



Regional District of
Kitimat-Stikine

Thornhill Land Details Agreement

Between

***Kitselas First Nation
("KFN")***

And

***The Regional District of Kitimat-Stikine
("RDKS")***

(Collectively, the "Parties")

January 2021

1. This Agreement is a sub-Agreement to the March 2, 2020 Kitselas First Nation (KFN) -- Regional District of Kitimat Stikine (RDKS), Thornhill Cooperation Agreement, as such, all terms from the Thornhill Cooperation Agreement apply to this Agreement, unless expressly stated otherwise.
2. Whereas:
 - a. KFN negotiated the transfer of Crown land in Thornhill as part of its 2016 LNG Benefits Agreement with BC.
 - b. The LNG Benefits Agreement included funding for KFN and RDKS to carry out a planning study for the Crown parcel to establish land use designations as well as the suggested final boundaries of the portion to be transferred to KFN.
 - c. As part of the development of the planning study, KFN and RDKS also discussed a potential land exchange of a portion of the KFN parcel that is better used as community use land by RDKS, in return for economic development land fronting Highway 16 owned by RDKS contiguous with land going to KFN.
 - d. In March 2020, KFN and RDKS signed the Thornhill Cooperation Agreement with the planning study attached to set out agreed to land use designations for the parcel, understandings on how jurisdiction will apply, establish a working relationship, and support for the parcel to potentially be converted to Treaty Settlement Land.
 - e. Utilizing the Cooperation Agreement and Planning Study, Kitselas is now working with RDKS and BC to finalize the boundaries of the Thornhill parcel to be transferred to it under its BC LNG Benefits Agreement.
 - f. BC has consistently stated its interest to ensure that the final boundaries established for the parcel under the terms of the LNG Benefits Agreement be jointly recommended by KFN and RDKS to try to meet both parties' interests.
 - g. Now therefore, the Parties have agreed on the approach set out in this Agreement to resolve these issues in a manner that is consistent with the Thornhill Cooperation Agreement, provides a significant parcel of land to KFN for development, and provides land for RDKS community use.

Definitions

“Agreement” means this Agreement in its entirety.

“BC LNG Benefits Parcel” means the parcel to be transferred to KFN under its BC LNG Benefits Agreement as shown on the map, attached as Appendix A.

“Economic Parcel” means the area RDKS will transfer to KFN in exchange for the Community Use Lands under Section 6, as shown on the map attached as Appendix A.

“Joint Community Use Area” means the area made up of the KFN Community Use Lands and the RDKS Community Use Lands, as shown on the map attached as Appendix A.

“KFN Community Use Lands” means the area KFN will own and contribute to the Joint Community Use Area, as shown on the map attached as Appendix A.

“RDKS Community Use Lands” means the area KFN will transfer to RDKS in exchange for the Economic Parcel under section 6 and the RDKS will contribute to the Joint Community Use Area, as shown on the map attached as Appendix A.

“Thornhill Cooperation Agreement” means the agreement signed by KFN and RDKS on March 2, 2020 setting out their understandings concerning their relationship with regard to the BC LNG Benefits Parcel, which includes both the Joint Planning Study and Joint Planning Study map.

3. Shared Principles

3.1 The parties have the following shared principles as they enter into this Agreement:

- a. protecting and building upon the excellent relationship between KFN and RDKS;
- b. ensuring the land designated as “community use” in the joint planning study is developed as such in an efficient and cooperative manner; and
- c. achieving a parcel of as much economically developable land as possible for KFN in a manner consistent with the Thornhill Cooperation Agreement.

4. Purpose

4.1 To establish the terms under which the Parties will establish mutually agreeable understandings on:

- a. the final boundaries for the BC LNG Benefits Parcel;
- b. overarching terms for a subsequent land exchange between KFN and RDKS; and
- c. the creation of a Joint Community Use Area and Joint Community Use Cooperative Management Agreement.

4.2 To enhance and deepen the Parties strong working relationship in a manner consistent with the Thornhill Cooperation Agreement.

5. Application to BC LNG Benefits Agreement

- 5.1 With the support of RDKS, KFN will work with BC to transfer the entire BC LNG Benefits Parcel to KFN under its BC LNG Benefits Agreement.
- 5.2 Where practical, KFN and RDKS will work together to attempt to have the land transfers occur on timelines that meet the interests of both Parties. With that in mind, KFN will inform RDKS prior to requesting transfer of the parcel from BC.
- 5.3 During the land transfer process for the BC LNG Benefits Parcel, KFN will encourage BC to conduct surveys in a way that may create efficiencies for the land exchange in Section 6 and KFN will engage with RDKS to keep it informed of and discuss issues that may impact the implementation of this Agreement.

6. Land Exchange

- 6.1 Prior to the transfer of the BC LNG Benefits parcel from BC to KFN under the BC LNG Benefits Agreement, KFN and RDKS will enter into an agreement to carry out a land exchange of the RDKS Community Use Lands contiguous with the Thornhill Community Centre, for the Economic Parcel owned by RDKS contiguous with the KFN LNG lands. The Parties will bring their best efforts to reaching that agreement in a timely manner and will not hesitate to utilize alternative dispute resolution processes where that is seen as helpful in achieving that goal.
- 6.2 The cost of any surveys required for the land exchange in 6.1 will be borne by RDKS.
- 6.3 The Economic Parcel will remain as fee simple land, and not be covered by Section 5.3 of the Thornhill Cooperation Agreement referring to conversion to Treaty Settlement Land, unless otherwise agreed to by the Parties.
- 6.4 For the purpose of achieving the goals of this agreement, the Parties acknowledge that the disposition of lands by the RDKS will follow the process and requirements as presented in the Disposing of Land and Improvement provisions of the Provincial Local Government Act including requirements to provide Notice of Proposed Disposition.

7. Community Use Area Cooperative Management Agreement

- 7.1 Prior to the transfer of the BC LNG Benefits Parcel from BC to KFN, the parties will negotiate and attempt to reach agreement on a Community Use Area Joint Management Agreement.

- 7.2 Consistent with the intention of the Thornhill Cooperation Agreement, KFN will contribute the KFN Community Use Lands, and RDKS will contribute the RDKS Community Use Lands following the exchange in Section 6 to create the Joint Community Use Area.
- 7.3 KFN will maintain underlying ownership of the KFN Community Use Lands it is contributing to the Joint Community Use Area.
- 7.4 KFN will covenant, as part of the Community Use Area Joint Management Agreement, that the management and control of that parcel will be governed by the terms of that Agreement for as long as that Agreement remains in effect.
- 7.5 RDKS will consider KFN's contribution of the KFN Community Use Lands to the Joint Community Use Area as satisfying any RDKS requirement for the contribution of community use land or cash as a result of a subdivision application from KFN, or a Kitselas entity established to hold land, for the BC LNG Benefits Parcel.
- 7.6 The Community Use Area Cooperative Management Agreement shall include terms on the following items:
 - a. a development plan, consistent with the Planning Study;
 - b. a commitment that neither party may develop the portion of the Joint Community Use Area it owns in a manner inconsistent with the development plan or community use designation, without the agreement of the other party in writing;
 - c. RDKS will have overall responsibility for the management, development and maintenance of the Joint Community Use Area subject to a cooperative communication and decision-making process,
 - d. commitments to work together, where appropriate and strategic, to achieve grant funding for development;
 - e. inclusion of a Kitselas name in the name of the Joint Community Use Area; and
 - f. other items as agreed to the mutual benefit of the Parties.

8. Other Matters

- 8.1 Through the implementation of this Agreement, the Parties will identify issues of concern or opportunity that may either threaten or strengthen their relationship for further discussion through either KFN Chief and Council and the RDKS Board, or at a KFN and RDKS Senior Staff level.

Judy Gerow
Chief Councillor
Kitselas First Nation

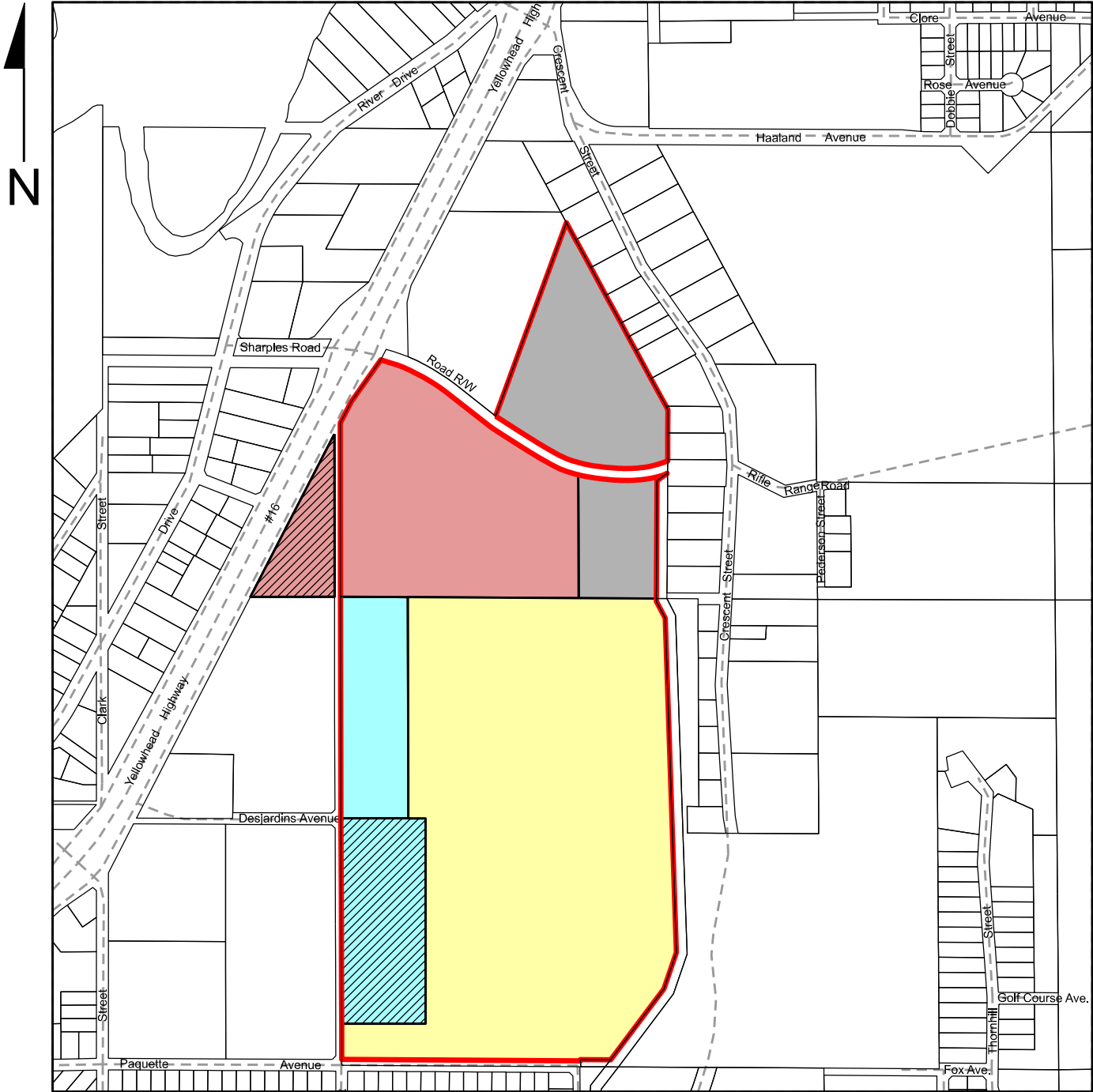
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
Philip Germuth
Board Chair
Regional District of Kitimat Stikine

Date: _____

Appendix A
Thornhill Land Details Agreement Map

Kitseles/Regional District of Kitimat-Stikine Thornhill Land Details Agreement - Appendix 'A'



- Kitseles LNG Benefits Agreement Parcel Boundary 
- Economic Parcel 
- Joint Community Use
- KFN Community Use Lands 
- RDKS Community Use Lands 