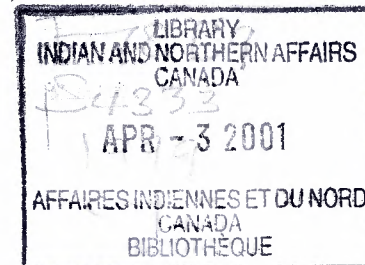


SECHELT AGREEMENT-IN-PRINCIPLE



SECHELT AGREEMENT-IN-PRINCIPLE

E78
.B9
S4333
1999
c.1



SECHELT

AGREEMENT-IN-PRINCIPLE

APRIL 16, 1999

Published under the authority of the
Minister of Indian Affairs and
Northern Development
Ottawa, 1999

QS-B0112-000-EE-A1
Catalogue No. R32-203/1999E
ISBN 0-662-27782-1

© Minister of Public Works and Government
Services Canada

Cette publication peut aussi être obtenue
en français sous le titre :

Entente de principe de Sechelt

TABLE OF CONTENTS

| | |
|--|----|
| PREAMBLE..... | 3 |
| DEFINITIONS..... | 5 |
| CHAPTER 1 GENERAL PROVISIONS..... | 11 |
| CHAPTER 2 SECHELT TREATY LAND..... | 21 |
| CHAPTER 3 FUTURE LAND..... | 23 |
| CHAPTER 4 SUBSURFACE RESOURCES..... | 27 |
| CHAPTER 5 EXPROPRIATION..... | 29 |
| CHAPTER 6 ACCESS..... | 33 |
| CHAPTER 7 FISHERIES..... | 37 |
| CHAPTER 8 WILDLIFE..... | 45 |
| CHAPTER 9 MIGRATORY BIRDS..... | 57 |
| CHAPTER 10 FORESTRY MANAGEMENT..... | 59 |
| CHAPTER 11 ENVIRONMENTAL ASSESSMENT AND PROTECTION.. | 61 |
| CHAPTER 12 LAND USE PLANNING..... | 65 |
| CHAPTER 13 WATER PLANNING AND MANAGEMENT..... | 67 |
| CHAPTER 14 CULTURE AND HERITAGE..... | 69 |

| | | |
|-------------------|---|-----|
| CHAPTER 15 | GOVERNANCE..... | 73 |
| CHAPTER 16 | FISCAL ARRANGEMENTS..... | 75 |
| CHAPTER 17 | TAXATION..... | 77 |
| CHAPTER 18 | AMENDMENT..... | 81 |
| CHAPTER 19 | DISPUTE RESOLUTION..... | 83 |
| CHAPTER 20 | ELIGIBILITY..... | 85 |
| CHAPTER 21 | IMPLEMENTATION..... | 89 |
| CHAPTER 22 | RATIFICATION OF AGREEMENT-IN-PRINCIPLE..... | 91 |
| CHAPTER 23 | RATIFICATION OF FINAL AGREEMENT..... | 93 |
| <u>APPENDICES</u> | | |
| APPENDIX A | SECHELT AREA..... | 101 |
| APPENDIX B | SECHELT FISHING LICENCES..... | 103 |
| APPENDIX C | SECHELT CULTURAL MATERIALS..... | 105 |
| APPENDIX D | SECHELT RATIFICATION PROCEDURES..... | 119 |
| APPENDIX E | SETTLEMENT LAND PARCELS..... | 125 |
| APPENDIX F | MAPS OF SETTLEMENT LAND..... | 133 |

PREAMBLE

Whereas the Sechelt People are Aboriginal people of Canada;

Whereas section 35 of the *Constitution Act, 1982*, recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada, and the courts have stated that Aboriginal rights include Aboriginal title;

Whereas Sechelt has never entered into a treaty with British Columbia or Canada;

Whereas the courts have stated that the reconciliation between the prior presence of Aboriginal peoples and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement, rather than through litigation or conflict;

Whereas the Parties intend that the Final Agreement will result in this reconciliation and, for this purpose, are negotiating within the six-stage British Columbia Treaty Commission process;

Whereas the *Sechelt Indian Band Self-Government Act* was proclaimed into force on October 9, 1986, establishing Sechelt as a self-governing band;

Whereas the *Sechelt Indian Government District Enabling Act* was proclaimed into force on July 23, 1987, recognizing the federally-created Sechelt Indian Government District and clarifying the relationship between the Sechelt Indian Government District and British Columbia; and

Whereas the Parties intend that these existing self-government arrangements will remain in place after the Effective Date;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

In this Agreement:

"Agreement" means this Agreement-in-Principle among Sechelt, Canada and British Columbia negotiated pursuant to the Framework Agreement dated August 13, 1995.

"allocation" means a defined harvest quantity or quota, or a formula for calculating the harvest quantity or quota.

"annual harvest plan" means a plan approved in accordance with the Wildlife Chapter in the Final Agreement .

"Band Council" means the elected Chief and Council of Sechelt.

"Band Electors" means all Band Members who are 18 years of age or older and who are ordinarily resident on Sechelt Land.

"Band List" means the official listing of all Band Members that is maintained by the Band Council in the Sechelt offices.

"Band Member" means a person who has been enrolled by the Band Council pursuant to the Sechelt Constitution.

"Band Voter" means a Treaty Participant whose name appears on the list of Band Voters established pursuant to section 23.4.2.

"Capital Transfer" means all land, cash and other assets transferred to, or recognized as owned by, Sechelt under the Final Agreement.

"Chief Negotiator" means the person authorized by each Party to negotiate and includes, if so authorized, a person designated by the Chief Negotiator to act in place of the Chief Negotiator.

"conflict" means an actual conflict in operation between laws.

“consult” and “consultation” mean provision to a Party of:

- a. notice of a matter to be decided, in sufficient detail, to permit the Party to prepare its views on a matter;
- b. a reasonable period of time to permit the Party to prepare its views on the matter;
- c. an opportunity for the Party to present its views on the matter; and
- d. a full and fair consideration of any views on the matter so presented by the Party.

“Crown Land” means land vested from time to time in Her Majesty in Right of Canada or in Right of British Columbia, but does not include Settlement Land.

“designated species” means:

- a. a species of wildlife for which the Minister has determined that there is a conservation concern in the Wildlife Harvest Area, or
- b. an initial designated species in the Wildlife Harvest Area.

“domestic” means food, social and ceremonial.

“Effective Date” means the date upon which the Final Agreement will take effect.

“Electoral Officer” means a person appointed pursuant to section 23.3.1.

“enhancement” means artificial improvements to fish habitat or the application of fish culture technology, which is intended to result in an increase in fish stocks.

“entitlement” means a right to harvest wildlife, fish or marine plants under the Final Agreement.

“environmental assessment process” means a public process established under provincial or federal legislation to identify potential environmental, social, cultural, heritage or health effects of a proposed project and develop and evaluate measures to prevent or minimize adverse effects.

“environmental emergency” means an environmental emergency as defined by federal and provincial legislation.

“Final Agreement” means the agreement among Sechelt, Canada and British Columbia which will be based on this Agreement.

“fish” means:

- a. fish, including anadromous fish,
- b. shellfish, crustaceans and marine animals,
- c. the parts of fish, shellfish, crustaceans and marine animals, and
- d. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals.

“forest development plans” means forest development plans as defined by provincial legislation.

“forest resources” includes all timber and non-timber forest resources including all biota except wildlife and fish.

“forestry activity” means harvesting, commercial thinning, spacing, fertilization, herbicide spraying, brushing and weeding, site preparation and the construction of forest support infrastructure.

“heritage resources” includes archaeological sites, traditional use sites, structural features and heritage landscape features and associated objects.

“heritage site” means a heritage site as defined by provincial legislation.

“Income Tax Act” means the *Income Tax Act*, S.C. 1985 (5th Supp.) c. 1.

“Indian Act” means the *Indian Act*, R.S.C. 1985, c. I-5.

“land use planning process” refers to public processes established by the provincial government to develop strategic land use plans affecting a region or area.

“land use plans” are the result of a land use planning process and define land and resource use and allocation and broad management goals and objectives (e.g. land and resource management plans). These do not include operational planning (e.g. forest development plans) which detail how specific activities would be undertaken, consistent with strategic level planning.

“law” includes federal and provincial legislation, acts, ordinances, regulations, orders-in-council, bylaws and the common law.

“marine plants” includes all benthic and detached algae, kelp and other aquatic plants including marine flowering plants, brown algae, red algae, green algae and phytoplankton.

“**migratory birds**” has the meaning set out in any federal legislation that is enacted further to international conventions and that is binding in British Columbia, and includes the eggs of migratory birds.

“**Minister**” means, in relation to any matter, the Minister or Ministers of Her Majesty the Queen in Right of Canada or in Right of British Columbia, as the case may be, having the responsibility, from time to time, for the exercise of powers in relation to the matter in question and includes, if so authorized, a person designated to act on behalf of the Minister.

“**municipality**” means a municipality as defined under the *Municipal Act*, R.S.B.C. 1996, c.323.

“**non-salmon**” means a species of fish other than salmon and includes marine plants.

“**Party**” means a party to this Agreement.

“**planning unit**” means an area identified by British Columbia for the purposes of a specific forestry activity.

“**salmon**” means sockeye, chinook, chum, coho or pink salmon.

“**Sechelt**” means the Sechelt Indian Band.

“**Sechelt annual fishing plan**” means the plan or plans approved in accordance with the Fisheries Chapter in the Final Agreement, as modified or adjusted in season.

“**Sechelt Area**” is the area as shown on the map in Appendix A.

“**Sechelt Constitution**” means the Sechelt Indian Band Constitution established by Sechelt pursuant to the *Sechelt Indian Band Self-Government Act*.

“**Sechelt cultural materials**” means any object which has been modified by human activity, which can include heritage objects, archaeological specimens, ethnographic objects, artifacts, arts and crafts and regalia, which are believed by Sechelt and either British Columbia or Canada, as appropriate for their respective archaeological collections, to have been the property of the ancestors of the Sechelt People.

“**Sechelt fish licence**” means any licence, permit or document issued by the Minister that gives effect to the provisions of the Fisheries Chapter in the Final Agreement.

“*Sechelt Indian Band Self-Government Act*” means the *Sechelt Indian Band Self-Government Act*, S.C. 1986, c.27.

“*Sechelt Indian Government District Enabling Act*” means the *Sechelt Indian Government District Enabling Act*, S.B.C. 1987, c.16.

“**Sechelt Land**” means all the land referred to in the *Sechelt Indian Band Self-Government Act*.

“**Sechelt People**” means persons who are Treaty Participants or who are eligible to be Treaty Participants pursuant to section 20.1.3.

“**Sechelt Treaty Land**” means all Sechelt Land, Settlement Land, fee simple land that becomes Sechelt Treaty Land pursuant to section 2.3.1 and land that becomes Sechelt Treaty Land after the Effective Date pursuant to Future Land Chapter in the Final Agreement.

“**Settlement Land**” means land provided to Sechelt under the terms of the Final Agreement.

“**subsurface resources**” means minerals, placer minerals, petroleum, natural gas and geothermal resources and includes coal, earth, peat, marl, sand and gravel, rock, riprap and other stone products.

“**surplus**” means a quantity of salmon that is in excess of the physical incubation and rearing capacity of a natural area or an enhancement facility and has not been harvested in the Sechelt fishery or any other Aboriginal, commercial or recreational fishery.

“**transaction tax**” means a tax imposed under:

- a. the *Motor Fuel Tax Act*, R.S.B.C. 1996, c.317;
- b. the *Social Service Tax Act*, R.S.B.C. 1996, c.431 (except those sections pertaining to alcohol);
- c. the *Tobacco Tax Act*, R.S.B.C. 1996, c.452 ;
- d. the *Property Transfer Tax Act*, R.S.B.C. 1996, c.378;
- e. the *Hotel Room Tax Act*, R.S.B.C. 1996, c.207;
- f. section 4 of the *Insurance Premium Tax Act*, R.S.B.C. 1996, c.232; or
- g. Part IX, of the *Excise Tax Act*, R.S.C. 1985, c.E-15, in respect of goods and services tax.

“**Treaty Participant**” means a person whose name is on the Treaty Participant List.

“**Treaty Participant List**” means the official list of persons eligible to participate under the Final Agreement.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

“**wildlife**” means raptors, threatened species, endangered species, game or other species of vertebrates prescribed as wildlife in provincial or federal legislation but does not include fish, marine plants or migratory birds.

“**Wildlife Harvest Area**” is the area described in an appendix to the Final Agreement.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

CHAPTER 1 - GENERAL PROVISIONS

1.1.0 NATURE OF AGREEMENT

- 1.1.1 This Agreement will form the basis for concluding the Final Agreement.
- 1.1.2 Based upon this Agreement, the Parties will begin as soon as practicable to negotiate the Final Agreement.
- 1.1.3 This Agreement does not create legal obligations binding on the Parties. There will be no legally binding treaty until the ratification of the Final Agreement by the Parties.
- 1.1.4 The Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

1.2.0 AGREEMENT WILL BE BINDING

- 1.2.1 Upon ratification of the Final Agreement by the Parties, the Final Agreement will be binding on the Parties.
- 1.2.2 The Parties will be entitled to rely on the Final Agreement upon ratification of the Final Agreement by the Parties.
- 1.2.3 The Final Agreement will provide that Canada and British Columbia will recommend to Parliament and the Legislature of British Columbia, respectively, that settlement legislation provide that, upon ratification of the Final Agreement by the Parties, the Final Agreement will be binding on, and can be relied on by, all persons.

1.3.0 REPRESENTATION AND WARRANTY

- 1.3.1 The Final Agreement will provide that Sechelt represents and warrants to Canada and British Columbia that, in respect of the matters dealt with in the Final Agreement, it has the authority to enter, and it enters, into the Final Agreement on behalf of all persons who have any Aboriginal rights, including Aboriginal title, in Canada, or any claims to those rights, based on their identity as Sechelt People.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 1.3.2 The Final Agreement will provide that Canada and British Columbia represent and warrant to Sechelt that, in respect of the matters dealt with in the Final Agreement, they have the authority to enter into the Final Agreement within their respective authorities.

1.4.0 CONSTITUTION OF CANADA

- 1.4.1 The Final Agreement will not alter the Constitution of Canada, including:

- a. the distribution of powers between Canada and British Columbia;
- b. the identity of the Sechelt People as Aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
- c. sections 25 and 35 of the *Constitution Act, 1982*.

- 1.4.2 The Final Agreement will provide that the *Canadian Charter of Rights and Freedoms* applies to the Sechelt government in respect of all matters within its authority.

- 1.4.3 Since the coming into effect of the *Sechelt Indian Band Self-Government Act*, there have been no "reserves" as defined in the *Indian Act* for the use and benefit of Sechelt. The Final Agreement will provide that there will not be "lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for Sechelt, and that there will not be "reserves" as defined in the *Indian Act* for the use and benefit of Sechelt, and, for greater certainty, that Sechelt Treaty Land will not be "lands reserved for the Indians" within the meaning of the *Constitution Act, 1867*, and will not be "reserves" as defined in the *Indian Act*.

- 1.4.4 In the Final Agreement, the Parties will address the application of international treaty obligations.

1.5.0 OTHER RIGHTS, BENEFITS AND PROGRAMS

- 1.5.1 The Final Agreement will provide that Treaty Participants who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of other Canadian citizens or permanent residents of Canada applicable to them from time to time.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 1.5.2 The Final Agreement will provide that Sechelt and Treaty Participants may continue to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, including programs or services directed to Aboriginal people, in accordance with general criteria established for those programs or services from time to time, except to the extent that Sechelt has assumed responsibility for those programs or services under a funding arrangement with Canada or British Columbia or both.

- 1.5.3 Nothing in the Final Agreement will affect the ability of Sechelt or Treaty Participants to apply for or bid on any commercial, economic or other activity or project for which they would otherwise be eligible.

1.6.0 JUDICIAL DETERMINATIONS IN RESPECT OF VALIDITY

- 1.6.1 If a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines any provision of the Final Agreement to be invalid or unenforceable:

- a. the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision; and
- b. the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability, and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

- 1.6.2 No Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.

- 1.6.3 A breach of the Final Agreement by a Party will not relieve any Party from its obligations under the Final Agreement.

1.7.0 FULL AND FINAL SETTLEMENT

- 1.7.1 The Final Agreement will constitute the full and final settlement in respect of all the Aboriginal rights, including Aboriginal title, in Canada of Sechelt.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

1.8.0 SECHELT SECTION 35 RIGHTS

1.8.1 The Final Agreement will exhaustively set out all Sechelt's section 35 rights, the geographic extent of those rights and the limitations to those rights, to which the Parties will have agreed, and those rights are:

- a. the Aboriginal rights, including Aboriginal title, as modified by the Final Agreement, in Canada of Sechelt in and to Sechelt Treaty Land and other lands and resources in Canada; and
- b. the other Sechelt section 35 rights.

1.9.0 MODIFICATION

1.9.1 Notwithstanding the common law, as a result of the Final Agreement and the settlement legislation, the Aboriginal rights, including Aboriginal title, of Sechelt, as they existed anywhere in Canada before the Effective Date, including their attributes and geographic extent, will be modified, and continue as modified, as set out in the Final Agreement.

1.9.2 For greater certainty, the Aboriginal title of Sechelt anywhere that it existed in Canada before the Effective Date will be modified and continues as the estate in fee simple to those areas identified in the Final Agreement as Sechelt Treaty Land.

1.10.0 RELEASE

1.10.1 The Final Agreement will provide that if, despite the Final Agreement and the settlement legislation, Sechelt has an Aboriginal right, including Aboriginal title, in Canada, that is other than, or different in attributes or geographical extent from, Sechelt's section 35 rights as set out in the Final Agreement, Sechelt will release, as of the Effective Date, that Aboriginal right to Canada to the extent that the Aboriginal right is other than, or different in attributes or geographical extent from, Sechelt's section 35 rights as set out in the Final Agreement.

1.10.2 The Final Agreement will provide that Sechelt will release Canada, British Columbia and all other persons from all claims, demands, actions or proceedings, of whatever kind, and whether known or unknown, that Sechelt ever had, now has or may have in the future, relating to or arising from any act or omission, before the Effective Date that may have affected or infringed any Aboriginal rights, including Aboriginal title, in Canada of Sechelt.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

1.11.0 CONSULTATION

1.11.1 The Final Agreement will provide that, when Canada and British Columbia have consulted with or provided information to Sechelt in respect of any activity, including a resource development or extraction activity, in accordance with their obligations under the Final Agreement and federal and provincial legislation, Canada and British Columbia will not have any additional obligations under the Final Agreement to consult with or provide information to Sechelt in respect of that activity.

1.12.0 INDEMNITIES

1.12.1 The Final Agreement will provide that Sechelt will indemnify and save harmless Canada or British Columbia, as the case may be, from any:

- a. costs, excluding fees and disbursements of solicitors and other professional advisors;
- b. damages;
- c. losses; or
- d. liabilities

that Canada or British Columbia, respectively, may suffer or incur in connection with, or as a result of, any claims, demands, actions or proceedings relating to, or arising out of, any act or omission, before the Effective Date that may have affected or infringed any Aboriginal rights, including Aboriginal title, in Canada of Sechelt.

1.12.2 The Final Agreement will provide that Sechelt will indemnify and save harmless Canada or British Columbia, as the case may be, from any:

- a. costs, excluding fees and disbursements of solicitors and other professional advisors;
- b. damages;
- c. losses; or
- d. liabilities

AGREEMENT-IN-PRINCIPLE

April 16, 1999

that Canada or British Columbia, respectively, may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to, or arising out of, the existence of an Aboriginal right, including Aboriginal title, in Canada of Sechelt, that is other than, or different in attributes or geographical extent from, Sechelt's section 35 rights as set out in the Final Agreement.

1.12.3 A Party which is the subject of a claim, demand, action or proceeding that may give rise to a requirement to provide payment to that Party pursuant to an indemnity under the Final Agreement:

- a. will vigorously defend the claim, demand, action or proceeding; and
- b. will not settle or compromise the claim, demand, action or proceeding except with the consent of the Party which has granted that indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

1.13.0 OTHER ABORIGINAL PEOPLE

1.13.1 Nothing in the Final Agreement will affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any Aboriginal people other than Sechelt.

1.13.2 The Final Agreement will provide that if a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that any Aboriginal people, other than Sechelt, has rights under section 35 of the *Constitution Act, 1982* that are adversely affected by a provision of the Final Agreement:

- a. the provision of the Final Agreement will operate and have effect to the extent that it does not adversely affect those rights; and
- b. if the provision of the Final Agreement cannot operate and have effect in a way that does not adversely affect those rights, the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision.

1.13.3 The Final Agreement will provide that if Canada or British Columbia enters into a treaty or a land claims agreement, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, with any other Aboriginal people, and that treaty or land claims agreement adversely affects Sechelt's section 35 rights as set out in the Final Agreement:

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- a. Canada or British Columbia, or both, as the case may be, will provide Sechelt with additional or replacement rights or other appropriate remedies;
- b. at the request of Sechelt, the Parties will negotiate and attempt to reach agreement on the provision of those additional or replacement rights or other appropriate remedies; and
- c. if the Parties are unable to reach agreement on the provision of the additional or replacement rights or other appropriate remedies, the provision of those additional or replacement rights or remedies will be determined in accordance with the Dispute Resolution Chapter in the Final Agreement.

1.14.0 APPLICATION OF FEDERAL AND PROVINCIAL LAWS

1.14.1 Unless otherwise provided for in the Final Agreement, federal and provincial laws will apply to Sechelt, Sechelt People and Sechelt Treaty Land but:

- a. in the event of a conflict between the Final Agreement and the provisions of any federal or provincial law, the Final Agreement will prevail to the extent of the conflict;
- b. in the event of a conflict between federal settlement legislation and the provisions of any other federal law, the federal settlement legislation will prevail to the extent of the conflict; and
- c. in the event of a conflict between provincial settlement legislation and the provisions of any other provincial law, the provincial settlement legislation will prevail to the extent of the conflict.

1.14.2 For greater certainty, the Parties agree that the federal and provincial settlement legislation is not intended to affect the existing law-making powers as expressed in the *Sechelt Indian Band Self-Government Act*, the *Sechelt Indian Government District Enabling Act* and the Sechelt Constitution except as required to give effect to the Final Agreement.

1.15.0 FREEDOM OF INFORMATION AND PRIVACY

- 1.15.1 Notwithstanding any other provision of the Final Agreement, a Party shall not be required to disclose any information that it is required or entitled to withhold under any legislation relating to access to information or privacy. Where a Party has a discretion to disclose any information, it shall take into account the objects of the Final Agreement in exercising that discretion.

1.16.0 ENTIRE AGREEMENT

- 1.16.1 The Final Agreement will be the entire agreement among the Parties in respect of the subject matter of the Final Agreement and, except as set out in the Final Agreement, there will be no representation, warranty, collateral agreement, condition, right or obligation affecting the Final Agreement.
- 1.16.2 The schedules and appendices to the Final Agreement will form part of the Final Agreement.

1.17.0 INTERPRETATION

- 1.17.1 Except as set out in the Final Agreement, in the event of an inconsistency or conflict between a provision of the General Provisions Chapter in the Final Agreement and any other provision of the Final Agreement, the provision of that Chapter will prevail to the extent of the inconsistency or conflict.
- 1.17.2 There is no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular Party.
- 1.17.3 All references to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution for, or in replacement of, it.

1.18.0 OFFICIAL LANGUAGES

- 1.18.1 The only equally authoritative versions of the Final Agreement will be the versions signed by all Parties in the French and English languages.

1.19.0 NO IMPLIED WAIVER

- 1.19.1 The Final Agreement will provide that a provision of the Final Agreement, or the performance by a Party of an obligation under the Final Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.
- 1.19.2 The Final Agreement will provide that no written waiver of a provision of the Final Agreement, of performance by a Party of an obligation under the Final Agreement or of default by a Party of an obligation under the Final Agreement, will be a waiver of any other provision, obligation or subsequent default.

1.20.0 TIME OF THE ESSENCE

- 1.20.1 The Final Agreement will provide that time is of the essence.

1.21.0 ASSIGNMENT

- 1.21.1 Unless otherwise agreed to by the Parties, the Final Agreement may not be assigned, either in whole or in part, by any Party.

1.22.0 ENUREMENT

- 1.22.1 The Final Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

CHAPTER 2 - SECHELT TREATY LAND

2.1.0 SECHELT TREATY LAND

2.1.1 Sechelt Treaty Land will consist of:

- a. Sechelt Land;
- b. Settlement Land;
- c. fee simple land that becomes Sechelt Treaty Land pursuant to section 2.3.1; and
- d. land that becomes Sechelt Treaty Land after the Effective Date pursuant to the Future Land Chapter in the Final Agreement.

2.1.2 Sechelt will own Sechelt Treaty Land in fee simple subject only to the interests in and with respect to that land expressly provided in the Final Agreement.

2.1.3 For greater certainty, interests in Sechelt Treaty Land in existence prior to the Effective Date shall continue in force subject to the terms and conditions under which such interests are held and subject to modification only by agreement between the holder of the interest and the Band Council.

2.1.4 The power and authority of Sechelt to manage, use and dispose of Sechelt Treaty Land will be subject to the *Sechelt Indian Band Self-Government Act*, the Sechelt Constitution and the terms of the Final Agreement.

2.2.0 SETTLEMENT LAND

2.2.1 On the Effective Date, Settlement Land will consist of the parcels of land described in Appendix E - Settlement Land Parcels and shown on the map in Appendix F - Maps of Settlement Land, and consisting of approximately 933 hectares in total.

2.2.2 The Parties agree that any unsurveyed parcels of Settlement Land will be surveyed and registered.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 2.2.3 On the Effective Date, Settlement Land will be transferred in fee simple to Sechelt, subject to the rights, interests and conditions set out in Appendix E - Settlement Land Parcels, and subject to final review by the Parties prior to completion of the Final Agreement.
- 2.2.4 British Columbia owns the land below the natural boundary within Settlement Land in accordance with provincial law.
- 2.2.5 For greater certainty, nothing in this Agreement alters ownership of land below the natural boundary on Sechelt Land.
- 2.3.0 FEE SIMPLE LAND HELD BY SECHELT**
- 2.3.1 On the Effective Date, the following parcels of land, currently held in fee simple title by Sechelt, will become Sechelt Treaty Land:
- a. District Lot 2229, Group 1, New Westminster District, P.I.D. 011-262-652;
 - b. Lot 40, District Lot 1028, Plan 4682, Group 1, New Westminster District, P.I.D. 011-409-568; and
 - c. Lot 41, District Lot 1028, Plan 4682, Group 1, New Westminster District, P.I.D. 011-409-568.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

CHAPTER 3 - FUTURE LAND

3.1.0 GENERAL

- 3.1.1 For a period of 24 years following the Effective Date, Sechelt may submit proposals to Canada and British Columbia to have land acquired or optioned by Sechelt ("Proposed Land") declared as Sechelt Treaty Land.
- 3.1.2 The Parties agree that the total area of Sechelt Treaty Land shall not exceed a maximum quantum of 3,055 hectares.
- 3.1.3 Notwithstanding section 3.1.2, if the St. Mary's Hospital land, Parcel M, C.L.S.R. Plan 50316, is returned to Sechelt after a period of 24 years following the Effective Date, that land will become Sechelt Treaty Land.
- 3.1.4 The Parties agree that there is no requirement on behalf of British Columbia or Canada to make land available for purposes of this Chapter in the Final Agreement.

3.2.0 MINISTERIAL REVIEW FOR DETERMINING THE ELIGIBILITY OF LAND AS SECHELT TREATY LAND

- 3.2.1 The Minister will evaluate any proposals submitted by Sechelt pursuant to section 3.1.1 according to the following criteria:
- a. Proposed Land shall be within the Sechelt Area ;
 - b. Proposed Land shall not fall within the boundaries, as may exist from time to time, of any municipality, unless that municipality consents;
 - c. Proposed Land shall not impede access to lands beyond; and
 - d. Proposed Land shall not be located in areas where Sechelt and a neighbouring First Nation have agreed to continue sharing overlapping traditional territory, unless the neighbouring First Nation consents.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

3.3.0 COSTS

- 3.3.1 The Parties agree that the declaration of Proposed Land as Sechelt Treaty Land shall not result in any costs for Canada and British Columbia, nor have any implications for Canada or British Columbia pursuant to the Memorandum of Understanding between Canada and British Columbia Respecting the Sharing of Pre-Treaty Costs, Settlement Costs, Implementation Costs and the Costs of Self-Government.
- 3.3.2 For greater certainty, each Party will be responsible for its own costs for processing the application through its system.

3.4.0 APPLICATION OF THE FINAL AGREEMENT TO PROPOSED LAND

- 3.4.1 Subject to section 3.4.2, the Parties agree that all provisions of the Final Agreement will apply to the Proposed Land when it becomes Sechelt Treaty Land unless otherwise agreed in writing.
- 3.4.2 Sechelt will not own subsurface resources for lands acquired as Sechelt Treaty Land under this Chapter in the Final Agreement unless satisfactory agreement can be reached between British Columbia and Sechelt on the transfer of those resources to Sechelt.

3.5.0 MINISTERIAL PREROGATIVE TO DECLARE SECHELT TREATY LAND

- 3.5.1 Within 180 days following receipt of a proposal, referred to in section 3.1.1, the federal Minister will provide to Sechelt, in writing, a notice of the Minister's intent to:
- a. recommend to the Governor in Council that the Proposed Land be declared Sechelt Treaty Land; or
 - b. not recommend to the Governor in Council that the Proposed Land be declared Sechelt Treaty Land.
- 3.5.2 Within 180 days following receipt of a proposal, referred to in section 3.1.1, the provincial Minister will provide to Sechelt, in writing, a notice of the Minister's intent to:
- a. recommend to the Lieutenant Governor in Council that the Proposed Land be declared Sechelt Treaty Land; or

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- b. not recommend to the Lieutenant Governor in Council that the Proposed Land be declared Sechelt Treaty Land.
- 3.5.3 If the Proposed Land has been acquired by Sechelt and both the Governor in Council and the Lieutenant Governor in Council agree in writing, the acquired Proposed Land will become Sechelt Treaty Land.
- 3.5.4 If the Proposed Land is optioned by Sechelt and both the Governor in Council and the Lieutenant Governor in Council agree in writing, the optioned land will become Sechelt Treaty Land once acquired by Sechelt.

CHAPTER 4 - SUBSURFACE RESOURCES

4.1.0 OWNERSHIP

- 4.1.1 Subject to section 3.4.2, Sechelt will own all subsurface resources under Sechelt Treaty Land.

4.2.0 MANAGEMENT AND ADMINISTRATION

- 4.2.1 Federal and provincial laws with respect to the ownership, development, production, handling, possession of or use of atomic energy or any of the prescribed substances that may be used in its formulation will apply on Sechelt Treaty Land.
- 4.2.2 Sechelt will have the authority to set fees, royalties, rents and other charges for subsurface resources development and extraction on Sechelt Treaty Land.
- 4.2.3 Sechelt and British Columbia may enter into agreements respecting the management of subsurface resources on Sechelt Treaty Land.
- 4.2.4 Unless otherwise agreed pursuant to section 4.2.3, provincial laws with respect to subsurface resources tenures will apply on Sechelt Treaty Land.
- 4.2.5 Federal and provincial laws governing occupational health and safety with respect to subsurface resources development and extraction will apply on Sechelt Treaty Land.
- 4.2.6 Sechelt and British Columbia will enter into agreements respecting any user fee to be charged by British Columbia for the provision of administrative and management services with respect to subsurface resources on Sechelt Treaty Land.
- 4.2.7 British Columbia and Sechelt may enter into agreements respecting the collection and sharing of statistical information with respect to subsurface resources.

CHAPTER 5 - EXPROPRIATION

5.1.0 EXPROPRIATION BY CANADA

- 5.1.1 An estate or interest in a parcel of Sechelt Treaty Land may be expropriated under federal legislation if the expropriation is:
- a. in the opinion of the Governor in Council, determined to be justifiable and necessary for a public work or other public purpose, including a public work or other public purpose contemplated in the *Expropriation Act*, R.S.C. 1985, c.E-21; and
 - b. consented to by the Governor in Council.

5.2.0 EXPROPRIATION BY BRITISH COLUMBIA

- 5.2.1 British Columbia acknowledges as general principles that:
- a. where it is reasonably possible to achieve British Columbia's objectives by another means, expropriation of Sechelt Treaty Land will be avoided; and
 - b. where Sechelt Treaty Land is reasonably required to achieve British Columbia's objectives, only the interest in Sechelt Treaty Land which is required to achieve British Columbia's objectives will be expropriated, and British Columbia will make all reasonable efforts to acquire this interest from Sechelt on a "willing buyer, willing seller" basis before proceeding to expropriate.
- 5.2.2 Interests in Sechelt Treaty Land may be expropriated under provincial legislation provided that:
- a. the expropriation is necessary for a public work or other public purpose;
 - b. only the minimum interest necessary is expropriated, for the shortest time required;
 - c. prior to the expropriation, reasonable efforts are made to determine that no land other than Sechelt Treaty Land is available that can be used to achieve the same purposes; and

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- d. prior to the expropriation, reasonable efforts are made to acquire the interests in Sechelt Treaty Land through agreement on a "willing buyer, willing seller" basis, rather than by expropriation.
- 5.2.3 Sechelt, and any persons who have an interest in the Sechelt Treaty Land which would be expropriated under section 5.2.2, are entitled to all of the notice, approval and enquiry provisions applicable to expropriations of privately held land for both linear and non-linear interests elsewhere in British Columbia.
- 5.2.4 In addition to section 5.2.3, British Columbia will:
 - a. prior to the decision to expropriate, consult with Sechelt; and
 - b. where a decision to expropriate is made, provide Sechelt with the reasons and all other information relevant to the expropriation.
- 5.2.5 If British Columbia expropriates Sechelt Treaty Land it will make reasonable efforts to provide or acquire alternative land to serve as all or part of the compensation for the expropriation, provided that:
 - a. the alternative land will be Sechelt Treaty Land;
 - b. except in exceptional circumstances, the alternative land will be contiguous to Sechelt Treaty Land to preserve the integrity of Sechelt Treaty Land; and
 - c. no land will be provided that is subject to third-party interests, unless Sechelt and the person whose interest is affected agree to accept the land subject to the continuation of the third-party interest.
- 5.2.6 In the event that British Columbia is unable to provide or acquire alternative land under section 5.2.5, compensation for expropriation of Sechelt Treaty Land by British Columbia will be determined according to the criteria and the process established by expropriation legislation in British Columbia.
- 5.2.7 The compensation under section 5.2.6 may be used by Sechelt for the acquisition of replacement land pursuant to the provisions of the Future Land Chapter in the Final Agreement.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 5.2.8 If Sechelt Treaty Land or an interest in Sechelt Treaty Land is no longer required for the purpose for which it was expropriated, the land will be returned to Sechelt on terms to be negotiated.
- 5.2.9 Notwithstanding section 3.1.1 of this Agreement, where Sechelt Treaty Land has been expropriated by British Columbia after 24 years following the Effective Date and Sechelt has purchased or optioned replacement land, Sechelt can submit proposals to British Columbia at any time to have the replacement land declared as Sechelt Treaty Land.
- 5.2.10 The eligibility of and process for the replacement land becoming Sechelt Treaty Land will be in accordance only with the provisions of the Future Land Chapter in the Final Agreement that relate to British Columbia approval.
- 5.2.11 For greater certainty, replacement land cannot be declared as Sechelt Treaty Land and land cannot be returned to Sechelt under section 5.2.10 if the total area of Sechelt Treaty Land would exceed the maximum set out in section 3.1.2.
- 5.3.0 **ORDER IN COUNCIL 1036**
- 5.3.1 The Parties agree that, after the Effective Date, British Columbia Order in Council No. 1036 of July 29, 1938, as amended by British Columbia Order in Council No. 1555 of May 13, 1969, will no longer apply to Sechelt Treaty Land.

CHAPTER 6 - ACCESS

6.1.0 EXISTING PROVISIONS FOR ACCESS

- 6.1.1 The Parties acknowledge that the Sechelt Constitution grants to the following persons, inter alia, the right of access to Sechelt Land:
- a. a person who is authorized by a government body or any other public body established by or under an Act of Parliament, an Act of the Legislature of British Columbia or a law of the Band Council to perform a public function, establish, operate or administer a public service, construct or operate a public installation or conduct a technical survey thereon;
 - b. a member of the public seeking access to the public facilities and installations situated on Sechelt Land; and
 - c. a person authorized in writing by, or pursuant to a law of, the Band Council.
- 6.1.2 Canada and British Columbia seek greater certainty of access for certain categories of persons to Sechelt Treaty Land.

6.2.0 ACCESS FOR CROWN PERSONNEL

- 6.2.1 Sechelt agrees to grant the right of access to enter, cross or stay temporarily on Sechelt Treaty Land without charge and in accordance with federal and provincial laws and the terms of the Final Agreement to the following persons:
- a. an agent, employee or contractor who is authorized by a government body or any other public body established by or under an Act of Parliament, an Act of the Legislature of British Columbia or a law of the Band Council to perform a public function, establish, operate or administer a public service or program, construct or operate a public installation, conduct a technical survey, respond to emergencies and other public safety matters, or carry out the terms of the Final Agreement; and
 - b. Canadian Forces personnel or personnel under the control of the Minister of National Defence to carry out activities related to national defence or security, including military exercises and manoeuvres or to respond to emergencies and other public safety matters.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 6.2.2 Canada and British Columbia, as the case may be, will give prior notice of such access to Sechelt when it is reasonable to do so.
- 6.2.3 Nothing in the Final Agreement will limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security, in accordance with federal laws.
- 6.3.0 ACCESS FOR BRITISH COLUMBIA**
- 6.3.1 Sechelt will provide to British Columbia, through its Sechelt Band Lands (Sechelt) No.2 at such time as a new highway is to be constructed, ownership, administration and control of a 100 metre wide corridor of land, for transportation and utility purposes, for the following consideration:
- a. that portion of Highway 101, in a condition that meets minimum provincial standards, that runs through Sechelt Band Lands (Sechelt) No.2 will be transferred to Sechelt and become Sechelt Treaty Land when a new highway has been constructed and is in public use on the corridor of land provided under this section;
 - b. the existing BC Hydro right-of-way will be aligned, where technically feasible, within the corridor of land and British Columbia will pay for the realignment of this right-of-way;
 - c. British Columbia will either relocate the residential premises or compensate Sechelt for the loss of residential premises that exist on the corridor of land if they existed at the time this Agreement is signed. Compensation will be payable at the time the premises are removed from the corridor of land as if they had been expropriated under provincial legislation; and
 - d. notwithstanding subsection 6.3.1 (c), if Sechelt has already received compensation from British Columbia for any of the residential premises, compensation will not be payable for those premises.
- 6.3.2 The commitment to provide the corridor of land under section 6.3.1 will remain in place for 50 years from the Effective Date.
- 6.3.3 Sechelt will allow free and unimpeded public access in perpetuity over and will maintain to municipal standards that portion of Highway 101 that is provided to Sechelt under subsection 6.3.1 (a).

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 6.3.4 British Columbia will provide to Sechelt on the Effective Date that portion of East Porpoise Bay Road that runs through Sechelt Land. Sechelt will allow free and unimpeded public access in perpetuity over and will maintain to municipal standards that portion of the road.
- 6.3.5 British Columbia has the right to regulate all matters relating to:
- a. the location and design of intersecting roads giving access to the new highway or, if necessary, secondary provincial roads, including:
 - i. regulating or requiring signs, signals and other traffic control devices on the new highway corridor and the secondary provincial road rights-of-way areas;
 - ii. regulating or requiring merging lanes, on ramps and off ramps; or
 - iii. requiring contributions to the cost of (i) and (ii) above; and
 - b. the height and location of structures on Sechelt Treaty Land immediately adjacent to the new highway corridor, or to a secondary provincial road right-of-way area, only to the extent reasonably required to protect the safety of the users of the new highway and secondary provincial roads.
- 6.3.6 Subject to other provisions of this Agreement, British Columbia has no authority to zone or otherwise regulate land use on Sechelt Treaty Land adjacent to the new highway corridor or secondary provincial road rights-of-way areas.
- 6.3.7 The Final Agreement will provide for utility companies to have such rights as may be necessary to operate, maintain, replace or upgrade all existing works on Sechelt Treaty Land and construct, operate, maintain, replace or upgrade future works in the corridor established under section 6.3.1.
- 6.3.8 The Final Agreement will provide for the right of tenure holders to have access to Settlement Land to exercise the terms and conditions of existing tenures as long as these tenures are held in good standing.

- 6.3.9 Sechelt agrees that the Final Agreement will set out reasonable opportunities for public access for non-commercial purposes to and across Sechelt Treaty Land. The terms and conditions for public access to and across Sechelt Treaty Land will take into account such factors as the fee simple status of the land, its location, the size of the parcels, safety considerations, existing uses of the land and the availability of public access through adjacent or nearby Crown Land.
- 6.3.10 Sechelt will allow public use of Sechelt roads in residential areas of Sechelt Treaty Land if the road would be open to the public in comparable residential areas elsewhere in British Columbia and Sechelt may close these roads for reasons of safety or public order.
- 6.3.11 Sechelt and British Columbia recognize that roads in and through existing Sechelt Band Lands Nos. SBL6A, SBL8, SBL9, SBL11 and SBL15 and District Lot 2229 are treated as private roads for which lease or permit agreements provide access for industrial and commercial users for mutually agreed charges.
- 6.3.12 Sechelt and British Columbia recognize that industrial and commercial access is required through the land listed in section 6.3.11 and agree to negotiate guaranteed, unimpeded access through these lands prior to the completion of the Final Agreement.

6.4.0 NAVIGABLE WATERS

- 6.4.1 The Final Agreement will not affect the public right of access on navigable waters within Sechelt Treaty Land.

CHAPTER 7 - FISHERIES

7.1.0 GENERAL

- 7.1.1 The Minister has authority for managing and conserving fish and fish habitat and marine plants. For greater certainty, nothing in the Final Agreement will limit the authority of the Minister to monitor and review the activities of Sechelt and Treaty Participants provided for in this Chapter. Sechelt may provide the Minister with advice relating to issues that affect Sechelt fisheries under the Final Agreement.
- 7.1.2 The Final Agreement is not intended to alter the laws in Canada with respect to property in fish or marine plants.
- 7.1.3 Treaty Participants will have the right to harvest fish and marine plants pursuant to the Final Agreement, subject to measures necessary for conservation, public health or public safety.
- 7.1.4 The harvesting of allocations will be authorized by a Sechelt fish licence and carried out in accordance with that Sechelt fish licence.
- 7.1.5 Fish and marine plants harvested pursuant to the Final Agreement by Sechelt and Treaty Participants will be for domestic use and cannot be sold.
- 7.1.6 Fish and marine plants harvested pursuant to the Final Agreement may be traded or bartered for domestic use between Treaty Participants and other Aboriginal people in British Columbia. For greater certainty, traded or bartered fish and marine plants cannot be sold.
- 7.1.7 The Final Agreement will provide that the entitlement for fish and marine plants is held by Sechelt and that Sechelt may not dispose of that right.
- 7.1.8 The Final Agreement will not preclude Sechelt or Treaty Participants from harvesting fish and marine plants under federal and provincial laws.
- 7.1.9 Sechelt may authorize persons other than Treaty Participants to harvest entitlements for fish and marine plants. For greater certainty, this provision does not affect federal and provincial laws respecting foreign fishing vessels or federal and provincial laws respecting recreational or commercial fishing.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 7.1.10 Canada or British Columbia may enter into agreements with Sechelt concerning fisheries activities under federal or provincial laws.
- 7.1.11 The Final Agreement will provide that, in any year, where the available total harvest of a stock of a species of fish or marine plant is not sufficient to meet all allocations made from that stock to First Nations for domestic use, the Minister may reduce the Sechelt allocation for the species.
- 7.2.0 SALMON ALLOCATIONS**
- 7.2.1 The Final Agreement will set out the process to provide for sockeye, pink and chum allocations that vary with the annual abundance of these species.
- 7.2.2 The Parties agree to develop approaches whereby sockeye, pink and chum allocations will be based on a defined Sechelt share of stocks that originate in or migrate through the Sechelt Area.
- 7.2.3 The Parties agree that the following numbers divided by the average annual abundance for an agreed historic period will form the basis for determining the Sechelt share of the following salmon species:
- a. sockeye 16,250;
 - b. pink 2,700; and
 - c. chum 3,700.
- 7.2.4 It is intended that the calculation of the annual sockeye, pink and chum allocations will involve multiplying the Sechelt share by the annual abundance of the species.
- 7.2.5 In addition to the chum allocation described above, the Parties agree that Sechelt will be allocated annually, for the 10-year period following the Effective Date, the first 2,500 of the available terminal abundance of chum salmon originating in the Jervis Inlet area and 25 % of the balance of the available terminal abundance, up to a total annual harvest of 12,500. Thereafter, Sechelt may harvest 25% of the available terminal abundance of chum salmon originating in the Jervis Inlet area up to a level of 12,500. The Parties intend that the Sechelt fishery may occur within fisheries statistical areas 16-11 to 16-14 and may harvest stocks originating in the Vancouver River, Deserter River, Skwakwa River and Tzoonie River. The Parties agree to explore in the Final Agreement possible sharing arrangements for the harvest of other available terminal chum abundances.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 7.2.6 The Parties agree to explore in the Final Agreement possible sharing arrangements for the harvest of available terminal abundances of Sakinaw Lake sockeye should such abundances become available.
- 7.2.7 The Parties agree to develop approaches where the chinook and coho allocations will be based on the annual chinook and coho harvest in an agreed upon defined area and may involve an approach that incorporates a modest base allocation plus a share of the harvests.
- 7.2.8 All salmon allocations will be harvested inside the Sechelt Area unless otherwise agreed by the Minister.
- 7.2.9 The Parties agree to develop approaches that contemplate subsequent annual adjustments to account for Sechelt salmon harvests that exceed or fail to meet the salmon allocation in any year.
- 7.3.0 SURPLUS OF SECHELT AREA SALMON**
- 7.3.1 Determination of a surplus in the Sechelt Area and access to and disposal of that surplus is at the sole discretion of the Minister.
- 7.4.0 NON-SALMON ALLOCATIONS**
- 7.4.1 The Final Agreement will provide that, before a specific non-salmon allocation is established for a non-salmon species in accordance with section 7.4.5, Treaty Participants may harvest that non-salmon species for domestic use.
- 7.4.2 Canada or British Columbia, within its management authority, or Sechelt may propose the establishment of a non-salmon allocation.
- 7.4.3 Unless otherwise agreed by Sechelt together with either Canada or British Columbia, within its management authority, the basic non-salmon allocation for a species will be based on the current Sechelt harvest for domestic use of that species and may take into account:
- a. conservation measures; and

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- b. other factors that Sechelt and either Canada or British Columbia, within its management authority, agree to use.
- 7.4.4 Information from catch monitoring and other studies conducted by Canada or British Columbia, within its management authority, or Sechelt may be used to help determine basic non-salmon allocations for a non-salmon species.
- 7.4.5 Unless Sechelt and either Canada or British Columbia, within its management authority, agree otherwise, the non-salmon allocation will be 125% of the basic non-salmon allocation established in 7.4.3.
- 7.4.6 The Parties agree that, as soon as practicable after the Effective Date, Sechelt and either Canada or British Columbia, within its management authority, will negotiate and attempt to establish a non-salmon allocation for the following non-salmon species:
 - a. sablefish;
 - b. halibut;
 - c. herring;
 - d. lingcod;
 - e. rockfish;
 - f. crabs;
 - g. clams;
 - h. shrimp; and
 - i. prawns.
- 7.4.7 Non-salmon allocations will be harvested within the Sechelt Area.
- 7.5.0 **MANAGEMENT OF THE SECHELT FISHERY**
- 7.5.1 The Final Agreement will provide that a Sechelt fish licence may require, among other things, Sechelt to:

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- a. designate and document Treaty Participants and other persons who harvest fish and marine plants from the salmon and non-salmon allocation; and
- b. designate and document vessels that are used to harvest fish and marine plants from a salmon and non-salmon allocation.
- 7.5.2 The Final Agreement will provide that Sechelt will give a copy of the Sechelt fish licence to every Treaty Participant and other person who is designated to harvest fish and marine plants under the Sechelt fish licence.
- 7.5.3 Upon request, Sechelt will provide Canada and British Columbia with catch monitoring data and other information related to the Sechelt fisheries for salmon and non-salmon under the Final Agreement.
- 7.5.4 Where Canada or British Columbia, within its management authority, establishes a public fisheries management advisory body for an area that consists principally of the Sechelt Area, Canada or British Columbia will consult with Sechelt in developing the public fisheries management advisory body and will invite, if appropriate, a Sechelt representative to participate in the same capacity as other fishery user group representatives.
- 7.6.0 **SECHELT ANNUAL FISHING PLANS**
- 7.6.1 Sechelt will develop proposed Sechelt annual fishing plans for the harvest of salmon and non-salmon allocations.
- 7.6.2 Upon request, the Minister will provide Sechelt with public information relevant to the preparation of the proposed Sechelt annual fishing plans.
- 7.6.3 The proposed Sechelt annual fishing plans will be submitted in a timely fashion to the Minister for consideration.
- 7.6.4 Before approving the proposed Sechelt annual fishing plans, the Minister may in a timely fashion, after consultation with Sechelt, modify, adjust and make additions or deletions to the proposed plans.
- 7.6.5 The Minister will issue Sechelt fish licences consistent with the approved Sechelt annual fishing plans.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

7.6.6 The Plans may include provisions, as appropriate, respecting:

- a. annual quantum of harvest by species;
- b. characteristics of fish that may be harvested;
- c. location and timing of harvest;
- d. method of harvest, including the size, type and quantity of fishing gear and the manner in which it may be used;
- e. monitoring of harvest, including notification, hail and reporting of harvest;
- f. landing and transportation of harvest;
- g. enforcement of the Sechelt fishery;
- h. harvest by persons other than Sechelt or Treaty Participants of salmon and non-salmon allocations;
- i. in-season adjustments, modifications, and post season reviews of the Plans;
- j. identification of harvested fish; and
- k. other matters as may be agreed among the Parties.

7.7.0 ENHANCEMENT

7.7.1 Sechelt may conduct, with the approval of the Minister and in accordance with any federal or provincial law, salmon and non-salmon enhancement activities within the Sechelt Area.

7.8.0 COMMERCIAL FISHERY

7.8.1 To assist Sechelt's participation in the commercial fishery, Canada agrees to issue to Sechelt, on the Effective Date, the fishing licences set out in Appendix B - Sechelt Fishing Licences, to be designated as Category A or S licences. All licences will be issued under the federal and provincial laws with all fees and charges established by Canada and British Columbia applying.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

7.9.0 ENFORCEMENT

7.9.1 Upon request of any person authorized by Canada or British Columbia to enforce federal or provincial laws in respect of salmon or non-salmon, persons who harvest allocations under the Final Agreement will be required to show proof of their authority to do so.

CHAPTER 8 - WILDLIFE

8.1.0 PROVINCIAL WILDLIFE AND WILDLIFE MANAGEMENT PROCESS

- 8.1.1 Except as otherwise set out in this Agreement, federal and provincial laws of general application with respect to wildlife and wildlife management will apply on Sechelt Treaty Land.
- 8.1.2 The designation of wildlife management areas and critical wildlife areas will not apply on Sechelt Treaty Land without the prior consent of Sechelt.
- 8.1.3 In the event that Sechelt, no sooner than 10 years after the Effective Date, decides it wishes to administer its own laws with respect to wildlife and wildlife management on Sechelt Treaty Land, it may, following 12 months' notice or a timeframe to be agreed upon by British Columbia and Sechelt, adopt all such provincial laws or the applicable portions thereof as its own laws and thereafter administer those laws, at its own expense, in conformity with the prevailing provincial standards.
- 8.1.4 The adoption of provincial laws contemplated in section 8.1.3 shall not proceed until British Columbia is reasonably satisfied that Sechelt is adopting all provincial laws relating to wildlife and wildlife management and that they will thereafter be effectively administered.
- 8.1.5 British Columbia and Sechelt will negotiate and attempt to reach agreement on harmonization of the application of wildlife laws during the time frame established under section 8.1.3.

8.2.0 SECHELT ENTITLEMENT

- 8.2.1 Treaty Participants have the right to harvest wildlife throughout the Wildlife Harvest Area in accordance with the Final Agreement subject to:
- a. measures that are necessary for conservation; and
 - b. legislation enacted for the purposes of public health or public safety.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

8.2.2 The entitlement set out in section 8.2.1 is a right to harvest in a manner that:

a. is consistent with:

i. the communal nature of the Sechelt harvest for domestic purposes;

ii. the traditional season of the Sechelt harvest; and

b. does not interfere with other authorized uses of Crown Land.

8.2.3 Sechelt's wildlife entitlements are for domestic use.

8.2.4 Nothing in this Chapter prohibits British Columbia from authorizing other uses on, or disposing of, Crown Land.

8.2.5 The Sechelt right to harvest wildlife pursuant to the Final Agreement may not be transferred or conveyed.

8.2.6 The harvesting of Sechelt's wildlife entitlements will be authorized by a licence, based on the Sechelt annual harvest plan, issued by the Minister as provided for in the Final Agreement.

8.2.7 The Final Agreement is not intended to alter the laws of general application in respect of proprietary interests in wildlife.

8.2.8 The Final Agreement will not preclude Treaty Participants from harvesting wildlife throughout British Columbia under the authority of any licence issued under federal and provincial laws other than a licence issued under section 8.2.6.

8.2.9 The Final Agreement will not preclude an application to British Columbia for a permit in relation to a non-designated species by a Treaty Participant for ceremonial or spiritual purposes.

8.3.0 WILDLIFE HARVEST AREA

8.3.1 The Parties will negotiate the Wildlife Harvest Area.

8.3.2 The right of Sechelt to harvest wildlife will be limited to a Wildlife Harvest Area.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

8.3.3 Any specific allocations of wildlife for Sechelt negotiated in the Final Agreement will be harvested within the Wildlife Harvest Area.

8.3.4 With the exception of Sechelt Treaty Land, the Wildlife Harvest Area will not preclude the harvest of wildlife by other people under provincial laws or other treaty entitlements.

8.4.0 PUBLIC WILDLIFE MANAGEMENT ADVISORY PROCESS

8.4.1 British Columbia will invite Sechelt to participate in established public wildlife management advisory processes affecting the Wildlife Harvest Area.

a. Sechelt will have the right to participate in the same capacity as other wildlife user group representatives on any public wildlife management advisory process affecting the Wildlife Harvest Area; and

b. British Columbia will provide to Sechelt the decision resulting from the process.

8.4.2 The Minister may provide, through a public wildlife management advisory process, the public an opportunity to review and comment on the public elements of annual harvest plans prior to approving the plans.

8.5.0 DESIGNATED SPECIES

Initial designated species

8.5.1 The Parties will negotiate the initial designated species.

8.5.2 The Parties will negotiate an allocation formula for the initial designated species.

Designation of Wildlife Species and Determination of Allowable Harvests

8.5.3 The public wildlife management advisory process may recommend whether a wildlife species should be, or continue to be, a designated species.

8.5.4 The Minister may designate a wildlife species, other than the initial designated species only if the Minister determines that it is necessary in order to address a conservation concern of a wildlife population.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 8.5.5 The Minister may determine that a wildlife species is no longer a designated species only if the Minister determines that the conservation concern of the wildlife population no longer exists.
- 8.5.6 The Minister may request and consider recommendations from the public wildlife management advisory process before determining whether a species will be, or continue to be, a designated species.
- 8.5.7 British Columbia and Sechelt will provide the public wildlife management advisory process with the information that is reasonably available and necessary to enable the public wildlife management advisory process to recommend whether a wildlife species should be, or continue to be, a designated species.

Allowable Harvests

- 8.5.8 The Minister may request and consider recommendations from the public wildlife management advisory process before finalizing the allowable harvest for any designated species.
- 8.5.9 In determining the allowable harvest for a designated species, the Minister will, in accordance with proper wildlife management, take into account:
- a. the population of the species within the Wildlife Harvest Area; and
 - b. the population of the species within its normal range or area of movement outside of the Wildlife Harvest Area.
- 8.5.10 In determining the allocation of the allowable harvest for a designated big game species, the Minister will ensure harvesting by Treaty Participants according to their entitlements, and by other harvesters, including Aboriginal harvesters.

8.6.0 ENTITLEMENTS AND ALLOCATIONS

Sechelt Wildlife Entitlements

- 8.6.1 Before:
- a. a wildlife species is designated in accordance with the Final Agreement;

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- b. a Sechelt allocation of that wildlife species is established; and
- c. an allowable harvest of that wildlife species is determined,

Treaty Participants have the right to harvest those wildlife species for domestic use in accordance with the approved annual harvest plan.

Sechelt Wildlife Allocations

- 8.6.2 If:
- a. a wildlife species is designated in accordance with the Final Agreement; and
 - b. a Sechelt wildlife allocation of that wildlife species is determined,
- Treaty Participants have the right to harvest that species, in accordance with the approved annual harvest plan.
- 8.6.3 The Sechelt wildlife allocation of the initial designated species will be set out in an appendix to the Final Agreement.
- 8.6.4 A Sechelt wildlife allocation that is determined or varied in the Final Agreement and any review provisions agreed to under section 8.6.6 will be added to the appendix to the Final Agreement.
- 8.6.5 Unless British Columbia and Sechelt otherwise agree, or it is otherwise determined by arbitration under section 8.6.9, the Sechelt wildlife allocation of a species that is designated after the Effective Date:
- a. will, at or below the estimated harvest level at the time of the designation of the species, reflect the share of the harvest that was harvested by Sechelt before the designation;
 - b. will provide for an increasing share of the allowable harvest by persons other than Treaty Participants as the allowable harvest increases above the level at which the species was designated; and
 - c. may provide for a maximum amount for the Sechelt harvest.

- 8.6.6 If the Minister designates a species after the Effective Date, British Columbia and Sechelt will negotiate and attempt to reach agreement on a Sechelt wildlife allocation of that designated species, and they may also agree to provisions to review that Sechelt wildlife allocation.
- 8.6.7 Any determination or variation of a Sechelt wildlife allocation, including a determination or variation by an arbitrator under section 8.6.9, will take into account all relevant information presented by British Columbia and Sechelt and in particular information presented in respect of:
- a. the status of the species;
 - b. conservation requirements;
 - c. current and past Sechelt harvest for domestic use;
 - d. change in Sechelt harvesting effort; and
 - e. current and past harvesting by others.
- 8.6.8 British Columbia or Sechelt may request a review to vary the Sechelt wildlife allocation of an initial designated species at any time.

Arbitration

- 8.6.9 If British Columbia and Sechelt fail to agree on:
- a. the Sechelt wildlife allocation of an initial designated species following a review under section 8.6.8; or
 - b. the Sechelt wildlife allocation of any other designated species under sections 8.6.5, 8.6.6 and 8.6.7,
- the allocation will be finally determined by arbitration under the Dispute Resolution Chapter in the Final Agreement.
- 8.6.10 The Party requesting a review of the Sechelt wildlife allocation of a designated species has the onus of establishing that the Sechelt wildlife allocation should be varied.

8.7.0 WILDLIFE MANAGEMENT

- 8.7.1 Subject to the Final Agreement, the Minister is responsible for wildlife.
- 8.7.2 The Minister will manage all wildlife harvesting within the Wildlife Harvest Area, including establishing measures required to ensure the optimum harvest of a species, in a manner consistent with any allowable harvest and harvest objectives established in the Final Agreement.
- 8.7.3 British Columbia may enter into agreements with Sechelt concerning wildlife activities under provincial laws.
- 8.7.4 Sechelt may manage the Sechelt wildlife allocations consistent with the Final Agreement and the annual harvest plans for the following:
- a. the distribution among Treaty Participants of Sechelt wildlife entitlements;
 - b. the establishment and administration of licensing requirements for the harvesting of wildlife under the Sechelt wildlife entitlements;
 - c. the methods, timing and location of the harvest of species of wildlife included in the annual harvest plan;
 - d. the designation and documentation of persons who harvest wildlife under the Sechelt wildlife entitlements;
 - e. the trade or barter of wildlife harvested by Treaty Participants under the Sechelt wildlife entitlements; and
 - f. other matters agreed to by the Parties.

8.8.0 HARVEST AND MANAGEMENT PLANS

Annual harvest plans

- 8.8.1 Sechelt will develop annual harvest plans for the Sechelt harvest.
- 8.8.2 Upon request, the Minister will provide Sechelt with public information relevant to the preparation of the annual harvest plans.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 8.8.3 The annual harvest plan will be submitted to the Minister for final approval in a timely fashion in order to meet the operational needs and responsibilities of wildlife management.
- 8.8.4 In consideration of the annual harvest plan, the Minister may, in a timely fashion and after consultation with Sechelt, modify, adjust and make additions or deletions to the plans.
- 8.8.5 The annual harvest plan will be approved and come into effect once a communal hunting licence has been issued to Sechelt.
- 8.8.6 The annual harvest plan will set out the management provisions in respect of the Sechelt harvest in the Final Agreement of designated species and other species. The plan will include, as appropriate, provisions consistent with the Final Agreement in respect of:
- a. the identification of Sechelt harvesters;
 - b. the methods, timing and locations of the harvest;
 - c. the sex and age composition of the harvest of designated species and other species as agreed;
 - d. monitoring of the harvest and data collection;
 - e. possession and transportation of wildlife or wildlife parts;
 - f. in-season adjustments or modifications to the plans; and
 - g. other matters as may be agreed among the Parties.
- 8.8.7 Upon request, Sechelt will provide British Columbia with information related to the Sechelt harvest of wildlife.
- 8.8.8 Sechelt will report annually to British Columbia on the actual Sechelt harvest.
- 8.8.9 British Columbia may conduct audits of the Sechelt harvest to ensure consistency with the Final Agreement.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

Management Plans

- 8.8.10 Sechelt will develop Sechelt Management Plans ("Management Plans") every five years for the management of the harvest of Sechelt wildlife allocations.
- 8.8.11 Upon request, the Minister will provide Sechelt with public information relevant to the preparation of the Management Plans.
- 8.8.12 The Management Plans will be submitted to the Minister in a timely fashion in order to meet the operational needs and responsibilities of wildlife management.
- 8.8.13 In considering the Management Plans, the Minister may, in a timely fashion and after consultation with Sechelt, modify, adjust and make additions or deletions to the Plans.
- 8.8.14 The Management Plans will not come into effect unless and until they are approved by the Minister.
- 8.8.15 The Management Plans will include provisions, as appropriate, respecting:
- a. monitoring of harvest;
 - b. method of the designation and documentation of Treaty Participants who harvest wildlife under the Final Agreement;
 - c. method of identification of harvested wildlife;
 - d. method of monitoring Sechelt harvest;
 - e. method of reporting Sechelt harvest; and
 - f. other matters as may be agreed among the Parties.

8.9.0 TRADE OR BARTER OF WILDLIFE

- 8.9.1 Treaty Participants have the right to trade or barter with other Aboriginal traditional trading partners any wildlife or wildlife parts harvested under the Final Agreement.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 8.9.2 Notwithstanding provisions provided in the Final Agreement for trade and barter of wildlife, any export of wildlife or wildlife parts from British Columbia or Canada will be in accordance with federal and provincial laws.

8.10.0 TRAPPING AND GUIDING

- 8.10.1 Two existing vacant traplines, previously held by Band Members under provincial legislation, will be transferred to Sechelt in the Final Agreement.
- 8.10.2 Sechelt will hold the traplines in accordance with provincial laws.
- 8.10.3 The traplines, guide outfitter licences and certificates and angling guide licences set out in an appendix to the Final Agreement are retained by the persons who hold those interests on the Effective Date in accordance with provincial laws and the Wildlife Chapter in the Final Agreement. If an interest referred to in this section is not renewed or replaced, that interest will cease to exist.
- 8.10.4 Guiding in guide outfitter areas and trapping on traplines that are held by an individual and are on Sechelt Treaty Land are regulated in the same manner as guiding and trapping on Crown Land in British Columbia, but construction of cabins or other structures associated with guide outfitter licences and traplines are subject to Sechelt laws.
- 8.10.5 British Columbia will not issue a new trapline, guide outfitter's certificate or licence that applies to any portion of Sechelt Treaty Land without the consent of Sechelt.
- 8.10.6 British Columbia will consult with Sechelt before approving any proposed transfer, or change in terms and conditions, of any trapline, guide outfitter's certificate or licence that applies to any portion of Sechelt Treaty Land.
- 8.10.7 British Columbia will not:
- a. issue any new angling guide licences that apply to watercourses within Sechelt Treaty Land; or
 - b. include any watercourses within Sechelt Treaty Land in the angling guide licences set out in an appendix to the Final Agreement, other than those watercourses that are listed in those angling guide licences on the Effective Date,

without the consent of Sechelt.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 8.10.8 British Columbia will consult with Sechelt before approving any proposed transfer, or change in terms and conditions, of an existing angling guide licence that applies to watercourses within Sechelt Treaty Land.

8.11.0 ENFORCEMENT

- 8.11.1 Persons authorized to enforce wildlife laws in British Columbia are authorized to enforce the provisions of the Wildlife Chapter in the Final Agreement.

CHAPTER 9 - MIGRATORY BIRDS

9.1.0 SECHELT HARVESTING OF MIGRATORY BIRDS

- 9.1.1 The Final Agreement will set out how and to what extent Sechelt can harvest migratory birds.
- 9.1.2 The Parties agree to use the following principles in the negotiation of the Final Agreement provisions related to migratory birds:
- a. any harvest would be for domestic purposes within an area to be defined in the Final Agreement and could include provisions on how and with which Aboriginal people the Sechelt would trade and barter migratory birds harvested among themselves;
 - b. the final authority for the management and conservation of migratory birds would rest with the Minister;
 - c. all federal and provincial laws will apply to the harvest of migratory birds and the export and transport of migratory birds;
 - d. any harvest would be subject to conservation, public health and public safety;
 - e. any harvest of migratory birds would not interfere with other authorized uses or disposals of Crown Land;
 - f. use and disposal of Crown Land could affect the methods, times and locations of the Sechelt harvest of migratory birds; and
 - g. any harvest under the Final Agreement would be managed by Sechelt in accordance with the Final Agreement.
- 9.1.3 Canada may enter into agreements with Sechelt concerning migratory bird activities under federal laws.

CHAPTER 10 - FORESTRY MANAGEMENT

10.1.0 FORESTRY MANAGEMENT ON SECHELT TREATY LAND

- 10.1.1 Sechelt has the authority to manage forest resources on Sechelt Treaty Land and is responsible for their protection.
- 10.1.2 Sechelt management of forest resources will meet or exceed forest practices rules and standards established pursuant to provincial laws.
- 10.1.3 Sechelt will provide to British Columbia a copy of each management plan for commercial harvesting of forest resources on Sechelt Treaty Land in a timely manner.
- 10.1.4 Sechelt will have the authority to determine, collect and administer all fees, rents, royalties and other charges relating to forest resources on Sechelt Treaty Land.
- 10.1.5 Sechelt will invite British Columbia to participate in any public forestry planning or management process having to do with Sechelt Treaty Land and will provide to British Columbia a copy of the decision resulting from such public forestry planning or management process.
- 10.1.6 Sechelt will provide to British Columbia each year an annual report on those forest resources commercially harvested on Sechelt Treaty Land.
- 10.1.7 For greater certainty, forest resources and products manufactured from forest resources which are removed from Sechelt Treaty Land are subject to federal and provincial laws.

10.2.0 FORESTRY MANAGEMENT OFF SECHELT TREATY LAND

- 10.2.1 British Columbia will notify Sechelt of forestry activities proposed to take place on Crown Land on planning units immediately adjacent to Sechelt Treaty Land.
- 10.2.2 British Columbia will notify Sechelt of all forest development plans in the Sechelt Area.
- 10.2.3 British Columbia will invite Sechelt to participate in any established public forestry planning or management process having to do with lands within the Sechelt Area.

- a. Sechelt will have the right to participate in the same capacity as any other participant in such public forestry planning or management process.
- b. British Columbia will provide to Sechelt a copy of the decision resulting from such public forestry planning or management process.

10.3.0 SERVICE AND COORDINATION ARRANGEMENTS

- 10.3.1 Sechelt and British Columbia may negotiate arrangements for the provision of administrative and management services by British Columbia with respect to forest resources on Sechelt Treaty Land.
- 10.3.2 British Columbia and Sechelt may negotiate arrangements to achieve efficiencies or to co-ordinate forestry planning, management or operational activities.
- 10.3.3 British Columbia and Sechelt may enter into agreements for fire protection and suppression services on Sechelt Treaty Land.

CHAPTER 11 - ENVIRONMENTAL ASSESSMENT AND PROTECTION

11.1.0 FEDERAL ENVIRONMENTAL ASSESSMENT AND PROTECTION PROCESS

- 11.1.1 Except as set out in section 11.1.2, federal laws relating to environmental assessment and protection will apply on Sechelt Treaty Land.
- 11.1.2 Sections 48 (1) (a) and 48 (2) (a) of the *Canadian Environmental Assessment Act*, S.C. 1985, c.37 does not apply to Sechelt Land and will not apply to Sechelt Treaty Land.
- 11.1.3 Canada and Sechelt may enter into agreements respecting the performance of environmental assessment and protection functions on Sechelt Treaty Land.

11.2.0 PROVINCIAL ENVIRONMENTAL ASSESSMENT AND PROTECTION PROCESS

- 11.2.1 Provincial laws relating to environmental assessment and protection will apply on Sechelt Treaty Land.
- 11.2.2 British Columbia and Sechelt may enter into agreements respecting the administration of environmental assessment and protection on Sechelt Treaty Land.
- 11.2.3 In the event that Sechelt, no sooner than 10 years after the Effective Date, decides it wishes to administer its own laws with respect to environmental assessment and protection on Sechelt Treaty Land, it may, following 12 months' notice or a timeframe to be agreed upon by British Columbia and Sechelt, adopt all such provincial laws or the applicable portions thereof as its own laws and thereafter administer those laws, at its own expense, in conformity with the prevailing provincial standards.
- 11.2.4 The adoption of provincial laws contemplated in section 11.2.3 shall not proceed until British Columbia is reasonably satisfied that Sechelt is adopting all provincial laws relating to environmental assessment and protection and that they will thereafter be effectively administered.
- 11.2.5 British Columbia and Sechelt will negotiate and attempt to reach agreement on harmonization of the application of environmental assessment and protection laws during the time frame established under section 11.2.3.

11.3.0 ENVIRONMENTAL ASSESSMENT AFFECTING SECHELT AREA

11.3.1 British Columbia will invite Sechelt to participate in any established formal provincial environmental assessment process affecting the Sechelt Area.

- a. Sechelt will have a right to participate in the same capacity as other members of the provincial environmental assessment process affecting the Sechelt Area; and
- b. British Columbia will provide to Sechelt the decision resulting from the process.

11.4.0 NOTIFICATION AND ACCESS

11.4.1 Sechelt will notify British Columbia or Canada as soon as practicable of any environmental emergency on Sechelt Treaty Land related to each government's respective jurisdiction for environmental protection.

11.4.2 British Columbia or Canada has the authority to enter Sechelt Treaty Land to address an environmental emergency.

- a. Where possible, British Columbia or Canada will provide reasonable notice of its intention to enter Sechelt Treaty Land to address an environmental emergency.
- b. Where it is not possible for British Columbia or Canada to provide reasonable notice of its intention to enter Sechelt Treaty Land, British Columbia or Canada will, as soon as practicable, notify Sechelt of its actions on Sechelt Treaty Land.

11.4.3 Sechelt will notify British Columbia or Canada as soon as practicable of any environmental emergency on Crown Land which is likely to affect Sechelt Treaty Land.

11.4.4 Where Sechelt notification of British Columbia is not possible under section 11.4.3 and where the environmental emergency requires prompt co-ordination of action, Sechelt may enter Crown Land to address an environmental emergency which is likely to affect Sechelt Treaty Land.

- a. Sechelt will notify British Columbia as soon as practicable of any action it plans to take to address an environmental emergency on Crown Land.

- b. Where it is not possible for Sechelt to provide notification under subsection 11.4.4(a), Sechelt will, as soon as practicable, notify British Columbia of its actions on Crown Land.

11.4.5 British Columbia or Canada will notify Sechelt as soon as practicable of any environmental emergency on Crown Land which is likely to affect Sechelt Treaty Land.

CHAPTER 12 - LAND USE PLANNING

12.1.0 GENERAL

- 12.1.1 British Columbia and Sechelt support the continued evolution of land use planning processes affecting the Sechelt Area.
- 12.1.2 British Columbia acknowledges that Sechelt plays a significant role in land use planning within the Sechelt Area and works co-operatively with its neighbouring communities.

12.2.0 LAND USE PLANNING AFFECTING SECHELT AREA

- 12.2.1 British Columbia will invite Sechelt to participate in any land use planning process affecting the Sechelt Area.
 - a. Sechelt will have a right to participate in the same capacity as other members of any land use planning process affecting the Sechelt Area; and
 - b. British Columbia will provide to Sechelt the decision resulting from any such process.

12.3.0 LAND USE PLANNING ON SECHELT TREATY LAND

- 12.3.1 Sechelt has the authority to make laws in relation to land use planning in respect of Sechelt Treaty Land subject to such laws containing standards equivalent to those prevailing in the *Sechelt Indian Band Self-Government Act*, the Sechelt Constitution and the terms of the Final Agreement.
- 12.3.2 Sechelt will invite British Columbia to participate in any land use planning process on Sechelt Treaty Land affecting Crown Land.
 - a. British Columbia will have a right to participate in the same capacity as other members of any land use planning process on Sechelt Treaty Land; and
 - b. Sechelt will provide to British Columbia the decision resulting from any such process.

CHAPTER 13- WATER PLANNING AND MANAGEMENT

13.1.0 GENERAL

- 13.1.1 British Columbia and Sechelt are committed to maintaining high water quality.
- 13.1.2 British Columbia and Sechelt recognize the need for the conservation and efficient use of water resources.
- 13.1.3 British Columbia acknowledges that Sechelt plays a role in water planning and water management within the Sechelt Area, including its governmental participation in the Sunshine Coast Regional District's Public Utilities Commission.
- 13.1.4 The Final Agreement is not intended to alter the laws of British Columbia in respect of proprietary interests in water.
- 13.1.5 British Columbia recognizes the right of Sechelt, as a consequence of the *Sechelt Indian Band Self-Government Act* and *Sechelt Indian Government District Enabling Act* to participate in any local government institution that may regulate water within the Sunshine Coast Regional District boundary.

13.2.0 WATER MANAGEMENT AFFECTING SECHELT AREA

- 13.2.1 British Columbia will invite Sechelt to participate in any public water management process affecting the Sechelt Area.
 - a. Sechelt will have a right to participate in the same capacity as other members of the public water management process affecting the Sechelt Area; and
 - b. British Columbia will provide to Sechelt the decision resulting from the process.

13.3.0 WATER PLANNING ON SECHELT TREATY LAND

- 13.3.1 Sechelt will invite British Columbia to review any plans for water facilities on or serving Sechelt Treaty Land that affect land other than Sechelt Treaty Land or the service of water to land other than Sechelt Treaty Land.

CHAPTER 14 - CULTURE AND HERITAGE

14.1.0 HERITAGE RESOURCE MANAGEMENT AND PROTECTION

- 14.1.1 Federal and provincial laws relating to the establishment, management and protection of heritage resources will apply in the Sechelt Area.
- 14.1.2 Upon request by any Party, the Party having information on the location, types and significance of heritage resources within the Sechelt Area will provide such information to the requesting Party in a timely manner.
- 14.1.3 Where activity occurs to a heritage site in violation of section 13 of the *Heritage Conservation Act*, R.S.B.C. 1996, c.187, British Columbia and Sechelt will meet in a timely manner to determine what action, if any, should be taken.
- 14.1.4 British Columbia will invite Sechelt to participate in any public process respecting the planning or management of heritage resources affecting the Sechelt Area.
 - a. Sechelt will have a right to participate in the same capacity as other members of the public process; and
 - b. British Columbia will provide to Sechelt the decision resulting from the process.

14.2.0 SECHELT CULTURAL MATERIALS

- 14.2.1 With respect to the Sechelt cultural materials in the archaeological collection at the Royal British Columbia Museum ("RBCM"):
 - a. these Sechelt cultural materials are identified in Appendix C - Sechelt Cultural Materials;
 - b. by agreement, the Sechelt cultural materials listed in Appendix C₁ - Sechelt Cultural Materials to be under the care and custody of Sechelt, are to be under the care and custody of Sechelt; and
 - c. by agreement, the Sechelt cultural materials listed in Appendix C₂ - Sechelt Cultural Materials to be under the care and custody of RBCM, are to be under the care and custody of the RBCM.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 14.2.2 British Columbia and Sechelt will determine the Sechelt cultural materials to be included in Appendix C₁ and Appendix C₂ before completion of the Final Agreement.
- 14.2.3 With respect to access to Sechelt and RBCM collections of Sechelt cultural materials:
- a. Sechelt will have access to any Sechelt cultural materials held by RBCM subject to such conditions of access as are consistent with any general standards for conservation and protection established by RBCM; and
 - b. RBCM will have access to any Sechelt cultural materials held by Sechelt subject to such conditions of access as are consistent with any general standards for conservation and protection established by Sechelt.
- 14.2.4 RBCM and Sechelt may enter into agreements regarding the protection, management, use, periodic loan, care, display, notice of future accession, and conditions of deaccession of Sechelt cultural materials held by either Sechelt or RBCM.
- 14.2.5 If RBCM acquires Sechelt cultural materials after the Effective Date, RBCM will retain such Sechelt cultural materials or, where RBCM and Sechelt agree, such Sechelt cultural materials will be transferred to Sechelt.
- 14.3.0 RECOGNITION OF SECHELT CULTURE**
- 14.3.1 The Sechelt People assert the vital role that water plays in the spiritual, ceremonial and cultural aspects of their lives.
- 14.3.2 Sechelt and British Columbia may enter into agreements, consistent with provincial programs in operation from time to time, to erect signs within the Sechelt Area commemorating sites of significant cultural, heritage or spiritual importance to Sechelt or to otherwise commemorate Sechelt language and culture.
- 14.3.3 Sechelt People have the right to gather on provincial Crown Land in the Sechelt Area for sustenance, medicinal or ceremonial purposes of a non-commercial nature:
- a. traditionally used plants, herbs, roots, berries, moss, ferns and bark; and
 - b. upon suitable arrangements being reached with the appropriate Crown authority, traditionally used trees,

AGREEMENT-IN-PRINCIPLE

April 16, 1999

until such time as those lands are sold or leased to a third-party or are otherwise required for federal or provincial Crown authorized use or uses which are incompatible with the continuation of such gathering on those lands.

CHAPTER 15 - GOVERNANCE

15.1.0 EXISTING SECHELT SELF-GOVERNMENT

- 15.1.1 The Parties acknowledge that Sechelt exercises a form of self-government under the *Sechelt Indian Band Self-Government Act* and will continue to exercise that form of self-government.
- 15.1.2 The Parties acknowledge their acceptance of the existing law-making powers as expressed in the *Sechelt Indian Band Self-Government Act*, the *Sechelt Indian Government District Enabling Act* and the Sechelt Constitution.

15.2.0 RELATIONSHIPS WITH LOCAL GOVERNMENTS

- 15.2.1 Sechelt will continue to consult and may enter into agreements with neighbouring local governments to coordinate their activities with respect to zoning and land use planning.
- 15.2.2 Sechelt will give a full and fair consideration of any views presented by other local governments.
- 15.2.3 Sechelt agrees that the Sechelt Indian Government District will continue to participate as a member local government of the Sunshine Coast Regional District or any successor body.
- 15.2.4 Sechelt agrees that the Sechelt Indian Government District will continue to participate as a member of the Union of B.C. Municipalities.

15.3.0 SECHELT SELF-GOVERNMENT AFTER TREATY

- 15.3.1 The Parties agree that, after the Effective Date, Sechelt will exercise its delegated law making powers over Sechelt Treaty Land.
- 15.3.2 The Parties agree that these law-making powers will be delegated to Sechelt by both the federal and provincial governments pursuant to their respective jurisdictional responsibilities, including such additional powers as may be agreed upon by the Parties as necessary to give effect to any law-making powers referred to in this Agreement.

- 15.3.3 The Parties agree that the provisions relating to Sechelt governance will not be constitutionally protected treaty rights, unless specifically provided for in the Final Agreement.
- 15.3.4 The Parties agree to develop in the Final Agreement a process for consultation with Sechelt as part of any federal or provincial legislative amendment to Sechelt governance arrangements.
- 15.3.5 Prior to the Final Agreement, the Parties agree to identify what actions will be required to give effect to these governance provisions.

CHAPTER 16 - FISCAL ARRANGEMENTS

16.1.0 CAPITAL TRANSFER

- 16.1.1 The cash component of the Capital Transfer from Canada and British Columbia to Sechelt will be \$40 million and will be paid in accordance with the provisions of this Chapter.
- 16.1.2 A provisional schedule of payments will be negotiated prior to the initialling of the Final Agreement such that:
- a. the length and shape of the provisional schedule will be negotiated and will provide for a first payment to Sechelt on the Effective Date and subsequent payments on each annual anniversary date;
 - b. the net present value of the amounts listed in the provisional schedule will equal the amount set out in section 16.1.1; and
 - c. the present value referred to in subsection 16.1.2 (b) will be calculated using as a discount rate the most recent appropriate Consolidated Revenue Fund Lending Rate available prior to the initialling of the Final Agreement from the Department of Finance, Canada, less one eighth of one percent.
- 16.1.3 A final schedule of payments will be determined approximately one month prior to the Effective Date by multiplying each amount in the provisional schedule by the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the latest quarter prior to that date for which the FDDIPI has been published by Statistics Canada, and dividing by the value of FDDIPI for the 3rd quarter of 1998.
- 16.1.4 Payments to Sechelt will be made in accordance with the final schedule of payments determined in accordance with section 16.1.3.
- 16.1.5 Sechelt has indicated that the cash component of the Capital Transfer will be held in the Sechelt Prosperity Fund in accordance with the Sechelt Constitution.

16.2.0 FISCAL FINANCING AGREEMENTS

16.2.1 Prior to initialling of the Final Agreement, Canada and Sechelt will conclude an agreement regarding the treatment of the Sechelt own source revenue capacity in funding agreements between Canada and Sechelt, based on the following principles:

- a. funding pursuant to the *Sechelt Indian Band Self-Government Act* is a matter between Canada and Sechelt;
- b. for funding agreements, including those pursuant to the *Sechelt Indian Band Self-Government Act*, entered into after the Effective Date, the Sechelt own source revenue capacity will be taken into account in the determination of the funding amounts to be provided to Sechelt;
- c. except where Canada and Sechelt agree a revenue source is specifically excluded, the Sechelt revenues from all sources, including, but not limited to revenues from lands, resources and financial assets, will be subject to own source revenue capacity consideration; and
- d. the Sechelt own source revenue capacity will not be taken into account so as to unreasonably reduce the incentives for Sechelt to raise revenues.

16.3.0 SECHELT TRANSITION FUND

16.3.1 A Sechelt Transition Fund in the amount of \$2 million will be provided by Canada and British Columbia to Sechelt on the Effective Date indexed in the same manner as provided for in section 16.1.3.

CHAPTER 17 - TAXATION

17.1.0 CAPITAL TRANSFER

- 17.1.1 The Capital Transfer to Sechelt will not be taxable.
- 17.1.2 A recognition under the Final Agreement of the ownership by the Sechelt of the Capital Transfer will not be taxable.
- 17.1.3 For the purposes of sections 17.1.1 and 17.1.2, an amount paid to a Treaty Participant will be deemed to be a transfer of the Capital Transfer under the Final Agreement if the payment:
 - a. reasonably can be considered to be a distribution of the Capital Transfer received by Sechelt; and
 - b. becomes payable to the Treaty Participant within 90 days, and is paid to the Treaty Participant within 270 days, after Sechelt receives the Capital Transfer.

17.2.0 SECHELT TREATY LAND

- 17.2.1 Sechelt is not subject to capital taxation, including real property taxes and taxes on capital or wealth, with respect to its interest in unimproved Sechelt Treaty Land and Sechelt Treaty Land on which are improvements that the Parties agree are improvements, termed "designated improvements", that are used for public purposes and are not used for the purposes of profit.
- 17.2.2 Prior to the Effective Date, the Parties will make best efforts to reach agreement on a detailed definition of "designated improvements".
- 17.2.3 Section 17.2.1 does not exempt from taxation the disposition of capital by Sechelt, nor does it affect the taxation of any person other than Sechelt.
- 17.2.4 Where within 20 years of the Effective Date, Canada or British Columbia enacts legislation pursuant to a land claim agreement applicable within British Columbia that provides that all of the lands of the First Nation will cease to be the lands reserved for Indians within the meaning of subsection 91(24) of the *Constitution Act, 1867* and that provides tax powers or exemptions to a band or other Aboriginal polity in the Sunshine

AGREEMENT-IN-PRINCIPLE

April 16, 1999

Coast or Lower Mainland areas of British Columbia that are not available to Sechelt, Canada and British Columbia, at the request of Sechelt, will negotiate and attempt to reach an agreement with Sechelt to provide appropriate adjustments to the tax powers and exemptions available to Sechelt taking into account the particular circumstances of the other First Nation and of its land claim agreement.

17.3.0 INDIAN ACT TAX EXEMPTION

17.3.1 Subject to section 17.3.2, section 87 of the *Indian Act* applies to a Treaty Participant and a Band Member who is an Indian only to the extent that an Indian other than a Treaty Participant or a Band Member, or the property of that Indian, would be exempt from taxation in similar circumstances by reason of the applicability of section 87 of the *Indian Act*.

17.3.2 Section 87 of the *Indian Act* has no further application to a Treaty Participant and a Band Member who is an Indian:

- a. in respect of transaction tax, as of the first day of the first month that starts after the eighth anniversary of the Effective Date;
- b. in respect of income tax, as of a date, to be decided by the Parties, that commences no later than January 1 of the first calendar year that starts on or after the twelfth anniversary of the Effective Date; and
- c. in respect of any other tax as of the Effective Date.

17.4.0 REMISSION ORDERS

17.4.1 Subject to sections 17.4.2 and 17.4.3, as of the Effective Date, Canada and British Columbia will each grant a remission of, respectively, federal and provincial transaction taxes and income tax imposed or levied in respect of:

- a. the estate or interest of an Indian in Sechelt Land previously treated as a "reserve" pursuant to section 35(3) of the *Sechelt Indian Band Self-Government Act* for the purposes of section 87 of the *Indian Act*, prior to the Effective Date, and that are within Sechelt Land;
- b. the personal property of an Indian situated on Sechelt Land that, prior to the Effective Date, was:

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- i. previously treated as a "reserve" pursuant to section 35(c) of the *Sechelt Indian Band Self-Government Act* for the purposes of section 87 of the *Indian Act*, and
- ii. within Sechelt Land; and
- c. an Indian's ownership, occupation, possession or use of any property referred to in (a) or (b) above.

17.4.2 A remission of tax under section 17.4.1 will be granted only where the property referred to in subsection 17.4.1(a) or 17.4.1(b), or the Indian in respect of the ownership occupation, possession or use of the property referred to in subsection 17.4.1(a) or 17.4.1(b) would, but for this Agreement, be exempt from taxation by reason of the applicability of section 87 of the *Indian Act*.

17.4.3 The orders authorizing the remissions of tax referred to in section 17.4.1 will cease to be effective:

- a. in respect of transaction tax, as of the first day of the first month that starts after the eighth anniversary of the Effective Date; and
- b. in respect of income tax, as of a date, decided by the Parties, that commences no later than January 1 of the first calendar year that starts on or after the twelfth anniversary of the Effective Date.

17.5.0 TAXATION AGREEMENT

17.5.1 On the Effective Date, the Parties may enter into a Taxation Agreement. The Taxation Agreement does not form part of the Final Agreement.

17.5.2 The Taxation Agreement is not intended to be a treaty or land claim agreement, and is not intended to recognize or affirm Aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

17.5.3 The provisions of the Taxation Agreement will be given effect under federal and provincial law.

Tax treatment of Sechelt (sections 17.5.4 to 17.5.7 will form part of the Taxation Agreement.)

17.5.4 For the purposes of subsection 149(1)(c) of the *Income Tax Act*, Sechelt is deemed to be a public body performing a function of government in Canada.

17.5.5 For the purposes of subsections 149(1)(d) to 149(1)(d.6) and subsections 149(1.1) to 149(1.3) of the *Income Tax Act*, Sechelt is deemed to be a municipality in Canada.

Mineral resource taxes

17.5.6 Where the Sechelt Indian Band retains the ownership interest in mineral rights on Sechelt Treaty Land, British Columbia will agree to withdraw from taxation of minerals under the *Mineral Tax Act*, R.S.B.C. 1996, c.290, the *Mining Tax Act*, R.S.B.C. 1996, c.295 and the *Petroleum and Natural Gas Act*, R.S.B.C. 1996, c.361.

17.5.7 In the Taxation Agreement, Sechelt will be exempt from the *Mineral Land Tax Act*, R.S.B.C. 1996, c.291 on Sechelt Treaty Land.

17.6.0 FURTHER NEGOTIATION

17.6.1 Prior to the Effective Date, for the purposes of section 17.5.1, the Parties shall make best efforts to negotiate and reach agreement on the following elements to be included in the Taxation Agreement:

- a. the tax treatment of Sechelt including any institution established by Sechelt (such as a trust, board, corporation or commission), in respect of a provincial transaction tax and the federal goods and services tax;
- b. the tax treatment of real property of Sechelt and of a Treaty Participant and Band Member in respect of Sechelt Treaty Land;
- c. the tax treatment of gifts made to Sechelt and of donations of cultural property made to Sechelt;
- d. conformity of Sechelt legislation with relevant obligations agreed to by Canada under international treaties or protocols in respect of taxation; and
- e. any other taxation-related matter that the Parties agree to include in the Taxation Agreement.

CHAPTER 18 - AMENDMENT

18.1.0 GENERAL

18.1.1 The Parties agree that the Final Agreement will only be amended with the agreement of all of the Parties.

18.2.0 AMENDMENT PROCEDURE

18.2.1 Any one or more of the Parties may propose an amendment to the Final Agreement.

18.2.2 In the event of a proposal pursuant to section 18.2.1, the Parties agree that, before they proceed with amending the Final Agreement, they may attempt to find other means of satisfying the interests of the Party proposing the amendment.

18.2.3 Where all Parties agree that an amendment to the Final Agreement is required, the Parties will proceed diligently to agree on the wording of such amendment.

18.2.4 The process for ratifying amendments to the Final Agreement, after the Effective Date, will be set out in the Final Agreement.

18.2.5 The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement as soon as possible after the amendment has been ratified by all of the Parties.

CHAPTER 19 - DISPUTE RESOLUTION

19.1.0 APPLICATION

- 19.1.1 The following dispute resolution provisions apply to the resolution of all disputes among the Parties regarding the interpretation and application of the Final Agreement.

19.2.0 APPROACH

- 19.2.1 The Parties will at all times endeavour to agree on the interpretation and application of the Final Agreement and will make every effort, through implementation planning, cooperation and consultation, to resolve disputes.
- 19.2.2 In the event that the Parties fail to resolve a dispute pursuant to section 19.2.1, they may, by consensus, utilize any method of dispute resolution including, but not limited to, review and recommendations by technical working groups, conciliation, mediation or arbitration.
- 19.2.3 Each Party will be responsible for its own costs associated with any chosen method of dispute resolution.

19.3.0 ARBITRATION

- 19.3.1 In the event that the Parties agree to employ arbitration to resolve a dispute, the arbitration will be governed by the provincial legislation then in force respecting commercial arbitration unless the Parties agree otherwise.

19.4.0 JUDICIAL PROCEEDINGS

- 19.4.1 At any time in the dispute resolution process, any Party may commence judicial proceedings in respect of the interpretation or application of the Final Agreement.

CHAPTER 20 - ELIGIBILITY

20.1.0 ELIGIBILITY AS A TREATY PARTICIPANT

- 20.1.1 A person will be a Treaty Participant under the Final Agreement if that person is a Band Member as recorded in the Band List as of April 24, 1997.
- 20.1.2 On April 24, 1997, the Treaty Participant List will be established, consisting of all the persons listed on the Band List as of that date.
- 20.1.3 A person is entitled to be added to the Treaty Participant List if that person is:
- a. the natural child of a Treaty Participant unless the parents of that child are a non-Indian and a widowed Band Member who has no Indian blood;
 - b. a member of another Indian Band who was originally a Band Member prior to April 24, 1997 or a Treaty Participant provided that he or she simultaneously resigns his or her membership in that other Band;
 - c. a member of another Indian Band who is adopted by a Treaty Participant or a Band Member prior to April 24, 1997;
 - d. entitled to be registered as an Indian and a member of the Band under paragraphs 6(1) (a), 6(1) (c), 6(1) (d), 6(1) (e), 6(1) (f) or 6(2) of the *Indian Act*;
 - e. a member of another Indian Band who is married to a Band Member, provided that notice of that person's intention to become a member of the Band is given to the Band Council within 120 days of the marriage and that person simultaneously resigns his or her membership in that other Indian Band; or if
 - f. 75% of the Band Electors vote in favour of his or her entitlement to be registered during a referendum of Sechelt called for this purpose, as long as that person is of Aboriginal ancestry. If less than 75% of the Band Electors but more than 50% of the Band Electors who actually vote in the first referendum vote in favour of a person's entitlement to be registered, that person shall be entitled to a second vote on his or her application for membership to take place within 12 months of the first and shall require a vote in favour of 75% of the Band Electors who actually vote.

20.2.0 EXCLUSION FROM TREATY PARTICIPANT LIST

- 20.2.1 Where a person having no Aboriginal ancestry has become a Band Member prior to April 17, 1985 because of marriage to a Band Member and that person subsequently has a child or children with another person having no Aboriginal ancestry, that child or children shall not be entitled to be on the Treaty Participant List.
- 20.2.2 Where a person having no Aboriginal ancestry has become a Band Member prior to April 17, 1985 on account of marriage to a Band Member, that person shall no longer be entitled to be on the Treaty Participant List upon divorce from the Band Member.
- 20.2.3 A person who is enrolled pursuant to another land claim agreement or treaty in Canada is not eligible to be on the Treaty Participant List. A person who is on the Treaty Participant List shall be struck from that List if that person becomes enrolled pursuant to another such agreement or treaty.
- 20.2.4 Notwithstanding section 20.2.3, a person who is eligible to be on the Treaty Participant List but for the fact that the person is enrolled pursuant to another land claim agreement or treaty in Canada shall be eligible to be on the Treaty Participant List if that person ceases to be enrolled pursuant to the other land claim agreement or treaty.

20.3.0 TREATY PARTICIPANT LIST FOR FINAL AGREEMENT

- 20.3.1 Following the initialling of this Agreement by the Chief Negotiators, the Band Council shall deliver to the Chief Negotiators for Canada and British Columbia the Band List and the Treaty Participant List, both duly certified as correct by the Band Council.
- 20.3.2 The Band Council shall establish procedures for adding or deleting persons from the Treaty Participant List in accordance with sections 20.1.0 and 20.2.0.
- 20.3.3 The Band Council shall thereafter provide regularly to the said Chief Negotiators statements of all applications, additions, rejections and deletions to the Treaty Participant List so as to maintain its currency.
- 20.3.4 Any Party or any person affected by a decision of the Band Council under sections 20.3.1, 20.3.2 and 20.3.3 may appeal such a decision by filing a notice of appeal with the Supreme Court of British Columbia within 60 days of receiving notice from the Band Council.

- 20.3.5 On any such appeal, if the Court finds that the Band Council erred in reaching its decision, the Court may reverse the decision of the Band Council.

CHAPTER 21 - IMPLEMENTATION

21.1.0 GENERAL

- 21.1.1 The Parties agree to conclude an Implementation Plan prior to ratifying a Final Agreement.
- 21.1.2 The Parties agree that the Implementation Plan will be guided by the principles of accountability, efficiency and economy.

21.2.0 WORKING GROUP

- 21.2.1 The Parties agree to establish a tripartite working group which will:
 - a. be responsible for the development of an implementation plan prior to the ratification of the Final Agreement; and
 - b. call upon other participants to provide technical expertise as required.

21.3.0 IMPLEMENTATION PLAN

- 21.3.1 The Implementation Plan will be developed taking into consideration the Implementation Framework, as described in the Implementation Protocol among Sechelt, Canada and British Columbia dated October 8, 1996.
- 21.3.2 The Implementation Plan will:
 - a. specify the obligations and activities required to implement the Final Agreement;
 - b. specify how and by whom the activities will be carried out and how the obligations will be discharged;
 - c. specify the time frames for implementation of the Final Agreement, and any transitional measures associated with implementation required;
 - d. specify the level of funding the Parties agree to provide for implementing the Final Agreement;

- e. include a communications strategy to inform government, Sechelt and interested parties of the implementation and content of the Final Agreement;
 - f. specify how implementation of the Final Agreement will be monitored;
 - g. specify how the Implementation Plan will be amended if necessary;
 - h. specify an annual reporting mechanism; and
 - i. address other matters agreed to by the Parties.
- 21.3.3 The Implementation Plan will be appended to, but will not be part of, the Final Agreement.

CHAPTER 22 - RATIFICATION OF AGREEMENT-IN-PRINCIPLE

22.1.0 GENERAL

- 22.1.1 Once this Agreement has been initialled by the Chief Negotiators for Sechelt, Canada and British Columbia, they will submit it for ratification by the Parties as set out in this Chapter.

22.2.0 RATIFICATION BY SECHELT

- 22.2.1 Sechelt will approve this Agreement pursuant to section 9 of the *Sechelt Indian Band Self-Government Act*.

22.3.0 RATIFICATION BY CANADA

- 22.3.1 Canada will have ratified this Agreement when it is signed by a Minister of the Crown authorized by the federal Cabinet.

22.4.0 RATIFICATION BY BRITISH COLUMBIA

- 22.4.1 Following initialling of this Agreement, provincial negotiators will follow whatever procedures are required to approve this Agreement, including consulting with local governments, advisory committees and the public on the contents of this Agreement.
- 22.4.2 Following ratification of this Agreement by Sechelt, the Minister of Aboriginal Affairs will bring this Agreement before the Executive Council of British Columbia for approval. British Columbia will be considered to have ratified this Agreement once it is signed by the Minister of Aboriginal Affairs.

CHAPTER 23 - RATIFICATION OF THE FINAL AGREEMENT

23.1.0 GENERAL

- 23.1.1 Once the Final Agreement has been initialled by the Chief Negotiators for Sechelt, Canada and British Columbia, they shall submit it for ratification by the Parties as set out in this Chapter.

23.2.0 RATIFICATION BY SECHELT

- 23.2.1 Sechelt shall take whatever steps are necessary to ensure the Band Voters have a reasonable opportunity to review the substance and details of the Final Agreement and to participate in the ratification vote. Particular attention shall be given to the need for community meetings in Sechelt communities and to the production and distribution of materials to Band Voters. Sechelt will consult Canada and British Columbia on the production of those materials and the plan for implementing the information program and the process of the ratification vote.
- 23.2.2 Sechelt agrees to be responsible for all costs associated with the process of its own ratification.
- 23.2.3 The Final Agreement shall be approved at a ratification vote of the Band Voters held specifically for this purpose.
- 23.2.4 The Band Council shall prepare, in consultation with Canada and British Columbia, the question to be considered by the Band Voters in the ratification vote.
- 23.2.5 The Final Agreement shall be approved by Sechelt by the affirmative vote of a majority of the Band Voters who actually vote in the ratification vote.
- 23.2.6 Sechelt acknowledges that, in the event that the Final Agreement is approved as provided in section 23.2.5 but less than 50% of the Band Voters actually vote in favour of the Final Agreement in the ratification vote, Canada or British Columbia, or both, may decline to accept the vote as a sufficient expression of Sechelt approval, in which case the Parties will meet within two months to determine what steps will be taken.

23.3.0 APPOINTMENT OF ELECTORAL OFFICER

23.3.1 Upon initialling the Final Agreement, the Band Council shall appoint an Electoral Officer to conduct the ratification vote and this Electoral Officer shall not be a member of the Band Council nor an employee working in the Sechelt offices.

23.3.2 For the purposes of carrying out all of his or her duties hereunder, the Electoral Officer may appoint one or more deputy electoral officers who also shall not be members of the Band Council nor employees working in the Sechelt offices.

23.4.0 LIST OF BAND VOTERS

23.4.1 All Treaty Participants who are 18 years or older on the day of the ratification vote shall be entitled to vote.

23.4.2 The Electoral Officer shall prepare a list containing in alphabetical order the names of the Treaty Participants entitled to vote in the ratification vote and designating the location of the polling booth where each Band Voter shall be entitled to vote, or whether a Band Voter is eligible to vote by mail-in ballot. A copy of this list will immediately be provided to the Parties.

23.4.3 In preparing the list referred to in section 23.4.2, the Electoral Officer shall exclude from the list any Treaty Participant who is 18 years or older and for whom Sechelt does not have a current address where he or she may be contacted, provided that the Electoral Officer is satisfied that the Band Council has attempted to contact the Treaty Participant and advise the Treaty Participant of the Final Agreement ratification process. The Electoral Officer shall immediately provide to the Parties a list of those Treaty Participants who have been excluded from the list of Band Voters pursuant to this section, together with an explanation of what steps have been taken by the Band Council to attempt to obtain the current address of each excluded Treaty Participant.

23.4.4 Where Canada or British Columbia have any concerns about exclusion of a Treaty Participant from the list of Band Voters, or the explanation of the steps taken by the Band Council to contact the Treaty Participant, the Parties agree that they will meet within 30 days following receipt of the list from the Electoral Officer to discuss these concerns.

23.4.5 Any Band Voter may apply to the Electoral Officer within 10 days of the posting of the list of Band Voters to have the list revised on the grounds that:

- a. the name of a Band Voter has been omitted;
- b. the name of a Band Voter is incorrectly set out; or
- c. the name of a person not entitled to vote is included.

23.4.6 Where the Electoral Officer is satisfied that a revision is necessary in the list of Band Voters, he or she shall make the revision and such revision shall be final.

23.4.7 The Electoral Officer will immediately advise the Parties of the name and reason for any Treaty Participant not being added to the list of Band Voters.

23.5.0 SECHELT RATIFICATION VOTE

23.5.1 The Sechelt ratification vote will be conducted in accordance with the procedure set out in Appendix D - Sechelt Ratification Procedures.

23.5.2 When the results of the voting of all the polls are known to the Electoral Officer he or she will:

- a. immediately prepare a statement in duplicate signed by himself or herself and by the Chief of Sechelt indicating, by polling station and in total:
 - i. the number of Band Voters who were entitled to vote;
 - ii. the number of Band Voters who voted;
 - iii. the number of votes cast in favour of and against the question submitted in the ratification vote; and
 - iv. the number of rejected ballots, and
- b. deliver a copy of the statement to the Parties.

23.5.3 The Electoral Officer will deposit the ballot papers used in the voting in a sealed envelope and retain it for 120 days after which time he or she may, unless directed otherwise by the Band Council, destroy them in the presence of two witnesses. The Electoral Officer will obtain Canada's approval in writing prior to proceeding with the destruction of the ballot papers.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

23.5.4 Where 20 Band Voters file a signed petition with the Electoral Officer and the Band Council within 15 days of the Electoral Officer's delivery of the statement of the results referred to in section 23.5.2 alleging either:

a. that there was corrupt practice in connection with the ratification vote; or

b. that the procedures provided for were not properly complied with,

the Electoral Officer shall immediately refer the matter to the Supreme Court of British Columbia to determine whether the ratification vote should be held again under the Court's supervision.

23.5.5 The Electoral Officer will immediately notify the Parties when he or she refers the matter, referred to in section 23.5.4, to the Supreme Court of British Columbia.

23.5.6 Within 15 days following the ratification vote, the Band Council will provide a report to Canada and British Columbia which includes:

a. a copy of all materials provided to the Band Voters;

b. a listing of all meetings held including locations, dates, times and approximate attendance; and

c. any other information that may be relevant to the ratification process.

23.5.7 Within 30 days of the delivery of the statement referred to in section 23.5.2 the Electoral Officer will:

a. prepare a statement signed by himself or herself indicating:

i. the date on which the voting took place;

ii. the question that was submitted to the Band Voters;

iii. the location of the polling places;

iv. the names, addresses and telephone numbers of the deputy electoral officers;

v. the final list of Band Voters;

AGREEMENT-IN-PRINCIPLE

April 16, 1999

vi. the number of mail-in ballots issued and the number of mail-in ballots received; and

vii. information on any irregularities that occurred in the voting process; and

b. deliver a copy of the statement to the Parties.

23.6.0 RATIFICATION BY CANADA

23.6.1 Canada will use the following procedures to ratify the Final Agreement.

a. The Minister of Indian Affairs and Northern Development will present the Final Agreement to Cabinet for approval when:

i. Sechelt has ratified the Final Agreement in accordance with the Sechelt ratification provisions contained in this Chapter;

ii. a statement has been delivered and considered by the Parties pursuant to section 23.5.2;

iii. a report has been presented to and considered by Canada and British Columbia pursuant to section 23.5.6;

iv. a statement has been prepared by the Electoral Officer pursuant to section 23.5.7 and a copy has been presented and considered by Canada and British Columbia;

v. the Minister of Indian Affairs and Northern Development is satisfied that there has been no referral to the Supreme Court of British Columbia pursuant to section 23.5.4; and

vi. in the Minister's opinion, after considering all of the information provided to Canada pursuant to this Chapter respecting the voting procedures and the results of the ratification vote, including a review of the number of people actually voting in the ratification vote, the process has been open, fair and democratic and the results constitute an expression of informed Sechelt consent to the Final Agreement which is sufficient to provide certainty and finality for all the Parties.

AGREEMENT-IN-PRINCIPLE

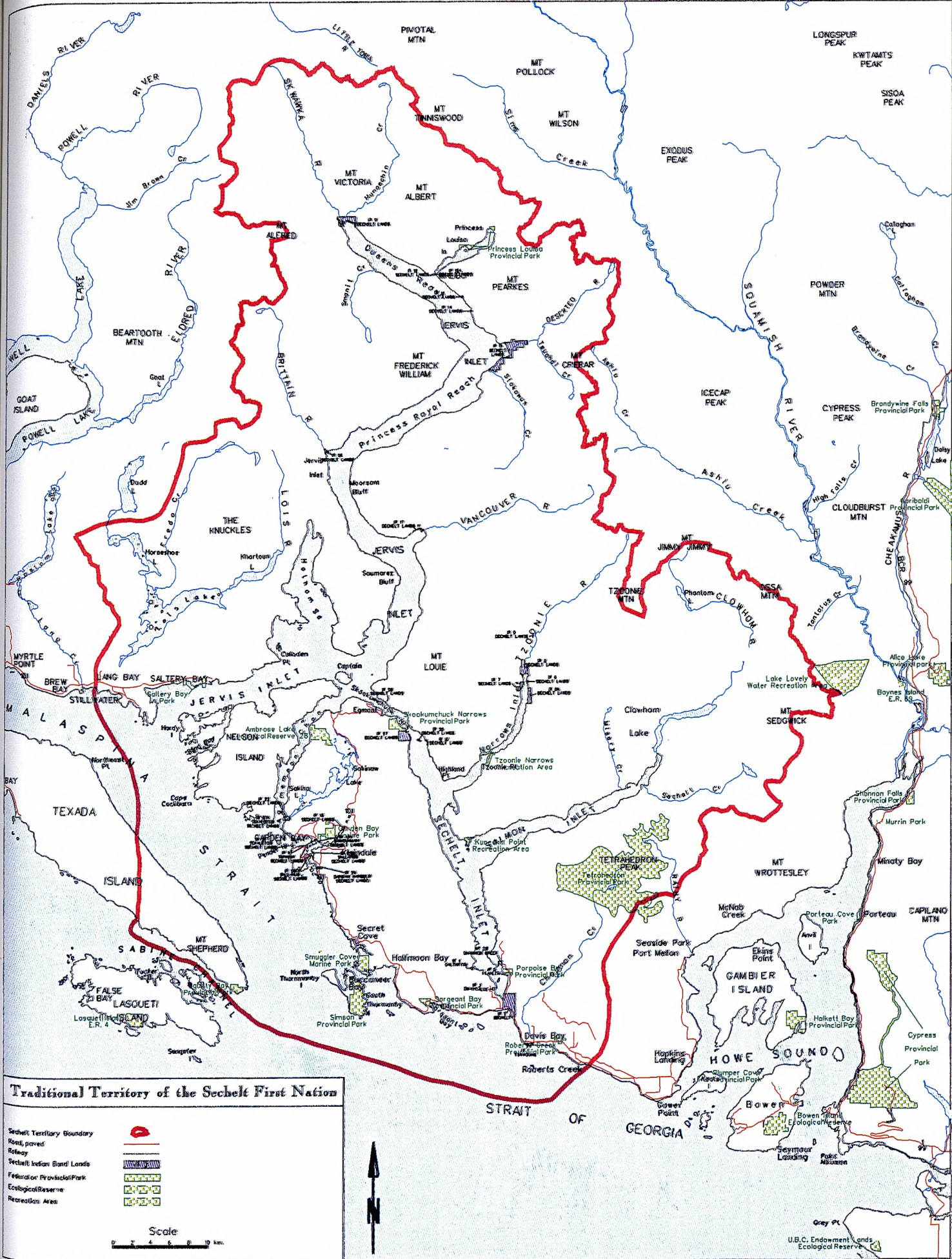
April 16, 1999

- b. A decision whether to present the Final Agreement for approval under section 23.6.1 will be made within 45 days of the Electoral Officer's delivery of the statement of results under section 23.5.2.
 - c. If the Final Agreement is approved by Cabinet, the Final Agreement will be signed by the Minister.
 - d. Once the Final Agreement has been signed by the duly authorized representatives of Sechelt, British Columbia and Canada, the Minister of Indian Affairs and Northern Development will recommend legislation to Parliament to give effect to the Final Agreement.
- 23.6.2 Canada will have ratified the Final Agreement when legislation giving effect to the Final Agreement is passed by Parliament and comes into force.
- 23.7.0 RATIFICATION BY BRITISH COLUMBIA**
- 23.7.1 Following initialling of the Final Agreement, provincial negotiators will follow whatever procedures are required to approve the Final Agreement, including consulting with local governments, advisory committees and the public on the contents of the Final Agreement.
- 23.7.2 British Columbia will use the following procedures to ratify the Final Agreement.
- a. The Minister of Aboriginal Affairs will present the Final Agreement to the Executive Council for approval when:
 - i. Sechelt has ratified the Final Agreement in accordance with the ratification provisions contained in this Chapter;
 - ii. a statement has been delivered and considered by the Parties pursuant to section 23.5.2;
 - iii. a report has been presented to and considered by Canada and British Columbia pursuant to section 23.5.6;
 - iv. a statement has been prepared by the Electoral Officer pursuant to section 23.5.7 and a copy has been presented and considered by Canada and British Columbia;

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- v. the Minister of Aboriginal Affairs is satisfied that there has been no referral to the British Columbia Supreme Court pursuant to section 23.5.4; and
 - vi. the Minister of Aboriginal Affairs is satisfied that the procedures outlined in section 23.7.1 have been adequately carried out.
- b. A decision whether to present the Final Agreement for approval under section 23.7.2 will be made within 45 days of the Electoral Officer's delivery of the statement of results under section 23.5.2.
 - c. If the Final Agreement is approved by the Executive Council, the Premier will present the Final Agreement to the Legislative Assembly for approval.
 - d. If a resolution of the Legislative Assembly approves the Final Agreement, the Premier, or his or her designate, will sign the Final Agreement.
 - e. Once the Final Agreement has been signed by the duly authorized representatives of Sechelt, British Columbia and Canada, the Minister of Aboriginal Affairs will recommend legislation to the Legislative Assembly to give effect to the Final Agreement.
- 23.7.3 British Columbia will have ratified the Final Agreement when legislation giving effect to the Final Agreement is passed by the Legislative Assembly and comes into force.
- 23.8.0 DISAGREEMENT**
- 23.8.1 In the event that either or both Ministers make a determination not to present the Final Agreement to their Cabinet or Executive Council pursuant to sections 23.6.1 and 23.7.2 respectively, the Parties will meet within two months to determine what steps will be taken.



APPENDIX B - SECHELT FISHING LICENCES
pursuant to Chapter 7 - Fisheries (section 7.8.0)

Licence Type Gear Type Max Length

The following Category "A" licences will be issued to Sechelt pursuant to section 7.8.0 of Chapter 7 - Fisheries.

| | | |
|--------|---------|---------|
| Salmon | Gillnet | 29' 11" |
| Salmon | Gillnet | 27' 11" |
| Salmon | Gillnet | 26' 10" |
| Salmon | Gillnet | 34' 11" |
| Salmon | Gillnet | 32' 0" |
| Salmon | Gillnet | 24' 11" |
| Salmon | Gillnet | 40' 10" |
| Salmon | Gillnet | 27' 6" |
| Salmon | Seine | 56' 4" |

The following Category "S" licences will be issued to Sechelt pursuant to section 7.8.0 of Chapter 7 - Fisheries

| | | |
|--------|-------|--------|
| Shrimp | Trawl | 34' 0" |
| Shrimp | Trawl | 41' 0" |

APPENDIX C - SECHELT CULTURAL MATERIALS
pursuant to section 14.2.0 of Chapter 14 - Culture and Heritage

Summary of Ethnological Collections at
Royal British Columbia Museum ("RBCM")

Recommended for transfer:

| <i>Catalogue No.</i> | <i>Description</i> | |
|----------------------|--------------------|---|
| 2393 | Basket | Purchased by RBCM in 1914. |
| 10815 | Tumpline | Purchased by RBCM in 1961. (Newcombe collection) |
| 10847 | Box | Acquired by Newcombe in 1935. Purchased by RBCM in 1961. |
| 10875 | Model canoe | Purchased by RBCM in 1961. |

RBCM wishes to retain in collections:

| <i>Catalogue No.</i> | <i>Description</i> |
|----------------------|---|
| 40011 | Original art carving by Dan Paul Presented to the Honourable Lt. Governor G.R. Pearkes on the occasion of his visit to the Sechelt Indian Reserve |
| 40492 | Basket |
| 49021 | Model canoe |

ARCHAEOLOGICAL COLLECTIONS FROM BORDEN UNITS WITHIN
SECHELT AREA

- DjRx 5: 1 Carving: anthropomorphic, incised sandstone with human face.
Accession # 1982-23. Found approximately 1926 on South Thormanby Island.
(Storage: 123.B021)
- DjRx 3: 1 Hand maul fragment (nipple top). (Storage: 023.C011)
2 Abrasive stone. (Storage: 023.C011)
3 Ground slate fragment. (Storage: 023.C011)
4 Ground slate fragment. (Storage: 023.C011)
- DjSa Y: 1 Leaf-shaped stone biface. Pender Harbour (Storage: 028.C028)
2 Large stemmed ground slate point. Pender Harbour (Storage: 028.C028)
3 Ground slate fish knife fragment. Pender Harbour (Storage: 028.C028)
4 Handmaul - flat top, complete. (Storage: 028.C030)
5 Tear-shaped basalt biface. (Storage: 028.C028)
6 Ground slate fragment. (Storage: 028.C028)
7 Ground slate knife fragment. (Storage: 028.C028)
8 Ground slate point. (Storage: 028.C028)
9 Ground slate point. (Storage: 028.C028)
10 Abrader, incomplete. (Storage: 028.C028)
11 Handmaul, unfinished. (Storage: 028.C030)
12 Fragment of large rock sculpture - wolf eel. (Storage: 028.D017)
- DjSa 3: 1-90 Majority collected on Sechelt Land in 1969
- 1 Chipped basalt point. (Storage for items 1-33: 028.C027)
2 Chipped basalt point.
3 Chipped biface fragment.
4 Biface
5 Flake
6 Biface
7 Biface
8 Flake
9 Chert core
10 Basalt core
11 Flake
12 Core
13 Core
14 Gun flint
15 Ground slate point fragment
16 Ground slate point fragment
17 Ground slate knife fragment

- 18-30 Ground slate knife fragment
31-33 Ground slate fragment
34-39 Ground slate fragment (Storage for items 34-72: 028.C026)
40-51 Chipped slate fragment
52 Bird bone tube
53 Bone bi-point
54 Bone bi-point
55 Bone harpoon valve fragment
56 Bone harpoon valve fragment
57 Worked antler fragment
58 Worked antler fragment
59-69 Worked bone fragment
70 Stone celt
71 Abrasive stone (sandstone)
72 Whetstone (basalt)
73 Non artifact
74 Hand maul (nipple top) proximate end (Storage for items 74-77: 028.C023)
75 Hand maul (distant end)
76 Hand maul fragment (flat top) proximal end
77 Hand maul fragment (flat top) proximal end
78 Chinese bone bead (burned) lotus design (Storage: 028.C026)
79-82 Blue glass trade beads (Storage for items 79-85: 028.C026)
83 Clay pipe stem fragment
84 Copper sleeve-like object
85 Rolled copper object
87 Large nephrite celt (Storage for items 87-90: 028.C023)
88 Small nephrite celt
89 Small nephrite celt
90 Hand maul, complete (nipple-topped)
- DkSb3: 1 Worked flake (Storage for items 1-18: 028.B022)
3 Waterworn flake
4 Flake
5 Waterworn projectile point
6 Basalt point
7 Basalt flake
8 Flake
9 Trade bead
10 Chipped basalt point fragment
11 Slate (possibly worked)
12 Waterworn flake (quartzite)
14 Flake (basalt)
15 Flake (basalt)
16 Waterworn flake (basalt)

April 16, 1999

AGREEMENT-IN-PRINCIPLE

- | | |
|-----------|--|
| 17 | Gun flint (chert) |
| 18 | Slate fragments |
| DkSa Y: 1 | Unilaterally barbed point (sea mammal bone) Nelson Island (Storage: 028.B033) |
| 2 | "Donut stone" (use unknown) (Storage: 028.B033) |
| DkSa 1: 1 | Flake (possibly recent) (Storage: 028.B033) |
| DkSb 2: | Artifacts from Saltery Bay (Provincial Park) excavation Permit No. 1971-27 Storage: 028.B023, 26, 27, 28, 28 and 028.C029 |
| 1&8 | Abrasive stone fragments (glued together)? |
| 1a | Abrasive stone fragment |
| 2 | Chipped slate |
| 3 | Chipped slate fragment |
| 4 | Ground slate fragment |
| 5 | Slate |
| 6 | Red ochre fragments |
| 7 | Ground slate fragments |
| 9 | Large abraded cobble |
| 10 | Abrasive stone fragment |
| 11 | Chipped slate fragment |
| 12 | Biface |
| 13 | Ground stone fragment |
| 14 | Biface fragments |
| 15 | Red ochre fragment |
| 16 | Chipped slate object |
| 17 | Ground stone slate |
| 18 | Ground bone fragment |
| 19 | Ground slate knife fragment |
| 20 | Ground slate point |
| 21 | Ground slate fragment |
| 22 | Cut bone segment |
| 23 | Flake (basalt) |
| 24 | Ground slate point (broken tip and base) |
| 25 | Ground slate point fragment |
| 26&68 | Abraded stone (concave) |
| 27 | Abraded slate fragment |
| 28 | Ground slate fragment |
| 29 | Biface fragment |
| 30 | Microblade (grey basalt) |
| 31 | Red ochre fragment |
| 32 | Cut bone fragment |
| 33 | Ground slate fragment |

April 16, 1999

AGREEMENT-IN-PRINCIPLE

- | | |
|-------|---|
| 34 | Bone bi-point |
| 35 | Flake (chert) |
| 36 | Bone point fragment |
| 37 | Flaked slate fragment |
| 38 | Ground slate fragment |
| 39 | Ground slate fragment |
| 40 | Ground bone point base fragment (burnt) |
| 41 | Red ochre fragments |
| 42 | Bone point fragment |
| 43 | Ground slate fragment |
| 44 | Ground slate point (tip) |
| 45 | Bone point fragment |
| 46 | Flake (quartz crystal) |
| 47 | Ground slate point (half finished) |
| 48 | Projectile point (ground slate) |
| 49 | Flake slate fragment |
| 50 | Ground slate point |
| 51 | Ground slate |
| 52 | Red ochre fragment |
| 53 | Red ochre fragment |
| 54&89 | Ground slate knife fragment |
| 55 | Red ochre fragment |
| 56 | Flake (quartz crystal) |
| 57 | Flaked slate |
| 58 | Antler tyne with cut marks |
| 59 | Ground slate fragment |
| 60 | Flake (quartz crystal) |
| 61 | Ground slate fragment |
| 62 | Bone point |
| 63 | Worked bone fragment |
| 64 | Flake (quartzite) |
| 65 | Flaked slate |
| 66 | Waterworn stone core |
| 67 | Biface fragment |
| 69 | Retouched flake |
| 70 | Flake (basalt) |
| 71 | Flake |
| 72 | Bifacially flaked slate |
| 73 | Flake (basalt) |
| 74 | Red ochre fragment |
| 75 | Ground point fragment (schist) |
| 76 | Ground slate fragment |
| 77 | Ground slate fragment |
| 78 | Ground slate point (broken) |

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 79 Flaked, stemmed projectile point (basalt)
- 80 Ground slate fragment
- 81 Ground slate fragment
- 82 Ground slate knife
- 83 Ground slate fragment
- 84 Ground slate fragment
- 85 Bone bi point
- 86 Ground slate fragment
- 87 Ground slate fragment
- 88 Bifacially flaked chert
- 90 Red ochre fragment
- 91 Ground bone fragment
- 92&170 Abrader stone fragment
- 93 Ground slate point
- 94 Ground slate fragment
- 95 Antler toggling harpoon valve
- 96 Ground bone point
- 97 Bifacial ground slate knife
- 98 Antler toggling harpoon valve (broken)
- 99 Cobble with pecking on flat sides and edges
- 100 Bifacially ground slate point (broken base)
- 101 Iron nail
- 102 Chipped slate fragment
- 103 Flake (basalt)
- 104 Ground slate point fragment
- 105 Ground slate point fragment
- 106 Flake (basalt)
- 107 Flake with edge retouch (basalt)
- 108 Biface fragment (chert)
- 109 Flake with edge flaking
- 110 Flake with retouched edges (chert)
- 111 Bifacially flaked slate
- 112 Flake (basalt)
- 113 Biface (basalt)
- 114 Flaked slate
- 115 Ground slate knife
- 116 Flake (basalt)
- 117 Flake (basalt)
- 118 Flake (basalt)
- 119 Biface (basalt)
- 120 Chipped slate

(The rest of the numbers in this series appear not to have been used.)

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 151 Flake (quartz crystal)
- 152 Worked bone
- 153 Non artifact - carnivore-chewed deer phalange
- 154 Microcore (green obsidian)
- 155 Ground bone point (in two pieces)
- 156 Ground slate point fragment
- 157 Ground bone point
- 158 Ground slate point
- 159 Ground slate knife fragment
- 160 Ground slate knife fragment
- 161 Bone point
- 162 Chipped slate
- 163 Flake (basalt)
- 164 Rock with pitting from fire exfoliating (possibly used for pecking)
- 165 Flake (basalt)
- 166 Flake with retouched edge (basalt)
- 167 Bone point fragment
- 168 Slate point
- 169 Flake (basalt)
- 171 Ground slate fragment
- 172 Ground slate point fragment
- 173 Ground slate point fragment
- 174 Ground bone fragment
- 175 Bone bipoint
- 176 Flake (basalt)
- 177 Flake (basalt)
- 178 Flake with retouched edge (basalt)
- 179 Waterworn flake
- 180 Biface fragment (basalt)
- 181 Biface fragment
- 182 Flake (basalt)
- 183 Flake with retouched edge (chert)
- 184 Ground slate point fragment
- 185 Slate point fragment
- 186 Projectile point (basalt)
- 187 Flake with retouched edge (basalt)
- 188 Ground slate fragment
- 189 Perforated slate fragment (could be part of historic slate roof tile with nail hole)
- 190 Flake (basalt)
- 191 Ground bone point
- 192 Worked antler fragment
- 193 Flake (basalt)
- 194 Bone point
- 195 Bone point

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 196 Flaked slate
- 197 Ground bone fragment
- 198 Ground point fragment
- 199 Ground slate fragment
- 200 Worked antler fragment
- 201 Ground bone fragment
- 202 Ground slate
- 203 Bone bipoint
- 204 Ground slate point fragment
- 205 Flake (quartz crystal)
- 206 Bone bipoint
- 207 Ground slate
- 208 Abrasive stone
- 209 Ground point fragment
- 210 Ground bone fragment
- 211 Bone point fragment
- 212 Bone point fragment
- 213 Bone point fragment
- 214 Bone bipoint
- 215 Ground slate knife fragment
- 216 Ground slate fragment
- 217 Brass .22 calibre shell
- 218 Flake (chert)
- 219 Ground slate point fragment
- 220 Flake (basalt)
- 221 Ground bone splinter
- 222 Ground and polished celt fragment
- 223 Ground slate fragment
- 224 Ground slate fragment
- 225 Ground slate fragment
- 226 Abrasive stone fragment
- 227 Ground slate fragment
- 228 Ground bone fragment
- 229 Large ground slate knife
- 230 Ground slate fragment
- 231 Ground slate fragment
- 232 Slate fragment (ground on one side)
- 233 Unusual slate fragment
- 234 Abraded slate fragment
- 235 Flaked slate
- 236 Ground stone
- 237 Ground slate preform
- 238&246 Ground slate fragment
- 239&248 Abrasive stone fragment

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 240 Flaked slate fragment
- 241 Flaked slate
- 242 Abrasive stone
- 243&244 Abraded edged slate fragment/flaked slate
- 245 Ground slate point
- 247 Abrasive stone fragment
- 249-251 Large abrasive stone fragment
- 252 Ground slate point
- 253 Bone point fragment
- 254 Ground slate point fragment
- 255 Ground slate point
- 256 Ground slate fragment
- 311 Ground bone splinter (possibly an awl)
- 312 Abrasive stone
- 313 Broken slate (abraded on one side)
- 314 Ground slate
- 315 Ground slate fragment
- 316 Ground bone fragment (flat bottom, 5 upper surfaces)
- 317 Ground slate fragment
- 318 Bone bipoint
- 319 Ground slate fragment
- 320 Flaked slate
- 321 Ground bone point fragment
- 322 Ground bone point fragment
- 323 Ground slate knife (broken)
- 324&327 Ground slate fragment
- 325 Ground slate fragment
- 326 Bone point fragment (charred)
- 328 Red ochre
- 329 Flaked and ground slate fragment
- 330 Ground slate fragment
- 331 Ground slate fragment
- 332 Ground slate fragment (2 pieces)
- 333 Ground slate
- 334 Ground slate knife fragment
- 335 Ground slate fragment
- 336 Ground slate fragment
- 337 Biface (basalt)
- 338 Biface fragment
- 339 Core fragment (siltstone)
- 340 Flake (basalt)
- 341 Flake (bifacially marginally retouched) (basalt)
- 342 Flake (basalt)
- 343 Flake (basalt)

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 344 Chipped slate fragment
- 345 Unifacially ground slate fragment
- 346 Chipped and ground slate fragment
- 347 Bifacially ground slate knife fragment
- 348 Copper Sheet (rectangular)
- DlSa Y: 1 Hand maul (rectangular) St. Vincents Bay, Jervis Island (Storage: 028.A020)
- EbRw Y: (Storage for items 3-13: 035.B032)
 - 3 Ground slate point fragment (triangular)
 - 4 Biface preform
 - 5 Biface preform
 - 6 Button-like ground stone
 - 7 Sinker
 - 8 Chipped projectile point
 - 9 Ground slate point
 - 10 Biface preform
 - 11 Biface
 - 12 Stone scraper or shaver (unifacially-flaked blade)
 - 13 Biface preform
- EbRw 1: 1 Slate slab (possibly worked) (Storage for items 1-9: 035.B031)
 - 2 Slate slab (possibly worked)
 - 3 Ground slate knife
 - 4 Bifacially flaked slate
 - 5 Iron fragment
 - 8 **Returned April 1995 with ancestral human remains**
 - 9 Worked slate (5 pieces)
- EbRx Y: 1 Painted stone (old # 4614a) (believed to be from site EbRx 1) (Storage: 035.B029)
- EbRx Y: 2 Painted stone (old # 4614b)
- EbRx Y: 3 Painted stone (old # 354 and 5485)
- EbRx Y: 4 Painted stone (old # 354 and 5485)
- EbRx 1: 1 Painted stone (Storage: 035.B029)

AGREEMENT-IN-PRINCIPLE

April 16, 1999

**RECOMMENDATION FOR RETURN OF ARCHAEOLOGICAL COLLECTIONS
HELD AT THE ROYAL BRITISH COLUMBIA MUSEUM - October 1997**

The RBCM would like to return the following archaeological collections to the Sechelt First Nation:

DjSa: 3 90 Artifacts from Sechelt Land

The RBCM would like to return this collection which contains a good representation of many types of complete artifacts which would be used for exhibit purposes.

DjRx: 3 4 artifacts
DkSb: 3 16 artifacts
EbRw: 1 6 artifacts
EbRw - Y 11 artifacts

The RBCM wishes to return the above 37 artifacts which are duplicates of artifacts that the RBCM wishes to retain. The above artifacts are less likely to be studied by researchers.

EbRx: 1
EbRx Y: 1-4 (which are from EbRx: 1)

The RBCM wishes to return the above 5 painted stones because they are likely related to the guardian spirit quest and may be of unique spiritual importance to the Sechelt First Nation. (The artifacts are discussed in a 1992 Beth Hill publication.)

The RBCM wishes to retain the following collections:

DkSb: 2 (Saltery Bay Excavation) Provincial Campsite - Permit 1971-27 (308 artifacts)

The RBCM wishes to retain this collection as it is the only systematically excavated material from the area that is held at the RBCM. Although the material is mostly fragments of ground slate and abrading stones, it has scientific research value because it has context. Retaining collections such as this in a large repository like the RBCM may help to ensure that it is someday studied by researchers.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

DjSa - Y **12 Surface finds with no specific provenience or information. One is a fragment of a large rock sculpture - possibly of a wolf eel.**

The RBCM wishes to retain this collection due to the uniqueness of the rock sculpture fragment, which could be studied by researchers. The others are good representative samples from the area, and are duplicated in the collections recommended for return.

DjRx: 5 **Carving: anthropomorphic, incised sandstone with human face. Found around 1926 on South Thormanby Island.**

The RBCM would like to retain this artifact based on the assumption that it is more likely to be found, and studied by a specialist, if it is catalogued and kept in a large repository. It is also from an overlap claim area.

DkSa - Y:1 **Unilaterally barbed point**
DkSa - Y:2 **"Donut stone"**
DISa - Y: 1 **Hand maul (rectangular)**

The RBCM would like to retain the above three artifacts because they are representative types that could be used in broader area studies, and would more likely be studied if they were catalogued and kept in a large repository.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

Appendix C₁ - Sechelt Cultural Materials under the care and custody of Sechelt

Appendix C₂ - Sechelt Cultural Materials under the care and custody of the Royal British Columbia Museum

**APPENDIX D - SECHELT RATIFICATION PROCEDURES
pursuant to section 23.5.1 of Chapter 23 - Ratification**

- 1.0 The Band Council will hold the ratification vote on the date it considers suitable.
- 2.0 The Electoral Officer will post a notice in a form approved by the Band Council at least 30 days prior to the date of the voting in such places as he or she deems necessary.
- 3.0 The notice referred to in section 2.0 will state:
 - 3.1 the date on which the voting will take place;
 - 3.2 the question to be submitted to the Band Voters;
 - 3.3 the hours of the day that the Band Voters may vote; and
 - 3.4 the location of the polling booths, at least one of which shall be in Sechelt and another in the City of Vancouver.
- 4.0 Band Voters who are ordinarily resident at a distance greater than 50 kilometres from a polling station will be allowed to vote as follows:
 - 4.1 at least 15 days prior to the date of the ratification vote, the Electoral Officer will provide a form, ballot, envelope, instructions on the voting process, when the ballot must be returned, copy of the Final Agreement and any other relevant information to a Band Voter identified as eligible to vote by mail-in ballot on the list of Band Voters;
 - 4.2 the form referred to in section 4.1 must be completed by the Band Voter;
 - 4.3 the form will be signed by both the Band Voter and a witness who can testify to the identity of that Band Voter;
 - 4.4 the Band Voter will enclose the form and sealed envelope containing his or her ballot in an envelope addressed to the Electoral Officer; and
 - 4.5 the Electoral Officer will receive the completed form along with the sealed ballot prior to the date of the ratification vote. The Electoral Officer will then place on the list of Band Voters a mark opposite the name of each Band Voter who has voted by mail-in ballot. The Electoral Officer will place all sealed envelopes containing mail-in ballots into a sealed container.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 5.0 The Electoral Officer will:
- 5.1 post a copy of the list of Band Voters in such places as he or she deems necessary at least 30 days prior to the date of the voting;
 - 5.2 prepare sufficient ballot papers in the form approved by the Band Council which shall state the question to be submitted to the Band Voters;
 - 5.3 procure a sufficient number of ballot boxes;
 - 5.4 before the poll is open cause to be delivered to the polling booths the ballot papers and sufficient number of pencils for marking the ballot papers;
 - 5.5 provide a compartment at each polling place where each Band Voter can mark his or her ballot paper free from observation;
 - 5.6 immediately before the opening of the poll, open the ballot box and call upon such persons who may be present to witness that it is empty and shall then lock and properly seal the box and place it in view for the reception of the ballots; and
 - 5.7 in the presence of the witnesses referred to in sub-section 5.6, open the sealed container and open the properly submitted mail-in ballot envelopes as provided for in section 4.0, affix his or her initials as provided for in section 7.0, and place such ballot papers in the ballot box.
- 6.0 If the Band Council considers it desirable, the Electoral Officer will hold advance polls between the hours of 2:00 o'clock and 6:00 o'clock in the afternoon of the Sunday before the day set for voting in the ratification vote. The poll on the day set for voting in the ratification vote will be kept open from 9:00 o'clock in the morning until 8:00 o'clock in the evening.
- 7.0 The Electoral Officer, after satisfying himself or herself that a person presenting himself or herself for the purpose of voting is entitled to vote at the polling place, will provide such person with a ballot paper on the back of which the Electoral Officer has affixed his or her initials so placed that when the ballot paper is folded the initials can be seen without unfolding the ballot paper. The Electoral Officer will place on the list of Band Voters a mark opposite the name of every Band Voter receiving a ballot paper.
- 8.0 The Electoral Officer will explain the mode of voting to a Band Voter when requested to do so by such Band Voter.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 9.0 On the application of a Band Voter who is:
- 9.1 not able to read; or
 - 9.2 incapacitated by blindness or other physical cause,
- the Electoral Officer will assist that Band Voter by marking his or her ballot paper in the manner directed by the Band Voter and will place such ballot paper in the ballot box. The Electoral Officer will make an entry in the list of Band Voters, opposite the name of that Band Voter, that the ballot paper was marked by him or her at the request of that Band Voter and the reasons therefor.
- 10.0 Except as provided in section 9.0, every Band Voter receiving a ballot paper will:
- 10.1 proceed immediately to the compartment provided for marking the ballot paper;
 - 10.2 mark his or her ballot by placing a cross or check under the word "YES" or "NO" opposite the question stated on the ballot paper;
 - 10.3 fold the ballot paper so as to conceal the mark or marks on the face of the paper but so as to expose the initials on the back of it; and
 - 10.4 immediately deliver it to the Electoral Officer for deposit in the ballot box.
- 11.0 A Band Voter who receives a soiled or improperly printed ballot paper, or inadvertently spoils his or her ballot paper in marking it will, upon returning the ballot paper to the Electoral Officer, be entitled to another ballot paper.
- 12.0 A Band Voter who has received a ballot paper and:
- 12.1 leaves the compartment for marking the ballot paper without delivering the same to the Electoral Officer in the manner provided; or
 - 12.2 refuses to vote,
- will forfeit his or her right to vote in the ratification vote and the Electoral Officer will make an entry on the list of Band Voters opposite the name of that Band Voter that he or she did not return the ballot paper or refused to vote as the case may be.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 13.0 The Electoral Officer will allow only one Band Voter in the compartment for marking ballot papers at any one time.
- 14.0 A Band Voter who is inside the polling place at the time fixed for closing the poll will be entitled to vote before the poll is closed.
- 15.0 No person will interfere or attempt to interfere with a Band Voter when marking his or her ballot paper or obtain or attempt to obtain at the polling place information as to how a Band Voter is about to vote or has voted.
- 16.0 The Electoral Officer will maintain peace and good order during the voting and for this purpose he or she may enlist the assistance of constables, peace officers or other persons present.
- 17.0 Whenever the Electoral Officer does not understand the language spoken by a Band Voter he or she will appoint and swear in an interpreter who shall be the means of communication between him or her and the Band Voter with reference to all matters required to enable such Band Voter to vote.
- 18.0 Immediately after the close of the poll the Electoral Officer, in the presence of two witnesses designated by the Band Council, will open the ballot box and:
 - 18.1 examine the ballot papers;
 - 18.2 reject all ballot papers:
 - a. that have not been supplied by him or her;
 - b. that have been marked incorrectly; or
 - c. upon which anything appears by which a Band Voter can be identified;
 - 18.3 count the votes given in favour of and against the question submitted in the ratification vote; and
 - 18.4 prepare a statement in writing of the number of votes so given and the number of ballot papers rejected.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- 19.0 The statement referred to in sub-section 18.4 will be:
 - 19.1 signed by the Electoral Officer and by the Chief of Sechelt; and
 - 19.2 filed in the offices of Sechelt.

APPENDIX E - SETTLEMENT LAND PARCELS

1.0 On the Effective Date, Settlement Land will be transferred in fee simple to Sechelt, subject to the following rights, interests and conditions:

E1 The parcel identified as Parcel "A" in Appendix F1 - Maps of Settlement Land, being an unsurveyed portion of District Lot 848, New Westminster Land District, (Narrows Inlet), having an area of approximately 16.1 hectares, excluding:

1. unnamed Creek flowing east into Narrows Inlet;

and subject to:

1. Trapline Permit #TR0205T028;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16; and
3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12.

E2 The parcel identified as Parcel "B" in Appendix F1 - Maps of Settlement Land, being an unsurveyed portion of District Lot 848, New Westminster Land District, (Narrows Inlet), having an area of approximately 33.3 hectares, excluding:

1. unnamed Creek flowing east into Narrows Inlet;

and subject to:

1. Trapline Permit #TR0205T028;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16;
3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12;
4. outstanding obligations by Interfor under the Forest Practices Code; and

AGREEMENT-IN-PRINCIPLE

April 16, 1999

5. provisions creating a non-disturbance riparian corridor with a 150 metre setback from the natural boundary of Narrows Inlet to protect the intertidal area and estuarine habitat, as well as the biodiversity of the adjacent uplands.

E3 The parcel identified as Parcel "C" in Appendix F1 - Maps of Settlement Land, being an unsurveyed southerly parcel adjoining Sechelt Band Lands No. 6, New Westminster Land District (Narrows Inlet), having an area of approximately 28.9 hectares, excluding:

1. unnamed Creek flowing west into Narrows Inlet; and;
2. Road Permit R1682 (main corridor only, not branch or spur roads);

and subject to:

1. Trapline Permit #TR0205T009;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16;
3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12.

E4 The parcel identified as Parcel "D" in Appendix F1 - Maps of Settlement Land, being an unsurveyed southerly parcel adjoining Sechelt Band Lands No. 6A, New Westminster Land District, (Narrows Inlet), having an area of approximately 17.3 hectares, excluding:

1. unnamed Creek flowing west into Narrows Inlet; and
2. Road Permit R1682 (main corridor only, not branch or spur roads);

and subject to:

1. Trapline Permit #TR0205T009;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16; and

AGREEMENT-IN-PRINCIPLE

April 16, 1999

3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12.

E5 The parcel identified as Parcel "E" in Appendix F1 - Maps of Settlement Land, being the unsurveyed portion of District Lot 2233, New Westminster Land District, (Vancouver Bay), having an area of approximately 32.4 hectares, excluding:

1. unnamed branch of Vancouver River flowing west;
2. unnamed branch of Vancouver River flowing west;
3. unnamed creek flowing east; and
4. unnamed creek flowing southeast; and
5. Road Permit R7492 (sections one and two only);

and subject to:

1. Trapline Permit #TR0205T006;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16;
3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12;
4. Angling Guide Licence;
5. Water Licence #52114 in name of Sechelt Indian Band; and
6. Licence of Occupation #23345 in the name of Sechelt Indian Band.

E6 The parcel identified as Parcel "F" in Appendix F1 - Maps of Settlement Land, being an unsurveyed portion of District Lot 5332, New Westminster Land District, (Brittain River), having an area of approximately 11.2 hectares, excluding:

1. Brittain River; and

AGREEMENT-IN-PRINCIPLE

April 16, 1999

2. Forest Service Road 942-6104.00;

and subject to:

1. Trapline Permit #TR0205T010;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16; and
3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12.

E7 The parcel identified as Parcel "G" in Appendix F1- Maps of Settlement Land, being an unsurveyed portion of District Lot 1572, New Westminster Land District, (Stakawus Creek), having an area of approximately 37.2 hectares, excluding:

1. Stakawus River;
2. unnamed tributary flowing north into Stakawus River;
3. Forest Service Road 942-7443.00; and
4. Road Permit R9859;

and subject to:

1. Trapline Permit #TR0205T029;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16;
3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12; and
4. Licence of Occupation #234531 in the name of former Chief Thomas Paul.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

E8 The parcel identified as Parcel "H" in Appendix F1- Maps of Settlement Land, being an unsurveyed parcel adjoining District Lot 1572, New Westminster Land District, (Stakawus Creek), having an area of approximately 111.8 hectares, excluding:

1. Stakawus River;
2. unnamed tributary flowing north into Stakawus River; and
3. unnamed creek flowing northwest into Jervis Inlet;
4. Forest Service Road 942-7443.00;
5. Road Permit R9859;
6. unnamed branch of a non-status road;
7. Block #587-1 in the name of Coast Mountain Hardwoods; and
8. that portion of Block #S512 in the name of Interfor (exact area to be defined);

and subject to:

1. Trapline Permit #TR0205T029;
2. Guide Outfitting Certificate for Management Units 2-5, a portion of 2-12, and 2-16;
3. Guide Outfitting Certificate for Management Units 2-13 and a portion of 2-12; and
4. Licence of Occupation #234531 in the name of former Chief Thomas Paul.

E9 The Parcel identified as Parcel "I" in Appendix F2 - Maps of Settlement Land, being unsurveyed portions of Block A of District Lot 7613, New Westminster Land District, (Urban Lands), having an area of approximately 422.75 hectares, excluding:

1. Irgens Creek; and

AGREEMENT-IN-PRINCIPLE

April 16, 1999

2. Forest Service Road 942-7575.01 and 942-7575.07;
and subject to:
 1. Block #189 in the name of Interfor;
 2. Block #194 in the name of Interfor;
 3. Road Permit R1686 for access to Blocks #189 and #194;
 4. Research Plots 920-2-3-4565; provisions to sample these plots will continue until harvesting is required. Sechelt will notify Ministry of Forest prior to harvesting to allow for final sample;
 5. Lease #233600 (MELP File No. 03251278) in the name of Sechelt Aggregates LTD;
 6. Licence of Occupation #235993 in the name of the District of Sechelt;
 7. Water Licence #C1025430;
 8. Water Licence #C1025431;
 9. Water Licence #C1025432;
 10. Water Licence #C1025433;
 11. Water Licence #C1025434;
 12. Water Licence #C1025435; and
 13. total revenues from aggregate materials and merchantable timber shared between British Columbia and Sechelt at 50%/50% from the Effective Date until the following maximum extractions have been reached:

52,225,810 metric tonnes of aggregate material

143,342 cubic metres of merchantable timber.

AGREEMENT-IN-PRINCIPLE

April 16, 1999

- E10 The parcel identified as Parcel "J" in Appendix F2 - Maps of Settlement Land, being unsurveyed portions of Block A of District Lot 2725, New Westminster Land District, excluding that portion within Lot 1, Plan 18131, deposited in New Westminster Land Title Office, (Urban Lands), having an area of approximately 172.5 hectares, excluding:
 1. Chapman Creek;
 2. Right-of-Way #1588 (MELP File No. 0207803) in the name of BC Hydro;
 3. Licence of Occupation #235878 (MELP File No.2403806) in the name of Centra Gas British Columbia Inc;
 4. Sunshine Coast Regional District's community water infrastructure, including a one million gallon water reservoir, diversion structures, pipes, distribution systems, watermains, tank, and ancillary facilities to service a 3.4 million gallon reservoir; all authorized under the Water Act by:
 - a. Conditional Water Licence #107474 and Water Act Permit #20960 (MELP File No.0309244);
 - b. Conditional Water Licence #65258 and Water Act Permit #16462 (MELP File No.2000305);
 - c. Conditional Water Licence #69999 and Water Act Permit #17970 MELP File No.2000975);
 - d. Conditional Water Licence #69217 and Water Act Permit #17351 (MELP File No.0086708); and
 5. a 100 metre wide corridor of land for transportation and utility purposes;and subject to:
 1. Lease #233600 (MELP File No. 0351278) in the name of Sechelt Aggregates LTD;
 2. secured access to the Sunshine Coast Regional District's community water infrastructures; and

AGREEMENT-IN-PRINCIPLE

April 16, 1999

3. protection, in some fashion, of the public recreational hiking path along Chapman Creek.

E11 The parcel identified as Parcel "K" in Appendix F2 - Maps of Settlement Land, being unsurveyed portions of District Lot 1592, New Westminster Land District, excluding that portion within Lot 1, Plan 18131, deposited in New Westminster Land Title Office and a portion of the adjoining right-of-way, (Urban Lands), having an area of approximately 37.7 hectares, excluding:

1. Right-of-Way #1588 (MELP File No. 0207803) in the name of BC Hydro;
2. a 100 metre wide corridor of land for transportation and utility purposes;
3. Licence of Occupation #235961 (MELP File No.2406158) in the name of Centra Gas British Inc;
4. Forest Service Road 942-7575.06;
5. municipal roads; and
6. Chapman Creek.

and subject to:

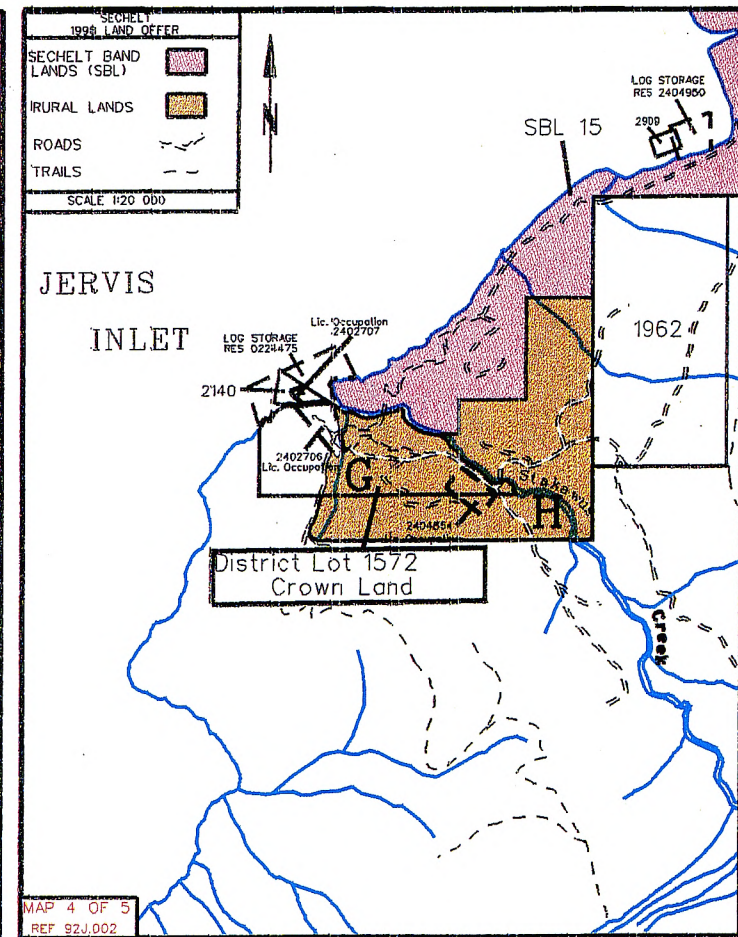
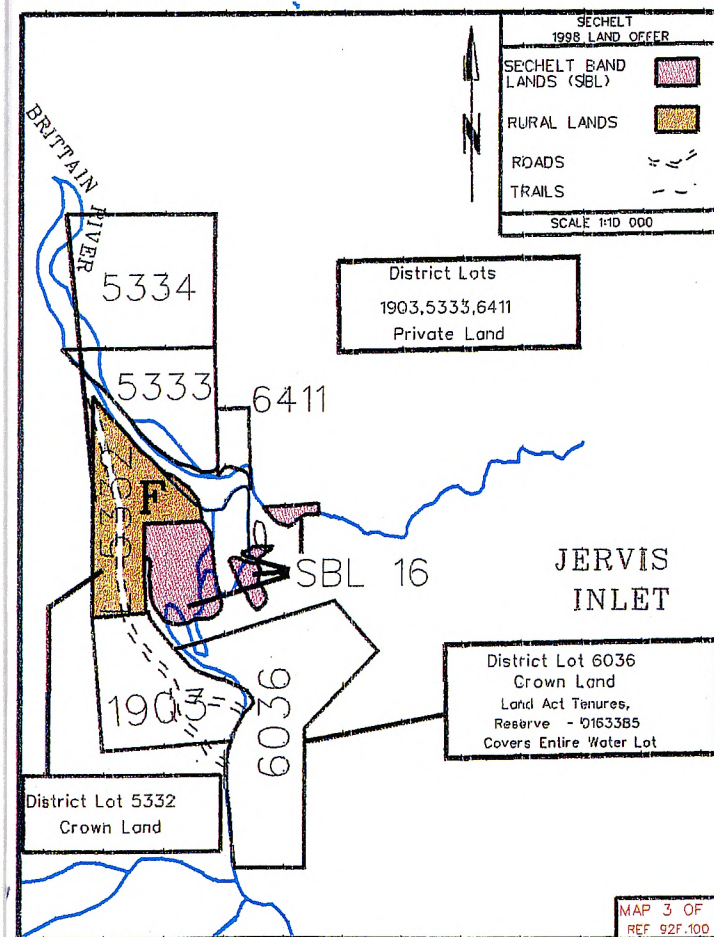
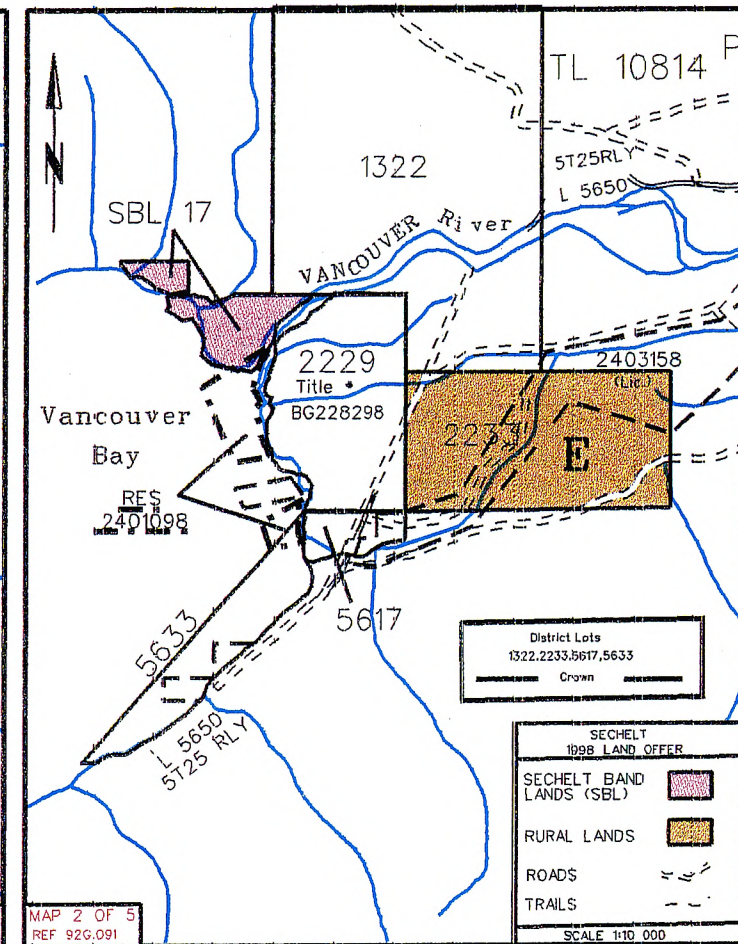
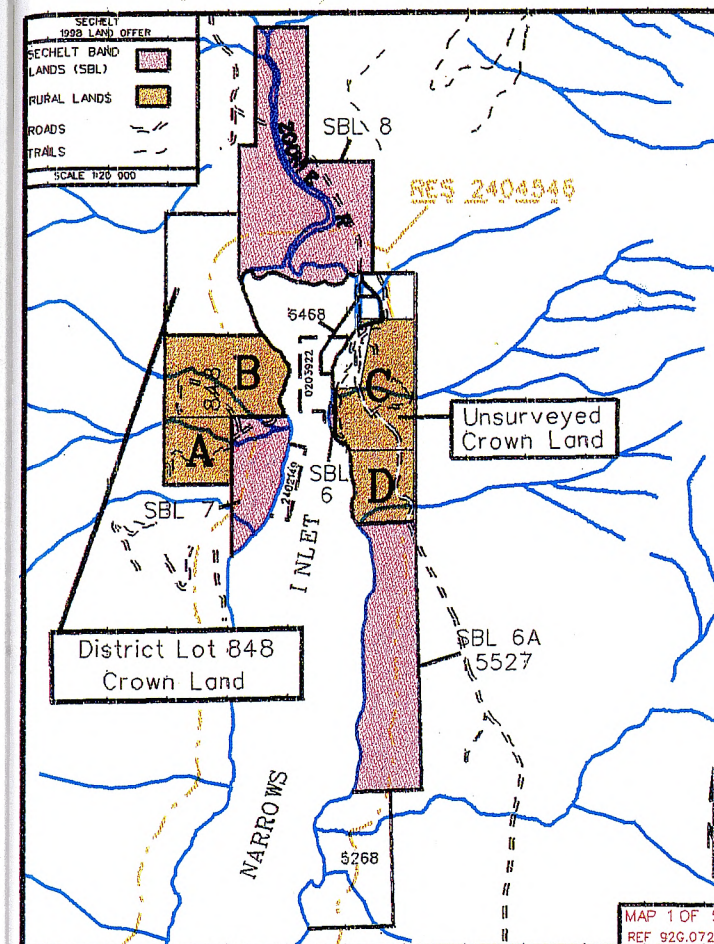
1. Right-of-Way #2517 (MELP File No. 0348895) in the name of the Sunshine Coast Regional District; and
2. protection, in some fashion, of the public recreational hiking path along Chapman Creek.

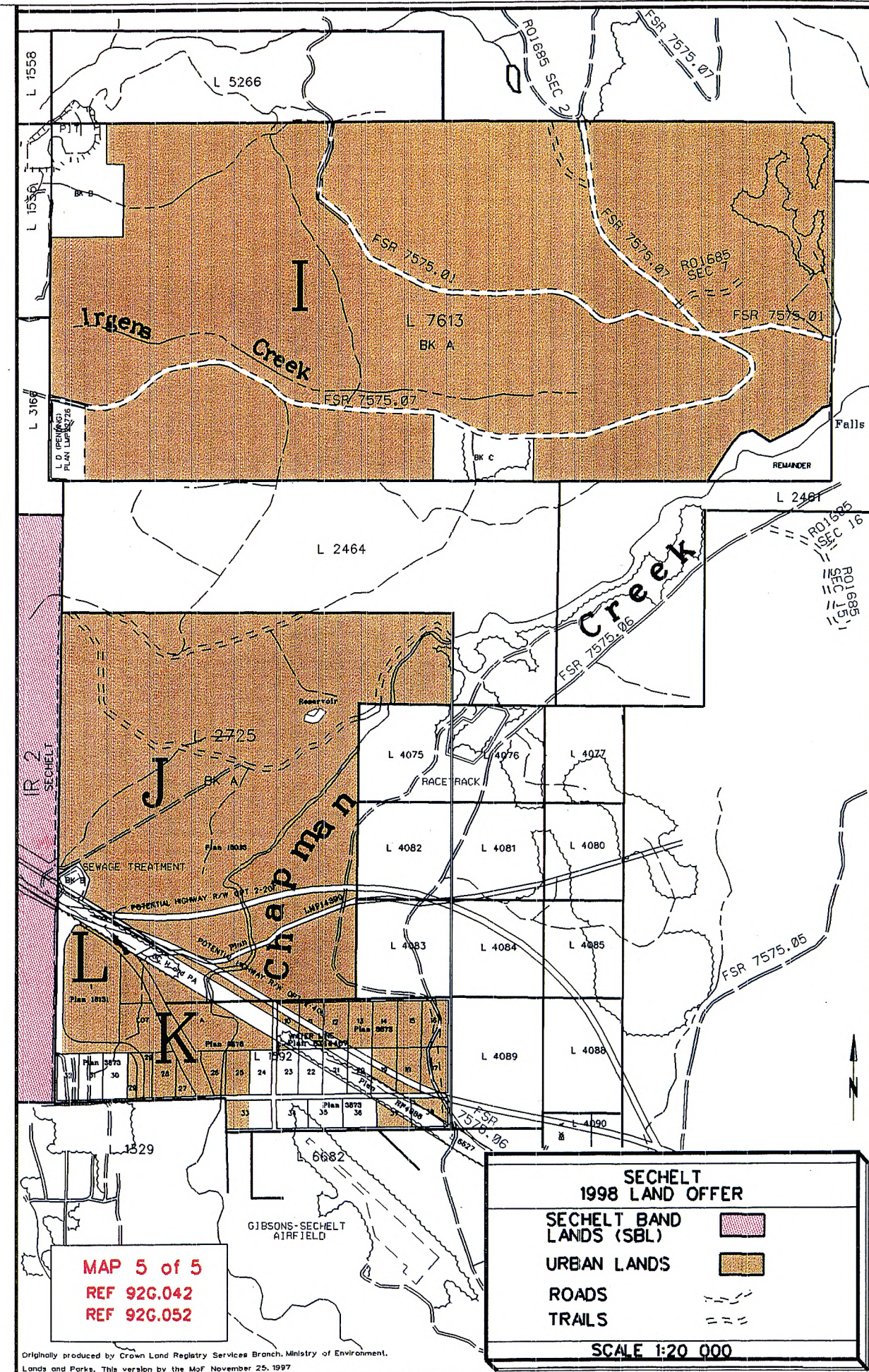
E12 The Parcel identified as Parcel "L" on Appendix F2 - Maps of Settlement Land, being Lot 1, Plan 18131, deposited in New Westminster Land Title Office and a portion of the adjoining right-of-way, (Urban Lands), having an area of approximately 11.7 hectares, excluding:

1. feeder road to Sechelt by-pass.

2.0 The Parties agree that they will review and identify any additional rights, interests and conditions prior to completion of the Final Agreement.

Appendix F-1 (Rural Parcels)





For more information contact:

Canada

Federal Treaty Negotiation Office

Toll-free: 1-800-665-9320

Internet site: <http://www.inac.gc.ca>

British Columbia

Ministry of Aboriginal Affairs

Toll-free: 1-800-880-1022

Internet site: <http://www.aaf.gov.bc.ca/aaf/>

Sechelt Indian Band

Phone: (604) 687-8641

Fax: (604) 885-3490

SECHELT AGREEMENT-IN-PRINCIPLE