

AGREEMENT

THIS AGREEMENT is dated for reference the 16 day of Jan 2014 ad.

AMONG:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, as represented by the
Minister of Technology, Innovation and Citizens' Services

(the "**Province**")

AND:

Kwikwetlem First Nation , as represented by its Chief and
Council.

("**Kwikwetlem**")

(each a "**Party**" and together the "**Parties**")

WHEREAS:

- A. The Province is proposing to dispose of the Lands under the Release of Assets for Economic Generation project and has consulted with Kwikwetlem with respect to the Proposed Disposition.
- B. Kwikwetlem asserts aboriginal rights, including aboriginal title in its traditional territory, which includes areas encompassed by the Lands.
- C. The Province and Kwikwetlem wish to enter into this Agreement to establish certainty with respect to the fulfilment of any obligations that the Province may have to consult and accommodate Kwikwetlem for any Infringements that may arise as a result of the Proposed Disposition or any related statutory approvals on Kwikwetlem's asserted aboriginal rights, including aboriginal title, whether or not substantiated in law, on the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties covenant and agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following terms and expressions have the following meanings:

"**Agreement**" means this Agreement and all of its schedules, and any amendments or extensions negotiated in furtherance of this Agreement;

“Council” has the meaning given to the phrase “council of the band” as set out in the *Indian Act*;

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

“Infringement” includes, but is not restricted to, claims based upon:

- (a) challenges to the constitutional validity of provincial legislation authorizing the granting or authorization of interests in the Lands;
- (b) the granting or authorization of interests in the Lands to any person by the Province or the BC Transportation and Financing Authority (“BCTFA”);
- (c) the exercise by any person of rights associated with interests granted or authorized by the Province or the BCTFA with respect to the Lands;
- (d) decisions by the Province BCTFA relating to the Lands;
- (e) breach or alleged breach of fiduciary duty by the Province relating to the Lands; and
- (f) any other aspect of infringement by the Province or the BCTFA that may be defined, from time to time, by the courts;

“Kwkwetlem” means Kwkwetlem First Nation, a band as defined by the *Indian Act*, and includes its Members;

“Lands” means the Provincial properties identified as Parcels #1, 2, 3, 4, 5, 6, 7, 8, 9 10, 11, 12, 14, 15, 16, 17, 18, 21, 33, 43, and 44 in Schedule “A” as depicted on the map attached as Schedule “B” and the properties described in Schedule “C”;

“Member” means a member of Kwkwetlem as defined by the *Indian Act*, of Kwkwetlem;

“Proposed Disposition” means the sale or disposition of the Lands, including the granting of any interest in the Lands, any future construction, development, maintenance, access, operation or regulation of the Lands or the future disposition of any interest in the Lands by the Province or BCTFA, requests to provide statutory approval for the disposition of the Lands, any related statutory approvals, and all other matters incidental to any of these activities.

“Resolution” means a resolution passed by Kwkwetlem at a duly convened meeting of Kwkwetlem Chief and Council.

2. CERTAINTY

- 2.1 In consideration of the payment to be made by the Province under section 3.1 Kwikwetlem acknowledges and agrees that:
- (a) the consultation undertaken by the Province and accommodation set out in this Agreement are acceptable to Kwikwetlem and constitutes full and sufficient consultation and accommodation for all Infringement of the aboriginal rights and title asserted by Kwikwetlem, whether or not substantiated in law, that may result from the Proposed Disposition;
 - (b) Kwikwetlem will not challenge or impede, directly or indirectly or otherwise, the Proposed Disposition; and
 - (c) any action taken by Kwikwetlem to frustrate, delay, stop or otherwise impede the Proposed Disposition will cause loss and damage to the Province and the BCTFA which cannot be adequately compensated for by an award of damages and that an injunction to restrain such action would be the only adequate remedy.
- 2.2 Kwikwetlem acknowledges that it has entered into this Agreement on its own behalf, and on behalf of its Members.
- 2.3 Kwikwetlem, on its own behalf, and on behalf of its Members, hereby releases and forever discharges the Province and the BCTFA, its respective employees, servants, agents, successors and assigns, of and from all actions, causes of action, claims, proceedings, debts, duties, demands, damages, interest, fines and costs, expenses and compensation of whatsoever amount, nature and kind arising from all past, present or future Infringement by the Province of all Kwikwetlem's aboriginal rights or aboriginal title, whether or not substantiated in law, as a result of the Proposed Disposition, either directly or indirectly, or any consequential action taken on or within the Lands.
- 2.4 Without restricting the generality of section 2.3, Kwikwetlem, on its own behalf, and on behalf of its Members, covenants not to bring or continue any action or other proceeding, at law or in equity, on its own behalf or on behalf of its Members, against the Province or the BCTFA, in regard to the subject matter of the release in section 2.3.
- 2.5 Kwikwetlem indemnifies the Province and the BCTFA for all claims made against the Province, its employees, servants, agents, successors, and assigns respecting:
- (a) the subject matter of the release in section 2.3;
 - (b) the covenant by Kwikwetlem in section 2.4; and
 - (c) any breach of this Agreement by Kwikwetlem.
- 2.6 For greater certainty, this Agreement, including sections 2.1 to 2.5, is not intended to provide, and does not provide, a release, settlement, agreement or indemnity for any claims or Infringement of aboriginal rights and aboriginal title, arising directly or

indirectly, in respect of any or matters or lands other than with respect to the Proposed Disposition or the Lands..

2.7 This Agreement does not:

- (a) constitute a treaty or land claims agreement within the meaning of sections 25 or 35 of the *Constitution Act, 1982* and is separate and apart from the British Columbia treaty process;
- (b) abrogate or derogate from the aboriginal rights and aboriginal title of Kwikwetlem, except as expressly contemplated by this Agreement;
- (c) create, recognize, define, deny, limit or amend any of the rights and responsibilities of the Parties except as contemplated by this Agreement; or
- (d) limit any position either Party may take in present or future negotiations or any legal proceedings, except as contemplated by this Agreement.

2.8 This Agreement is intended to be binding upon the Parties from the time of its signing.

2.9 Kwikwetlem agrees to deliver a Resolution to the Province, on or before the execution date of this Agreement, authorizing Kwikwetlem's representative to sign this Agreement.

2.9 This Agreement is binding upon the Parties from the time of its signing.

3. PAYMENT

3.1 The Province will, within sixty (60) days of executing this Agreement, deliver a payment in the sum of eight million dollars (\$8,000,000.00) to Kwikwetlem by delivering a cheque to Kwikwetlem at its address provided in paragraph 5.13.

4. NO PREJUDICE AND NO ADMISSIONS

4.1 This Agreement does not constitute any admission of facts and will not be construed as an admission of liability on the part of any of the Parties.

4.2 Nothing in this Agreement constitutes an admission of the existence of aboriginal rights or title in respect of the Proposed Disposition or the Lands or that the Proposed Disposition will result in any unjustified infringement of any aboriginal rights, including aboriginal title that may exist.

5. ADDITIONAL PROVISIONS

Representations and Warranties

5.1 Kwikwetlem warrants and represents to the Province that it:

- (i) has sought and received independent legal advice with respect to the legal nature and effect of this Agreement and that it has the full legal authority to sign this Agreement;
- (ii) enters into this Agreement on its own behalf, and on behalf of its Members and
- (iii) has the legal power, capacity and authority to enter into this Agreement and to carry out its obligations set out in this Agreement.

5.2 The Province represents and warrants to Kwikwetlem that it has the authority to enter into this Agreement and to carry out its obligations set out in this Agreement.

Interpretation and Extended Meanings

5.3 In this Agreement, words importing gender shall include all genders, words importing the singular include the plural and vice versa, words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and government authorities, and unless otherwise clear from the context, “including” means “including but not limited to” and “includes” means, “includes but is not limited to”, and any reference to a section or any schedule will mean the respective section or schedule of this Agreement, unless otherwise stated.

5.4 The body of this Agreement and any schedules to this Agreement will be read together and interpreted as one document.

5.5 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope or intent of this Agreement.

5.6 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to any subsequent enactment of the Province of British Columbia or Canada, as the case may be, of like effect.

5.7 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

Time is of the essence

5.8 Time is of the essence of this Agreement.

Further Acts

5.9 The Parties will perform such further acts and execute and deliver such further documents and instruments as may be reasonably required to give effect to this Agreement.

Applicable Laws

- 5.10 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and Canada applicable therein.

Entire Agreement

- 5.11 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and it supersedes and replaces all other agreement, negotiations, or understandings between the Parties with respect to the subject matter of this Agreement. There are no collateral agreements or undertaking related to the subject matter hereof.

No Relationship

- 5.12 Nothing in this Agreement will be construed to create a relationship of agency, partnership, fiduciary or any other similar relationship.

Notices

- 5.13 Any notices or other communications required or permitted to be given pursuant to this Agreement must be in writing and must be delivered to, faxed, emailed, sent by postage prepaid mail or courier and addressed to the Parties as follows:

in the case of the Province:

Dyne Torgeson, Executive Lead
Release of Assets for Economic Generation
4000 Seymour Place –W109
PO Box 9412 Stn Prov Govt
Victoria BC, V8Z 3L1
Dyne.Torgeson@gov.bc.ca

in the case of: Kwikwetlem:

Chief Ron Giesbrecht
2 – 65 Colony Farm Rd
Coquitlam, BC
V3C 5X9
Ron@kwikwetlem.com

or to such other address or number as a Party may notify the others in accordance with this section, and if so delivered will be deemed to have been given when delivered, or at the time of confirmation of electronic transmission if sent by facsimile, if such day is a business day, otherwise the next business day following, and if mailed will be deemed to

have been given on the third business day after the date of mailing. In the event of cessation of mail service, actual delivery is required.

Amendment

- 5.14 This Agreement may be amended from time to time by the Parties only by an instrument in writing executed by all Parties.

Term

- 5.15 Upon execution by all Parties, this Agreement shall come into effect as of the reference date shown on page one of this Agreement.

Enurement

- 5.16 This Agreement enures to the benefit of and is binding upon the Province, Kwikwetlem and its Members, and their respective descendants, heirs, executors, administrators, successors and permitted assigns, provided that a Party may assign this Agreement only with the prior written consent of the Parties.

Waiver

- 5.17 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a Party unless the Party expresses such waiver in writing. The waiver by a Party of any breach by another Party of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a Party to any act by another Party requiring the consent or approval of the Party will not be considered to waive or render unnecessary such consents or approvals to any subsequent same or similar act by the other Party.

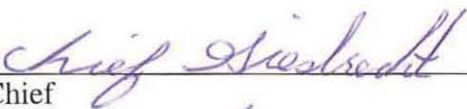
Conditions of Funding

- 5.18 Notwithstanding any other provision of this Agreement, the amount of any funding provided by the Province under the terms of this Agreement is subject to:
- (i) the appropriation of funds by the Legislative Assembly of British Columbia;
 - (ii) Treasury Board, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended, not having controlled or limited expenditure under any appropriation referred to in subparagraph (i) above; and
 - (iii) an appropriation being available for this Agreement in the fiscal year when the payment falls due, as per subsection 28(1) of the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended.

Execution and Delivery of Agreement

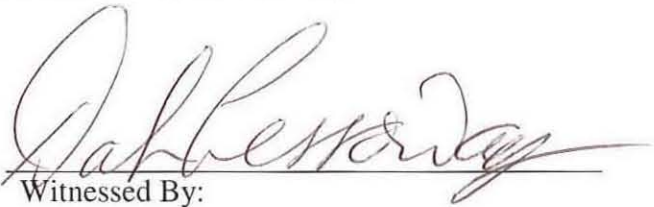
5.19 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or facsimile copy, and delivering it to the other Party by a method provided for in paragraph 5.13.

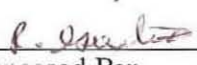
IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives and signatories as of the reference date first set out above.


Chief


Councillor:


Councillor:


Witnessed By:


Witnessed By:

Witnessed By:

**HER MAJESTY THE QUEEN IN RIGHT
OF BRITISH COLUMBIA:**

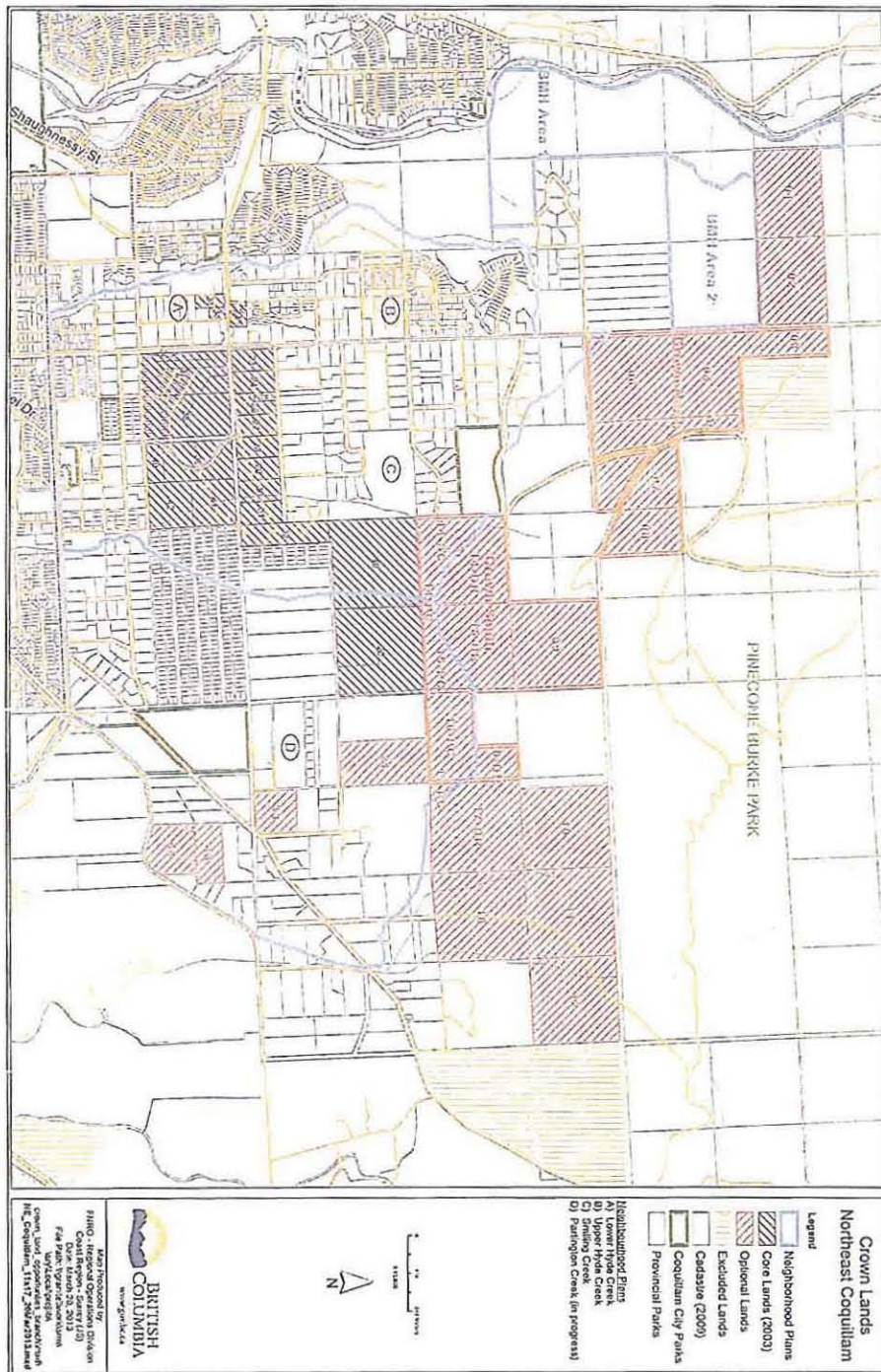

Minister of Technology, Innovation and
Citizens' Services or authorized representative


Witnessed by:

SCHEDULE A -

Project Name	Legal Description	PID	Area (ac) est
BURKE MOUNTAIN			
Parcel #1	NA	NA	30
Parcel #2	NA	NA	30
Parcel #3	NA	NA	9.3
Parcel #4	NA	NA	31.2
Parcel #5	NA	NA	4.8
Parcel #6	Legal Subdivision 4 Sec 18 Twp 40 NWD		37.35
Parcel #7	NA	NA	34.4
Parcel #8	NA	NA	16
Parcel #9	NA	NA	38.8
Parcel #10	NA	NA	37
Parcel #11	NA	NA	38.7
Parcel #12	NA	NA	38.7
Parcel #14 (2408211)	Legal Subdivision 10 Sec 18 Twp 40 NWD	015-390-370	40
Parcel #15	Legal Subdivision 9 Sec 18 Twp 40 NWD Except part contained in Pincone-Burke Provincial Park	015-390-721	40
Parcel #16	NW 1/4 of NW 1/4 Sec 17 Twp 40 NWD except park	015-390-667	28.2
Parcel #17	S 1/2 of NW 1/4 Sec 17 Twp 40 NWD	015-390-683	42.26
Parcel #18	NA	NA	38.7
Parcel #21	Legal Subdivision 5 Sec 17 Twp 40 except W 660 ft NWD	015-390-586	19.6
Parcel #33	THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 17 TOWNSHIP 40 EXCEPT: PARCEL "A" (EXPLANATORY PLAN 10343) SECONDLY: PARCEL "B" (EXPLANATORY PLAN 15690) AND THIRDLY: PART DEDICATED ROAD IN PLAN LMP 2774 NWD	006-475-752 (part)	8.75
Parcel #43	Parcel One (Explanatory Plan 10840) of Lot D Section 8 Twp 40 NWD 4166	013-877-577	8.5
Parcel #44	Lot "A" except Parcel "One" (Explanatory Plan 17398) Sec 8 Twp 40 NWD	013-877-551	11.5

SCHEDULE B



SCHEDULE C

Sector	Name	Address	Legal Description	Municipality	Parcel Size
S. 17					
T&I	1005 Ewen Avenue	1005 Ewen Avenue	Plan BCP41510, District Lot 757, Group 1, New Westminster Land District, CLOSED ROAD	New Westminster	1.22 acres
T&I	1050 Boyd St	1050 Boyd St	Plan BCP41511, District Lot 757, Group 1, New Westminster Land District, CLOSED ROAD	New Westminster	2.23 acres
T&I	2201 and 2205 Marine Drive	2201 and 2205 Marine Drive	Lot 23, Block 2, Plan NWP2974, District Lot 172, Group 1, New Westminster Land District, Except Plan BCP38670 Parcel A, Plan BCP41509, District Lot 172, Group 1, New Westminster Land District, (REFERENCE PLAN BCP41509); DEDICATED ROAD ON STATUTORY RIGHT OF WAY PLAN 71501	New Westminster	0.16 acres
T&I	520 - 21st Street	520 - 21st Street	Lot 54, Plan LMP3717, District Lot 172, Group 1, New Westminster Land District, Except Plan 19717, PART OF; PLAN 3103	New Westminster	1.85 acres
T&I	502 20th St	502 20th St	Lot 57, Plan NWP43169, District Lot 172, Group 1, New Westminster Land District, Except Plan 67172, 72327, BCP40857	New Westminster	2.0 acres



March 10, 2014

Chief Giesbrecht
Kwikwetlem First Nation
2-65 Colony Farm Rd
Coquitlam BC V3C 5X9

Re: Benefits Agreement

Please find the enclosed cheque number 14473450 in the amount of \$8,000,000 as per the benefits agreement between the Kwikwetlem First Nation and the Province of British Columbia relating to land dispositions under the Release of Assets for Economic Generation project.

Please have a representative sign the photocopy of the cheque, as attached to confirm for our records that you have received it and return it to me by mail.

We appreciate your cooperation with these matters. Please do not hesitate to contact me, should you need to, at 250-387-6337.

Sincerely,

Dyne Torgeson
Executive Lead
Release of Assets for Economic Generation

Attachment: 1



TB Meeting Date: January 16, 2014
Cabinet Ratified: January 29, 2014
333735

Confidential

Kim Henderson
Deputy Minister
Corporate Initiatives, Office of the Premier
272 West Annex - Parliament Buildings
Victoria BC V8W 9E1

Dear Ms Henderson:

Re: First Nations Accommodation – Release of Assets for Economic Generation (RAEG)

I am writing to advise you as the Deputy Minister responsible for the above project that Treasury Board has approved your request to access the 2013/14 Contingencies (All Ministries) and New Programs Vote for up to s. 12 to fund the following First Nation Accommodation agreements under the RAEG initiative:

Not Responsive

- o \$8.0 million for the Kwikwetlem First Nation in relation to 21 properties at Burke Mountain and 8 other properties in Coquitlam, Delta, and New Westminster.

Not Responsive

Sincerely,

Michael de Jong, Q.C.
Chair

cc: Sarf Ahmed
Associate Deputy Minister and Executive Financial Officer
Ministry of Technology, Innovation and Citizens' Services

Deborah Fayad
Assistant Deputy Minister and Executive Financial Officer
Ministry of Finance



**Treasury Board Submission
Request for Decision**

Minister: Honourable Michael de Jong

Ministry: Finance

Date: December 17, 2013

Ministry Document #

Title: First Nations Accommodation for Surplus Assets Disposal

Issue: For Decision

Authorize access to Contingencies for a benefits agreement with the Kwikwetlem First Nation in the amount of \$8,000,000 in 2013/14 FY.

S. 12, S. 13

Background / Context:

As outlined in Budget 2012, the Province reviewed its asset base and identified those properties that are surplus to requirements. The sale of these assets is intended to generate revenue and stimulate economic activity and business opportunities. The initiative is being led by the Release of Assets for Economic Generation team within the Ministry of Technology, Innovation and Citizens' Services (MTICS).

S. 12



S. 12, S. 17

S. 12, S. 13

Page 16 redacted for the following reason:

S. 12, S. 13



Contact: Sarf Ahmed
Associate Deputy Minister,
Citizens' Services
Ministry of Technology, Innovation
and Citizens Services

Date Signed



Appendices:

Appendix A: List of RAEG properties included in benefits agreement.

Delta

S. 17

New Westminster

Name: 1005 Ewen Avenue

Address: 1005 Ewen Avenue, New Westminster

Legal: Plan BCP41510, District Lot 757, Group 1, New Westminster Land District, CLOSED ROAD

PID: 027-967-085

Name: 1050 Boyd St

Address: 1050 Boyd St, New Westminster

Legal: Plan BCP41511, District Lot 757, Group 1, New Westminster Land District, CLOSED ROAD

PID: 027-967-140

Name: 2201 and 2205 Marine Drive

Address: 2201 and 2205 Marine Drive, New Westminster

Legal: Lot 23, Block 2, Plan NWP2974, District Lot 172, Group 1, New Westminster Land District, Except Plan BCP38670; and Parcel A, Reference Plan BCP41509, District Lot 172, Group 1, New Westminster Land District, (REFERENCE PLAN BCP41509); DEDICATED ROAD ON STATUTORY RIGHT OF WAY PLAN 71501

PID: 107-442-240, 027-982-114

Name: 520 - 21st Street

Address: 520 - 21st Street, New Westminster

Legal: Part of Lot 54, Plan LMP3717, District Lot 172, Group 1, New Westminster Land District, PLAN 3103 Except Plan 19717

PID: 018-115-756



Name: 502-20th St

Address: 502 20th St, New Westminster

Legal: Lot 57, Plan NWP43169, District Lot 172, Group 1, New Westminster Land District, Except Plan 67172, 72327, BCP40857

PID: 000-637-157

Coquitlam – Burke Mountain

Name: Parcel #1

Address: NA

Legal: NA

PID: NA

Name: Parcel #2

Address: NA

Legal: NA

PID: NA

Name: Parcel #3

Address: NA

Legal: NA

PID: NA

Name: Parcel #4

Address: NA

Legal: NA

PID: NA

Name: Parcel #5

Address: NA

Legal: NA

PID: NA

Name: Parcel #6

Address: NA

Legal: Legal Subdivision 4 Sec 18 Twp 40 NWD

PID: NA

Name: Parcel #7

Address: NA

Legal: NA

PID: NA

Name: Parcel #8

Address: NA

Legal: NA

PID: NA

Name: Parcel #9



Address: NA
Legal: NA
PID: NA

Name: Parcel #10
Address: NA
Legal: NA
PID: NA

Name: Parcel #11
Address: NA
Legal: NA
PID: NA

Name: Parcel #12
Address: NA
Legal: NA
PID: NA

Name: Parcel #14
Address: NA
Legal: Legal Subdivision 10 Sec 18 Twp 40 NWD
PID: 015-390-370

Name: Parcel #15
Address: NA
Legal: Legal Subdivision 9 Sec 18 Twp 40 NWD Except part contained in Pincone-Burke Provincial Park
PID: 015-390-721

Name: Parcel #16
Address: NA
Legal: NW 1/4 of NW 1/4 Sec 17 Twp 40 NWD except park
PID: 015-390-667

Name: Parcel #17
Address: NA
Legal: S 1/2 of NW 1/4 Sec 17 Twp 40 NWD
PID: 015-390-683

Name: Parcel #18
Address: NA
Legal: NA
PID: NA

Name: Parcel #21
Address: NA
Legal: Legal Subdivision 5 Sec 17 Twp 40 except W 660 ft NWD



PID: 015-390-586

Name: Parcel #33

Address: NA

Legal: THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 17 TOWNSHIP 40 EXCEPT: PARCEL "A" (EXPLANATORY PLAN 10343) SECONDLY: PARCEL "B" (EXPLANATORY PLAN 15690) AND THIRDLY: PART DEDICATED ROAD IN PLAN LMP 2774 NWD

PID: 006-475-752 (part)

Name: Parcel #43

Address: NA

Legal: Parcel One (Explanatory Plan 10840) of Lot D Section 8 Twp 40 NWD 4166

PID: 013-877-577

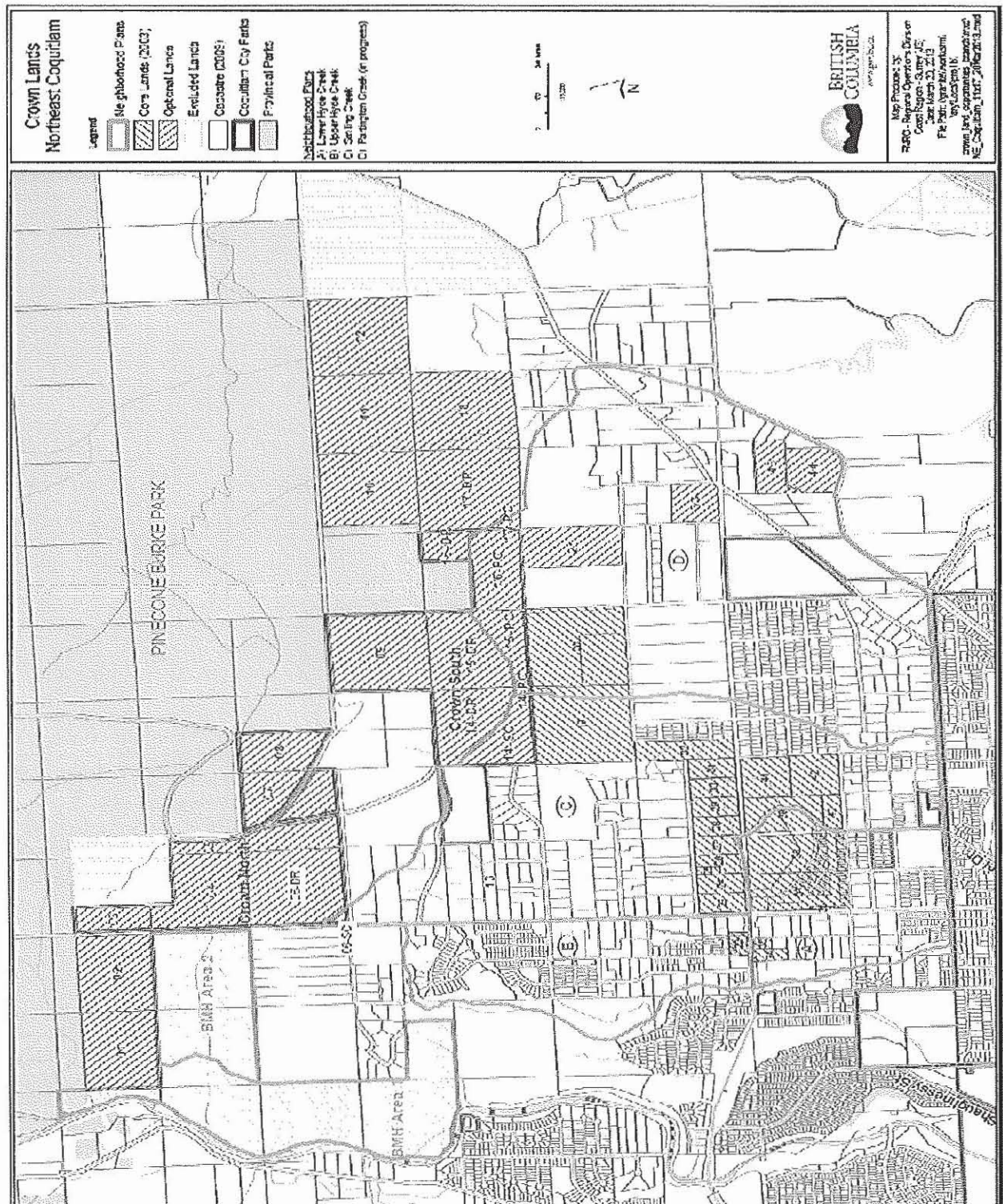
Name: Parcel #44

Address: NA

Legal: Lot "A" except Parcel "One" (Explanatory Plan 17398) Sec 8 Twp 40 NWD

PID: 013-877-551

Appendix B: Map of Burke Mt Lands





Treasury Board Submission – Request for Decision

Minister: Honourable Michael de Jong

Ministry: Finance

Date: 19/12/2013

Ministry Document #

Title: First Nations Accommodation for Surplus Assets Disposal

Issue: For Decision

Authorize access to Contingencies for a benefits agreement with the Kwikwetlem First Nation in the amount of \$8 million in FY 2013/14.

S. 12, S. 13

Background / Context:

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S. 12

S. 12, S. 17

S. 12, S. 13

S. 12, S. 13

Contact: Sarf Ahmed
Associate Deputy Minister
Ministry of Technology, Innovation
and Citizens Services



Kim Henderson
Deputy Minister, Corporate Initiatives
Office of the Premier

December 31, 2013

Date Signed

Appendices:

Appendix A: List of RAEG properties included in benefits agreement

Delta

S. 17

New Westminster

Name: 1005 Ewen Avenue

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Legal: Plan BCP41510, District Lot 757, Group 1, New Westminister Land District, CLOSED ROAD

PID: 027-967-085

Name: 1050 Boyd St

Address: 1050 Boyd St, New Westminister

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Legal: Lot 23, Block 2, Plan NWP2974, District Lot 172, Group 1, New Westminister Land District, Except Plan BCP38670; and Parcel A, Reference Plan BCP41509, District Lot 172, Group 1, New Westminister Land District, (REFERENCE PLAN BCP41509); DEDICATED ROAD ON STATUTORY RIGHT OF WAY PLAN 71501

PID: 107-442-240, 027-982-114

Name: 520 - 21st Street

Address: 520 - 21st Street, New Westminister

Legal: Part of Lot 54, Plan LMP3717, District Lot 172, Group 1, New Westminister Land District, PLAN 3103 Except Plan 19717

PID: 018-115-756

New Westminster (Continued)

Name: 502-20th St

Address: 502 20th St, New Westminster

Legal: Lot 57, Plan NWP43169, District Lot 172, Group 1, New Westminster Land District, Except Plan 67172, 72327, BCP40857

PID: 000-637-157

Coquitlam – Burke Mountain

Name: Parcel #1

Address: NA

Legal: NA

PID: NA

Name: Parcel #2

Address: NA

Legal: NA

PID: NA

Name: Parcel #3

Address: NA

Legal: NA

PID: NA

Name: Parcel #4

Address: NA

Legal: NA

PID: NA

Name: Parcel #5

Address: NA

Legal: NA

PID: NA

Name: Parcel #6

Address: NA

Legal: Legal Subdivision 4 Sec 18 Twp 40 NWD

PID: NA

Name: Parcel #7

Address: NA

Legal: NA

PID: NA

Name: Parcel #8

Address: NA

Legal: NA

PID: NA

Coquitlam – Burke Mountain (Continued)

Name: Parcel #9
Address: NA
Legal: NA
PID: NA

Name: Parcel #10
Address: NA
Legal: NA
PID: NA

Name: Parcel #11
Address: NA
Legal: NA
PID: NA

Name: Parcel #12
Address: NA
Legal: NA
PID: NA

Name: Parcel #14
Address: NA
Legal: Legal Subdivision 10 Sec 18 Twp 40 NWD
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Name: Parcel #15
Address: NA
Legal: Legal Subdivision 9 Sec 18 Twp 40 NWD Except part contained in Pincone-Burke Provincial Park
PID: 015-390-721

Name: Parcel #16
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Legal: NW 1/4 of NW 1/4 Sec 17 Twp 40 NWD except park
PID: 015-390-667

Name: Parcel #17
Address: NA
Legal: S 1/2 of NW 1/4 Sec 17 Twp 40 NWD
PID: 015-390-683

Name: Parcel #18
Address: NA
Legal: NA
PID: NA

Coquitlam – Burke Mountain (Continued)

Name: Parcel #21

Address: NA

Legal: Legal Subdivision 5 Sec 17 Twp 40 except W 660 ft NWD

PID: 015-390-586

Name: Parcel #33

Address: NA

Legal: THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 17 TOWNSHIP 40 EXCEPT: PARCEL "A" (EXPLANATORY PLAN 10343) SECONDLY: PARCEL "B" (EXPLANATORY PLAN 15690) AND THIRDLY: PART DEDICATED ROAD IN PLAN LMP 2774 NWD

PID: 006-475-752 (part)

Name: Parcel #43

Address: NA

Legal: Parcel One (Explanatory Plan 10840) of Lot D Section 8 Twp 40 NWD 4166

PID: 013-877-577

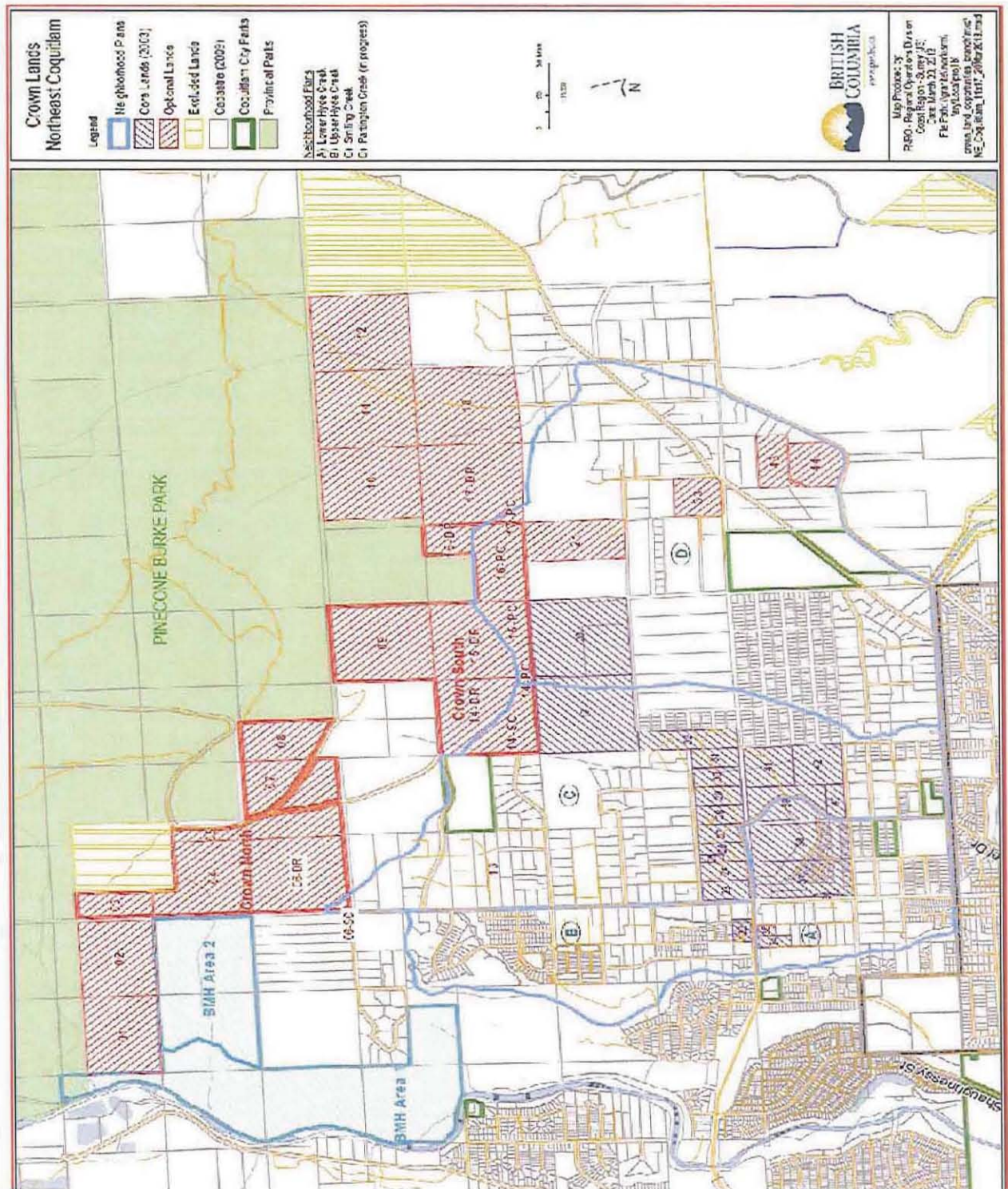
Name: Parcel #44

Address: NA

Legal: Lot "A" except Parcel "One" (Explanatory Plan 17398) Sec 8 Twp 40 NWD

PID: 013-877-551

Appendix B: Map of Burke Mt Lands





Shared
ServicesBC

Ref: 100540

December 16, 2013

His Worship Richard Stewart and Council
City of Coquitlam
3000 Guildford Way
Coquitlam BC V3B 7N2

Dear Mayor Stewart and Council:

I wish to thank you for the recent opportunity to meet with Coquitlam Council on
December 9, 2013 to discuss the proposed sale of surplus land at the S. 16, S. 17
S. 16, S. 17

I appreciate the time that you and Council provided to me, and I understand the interests and
concerns of the Coquitlam Council to include S. 16, S. 17

S. 16, S. 17

Ministry staff will be meeting with the Kwikwetlem First Nation as we continue this potential
surplus land disposal. I commit to keeping your staff advised of those discussions.

Again, thank you and your Council for the opportunity to discuss this issue.

Sincerely,


Mike Blaschuk
Assistant Deputy Minister

pc: Jim Thompson, Executive Director, Workplace Development Services
Ministry of Technology, Innovation and Citizens' Services

John Pyper, Executive Director, Release of Assets for Economic Generation
Ministry of Technology, Innovation and Citizens' Services



Ref: 100474

December 16, 2013

Chief Ron Giesbrecht
Kwikwetlam First Nation
2 – 65 Colony Farm Rd
Coquitlam BC V3C 5X9

Dear Chief Giesbrecht:

I have been advised by staff that the Province and Kwikwetlam First Nation (KFN) have agreed, in principle, to the terms of a Benefits Agreement, regarding the proposed sale of Crown land at Burke Mountain, in Coquitlam. I would like to thank you, KFN Council and staff for working with Provincial staff on the terms of an agreement that meets the needs and objectives of both the Province and KFN. A draft document containing the detailed terms of the Benefits Agreement will be provided to you shortly, for consideration by KFN Chief and Council.

During the course of the discussions with the Province on the Benefits Agreement, as a separate matter, you also emphasized your interest in acquiring land close to Kwikwetlam IR#1. In particular, you expressed an interest in the lands currently occupied by S. 16, S. 17

S. 16, S. 17

We have engaged in an analysis of how the Province might consolidate its uses of S. 16, S. 17

S. 16, S. 17

Consistent with other transactions for the sale of Provincial land and subject to obtaining required internal approvals for the sale, the Province will prepare an Offer to Purchase containing the necessary terms and conditions for your consideration. Under the terms of any Offer to Purchase that may be concluded, the Province will offer to sell the surplus S. 16, S. 17

S. 16, S. 17

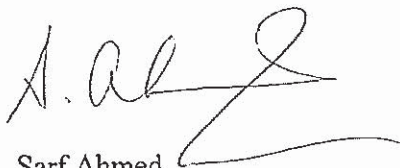
... 2/

The closing of the sale would be conditional upon the successful subdivision of the lands from
S. 16, S. 17 obtaining the necessary approvals from the City of Coquitlam
S. 16, S. 17 completion of required consultation with overlapping
First Nations satisfactory to the Province, and reserving the necessary rights of way for services,
flood control and access, among other things.

We look forward to working with you on this proposed land sale to KFN, developing a mutually agreeable purchase and sale agreement and a plan for engaging the City of Coquitlam.

Jim Thompson and John Pyper in the Ministry of Technology, Innovation and Citizens' Services will be in contact with you to continue this process.

Sincerely,



Sarf Ahmed
Associate Deputy Minister, Citizens' Services
Ministry of Technology, Innovation and Citizens' Services

pc: Jim Thompson, Executive Director, Workplace Development Services
Ministry of Technology, Innovation and Citizens' Services

John Pyper, Executive Director, Release of Assets for Economic Generation
Ministry of Technology, Innovation and Citizens' Services

Record of Contact.

Meeting with Kwikwetlem First Nation (KFN)

November 13, 2013

9:00 am – 12:00 noon

In Attendance:

FLNRO – Jeff Sheldrake, Melinda Nagy-Surdu

CITZ – John Pyper, Kimmy Gill

KFN – Chief Giesbrecht, Paul LePage

John P – opened discussions restated RAEG targets remain for market (December 1st deadline).

Paul L – Indicated that the greatest issue for KFN is land. Acknowledge that Burke Mountain is a great distance from the IR. Their IR is at capacity and is therefore interested in S. 16, S. 17

S. 16, S. 17
S. 16, S. 17 It has been very positive.

S. 16, S. 17

John P – Discussed options around S. 16, S. 17. Indicated that he held discussions internally and so far discussions have been positive and are actively exploring this option of property S. 16, S. 17

S. 16, S. 17

Paul L – S. 16, S. 17

Chief – Indicated that they would need to complete a lot of work on the site if purchased. S. 16, S. 17
S. 16, S. 17

S. 16, S. 17

All parties moved to discussions around Burke Mountain (BM).

Paul L – KFN has reviewed the options discussed at our last meeting and are convinced that S. 16, S. 17 would be a part of it. Chief and Paul are meeting with KFN Council in the afternoon to discuss parcel interest. Paul asked if FLNRO S. 16, S. 17

Values of parcels on BM were discussed.

Jeff S – Indicated that S. 16, S. 17 can be discussed. Jeff discussed up front value of \$8 Million offer.

Paul L – S. 16, S. 17

Jeff s – Asked KFN, If we could go back and get a commitment from Govt that the Province could look into the possibility of

S. 16, S. 17

KFN asked for a BREAK


Paul and Chief returned from the break to indicate that the KFN can agree to the terms but the Chief will have to go to Council. They would like to have ~~be~~ 16, S. before April 1st for housing in the community. The remainder can be paid out after April 30th.

John P – we will be having meetings this week and will look further into S. 16, S. 17 We will go back and present and make recommendations.

Paul L – Does it benefit the Province to do a direct sale of land S. 16, S. 17

Jeff S – We cannot transfer land to KFN S. 16, S. 17 Reconfiguring parcels takes time.

 File Attachment

 File Attachment

First Nations Record of Contact

Name: RAEG Number: Property:
Bruce Panorama
Municipality: Date:
Delta New West 2013-10-22
First Nation, Band or Tribal Council:
Kwikwentlem

Initiator:

John Pyper

Type of Communication:

☐ Phone Call ☒ Meeting ☐ E-Mail ☐ Letter ☐ Fax ☐ Visit



Kwikwetlem Oct 22 2013
Meeting Summary.docx
Microsoft Office Word
Document
20.5 KB

 File Attachment

 File Attachment

Comments:

See meeting Notes Attached

Commitments / Next Steps:

Milestones:

Follow-up:

Meeting Summary

October 22, 2013 10:00 – 1:00

S. 15

Attendees:

MTICS: John Pyper, Bruce Hoskins

FLNRO: Jeff Sheldrake, Melinda Nagy-Surdu

Kwikwetlem: Chief Ron Giesbrecht, Paul Lepage (Negotiator)

Background

Information on both the urban properties in New Westminster and Delta and the rural Burke Mt properties had been provided in previous meetings. The parties realized in the summer that we needed more information on the values of the Burke Mt properties before engaging in further negotiations. This is the first meeting with Kwikwetlem since the completion of appraisals for the FLNRO Burke Mt properties.

Discussion

Background for new negotiator

Chief asked us to provide background to Paul Lepage. John described genesis and purpose of the RAEG project to help balance the budget by selling surplus Crown assets. Multi-ministry approach with MTICs leading, mandate renewed after election, tight timelines. Need to meet duty to consult prior to disposition.

Jeff added some background specific to Burke Mt. First stage was sold in 2003 so market has known about FLNRO Burke Mt properties for 10 years or so.

S. 16, S. 17

S. 16, S. 17

Discussion centered on the new appraisal numbers for the Burke Mt. Total

S. 16, S. 17

S. 16, S. 17

John explained two sides of the discussion; consultation and negotiation of a benefits agreement. Possibility of just cash or land or combination. Need to move them ahead in tandem. Also need to start marketing ASAP as soon as we have an understanding.

Jeff confirmed that

S. 16, S. 17

S. 16, S. 17

Previous Offer

Went over previous offer.

S. 16, S. 17

S. 16, S. 17

S. 17, S. 16

Some discussion on length of time for closing given amount of due diligence. 30 days typical but can go longer if we have a structure purchase and sale agreement which lays out conditions and timelines. Paul asked about taxes and levies. Jeff explained that both seller and buyer have their costs. FN would have to pay PTT not matter how land was acquired.

S. 16, S. 17

Kwikwetlem reps indicated that the April 1 date could work for them.

S. 16, S. 17

Kwikwetlem Interests

Paul suggesting providing 3 lists: parcels of no interest, parcels for option or right of first refusal, and properties of strong interest.

S. 16

S. 16

Paul listed parcels **NOT** of interest for purchase:

S. 16, S. 17

S. 16, S. 17s uncertain, still need to discuss internally.

Very interested in purchasing

S. 16, S. 17

S. 16, S. 17

Appraisal issues

Paul stated that they have some concerns with the appraisals. Indicated that some streams have been missed and too high a value (per acre) has been applied to stream areas. Calculated that streams and slope reduce developable area of some parcels S. 16, S. 17 to only 15% so are overvalued in appraisal S. 16, S. 17 also overvalued. Asked about purchasing below appraised value citing previous example.

Jeff responded that provincial land disposals must adhere to general accounting procedures to sell at market value. Can buy on the market if they believe appraisals overvalue the land.

S. 16, S. 17

S. 16, S. 17

S. 16, S. 17

Some further discussion on details of appraisal. Paul said that he would send his notes on the appraisal and Jeff committed to look into any major methodological errors.

Raised offer

S. 16, S. 17

S. 16, S. 17 . Brings value of benefits agreement to \$8 M. In return Kwikwetlem signs off on all properties and takes cash in April (next fiscal year) which they could use to buy properties on the market rather than direct sale.

S. 16, S. 17

S. 16, S. 17 Need to go back to community and consider.
Will put together a proposal.

Chief Giesbrecht emphasized Kwikwetlem's

S. 16, S. 17

S. 16, S. 17

ITA not

S. 16, S. 17

S. 16, S. 17

Not TFL, land

to be sold without major Crown encumbrances.

Carrying Costs

Paul emphasized that they were trying to

S. 16, S. 17

Seem to think that competing on market might be better than direct sale or S. 16, S. 17 FN
continued to push for ways to gain additional benefits via the second part of the arrangement.

S. 16, S. 17

S. 16, S. 17 Some discussion followed on this topic. Kwikwetlem wants to do some work to determine what carrying costs are.

MOTI urban properties

Discussion turned to MOTI urban properties in New Westminster and Delta. John explained that New Westminster was an important location to many First Nations as indicated by the numerous claims to the area. JAG believes that no community will be able to demonstrate aboriginal title. We are attempting to focus efforts to minimize conflicting interest and structure deals that way. Properties are in your rights area rather than core area. Are looking for sign off on these parcels as part of this process.

Paul said that they might be interested in the New Westminster parcels. John reiterated overlaps, low SOC, and fact that we are offering a premium on Burke Mt.

Not Responsive

Handed out updated (Oct 17) list of MOTI properties in New Westminster and Delta.
Handed out updated (Oct 17) list of Burke Mt properties.

Follow Up

Kwikwetlem:

Paul to send notes with comments on Burke Mt appraisals. FLNRO will get appraiser to defend methodology and see if there are any compelling reasons to change values.

Kwikwetlem to review our answers to their question and put together a proposal. Will contact us for a further meeting when they have considered our offer.

Kwikwetlem determining carrying costs for S. 16, S. 17

Province:

Not Responsive

 File Attachment

 File Attachment

First Nations Record of Contact

Name: Bruce
Municipality: Delta New West
First Nation, Band or Tribal Council: Kwikwetlem
RAEG Number:
Property: Panorama
Date: 2013-06-26

Initiator:


Bruce

Type of Communication:

☐ Phone Call ☒ Meeting ☐ E-Mail ☐ Letter ☐ Fax ☐ Visit



Kwikwetlem June 26 2013
Meeting Summary.docx
Microsoft Office Word
Document
17.1 KB

 File Attachment

 File Attachment

Comments:

See attached

Commitments / Next Steps:

Milestones:

Follow-up:

Meeting Summary – Kwikwetlem First Nation

June 26, 2013 1:00 – 4:00 FLNRO Meeting Room

Attendees:

MTICS: John Pyper, Mike Masson, Bruce Hoskins

FLNRO: Jeff Sheldrake, Melinda Nagy-Surdu

Kwikwetlem: Chief Ron Giesbrecht, Fred Hulbert (Councillor)

Background

Meeting had two parts: 1) to continue discussion on Burke Mt properties, and

Not Responsive

Not Responsive

Discussion

Burke Mt

Jeff summarized where we left off at last meeting on May 29. Expect Burke Mt appraisals by the end of August as it is a lot of land and a major project. Will ask appraiser

S. 16, S. 17

S. 16, S. 17

S. 16, S. 17 . Hope to get appraisals to Kwikwetlem soon after Labour Day. We know that FN is also doing its due diligence on the parcels.

Chief Giesbrecht concerned about Metro Vancouver's interest, and raised discussions with them regarding S. 16, S. 17 Jeff said that issue for us was more S. 16, S. 17 also has an interest in this in terms of urban containment boundary. Chief also wanted to know if we were in discussion S. 16, S. 17 Jeff responded that we are not discussing land sales with anyone until we've met our duty to consult.

Chief indicated that they will also get things lined up with bank for when appraisals are ready.

S. 16, S. 17

Discussion turned to the offer.

S. 16, S. 17

S. 16, S. 17

Chief asked about discount on sale, citing an example of responded that S. 16, S. 17 had done a number of land deals but not aware of any

S. 16, S. 17

John

S. 16, S. 17

Chief Giesbrecht emphasized Kwikwetlem's interest in

S. 16, S. 17

S. 16, S. 17

Burke Mt and S. 16, S. 17 are our last chances

to get land

S. 16, S. 17

S. 16

S. 16 . Fortunately selling land to you helps you and helps us meet our targets. We are hoping for good numbers below the blue line and this should give us the flexibility to do a good deal.

S. 16, S. 17

FN asked some questions regarding zoning and park ons. 16, s. 1 Appraiser will look into this.

Asked about coordinating with S. 16 have not had chance to meet yet. Have committed same things to s. 16 in terms of appraisals and intend to meet with them in September as well.

S. 16, S. 17

MOTI urban properties

Discussion turned to MOTI urban properties in New Westminster and Delta. John explained new CAD boundaries mean your claimed territory now includes RAEG properties in New Westminster and Delta. MOTI wants to market these in Sept/Oct. We are now in an area of many overlapping interests. Chief Giesbrecht indicated some interest in these parcels as well.

Not Responsive

Follow Up

FLNRO to forward Burke Mt appraisals to Kwikwetlem when complete. Will set up meeting after FN has had a week to review.

Not Responsive

FIRST NATIONS RECORD OF CONTACT

RAEG Name: Various RAEG #: Various

Date: April 8, 2012 Time: 10:00

First Nation, Band or Tribal Council: Kwikwetlem First Nation

Property: Burke Mt, S. 16, S. 17 Boomerang, 1005 Ewan, 1050 Boyd, Marine Drive, 5202nd st
502-20 st

Initiator: Bruce Hoskins

Type of communication:

☐ Phone Call ☐ Meeting ☒ Email ☐ Letter
☐ Fax ☐ Visit

Comments:

Send clean pdf's of property list, Burke Mt. list,
and maps to Dale Lessoway, Lands and Resource Manager,
Kwikwetlem FN.

Commitments/Next Steps:

Email and info provided meets commitment from meeting
on Friday April 5, 2013.

Milestones:

N/A

Follow – up:

None

 File Attachment

 File Attachment

First Nations Record of Contact

Name: Bruce Hoskins
Municipality:
RAEG Number:
Property: Various
Date: 2013-04-05

First Nation, Band or Tribal Council:
Kwikkwetlem FN

Initiator:

Yvonne Deibert

Type of Communication:

☐ Phone Call ☒ Meeting ☐ E-Mail ☐ Letter ☐ Fax ☐ Visit

 File Attachment

 File Attachment

 File Attachment

Comments:

follow up meeting from initial one on march 8. Kwikkwetlem turned down s. 16, s. 17 initial offer, dis...

Commitments / Next Steps:

Province needs to do more work on vavles from Burke Mountain

Milestones:

Follow-up:

send electronic copies of likes to Dale
need to do SOC work on kwikkwetlem

FIRST NATIONS RECORD OF CONTACT

RAEG Name: *Various* RAEG #: *019, 013, 022, 064, 065, 067, 066*

Date: *April 5* Time: *10:00*

First Nation, Band or Tribal Council: *Kwikwetlem FN*

Property: *Burke Mt 2201 and 2205 Marine Drive, 1005 Ewon, 1050 Boyd, 520-21st*
S. 16, S. 17 *502-20st*

Initiator: *Yvonne Deibert*

Type of communication:

☐ Phone Call ☒ Meeting ☐ Email ☐ Letter
☐ Fax ☐ Visit

Comments:

S. 16, S. 17

S. 16, S. 17

Commitments/Next Steps:

Prov needs to do more work on values for Burke Mt.

Milestones:

Follow – up:

Send electronic copies of lists to Dole

Need to do SOC work on Kwikwetlem



February 12, 2013

Premier Christy Clark
PO BOX 9041 STN PROV GOVT
Victoria BC V8W 9E1

Dear Premier,

Re: Crown Consultation & Burke Mtn.

It has recently come to our attention that the Province of British Columbia has initiated projects without first consulting with the Kwikwetlem First Nation. This is not acceptable. The Province has a duty and legal obligation to consult and more importantly the honour of the Crown is at stake. Recently we found out that the Province is working to sell Crown lands on Burke Mountain and plans to sell these lands as part of larger initiative currently underway by the Province. We only found out about the Province's plans after meeting with the City of Coquitlam and subsequently requesting a meeting with the Crown Opportunities Branch. To date there has been no consultation with respect to this matter.

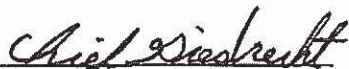
Not Responsive

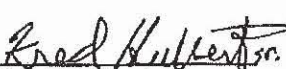
Not Responsive


The remaining crown lands are very important to Kwikwetlem and its people, we are not prepared to have the Crown infringe any further on our rights and title. We are prepared to meet and discuss the Burke Mountain lands and other initiatives with senior government officials that have been mandated to do so. However, should the province decide to proceed without consultation Kwikwetlem, we are prepared to issue a very strong press release regarding these matters and will be taking further action against the Province as deemed necessary.

All my relations,

KWIKWETLEM FIRST NATION


Chief Giesbrecht


Fred Hulbert Sr.
Councilor


Ed Hall
Councilor

Cc: Hon. Ida Chong, Minister of Aboriginal Relations and Reconciliation
Hon. Steve Thomson, Minister of Forests, Lands and Natural Resource Operations
Fin Donnelly, MP
Mike Farnworth, MLA
Leslie Giroday, Ratcliff & Co.

Kwikwetlem First Nation
2 – 65 Colony Farm Road, Coquitlam, B.C. V3C 5X9
Tel: 604-540-0680 Fax: 604-525-0772