

# VERIFIER FRAMEWORK AGREEMENT FIRST NATION LAND MANAGEMENT ACT

---

A.J. (Al) Gross  
202 – 68 Songhees Road  
Victoria BC V9A 0A3

December 4, 2023

Chief and Council, Sqwá (Skwah) First Nation  
Jean MacDonald Indigenous Service Canada  
Meko Nicolas, Land Management Board

## **Re: Sqwá (Skwah) First Nation Land Code**

I received confirmation that the Individual Agreement between the Sqwá (Skwah) First Nation and Indigenous Service Canada has been signed by both parties. Therefore, I am able to certify and confirm the effective date of the Land Code.

The certification certificate is attached. It is dated December 4, 2023

The fully executed Individual Agreement is dated November 29, 2023.

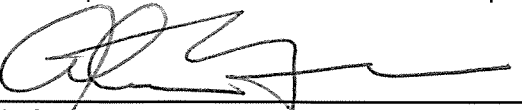
Provision 33 of the land Code provides commencement direction. In accordance with this provision, once the land Code has been approved by a Vote of the Eligible Voters it comes into force sixty (60) calendar days following certification of it by the verifier.

Therefore, the effective date of the Sqwá (Skwah) First Nation Land Code that is dated for reference October 3, 2023, is **February 2, 2024**

This concludes my role in the process. I will close my file effective today.

I wish the Band all the best with regard to the implementation of their land Code.

It was a pleasure to work with all of the parties that were part of the process.



A.J. Gross  
Verifier (Sqwá (Skwah) First Nation)

# Land Code Certification Sqwá (Skwah) First Nation

**Whereas:** the Chief and Council of the Squwá (Skwah) First Nation submitted their Land Code and Individual Agreement to a Ratification Vote that concluded on November 17, 2023.

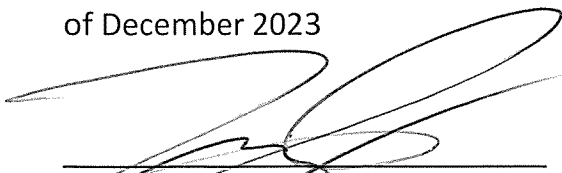
**Whereas:** the Land Code and Individual Agreement were approved by the Ratification Vote that was concluded on November 17, 2023.

**Whereas:** as Verifier I reported on November 23, 2023, that the Ratification Vote was conducted in accordance with the Squwá (Skwah) First Nation Community Ratification Process.

**Whereas:** the Individual Agreement was signed by Chief and Council on behalf of the Squwá (Skwah) First Nation on November 23, 2023, and on November 29, 2023, the BC Regional Director General of Indigenous Service Canada signed the Individual Agreement on behalf of His Majesty the King in right of Canada. The Individual Agreement is dated November 29, 2023.

Therefore, I hereby **certify** the Land Code, attached as *Annex '1'* hereto.

DECLARED BEFORE me at the  
City of Kelowna, in the province  
of British Columbia, this 4<sup>th</sup> day  
of December 2023



A Commissioner for Taking Oaths  
in and for the Province of British  
Columbia



A.J. Gross, Verifier

TIM JANZEN  
NOTARY PUBLIC  
103 - 1912 ENTERPRISE WAY  
KELOWNA, BC V1Y 9S9  
(250) 763-1923

PERMANENT COMMISSION

THIS IS ANNEX 1 REFERRED  
TO IN THE AFFIDAVIT OF  
A.J. GROSS SWORN  
BEFORE ME AT Kelowna BC  
THIS 4 DAY OF  
DECEMBER 2023

This is Exhibit "1" referred to in the  
Affidavit of A.J. Gross  
sworn before me at Kelowna, British  
Columbia this 6 day of October 2023



**Catherine McGowan**  
Barrister & Solicitor  
113 - 1890 Cooper Road  
Kelowna BC V1Y 8B7

  
**TIM JANZEN**  
NOTARY PUBLIC  
103 - 1912 ENTERPRISE WAY  
KELOWNA, BC V1Y 9S9  
(250) 768-1923



Certified a true copy this  
6<sup>th</sup> day of October 2023



# Sqwá First Nation Land Code

**Catherine McGowan**  
Barrister & Solicitor  
113 - 1890 Cooper Road  
Kelowna BC V1Y 8B7

Dated for Reference: October 3, 2023

**CERTIFIED**  
DEC 04 2023

Received  
for certification  
11/30/23

**RECEIVED**  
05/10/23

For Verification  


**VERIFIED**

OCT 06 2023

California State Board of  
Education  
1500 Broadway  
San Francisco, CA 94133

California State Board of  
Education  
1500 Broadway  
San Francisco, CA 94133

**CERTIFIED**  
DEC 04 2023

**VERIFIED**  
OCT 08 2023

## Table of Contents

|                                                        |           |
|--------------------------------------------------------|-----------|
| PART I .....                                           | 3         |
| <b>FUNDAMENTAL RIGHTS .....</b>                        | <b>3</b>  |
| 1. SQWÁ FIRST NATION'S LAND RIGHTS .....               | 3         |
| PART II .....                                          | 3         |
| <b>DEFINITIONS AND INTERPRETATION .....</b>            | <b>3</b>  |
| 2. DEFINITIONS .....                                   | 3         |
| 3. INTERPRETATION .....                                | 6         |
| PART III .....                                         | 6         |
| <b>SQWÁ LANDS .....</b>                                | <b>6</b>  |
| 4. DESCRIPTION OF SQWÁ LANDS .....                     | 6         |
| PART IV .....                                          | 7         |
| <b>LAND AND NATURAL RESOURCES ADMINISTRATION .....</b> | <b>7</b>  |
| 5. SQWÁ LANDS OFFICE .....                             | 7         |
| 6. LANDS ADVISORY COMMITTEE .....                      | 8         |
| PART V .....                                           | 9         |
| <b>SQWÁ FIRST NATION LEGISLATION .....</b>             | <b>9</b>  |
| 7. LAW-MAKING POWERS .....                             | 9         |
| 8. LAW-MAKING PROCEDURE .....                          | 10        |
| 9. EMERGENCY LAND LAWS .....                           | 11        |
| 10. NOTICE AND PUBLICATION OF LAND LAWS .....          | 12        |
| PART VI .....                                          | 12        |
| <b>LANDS MEETINGS AND VOTES .....</b>                  | <b>12</b> |
| 11. LANDS MEETINGS AND VOTES .....                     | 12        |
| PART VII .....                                         | 15        |
| <b>PROTECTION OF SQWÁ LANDS .....</b>                  | <b>15</b> |
| 12. EXPROPRIATION .....                                | 15        |
| 13. VOLUNTARY EXCHANGE OF LANDS .....                  | 15        |
| PART VIII .....                                        | 16        |
| <b>CONFLICTS OF INTEREST .....</b>                     | <b>16</b> |
| 14. CONFLICT OF INTEREST OBLIGATIONS .....             | 16        |
| 15. ACCOUNTABILITY FOR CONFLICTS OF INTEREST .....     | 17        |
| 16. FINANCIAL MANAGEMENT .....                         | 18        |

|                                                             |           |
|-------------------------------------------------------------|-----------|
| 17. ANNUAL REPORT.....                                      | 21        |
| PART X.....                                                 | 21        |
| <b>INTERESTS AND LICENCES IN SQWÁ LANDS.....</b>            | <b>21</b> |
| 18. REGISTRATION OF INTERESTS AND LICENCES .....            | 21        |
| 19. EXISTING INTERESTS .....                                | 22        |
| 20. MEMBER ONLY INTERESTS (INCLUDING CPS).....              | 22        |
| 21. GRANTING NEW INTERESTS; NATURAL RESOURCES .....         | 22        |
| <b>NO DEVELOPMENT WITHOUT PERMITS OR AUTHORIZATION.....</b> | <b>24</b> |
| 22. LIMITS ON MORTGAGES AND SEIZURE .....                   | 24        |
| 23. A-TO-A LEASING; MORTGAGE REQUIREMENTS .....             | 25        |
| 24. REGISTRATION OF MORTGAGES AND CHARGES .....             | 26        |
| 25. WILLS AND ESTATES.....                                  | 26        |
| PART XI.....                                                | 27        |
| <b>RESIDENCY, ACCESS AND TRESPASS.....</b>                  | <b>27</b> |
| 26. RESIDENCY AND ACCESS .....                              | 27        |
| 27. TRESPASS.....                                           | 27        |
| <b>DISPUTE RESOLUTION .....</b>                             | <b>28</b> |
| 28. INFORMAL OR CULTURAL RESOLUTION OF DISPUTES .....       | 28        |
| PART XIII.....                                              | 29        |
| <b>OTHER MATTERS .....</b>                                  | <b>29</b> |
| 29. ENFORCEMENT .....                                       | 29        |
| 30. LIABILITY .....                                         | 30        |
| 31. AMENDMENTS TO <i>LAND CODE</i> .....                    | 30        |
| 33. COMMENCEMENT.....                                       | 31        |

**CERTIFIED**  
DEC 04 2023

**VERIFIED**  
OCT 06 2023

## Preamble

Talhimelh, Sqwá mestiyexw, e'xelestexw ye s'ólh shxwetelim kw'es sxáxestexw qas st'elaxwt Sxwe'eyelh, sq'óstexw qe helemestexw éyelh slelhals, shxwoxwelstexw te s'ólh semikw' skway kw'e kwulh tsetoxw qe ew skway kw'e s'am swástolem, shxwe'elqel slelhals qe skwikwex só:lh stl'etl'ixw Temtemixw, aylexwstexw te sqweltel tset qesetu ste'astexw shxwtalimstolem. E'tset o:lhet qas ste'alstexw ye s'íwes ye syewalelh tset, tset xwiwel sq'eq'ó e'yálwet kw'es xólhmethet tset. S'ólh Sqwá Shxwelí xólhmet te só:lh smelalhs sq'eq'ó, ólhet, stl'etl'í, selá:wa, smáts'els, yóyes sq'eq'ótel qas shxwelstexw te st'elt'eláwtexw;

## Whereas:

- A. We the Sqwá people advance our inherent right to self-determination and community well-being inclusive of practicing sound governance, upholding our collective inalienable rights, responsibilities and title to our unceded territory, revitalizing our Halq'eméylem language and living our culture; and in honouring and valuing teachings of our ancestors, we move forward together to fulfill our stewardship duties and sustain self-sufficiency. Our Sqwá life spirit fosters our values of unity, respect, love, humility, pride, cooperation and community care;
- B. The *Framework Agreement on First Nation Land Management* provides the option to First Nations of withdrawing their reserve land from the land management provisions of the *Indian Act* in order to exercise control over their land and resources for the use and benefit of their Members;
- C. Under the *Framework Agreement*, Canada recognizes that First Nations have a unique connection to and constitutionally protected interest in their lands, including decision-making, governance, jurisdiction, legal traditions, and fiscal relations associated with those lands;
- D. Under the *Framework Agreement*, Canada has committed to implementing the United Nations Declaration on the Rights of Indigenous Peoples in a manner consistent with the Canadian Constitution and the *Framework Agreement* acknowledges that Canada's special relationship with First Nations will continue;
- E. The Province of British Columbia passed the *Declaration on the Rights of Indigenous Peoples Act (Declaration Act)* into law in November 2019. The *Declaration on the Rights of Indigenous Peoples Act (Declaration Act)* establishes the United Nations Declaration on the Rights of Indigenous Peoples (UN Declaration) as the Province's framework for reconciliation, as called for by the Truth and Reconciliation Commission's Calls to Action;
- F. Sqwá First Nation became a signatory to the *Framework Agreement* on March 11, 2019 and wishes to govern Sqwá Lands under this *Land Code*;

CERTIFIED  
DEC 4 2023

VERIFIED

OCT 06 2023

- G. The *Framework Agreement* has been given the force of law by the federal *Framework Agreement on First Nation Land Management Act*; and
- H. The *Framework Agreement* will be ratified by Sqwá First Nation through community approval of this *Land Code*.

**NOW THEREFORE, THIS *LAND CODE* IS ENACTED AS THE FUNDAMENTAL LAND LAW OF THE SQWÁ FIRST NATION.**

CERTIFIED  
DEC 04 2023

VERIFIED  
OCT 06 2023

## PART I

### FUNDAMENTAL RIGHTS

#### 1. Sqwá First Nation's Land Rights

- 1.1 This *Land Code* does not define or prejudice Indigenous rights, Indigenous title, treaty rights, inherent rights, or any other rights of Sqwá First Nation to control our lands or resources and does not preclude other negotiations in respect of those rights.
- 1.2 This *Land Code* does not affect any rights of Sqwá First Nation under the *United Nations Declaration on the Rights of Indigenous Peoples*.
- 1.3 This *Land Code* does not affect any lands, or any rights in lands, that are not subject to this *Land Code*.
- 1.4 This *Land Code* does not change the fiduciary relationship between Canada and Sqwá First Nation or Sqwá Members.

## PART II

### DEFINITIONS AND INTERPRETATION

#### 2. Definitions

- 2.1 Any words or terms used in this *Land Code* which are defined in the *Framework Agreement* have the same meaning as in the *Framework Agreement*, unless the context otherwise requires.

- 2.2 The following definitions apply in this *Land Code*:

"*Certificate of Possession*" or "CP" means a type of Member Only Interest created in accordance with section 20(1) or recognized under 20(3) of the *Indian Act*;

"*Community Lands*" means Sqwá Lands, other than Member Lands, that are held on behalf of and for the benefit of all Members;

"*Community Purpose*" means a public purpose or a public work intended to provide a benefit for Members, Sqwá First Nation, or residents of Sqwá Land and may include, but not be limited to, transportation and utility corridors, flood protection works, public works, cemeteries, schools, daycare facilities, administration buildings and facilities, elders' housing facilities, hospitals, fire halls, sewage and water treatment facilities, playgrounds, community centres and other similar facilities, and the protection of heritage sites;

CERTIFIED  
DEC 04 2023

VERIFIED

OCT 06 2023

“*Council*” means the Chief and Council of Sqwá First Nation;

“*Council Resolution*” means a resolution approved by a quorum of Council at a duly convened meeting;

“*Eligible Voter*” means a Member who has attained eighteen years of age on or before the last day of a Vote;

“*First Nation Lands Register*” means the lands register established pursuant to the *Framework Agreement*, or any successor lands register that may be established to replace the First Nation Lands Register;

“*Framework Agreement*” means the *Framework Agreement on First Nation Land Management*, entered into between First Nations and Canada on February 12, 1996, as amended from time to time;

“*Immediate Relative*” means in respect of a Person:

- i) that Person’s Spouse, grandparent, parent, step-parent, guardian, sibling, step-sibling, child, step-child and grandchild;
- ii) the child or parent of that Person’s Spouse;
- iii) any relative of that Person who ordinarily resides with that Person; or
- iv) any Person who ordinarily resides with that Person as a member of that Person’s family;

“*Individual Agreement*” means the agreement between Sqwá First Nation and Canada in accordance with the provisions of the *Framework Agreement*;

“*Instrument*” means a formal legal document that deals with or purports to deal with Interests or Licences in Sqwá Lands;

“*Interest*” means any interest, right, or estate of any nature in or to Sqwá Lands, and includes a Member Only Interest (including a CP), a lease, a life estate, an easement, a right of way, mortgage, charge, and a Permit, but does not include:

- (a) Sqwá First Nation title to the land, including Indigenous title; and
- (b) a Licence;

“*Land Code*” means this *Land Code*, as amended from time to time;

“*Lands Advisory Committee*” means the committee established under the ‘Lands Advisory Committee’ provisions of this *Land Code*;

“*Land Laws*” means this *Land Code* and other laws, including any emergency Land Laws, enacted under this *Land Code*, as amended from time to time;

*"Lands Meeting"* means a meeting open to the participation of Members for purposes set out in this *Land Code*, and may include in-person meetings, virtual meetings or a combination of both;

*"Lands Office"* means the Lands Office required under the 'Lands Office' provisions of this *Land Code*;

*"Licence"* means any temporary right of use or occupation of Sqwá Lands for a term of two years or less, or for a term up to twenty-five years if authorized by Council Resolution, but does not include a business licence, building permit, or similar instrument;

*"Member"* means a Person on the Sqwá First Nation membership list or who, in accordance with any applicable Sqwá First Nation membership list or code, is entitled to be on that list;

*"Member Lands"* means Sqwá Lands, other than Community Lands, that are held by Members or Sqwá First Nation under a Member Only Interest (including a CP);

*"Member Only Interest"* means an allotment, a Certificate of Possession, and any other Interests which can only be held by Members or Sqwá First Nation under a Land Law;

*"Natural Resources"* means renewable and non-renewable resources such as, but not limited to, agricultural crops, timber, surface and sub-surface resources, Sub-surface Materials, water, ground-water, minerals, stone, sand, gravel, clay, soil, and similar substances;

*"Permit"* means an Interest in a specified area of the Sqwá Lands, other than a Leasehold, Easement or Licence, that gives a Person non-exclusive use of a specified area of Sqwá Lands for a specific purpose;

*"Person"* unless the context requires or unless otherwise set out in a Land Law, includes a corporation, partnership or party, and the personal or other legal representatives of a Person to whom the context can apply according to law;

*"Publish"* or *"Publishing"* means to make information available to Members by posting online and in the Sqwá First Nation administration office;

*"Spouse"* means a Person who is married, whether by a traditional, religious, or civil ceremony, and includes a Spouse by common-law relationship as defined by federal law or a Sqwá First Nation law;

*"Sqwá First Nation"* means the Sqwá First Nation, also referred to as Skwah or Skwah First Nation;

*"Sqwá Land"* or *"Sqwá Lands"* means any reserve land, including Community Lands and Member Lands, that is subject to this *Land Code*;

*"Sub-surface Materials"* means any archeological artifacts, burial sites, lithics, ancestral remains, and items of cultural significance that are buried or located beneath or on the surface of land or water in or on Sqwá Lands ;

*"Vote"* means a vote convened by the Lands Office for purposes set out in this *Land Code* in which all Eligible Voters are entitled to vote.

### **3. Interpretation**

- 3.1 The Preamble and Sqwá First Nation's language may be used to interpret this *Land Code*.
- 3.2 Titles and headings in this *Land Code* are for convenience only.
- 3.3 Where a time limit under this *Land Code* falls on a weekend, or any holiday, the time limit is extended to the next business day.
- 3.4 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* prevails to the extent of the inconsistency or conflict.
- 3.5 If there is an inconsistency or conflict between this *Land Code* and any other Land Law or by-law under the *Indian Act*, this *Land Code* prevails to the extent of the inconsistency or conflict.
- 3.6 Any reference to a court in this *Land Code* includes a justice of the peace appointed by Sqwá First Nation with authority in respect of Land Laws.
- 3.7 Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular.

## **PART III**

### **SQWÁ LANDS**

#### **4. Description of Sqwá Lands**

- 4.1 Sqwá Lands subject to this *Land Code* are the following reserves of Sqwá First Nation:
  - (a) Sqwá Lands described in "Appendix G" of the Individual Agreement;
  - (b) Lands added to reserve after this *Land Code* comes into force;
  - (c) Lands added to reserve through a land exchange in accordance with this *Land Code*; and

- (d) Reserve lands jointly held for the use and benefit of Sqwá First Nation and one or more other First Nations, if:
  - (i) there is a description of the land that the Surveyor General has prepared or caused to be prepared or any other description that is, in the Surveyor General's opinion, sufficient to identify the land; and
  - (ii) the First Nations agree upon uniform rules and procedures for the management of the land and for the resolution of disputes between the First Nations, which may be set out in a joint management agreement for those lands.

4.2 Sqwá Lands include:

- (a) all Natural Resources located within Sqwá Lands;
- (b) the water located within Sqwá Lands, and the beds underlying that water; and
- (c) any riparian rights.

## PART IV

### LAND AND NATURAL RESOURCES ADMINISTRATION

#### 5. Sqwá Lands Office

- 5.1 Sqwá is required to have and maintain a Lands Office that is staffed by at least one staff member or contractor.
- 5.2 Unless stated otherwise in a Land Law or Council Resolution, the roles and responsibilities of the Sqwá Lands Office set out in this Part, will be carried out by the senior staff member or contractor in the Lands Office.
- 5.3 Council may, by Council Resolution, identify staff positions in the Sqwá Lands Office, including employees, contractors, volunteers, or other Persons considered by Council to be staff in the Lands Office.
- 5.4 Council may, by Council Resolution, specify for any Lands Office staff position:
  - (a) the scope of delegated authority for management of Sqwá Lands; and
  - (b) whether that position includes the authority to register Instruments in the First Nation Lands Register.

- 5.5 Subject to the terms of any Council Resolution, the duties of the Lands Office include:
- (a) advising Council and the Lands Advisory Committee on Land Laws and policies;
  - (b) advising Council on administrative fees, rent, royalties, bonds, charges, or other amounts payable in respect of Sqwá Lands;
  - (c) arranging Lands Meetings and Votes in accordance with this *Land Code*;
  - (d) proposing to Council the annual Sqwá Lands workplan and Sqwá Lands budget;
  - (e) providing input on Sqwá First Nation's annual reports in respect of Sqwá Land revenues and Sqwá Land activities;
  - (f) assisting the Lands Advisory Committee, upon request from the Lands Advisory Committee; and
  - (g) managing and maintaining systems for Sqwá Land administration, such as, but not limited to, record keeping, data management, and the development of approved forms and procedure.

- 5.6 In carrying out its responsibilities, the Lands Office must consider any advice, or recommendations provided by the Lands Advisory Committee and Council.

## **6. Lands Advisory Committee**

- 6.1 Council must establish the Lands Advisory Committee and appoint its members in accordance with this *Land Code*.
- 6.2 As soon as possible after this *Land Code* comes into effect, Council must, by Council Resolution, appoint Persons to serve on an interim basis on the Lands Advisory Committee, which will be composed of a balanced representation of Sqwá Members, including an off-reserve Member, an elder, a youth, and at least two (2) Certificate of Possession holders.
- 6.3 No later than twelve months after the *Land Code* comes into effect, Council must, by Council Resolution, appoint the members of the Lands Advisory Committee, which will be composed of a balanced representation of Sqwá Members, including an off-reserve Member, an elder, a youth, and at least two (2) Certificate of Possession holders, and may include Persons who served on an interim basis or new Persons.
- 6.4 Members of the Lands Advisory Committee must be appointed to serve a three-year term, which term may be renewed by Council from time to time.

- 6.5 Council must ensure that there are a minimum of five members and a maximum of nine members on the Lands Advisory Committee.
- 6.6 Council must, by Council Resolution, establish terms of reference for the Lands Advisory Committee regarding committee purpose, composition, eligibility, remuneration of members, and similar matters.
- 6.7 In addition to carrying out the functions of the Lands Advisory Committee under this *Land Code*, the Lands Advisory Committee may advise Council and the Lands Office on the following:
- (a) Sqwá Land-related matters, including the granting of Interests and Licences;
  - (b) land use plans;
  - (c) Sqwá Land-related policies, Land Laws and regulations; and
  - (d) recommendations from Members and others regarding Sqwá Land matters, environmental concerns and priorities.
- 6.8 Council may, by Council Resolution, delegate Sqwá Land-related authorities, other than enacting Land Laws, to the Lands Advisory Committee, including authority related to particular Sqwá Lands projects, developments, activities, or other matters it deems appropriate.
- 6.9 Council may terminate the appointment of any member of the Lands Advisory Committee who fails to:
- (a) attend three consecutive meetings of the Lands Advisory Committee without the approval of the chair of the Lands Advisory Committee;
  - (b) undertake their duties as a member of the Lands Advisory Committee under this *Land Code*; or
  - (c) comply with the terms of reference or any code of conduct for the Lands Advisory Committee.

## PART V

### SQWÁ FIRST NATION LEGISLATION

#### 7. Law-Making Powers

- 7.1 Upon the coming into force of this *Land Code*, Council will have the power to make Land Laws, in accordance with this *Land Code*, respecting the development, conservation, protection, management, use and possession of Sqwá Lands and Interests and Licences in relation to Sqwá Lands, including

1006586400

**CERTIFIED**  
DEC 04 2023

**VERIFIED**

OCT 06 2023

laws on any matter necessary or ancillary to the making of laws in relation to Sqwa Lands.

- 7.2 Council has all of the law-making powers set out in the *Framework Agreement* and may enact and enforce Land Laws in accordance with those powers and this *Land Code*.
- 7.3 For greater certainty and without limiting section 7.2, Council may, in accordance with this *Land Code*, enact Land Laws respecting community benefits, developer contributions, development cost charges, and similar requirements and contributions.
- 7.4 Council's authority to pass laws under this *Land Code* includes the authority to pass regulations, and approve policies, procedures, forms, fees, charges, penalties, fines and related matters.

## **8. Law-Making Procedure**

- 8.1 The law-making procedure under this *Land Code* applies whenever a new Land Law is proposed or an existing Land Law is to be repealed or amended.
- 8.2 The law-making procedure under this *Land Code* applies to regulations unless a Land Law sets out a different procedure for making regulations under that Land Law.
- 8.3 Council will provide direction on the priorities for Land Laws, or the Lands Office, in consultation with the Lands Advisory Committee, may propose a Land Law to Council for consideration before developing a draft Land Law.
- 8.4 The Lands Office must obtain direction from Council before developing a draft Land Law.
- 8.5 Except where Council has decided to enact an emergency Land Law in accordance with this *Land Code*, the Lands Office:
- (a) must consult with the Lands Advisory Committee regarding a draft Land Law and consider any advice provided by the Lands Advisory Committee;
  - (b) must Publish a draft Land Law so that it is available for Member viewing until such time as a final decision is made in respect of that Land Law;
  - (c) must convene, in accordance with the requirements of this *Land Code*, one or more Lands Meetings to consider the draft Land Law;
  - (d) may provide to Members any other information related to a draft Land Law that the Lands Office considers appropriate; and

**CERTIFIED**  
DEC 01 2023

**VERIFIED**

OCT 06 2023

- (e) may adjust, as the Lands Office considers appropriate, a draft Land Law that has been Published.
- 8.6 After the Lands Office has finalized the development of a draft Land Law, the Lands Office must present the draft Land Law to Council for consideration and must include a summary of any input received from Members and the Lands Advisory Committee.
- 8.7 After Council has received a draft Land Law from the Lands Office, Council may:
  - (a) decide whether or not to enact the draft Land Law as presented by the Lands Office;
  - (b) enact the draft Land Law after making minor amendments to the draft Land Law, such as changes to the title or headings, typographical or grammatical errors, and minor changes to align the draft Land Law with other laws of Sqwá First Nation;
  - (c) request that the Lands Office undertake further work on the draft Land Law for reconsideration by Council; or
  - (d) decide for any other reason that the draft Land Law should be reconsidered by Council at a later date.
- 8.8 Where Council requests that the Lands Office undertake further work on a draft Land Law, the Lands Office must:
  - (a) take the same steps to obtain input from Members and the Lands Advisory Committee as were followed for the first draft of the Land Law, in accordance with this *Land Code*; and
  - (b) once input from Members and the Lands Advisory Committee has been received and considered, present a revised draft Land Law to Council for reconsideration.
- 8.8 Land Laws must be signed by a quorum of Council.
- 8.9 Land Laws come into force on the date of enactment, or a later date as specified in the Land Law.
- 8.10 In the case of an expropriation Land Law, a Vote is required to authorize Council to enact that Land Law, in addition to the other law-making procedures set out in this *Land Code*.

## 9. Emergency Land Laws

- 9.1 If Council is of the opinion that an emergency Land Law is required in order to protect public health, safety, Sqwá Lands, or Members, Council may

immediately enact that law as an emergency Land Law without completing the law-making procedures set out in this *Land Code*.

9.2 An emergency Land Law will expire one hundred and eighty (180) calendar days after enactment, unless Council remains of the opinion that the matter is urgent and renews that emergency Land Law before it expires for a maximum of an additional one hundred and eighty (180) calendar days from the date of renewal.

9.3 An emergency Land Law, including any amendments and renewals, must be Published in the same manner as other Land Laws enacted under this *Land Code*.

## **10. Notice and Publication of Land Laws**

10.1 Sqwá First Nation must Publish, and register in the First Nation Lands Register, the following:

- (a) all Land Laws, as amended from time to time, which are currently in force; and
- (b) previous versions of Land Laws, whether those laws have been repealed or amended.

10.2 If Council intends to enact a Land Law related to family homes and matrimonial interests, Council must provide to the Attorney General of the Province notice of Council's intention, as well as a copy of that Land Law once it has been enacted.

## **PART VI**

### **LANDS MEETINGS AND VOTES**

## **11. Lands Meetings and Votes**

11.1 The Lands Office must hold a Lands Meeting:

- (a) whenever the Lands Office is required, under this *Land Code*, to seek Member input on a proposed Land Law; and
- (b) prior to holding a Vote required under this *Land Code*.

11.2 A Vote is required to determine whether a majority of participating Eligible Voters:

- (a) approve the adoption of a land use plan;
- (b) authorize Council to enact an expropriation Land Law;

- (c) approve a voluntary exchange of Sqwá Lands;
  - (d) approve, in accordance with this *Land Code*, any substantive amendments to this *Land Code*;
  - (e) authorize Council to grant, transfer, assign, renew, or extend easements, rights of way, Permits or Licences in Sqwá Lands for any pipeline or similar utility that does not provide a direct benefit or service to Members or the community for residential or administrative use;
  - (f) authorize Council to grant, transfer, assign, renew, or extend a Licence in respect of non-renewable Natural Resources on Sqwá Lands for a term exceeding five years;
  - (g) authorize Council to grant, transfer, assign, renew, or extend a Licence in respect of water on Sqwá Lands, other than those which only provide services to Sqwá First Nation or Members;
  - (h) in the case of Community Lands, authorize Council to grant, renew, or extend an Interest or Licence, if the total term, including any renewal or extension, exceeds twenty-five (25) years;
  - (i) in the case of Member Lands, authorize a Member to grant, transfer, assign, renew, or extend an Interest or Licence, if the total term, including any renewal or extension, exceeds seventy-five (75) years; and
  - (j) approve of enacting a draft Land Law or deciding on any other Sqwá Lands matter within the authority of Council, where a quorum of Council has a conflict of interest and a Vote of the Members is required under this *Land Code*.
- 11.3 For the purposes of a Vote, the total term of an Interest or Licence includes any grant, transfer, assignment, renewal or extension, to:
- (a) a successor corporation or business;
  - (b) a Person who is a director, operator, or shareholder of the original Interest or Licence holder;
  - (c) an Immediate Relative of the original Interest or Licence holder; or
  - (d) a similar closely related Person or entity.
- 11.4 For the purposes of a Lands Meeting or Vote, the Lands Office must obtain an up-to-date list of Members and Eligible Voters, based on the best information available to the Lands Office, including their addresses or other contact information.

- 11.5 The Lands Office must provide Members notice of a Lands Meeting, and must provide Eligible Voters with notice of a Vote, by:
- (a) Publishing the notice; and
  - (b) Subject to available information, contacting the Member or Eligible Voter by mail, or alternatively contacting them by email if authorized to do so by the Member or Eligible Voter.
- 11.6 The Lands Office must provide notice of a Lands Meeting or Vote at least fourteen (14) calendar days in advance of the Lands Meeting or Vote.
- 11.7 Notice of a Lands Meeting or Vote must:
- (a) set out the purpose, date, time, and location of the Lands Meeting or Vote;
  - (b) indicate whether a minimum participation or approval threshold has been set for a Vote;
  - (c) include as applicable, a statement that every Member is entitled to participate in a Lands Meeting, or that every Eligible Voter is entitled to participate in a Vote;
  - (d) indicate whether participation in a Lands Meeting by non-Members is allowed; and
  - (e) set out the methods of participation, including by telephone, online, in-Person, mail-in ballot, or any combination of these methods.
- 11.8 A Person must not in any way interfere with a Vote, where interference includes:
- (a) providing any inducement or reward for a Person to vote or refrain from voting, or for a Person to vote or refrain from voting for a particular Sqwá Land-related matter at a Lands Meeting;
  - (b) preventing a Person from voting, including by any form of threat, intimidation, or bribe; and
  - (c) accepting any inducement or reward for voting or refraining from voting for a particular Sqwá Land-related matter at a Lands Meeting.
- 11.9 Any Person who interferes with a Vote under this section is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

## PART VII

### PROTECTION OF SQWÁ LANDS

#### 12. Expropriation

12.1 Sqwá First Nation may only expropriate an Interest or Licence if:

- (a) an expropriation Land Law has been enacted in accordance with this *Land Code*; and
- (b) all requirements regarding expropriation under the *Framework Agreement* and the expropriation Land Law have been met.

12.2 For greater certainty, Council may only expropriate an Interest in Sqwá Lands:

- (a) for a Community Purpose;
- (b) after Council has notified all holders of legal Interests of Sqwá First Nation's need for the land or Interest and of the proposed use;
- (c) after Council has made good faith efforts to try and acquire the Interest through negotiations;
- (d) if no other similar and suitable Community Land is reasonably available;
- (e) after a Lands Meeting to discuss whether the proposed use is sufficiently compelling to justify expropriation;
- (f) in the smallest amount of land and for the shortest period of time necessary to reasonably meet the need for which the land or Interest is required by Sqwá First Nation; and
- (g) after Sqwá First Nation has paid fair market value based on an appraisal conducted by a professional appraiser with an Accredited Appraiser Canadian Institute (P.App, AACI) designation or equivalent, or has provided equivalent replacement compensation for the expropriation.

#### 13. Voluntary Exchange of Lands

13.1 Sqwá Lands may only be exchanged for new lands, if those new lands will become Sqwá Lands subject to this *Land Code*.

13.2 Any exchange of Sqwá Lands is subject to the following requirements:

- (a) the area of the new land and its value must be greater than the land which will cease to be Sqwá Lands;

- (b) a Vote must be held in which a majority of participating Eligible Voters approve the exchange of Sqwá Lands; and
- (c) prior to the Vote, the Eligible Voters must be informed of the total compensation, including monetary or other compensation, as well as the area, value, and environmental condition of the new land.

## PART VIII

### CONFLICTS OF INTEREST

#### 14. Conflict of Interest Obligations

- 14.1 The conflict of interest provisions of this *Land Code* apply to the following Persons in respect of matters related to Sqwá Lands:
- (a) Council;
  - (b) employees or contractors of Sqwá First Nation;
  - (c) members of a board, committee or other body established by Sqwá First Nation;
  - (d) any Person appointed in a dispute resolution process involving Sqwá First Nation; and
  - (e) any other Person when dealing with a matter related to Sqwá Lands.
- 14.2 A Person has a conflict of interest if the Person's ability to deliberate or decide is compromised, or it would be reasonable to assume that Person is compromised, by:
- (a) a personal, private, vested or biased interest; or
  - (b) a private interest of an Immediate Relative.
- 14.3 Section 14.2 does not apply to an interest held by a Member in common with every other Member. For example, an individual is not in conflict if a proposed decision will benefit that Member in the same way as it will benefit other Members.
- 14.4 The conflict of interest provisions of this *Land Code* continue to apply for twenty-four months after a Person ceases to hold their position or contract with Sqwá First Nation.
- 14.5 A Person who has a conflict of interest related to Sqwá Lands must:

- (a) disclose that conflict of interest to Council, and to the Person or body which is considering or voting on the matter related to Sqwá Lands; and
  - (b) not take part in any further consideration of that matter, nor vote on that matter.
- 14.6 If a board, committee or other body is unable to act in respect of a matter related to Sqwá Lands due to a conflict of interest, the matter must be referred to Council.
- 14.7 If Council is unable to vote on a matter related to Sqwá Lands, or a proposed Land Law, due to a conflict of interest, Council must refer that matter or the proposed Land Law to the Members for a Vote.
- 14.8 A question regarding a potential conflict of interest may be referred to dispute resolution under a Land Law with the agreement of the Person who is alleged to have the conflict of interest.
- 14.9 Council may establish additional conflict of interest rules in a financial administration law or other Land Law.

**15. Accountability for Conflicts of Interest**

- 15.1 A Person fails to meet the conflict of interest obligations under this *Land Code* where that Person:
  - (a) fails to declare a conflict of interest;
  - (b) provides incomplete or misleading information regarding a conflict of interest;
  - (c) improperly participates in a decision in which they have a conflict of interest; and
  - (d) fails to comply with conflict of interest rules established by Council applicable to signing cheques or financial transfers or transactions.
- 15.2 If a Person fails to meet the conflict of interest obligations under this *Land Code*, Sqwá First Nation or an Eligible Voter may apply to a court for any of the following:
  - (a) an order that the Person pay to Sqwá First Nation an amount equal to the total funds received as a result of the conflict of interest;
  - (b) an award of damages;

---

CERTIFIED  
DEC 04 2023

VERIFIED  
OCT 06 2023

- (c) an order that the Person no longer hold any office, employment, or other position with Sqwá First Nation for such period of time as the court considers appropriate;
  - (d) any other remedy the court considers appropriate; and
  - (e) any combination of the above.
- 15.3 If a Person fails to meet the conflict of interest obligations under this *Land Code*, Council may, by majority vote after providing fair opportunity for the Person to review and respond in accordance with administrative law, decide that the Person is subject to any of the following:
- (a) removal from Council;
  - (b) termination as an employee or contractor;
  - (c) removal from any board, committee, or other body established by Sqwá First Nation;
  - (d) removal from any dispute resolution process involving Sqwá First Nation; and
  - (e) disqualification from holding office, employment, or any other position with Sqwá First Nation for any time period that Council deems appropriate,
- and Council may impose any of these measures, whether or not a court in any proceeding has determined that the Person has failed to meet the conflict of interest obligations under this *Land Code*.

## PART IX

### Financial Management

#### 16. Financial Management

- 16.1 This Part applies only to financial matters in relation to Sqwá Lands that are administered under this *Land Code*.
- 16.2 This Part does not apply to the extent it is inconsistent with a Sqwá First Nation financial administration law enacted by Sqwá First Nation under the *First Nations Fiscal Management Act*.
- 16.3 The fiscal year of Sqwá First Nation ends at midnight on March 31<sup>st</sup> of each year, unless a different date is specified under a Sqwá First Nation law.

- 16.4 Council must establish one or more accounts dedicated only to Sqwá Lands at an accredited bank or financial institution.
- 16.5 Council, or any Person authorized by Council, must deposit in the accounts dedicated only to Sqwá Lands all Sqwá Land revenues, other than taxes received by Sqwá First Nation, including:
- (a) capital and revenue monies, and any other transfer payments received from Canada;
  - (b) moneys received by Sqwá First Nation from Interests and Licences; and
  - (c) fees, fines, charges, and any other monies collected by Sqwá First Nation in respect of Sqwá Lands, including under any Land Laws.
- 16.6 Council must, by Council Resolution, appoint at least three signing officers with authority to issue payments or approve the transfers of Sqwá First Nation funds.
- 16.7 No cheque is valid unless it is signed by at least two appointed signing officers.
- 16.8 No other transfer of Sqwá First Nation funds is valid unless it is approved in writing by at least two signing officers.
- 16.9 A signing officer must not, in relation to Sqwá First Nation funds, issue cheques, or carry out other transfers to themselves or to any entity in which they have an ownership interest or are a director.
- 16.10 A Person ceases to be a signing officer if the Person ceases to be on Council, ceases employment with Sqwá First Nation, or their appointment as a signing officer is terminated or withdrawn in writing by Sqwá First Nation.
- 16.11 Council may establish limits on the authority of signing officers including:
- (a) the maximum dollar amount of signing authority; and
  - (b) conflict of interest rules applicable to signing cheques or transfers of funds.
- 16.12 Council must, by Council Resolution:
- (a) establish security and training processes for signing officers; and
  - (b) periodically review and revise security screening and training processes.
- 16.13 Council will adopt an annual Sqwá Lands budget for each fiscal year as it relates to all revenues and expenditures relating to Sqwá Lands and may adopt one or more supplementary Sqwá Lands budgets relating to all revenues and expenditures relating to Sqwá Lands.

- 16.14 Council will attempt to adopt the annual Sqwá Lands budget prior to the start of each fiscal year or as early as possible within that fiscal year.
- 16.15 Until Council adopts the annual Sqwá Lands budget, the Sqwá Lands budget for the previous fiscal year, including any supplementary Sqwá Lands budgets, will continue to apply if required.
- 16.16 After adopting an annual Sqwá Lands budget or a supplementary Sqwá Lands budget, Council must Publish the budget or direct the Lands Office to Publish the budget.
- 16.17 No Person will spend moneys or make financial commitments from Sqwá Lands revenues unless the spending is authorized under a Sqwá Lands budget.
- 16.18 Any Person who spends moneys, or makes financial commitments relating to Sqwá Lands revenues that are not authorized under a Sqwá Lands budget, or supplementary budget, is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.
- 16.19 Sqwá First Nation must keep financial records in relation to Sqwá Lands in accordance with generally accepted accounting principles.
- 16.20 Sqwá First Nation must prepare and Publish annual audited financial statements in relation to Sqwá Lands within one hundred and twenty days of the end of the fiscal year.
- 16.21 Annual audited financial statements in relation to Sqwá Lands may be included in consolidated audited financial statements of Sqwá First Nation, provided that Members can obtain information regarding Sqwá Lands expenditures and revenues in those consolidated statements.
- 16.22 Council must, by Council Resolution, appoint a duly accredited auditor for the purpose of:
- (a) preparing the annual audited financial statements under this *Land Code*; and
  - (b) preparing any other audit that may be required by Sqwá First Nation.
- 16.23 Council must ensure that the remuneration paid to an auditor in relation to this *Land Code* is disclosed within the Council Resolution appointing the auditor, as well as in the annual audited financial statements.
- 16.24 The auditor may, at all reasonable times, inspect any Sqwá First Nation financial records, including those relating to Sqwá Lands.
- 16.25 The auditor may apply to a court for an order to produce other financial records

in order to carry out the auditor's duties under this *Land Code*.

16.26 Any Person who:

- (a) impedes or obstructs an auditor from exercising a right to inspect Squwá First Nation financial records; or
- (b) fails to give reasonable assistance to an auditor exercising a right to inspect Squwá First Nation financial records,

is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code*.

## **17. Annual Report**

17.1 The Lands Office must prepare and Publish an annual report on Squwá Lands governance within one hundred and eighty days of the end of each fiscal year.

17.2 The annual report must include:

- (a) summary of Squwá Lands governance activities;
- (b) a copy and explanation of the annual audited financial statements as it applies to Squwá Lands; and
- (c) any other matters, as may be directed by Council.

## **PART X**

### **INTERESTS AND LICENCES IN SQWÁ LANDS**

## **18. Registration of Interests and Licences**

18.1 Any grant, disposition, transfer, renewal, or assignment of an Interest or Licence after this *Land Code* comes into force is void if:

- (a) it is not registered in the First Nation Lands Register;
- (b) it is registered in contravention of this *Land Code*; or
- (c) it is otherwise in contravention of this *Land Code*.

18.2 No Person will register in the First Nation Lands Register any grant, disposition, transfer, renewal, or assignment of an Interest or Licence unless:

- (a) it is accompanied by any approval, by Council or by Vote, which may be required under this *Land Code* or a Land Law;

- (b) all registration requirements are met under Sqwá First Nation laws and federal regulations for the First Nation Lands Register; and
- (c) any applicable fees are paid and all registration requirements under any Land Law are met.

## **19. Existing Interests**

- 19.1 Any legally valid Interest or Licence that existed when this *Land Code* comes into force must continue in force in accordance with its terms and conditions.
- 19.2 Sqwá First Nation is not liable for any decrease in value of, or any impact on the use of, an Interest or Licence arising from any exercise of authority under this *Land Code* and Land Laws.
- 19.3 This *Land Code* and Land Laws apply to all Interests or Licences, whether granted, disposed of, transferred, renewed, or assigned before or after this *Land Code* comes into force.
- 19.4 Council may establish a policy regarding the identification and governance of unregistered and traditional land holdings and may consider any advice provided by the Lands Advisory Committee or Lands Office regarding that policy.

## **20. Member Only Interests (including CPs)**

- 20.1 Council may establish Land Laws, policies, and procedures respecting Member Only Interests, including:
  - (a) acquisition of Member Only Interests by Sqwá First Nation; and
  - (b) acquisition of Member Only Interests by other Members.
- 20.2 Non-Members, other than Sqwá First Nation, cannot acquire Member Only Interests.
- 20.3 Council may consider any advice provided by the Lands Advisory Committee and Lands Office regarding proposed Land Laws, policies, and procedures respecting Member Only Interests.

## **21. Granting New Interests; Natural Resources**

- 21.1 Subject to this *Land Code*, Council may, on behalf of Sqwá First Nation, grant, dispose of, transfer, renew, or assign Interests and Licences in Community Lands.
- 21.2 Council may grant, dispose of, transfer, renew or assign Interests and Licences in Member Lands, with the written consent of the relevant Member.

- 21.3 Members may grant, dispose of, transfer, renew, or assign:
- (a) Member Only Interests (including CPs) to another Member;
  - (b) Interests other than Member Only Interests to any Person; or
  - (c) Licences to occupy Member Lands to any Person.
- 21.4 A non-Member may, with the written consent of Council:
- (a) grant, dispose of, transfer, renew, or assign an Interest, except for Member Only Interests;
  - (b) grant, dispose of, transfer, renew, or assign a Licence; and
  - (c) in the case of a lease, grant a sub-lease, easement, Permit or Licence, provided that the grant is permitted by the terms of the lease and the term of the grant does not exceed the duration of the lease.
- 21.5 Council may, in its sole discretion, and in a fair and consistent manner, waive in writing the requirement of consent of Council for any grant, disposition, transfer, renewal, or assignment of an Interest or Licence.
- 21.6 Despite section 21.4, Council consent is not required for a grant, disposition, transfer, renewal or assignment of an Interest or Licence, validly confirmed by a court having jurisdiction, including for a will or intestacy matter, but only if the court ruling is in full compliance with this *Land Code* and Squwá laws.
- 21.7 All Natural Resources in Squwá Lands belong to Squwá First Nation.
- 21.8 In accordance with this *Land Code* and any Land Laws, Council may, in respect of Natural Resources:
- (a) grant, dispose of, transfer, renew, or assign Licences to take, use or develop Natural Resources in Community Lands; and
  - (b) grant, dispose of, transfer, renew, or assign Licences to take, use or develop Natural Resources in Member Lands, with the written consent of the relevant Member.
- 21.9 Before Council grants a Permit or Licence, which has as its its primary purpose the removal of Natural Resources from Squwá Lands, Council will:
- (a) present to the Lands Advisory Committee, a summary of the proposed grant and seek and consider its comments and advice; and
  - (b) ensure that the proposed grant is consistent with any applicable approved and adopted land use plan.

- 21.10 Council may, by Council Resolution, delegate to the Lands Advisory Committee or Lands Office, Council's authority to consent to a grant, disposition, transfer, renewal, or assignment of Interests and Licences.

**No Development without Permits or Authorization**

- 21.11 Subject to any Land Law with more specific provisions, all of the following are prohibited without a regulatory permit or other authorization from the Lands Office:

- (a) subdivision,
- (b) stratification or other division of legal Interests in Sqwá Lands or structures into strata units, sub-leases or shares,
- (c) development of any kind,
- (d) installation of roads, intersections, rip-rapping, erosion control, dyking, sewer, water, and other infrastructure,
- (e) construction, alteration, renovation, enlargement, addition, demolition or removal of industrial, commercial or residential structures, including the installation, demolition or removal of signs, swimming pools and decks;
- (f) anything that puts structures or people at risk within the flood plain or increases flood risks;
- (g) anything that takes place in or within 30m of a water body or fish habitat;
- (h) depositing or dumping any kind of soil, fill or material that may cause unsightliness, contamination or health, safety or environmental risks;
- (i) deposit or removal of more than 10 m<sup>3</sup> (approximately one dump truck load) of clean, non-polluted soil, gravel or other materials per year per parcel of land; and
- (j) cutting, removal or alteration of any tree.

**22. Limits on Mortgages and Seizure**

- 22.1 As provided in the *Framework Agreement*, the restrictions on seizure of reserve lands continue to apply on Community Lands and Member Lands.
- 22.2 In accordance with the *Framework Agreement*, sections 29, 87, 89(1) and 89(2) of the *Indian Act* continue to apply on Sqwá Lands but section 89 is modified as

set out below, and regardless of whether section 89(1.1) applies of its own force, enforcement mechanisms and remedies in relation to charges, pledges, mortgages, attachment, levy, seizure, distress and execution are available whether or not the land is designated for leasing.

- 22.3 Subject to section 23 below [*A-to-A Leasing*], a Member Only Interest (including a CP) may only be subject to a mortgage or charge in favour of Sqwá First Nation or another Member.
- 22.4 The term of any mortgage or charge of a leasehold Interest must not exceed the term of the lease.
- 22.5 A Member's leasehold Interest may be subject to a mortgage or charge, but only with the consent of Council, or in accordance with approval requirements for mortgages or charges under a Land Law.
- 22.6 A leasehold Interest may be subject to a mortgage or charge, but only with the consent of Council, or in accordance with approval requirements for mortgages or charges under a Land Law.

### **23. A-to-A Leasing; Mortgage Requirements**

- 23.1 Members may lease Sqwá Lands to themselves.
- 23.2 In the event of default in the terms of a mortgage or charge of a leasehold Interest, the leasehold Interest is not subject to possession by the mortgagee or chargee, foreclosure, power of sale, or any other form of execution or seizure, unless:
- (a) the mortgage or charge received the written consent of Council, if required under this *Land Code*;
  - (b) the mortgage or charge received approval, if required under a Land Law; and
  - (c) the mortgage or charge was registered in the First Nation Lands Register.
- 23.3 If a leasehold Interest is seized by a mortgagee or chargee in compliance with this Land Code, Land Laws and the terms of any required consent or approval, then the mortgagee or chargee may transfer or assign that Interest to a third party without the consent of Council or any other approval required for a transfer or assignment of a leasehold Interest under a Land Law.
- 23.4 If a leasehold Interest is seized and transferred or assigned to a third party in compliance with this *Land Code*, Land Laws and the terms of any required consent or approval, neither the consent of Council nor any other approval required for a mortgage or charge under a Land Law is needed for that third

party to obtain a mortgage or charge in respect of that leasehold Interest, provided that:

- (a) the mortgage or charge is obtained within sixty (60) calendar days of the transfer or assignment of the leasehold Interest;
- (b) the mortgagee or the chargee in respect of the mortgage qualifies as an "approved lender" for Canada Mortgage and Housing Corporation insured mortgages;
- (c) the mortgage must be for the purpose of purchasing the leasehold Interest, or construction or repair on the leasehold Interest; and
- (d) the principal amount secured by the mortgage does not exceed the total value of the leasehold Interest or the construction or repair costs, as the case may be.

#### **24. Registration of Mortgages and Charges**

24.1 A mortgage or charge made after this *Land Code* comes into force is void if:

- (a) it is not registered in the First Nation Lands Register;
- (b) it is registered in contravention of this *Land Code*; or
- (c) it is otherwise in contravention of this *Land Code*.

24.2 No Person will register in the First Nation Lands Register any mortgage or charge unless it is accompanied by an approval for that mortgage or charge, if required under this *Land Code* or a Land Law.

#### **25. Wills and Estates**

25.1 The following Persons are entitled to have their Interest registered in the First Nations Lands Register, provided that they are entitled to hold that Interest under this *Land Code*, Land Laws, or a court order:

- (a) a Member who receives an Interest under a will or estate;
- (b) a non-Member or Member who receives a leasehold Interest under a will or estate; and
- (c) a Person who holds an Interest on behalf of a minor or a mentally incompetent Person.

25.2 A Land Law may establish required procedures and documents to register an Interest arising from wills and estates.

## PART XI

### RESIDENCY, ACCESS and TRESPASS

#### 26. Residency and Access

26.1 Sqwá Lands are private and not open to access by any Persons, except to the extent provided for in a valid Interest or Licence, this Land Code or any Sqwá Land Law.

26.2 Subject to any Land Laws, the following Persons have a right of access to Sqwá Lands:

- (a) peace officers, and officials responding to natural disasters, emergencies, or urgent health and safety matters on Sqwá Lands, or acting under federal, provincial or Sqwá First Nation law on Sqwá Lands.

26.3 Notwithstanding any other provision of this *Land Code*, Council:

- (a) may by Land Law or by Council Resolution, regulate residency and access, or impose temporary closures or access restrictions on any Sqwá Lands in order to protect those Sqwá Lands or Members, or to protect health, safety, environment, or cultural assets; and
- (b) must Publish a notice of that closure or those restrictions.

#### 27. Trespass

27.1 Any Person who enters onto or stays on Sqwá Lands:

- (a) without a right to reside on those Sqwá Lands;
- (b) without a right of access to those Sqwá Lands;
- (c) in violation of a Land Law; or
- (d) in violation of a temporary closure or restriction on access on those Sqwá Lands

is deemed to be a trespasser, and

- (i) may be immediately removed by the RCMP or private security in accordance with a Council Resolution; and
- (ii) is guilty of an offence and liable on summary conviction to the penalties provided for under this *Land Code* or any applicable Land Law.

VERIFIED

OCT 06 2021

Page 27

CERTIFIED  
DEC 04 2023

- 27.2 Where a Person is trespassing or is found guilty of an offence under this *Land Code* or any applicable Land Law relating to a right to reside on Sqwá Lands, a right of access to Sqwá Lands, or a violation of a temporary closure or restriction on access, a court may, in addition to any other penalty:
- (a) order that Person to leave or vacate any Sqwá Lands; and
  - (b) order that Person not to enter or stay on any Sqwá Lands.
- 27.3 All civil remedies for trespass are preserved.
- 27.4 A Land Law may establish limitations on Sqwá First Nation liability in respect of Sqwá Lands and limitation periods for actions against Sqwá First Nation.
- 27.5 A right to reside or a right of access to Sqwá Lands does not create any financial obligation on the part of Sqwá First Nation.
- 27.6 No liability, claims, losses or damage of any kind will be imposed upon Sqwá First Nation in respect of any Person exercising a right of residency or access under this *Land Code* for injuries or damages suffered on account of the condition or state of Sqwá Lands.

## PART XII

### DISPUTE RESOLUTION

#### 28. Informal or Cultural Resolution of Disputes

- 28.1 Sqwá First Nation intends that whenever possible, a dispute in relation to Sqwá Lands will be resolved through informal discussion by the parties to the dispute and nothing in this part will be construed to limit the ability of the parties to settle the dispute without recourse to this Part.
- 28.2 Sqwá First Nation further intends that whenever possible, a dispute in relation to Sqwá Lands that is not resolved by informal discussions by the parties may be resolved through voluntary participation of the parties to the dispute in a tribal, cultural or alternate justice forum.
- 28.3 Nothing in this Part precludes Council from establishing additional processes or laws for resolving disputes involving Sqwá Lands, or restricts a party's right to pursue remedies in a court of competent jurisdiction at any time, but any such court application must be in compliance with this *Land Code* and any applicable Land Laws.

- 28.4 Unless otherwise stated in a Land Law or specific dispute resolution process, all parties to a dispute will bear their own costs in any dispute resolution process they undertake.
- 28.5 For greater certainty, Sqwá First Nation will not be liable or responsible for the costs of any dispute resolution process under this Part where Sqwá First Nation is not a party.

### PART XIII

#### OTHER MATTERS

#### 29. Enforcement

- 29.1 Any Person who commits an offence under this *Land Code* is liable on summary conviction to:
- (a) fines, to a maximum of five thousand dollars or any higher amount set out in part XXVII of the *Criminal Code of Canada*;
  - (b) imprisonment of up to two years less a day;
  - (c) restitution;
  - (d) community service;
  - (e) means for achieving compliance through traditional, cultural or community healing justice measures;
  - (f) any other means for achieving compliance; or
  - (g) any combination of the above.
- 29.2 Despite section 29.1:
- (a) a Land Law may provide for fines of up to \$100,000 for violations of specified provisions of the Land Law;
  - (b) a Land Law relating to environmental protection may include punishments at least equivalent in their effect to any standards established and punishments imposed by laws of the Province of British Columbia; and
  - (c) a Land Law may provide for a variety of enforcement mechanisms including ticketing, stop work orders, restorative orders, and fines.

- 29.3 An officer, director, employee, or agent of an organization, corporation or other entity which commits an offence under this *Land Code* or Land Laws may be convicted of that same offence, whether or not the organization, corporation or other entity is convicted of the offence.
- 29.4 Council may enact Land Laws respecting appointment of justices of the peace for the enforcement of this *Land Code* and Land Laws.
- 29.5 If no justice of the peace is appointed, this *Land Code* and Land Laws are to be enforced by a court of competent jurisdiction.
- 29.6 Council may enact Land Laws or develop policies to enable appropriate enforcement issues and disputes to be dealt with through Qwi:qwelstóm or other relevant tribal, cultural or community peace-making or justice process.
- 29.7 Council may enact any enforcement Land Law or procedures authorized under the federal Act or the *Framework Agreement* including any provisions consistent with federal law for inspections, searches, seizures and compulsory sampling, testing and the production of information.
- 29.8 Council may enact Land Laws to create ticketing processes or similar enforcement mechanisms or to incorporate such processes or enforcement mechanisms from provincial or local government sources.

### 30. Liability

- 30.1 Council must obtain and maintain the insurance coverage that Council considers appropriate to protect Sqwa First Nation officers and employees from and against personal liability arising from the performance of their duties under this *Land Code* and Land Laws.

### 31. Amendments to *Land Code*

- 31.1 Council may, by Council Resolution, make amendments to this *Land Code* that do not change the substance of this *Land Code*, including:
- (a) changes in this *Land Code* required to address inconsistencies with the *Framework Agreement*;
  - (b) minor improvements necessary to clarify the drafting of provisions of this *Land Code*; and
  - (c) corrections, cross-references, grammatical, and typographical errors.
- 31.2 A Vote is required for any amendments to this *Land Code* other than amendments which may be made by Council, by Council Resolution.

### 32. Ratification

32.1 This *Land Code* will be ratified if:

- (a) A majority of Eligible Voters approve this *Land Code* and the Individual Agreement with Canada by Ratification Vote in accordance with the Sqwá First Nation Community Ratification Process dated for reference October 3, 2023; and
- (b) This *Land Code* has been certified by the verifier pursuant to the *Framework Agreement*.

### 33. Commencement

- 33.1 This *Land Code* has been approved by a Vote of the Eligible Voters.
- 33.2 This *Land Code* comes into force sixty (60) calendar days following certification of this *Land Code* by the verifier.

CERTIFIED  
DEC 04 2023

VERIFIED

OCT 06 2023