



TE'MEXW
TREATY ASSOCIATION

MARY HILL INFORMATION KIT

Photo: Mary Hill



CONTENTS

News Release	3
Backgrounder	5
FAQs	7
Media Coverage	13
Standstill Agreement	14



NEWS RELEASE

For Immediate Release
February 24, 2022

SC'IA'NEW First Nation
Metchosin, BC

In history-making friendship, SC'IA'NEW First Nation forges ahead with Standstill Agreement for proposed Indigenous Protected Area

Traditional Territory of the SC'IA'NEW First Nation – An unprecedented friendship has formed with the goal of creating an Indigenous Protected Area (IPA) in an area known as Mary Hill. An agreement was signed today by SC'IA'NEW First Nation, alongside project supporters: District of Metchosin, Habitat Acquisition Trust and Pearson College UWC.

An Indigenous Protected Area (IPA) at Mary Hill could protect the area's environmentally sensitive and culturally sacred ecosystem and create economic and education opportunities for the Nation and greater community. Under the Standstill Agreement, the signers are developing a vision of real, on-the-ground reconciliation.

"We aren't just talking about reconciliation; we are demonstrating it with this friendship and actions. We are working together as equals, to do this in a good way," said Chief Russ Chipps, SC'IA'NEW First Nation. "This potential Indigenous Protected Area is much bigger than a triple bottom line deal. We are bringing economic development, community, environmental protection and education all together."

The Nation has been considering additional options such as real estate development on the land. Recognizing that conservation cannot come at the cost of Indigenous communities, the project supporters are offering to undertake significant fundraising and business planning ensuring SC'IA'NEW receives the economic benefit and is made whole for the land.

The proposed Indigenous Protected Area project is still in the visioning and planning phases. This project can only go forward with the support of the SC'IA'NEW community members. The land will be considered within the context of current Te'mexw Treaty Association negotiations. The Mary Hill land is currently held by the Department of National Defence and is slated for disposal by the federal government. Public access to these DND lands is currently prohibited. Mary Hill represents the only suitable Crown land available for treaty purposes within the SC'IA'NEW Territory and is a priority for the Nation.

MORE

“We are working to achieve something that most of us never thought was possible. We want to preserve a part of the region that is important to all of us and to enhance the ability of SC’IANEW to further develop a strong socio-economic foundation,” said Mayor John Ranns, District of Metchosin.

Included in the proposed Indigenous Protected Area is about 14 hectares (36 acres) of undeveloped Pearson College-owned land, which adjoins the main campus.

“Pearson College UWC is, to our knowledge, the first educational institution in Canada to voluntarily add its land to a true community effort dedicated to preserving this precious natural environment through Indigenous-led initiatives,” said Craig Davis, President, Pearson College UWC.

Habitat Acquisition Trust will provide guidance and expertise on reaching conservation goals and objectives, and will assist with resources, services, and fundraising support.

“At Mary Hill, we have a pristine example of the last of the old-growth coastal Douglas-fir, of which less than one per cent remains,” said Katie Blake, Executive Director of Habitat Acquisition Trust. “When considering options for protecting this forest, an Indigenous Protected Area is more desirable than conventional park models that can often alienate Indigenous communities.”

Mary Hill is 136-hectare* (338 acres) of land nestled on the tip of Southern Vancouver Island in Metchosin. Habitat Acquisition Trust reports a portion of the land is home to 15 per cent of the last Old-growth coastal Douglas-fir. It is also home to more than 20 species at risk, and thousands of years of cultural practice for SC’IANEW First Nation.

*while the total size of Mary Hill Lands is 176 hectares (approx. 435 acres), the minimum size anticipated for a future IPA at Mary Hill is 136 hectares (338 acres). This expanse does not include the 40 hectares (98 acres) of contiguous land that is presently being held back by DND, to ensure public safety and the safety of ongoing DND operations on an adjacent site.

Quick Facts

- The Te’mexw Treaty Association (TTA) is currently negotiating with Canada to acquire the Mary Hill lands as Treaty Settlement Lands for SC’IANEW within the BC Treaty Process.
- If successful, this project will lead to the fifth Indigenous Protected Area in BC.
- The Mary Hill lands have not been accessible to the public since WWII.
- SC’IANEW First Nation has several successful projects as a result of negotiating a modern day treaty, including the first time in Canadian history a boundary adjustment occurred between two municipalities to enable development of lands held by a First Nation.

Media Contacts:



Chief Russ Chipps
SC'IA'NEW First Nation
250-478-3535
russchipps@telus.net



Mayor John Ranns
District of Metchosin
250-474-3167
jranns@metchosin.ca



Brian Geary
Pearson College
250-391-2419/ 604-500-1097
bgeary@pearsoncollege.ca



Katie Blake
Habitat Acquisition Trust
250-995-2428
katie@hat.bc.ca

Learn more: <https://temexw.org/resources>

BACKGROUND

February 24, 2022

Ecological Values and Approach to Indigenous-Led Conservation for Mary Hill

Treaty Negotiations

SC'IA'NEW First Nation is a member of the Te'mexw Treaty Association, a group of five Coast Salish Nations working together to negotiate modern treaties in the BC Treaty Process. Mary Hill is a 136-hectare* (338 acres) land parcel held by the Department of National Defence (DND) on the southeastern coast of Vancouver Island. The parcel is in the heart of SC'IA'NEW's Ancestral lands. Now, having been declared surplus to DND needs, SC'IA'NEW is negotiating to see the lands returned as treaty settlement lands. If the SC'IA'NEW membership vote to approve a treaty, SC'IA'NEW expects the Mary Hill property to be included as part of the treaty. As part of its planning process, SC'IA'NEW is exploring a potential Indigenous Protected Area at the site with support from Habitat Acquisition Trust, the District of Metchosin and Pearson College UWC.

Ecological Values at Mary Hill

Mary Hill is a 136-hectare* (338 acres) private land parcel held by the Department of National Defence (DND) on the southeastern coast of Vancouver Island. It is part of the ancestral lands of SC'IA'NEW First Nation and, having been declared surplus to DND needs, has been identified as a priority parcel for treaty settlement land in modern treaty negotiations. Public Access to these DND lands is currently prohibited.

Mary Hill is part of the coastal Douglas-fir ecosystem, which is the smallest and rarest ecological zone in British Columbia. 98 per cent of plant communities in this ecosystem are at-risk. Habitat Acquisition Trust reports a portion of the land is home to 15 per cent of the last old-growth coastal Douglas-fir. Mary Hill also includes the Garry oak ecosystem, which is found nowhere else in Canada and contains more species-at-risk than any other ecological zone in BC.

The BC Conservation Data Centre has confirmed 18 rare species at Mary Hill, including 11 Species-at Risk Act listed species, and four ecological communities that are critically imperiled.



Approach to Indigenous-led Conservation at Mary Hill

Multiple local agencies (the project supporters) have come together to envision an Indigenous Protected Area that would protect the Mary Hill property in perpetuity. Broadly known as Indigenous Protected and Conserved Areas, the Indigenous Circle of Experts (2018) defines these as “initiatives to protect lands and waters where Indigenous governments have the primary role in protecting and conserving ecosystems through Indigenous laws, governance, and knowledge systems.”

Indigenous Protected and Conserved Areas present an alternative to the municipal, regional, provincial, and national park models commonly known to Canadians, which have often created barriers for Indigenous communities to active connections with large parts of their Territories. Indigenous Protected and Conserved Areas are fundamentally a reconciliation-based approach to environmental protection, coupling conservation objectives with Indigenous-led governance and stewardship.

The establishment of a highly-visible Indigenous Protected Area, located a short distance from BC’s capital city, would be a meaningful and demonstrable symbol of reconciliation. Mary Hill would become a world-class demonstration of the power of forward-thinking models of Indigenous-led conservation for Canadians and for the rest of the world.

**while the total size of Mary Hill Lands is 176 hectares (approx. 435 acres), the minimum size anticipated for a future IPA at Mary Hill is 136 hectares (338 acres). This expanse does not include the 40 hectares (98 acres) of contiguous land that is presently being held back by DND, to ensure public safety and the safety of ongoing DND operations on an adjacent site.*

FAQs

1. What is Mary Hill?

Mary Hill is an undeveloped property located in the heart of SC'IA'NEW First Nation's traditional territory. The Mary Hill lands are located in the District of Metchosin, southwest of Victoria on the southern tip of Vancouver Island on a peninsula surrounded by the Salish Sea.

The Department of National Defence (DND) currently owns the Mary Hill lands but is preparing to dispose of them as they are regarded as surplus to their needs. There is currently no public access to these DND lands. SC'IA'NEW has the potential to acquire Mary Hill as part of its negotiations within the BC Treaty Process.

The Mary Hill lands are an ecological gem that includes some of the last remaining old growth Coastal Douglas-fir forests, SC'IA'NEW archaeological and cultural sites, and historic national defence structures from World War II. The Mary Hill lands shelter at least 11 federally-listed species-at-risk and are home to other globally-rare ecological communities.

2. How large would a Mary Hill Indigenous Protected Area be?

While the total size of Mary Hill Lands is 176 hectares (approx. 435 acres), the minimum size anticipated for a future Indigenous Protected Area (IPA) at Mary Hill is 136 hectares (338 acres). This expanse does not include a further 40 hectares (98 acres) of contiguous land that is presently being held back by DND, to ensure public safety and the safety of ongoing DND operations on an adjacent site.

If the IPA option is ultimately endorsed by SC'IA'NEW First Nation as the preferred land use option for Mary Hill treaty settlement land, it is anticipated that other adjacent lands may be dedicated by the corresponding land owners to a complementary conservation use. For example, Pearson College has already indicated that the College would dedicate 14 hectares (36 acres) of environmentally significant land to an IPA outcome.

3. How would SC'IA'NEW obtain Mary Hill?

[SC'IA'NEW](#) is part of the [Te'mexw Treaty Association \(TTA\)](#), a non-profit society comprised of five Coast Salish First Nations negotiating their treaties together within the [BC Treaty Process](#). Once this process has concluded, each Nation will vote on its specific Treaty.

Through the BC Treaty Process, the federal and provincial governments actively pursue modern Treaties with First Nations. Treaty Settlement Lands are areas of land owned and governed by First Nations as part of a modern treaty. This means that when a Treaty agreement is concluded between SC'IA'NEW and the federal and provincial governments, SC'IA'NEW would own the Mary Hill lands and decide what to do with that land.

4. What will SC'IANEW do with the Mary Hill lands?

Although SC'IANEW does not yet own the Mary Hill lands, it is proactively planning for future land use, should the Nation obtain the lands as part of its Treaty settlement.

Under the Treaty framework, final decisions about land use at Mary Hill will rest with SC'IANEW. The Nation has been exploring two main options:

- i. A real estate development: this would generate revenue for the Nation through sales or leases and taxes.
- ii. An Indigenous Protected Area: preserving the lands in the current state while also allowing economic development and activities that are compatible with a protected area.

5. What is an Indigenous Protected Area?

An [Indigenous Protected Area](#) (IPA) is an Indigenous-led model for stewardship of lands and resources for the long term.

IPAs prioritize Indigenous rights and responsibilities by acknowledging the relationship between Indigenous peoples with land and waters. The [Indigenous Circle of Experts](#) (2018) defines IPAs as, “initiatives to protect lands and waters where Indigenous governments have the primary role in protecting and conserving ecosystems through Indigenous laws, governance, and knowledge systems.”

An IPA could allow some economic activity aligned with the conservation goals and objectives (for example, eco-tourism, habitat restoration projects, arts, culture and education programs, research centre, healing centre, etc.). An IPA could include partnerships that support SC'IANEW self-determination (for instance with Crown governments, non-profit organizations, philanthropic funders, etc.).

Other Indigenous nations have done this. For example:

- [Ts'udé Niljné Tueyata](#) (Ramparts River and Wetlands), a sacred site for K'asho Got'Inę people in Fort Good Hope, Northwest Territories, is made up of 10,000 square kilometers of protected land.
- [Edézhzhíe](#) is a spiritual place for the Dehcho First Nations; its lands, water and wildlife are ecological and physically unique and integral to Dehcho Dene culture, language, and way of life. Edézhzhíe is the first Dene Indigenous Protected Area in Canada, covering 14,218 square kilometers in the southwestern part of the Northwest Territories.
- [Seal River Watershed Initiative](#): led by the Sayisi Dene First Nation (in partnership with Cree, Dene and Inuit neighbours), the goal of this initiative is to permanently conserve the Seal River Watershed (located in Northern Manitoba) as an Indigenous Protected Area. This proposal has received initial funding from the Government of Canada and work is ongoing to make this a reality.

Indigenous-led protection and conservation more broadly is also ongoing. For example, the Council of the Haida Nation has created 18 Haida Gwaii Protected Areas covering over 500,000 hectares of land, including 7 older parks and ecological reserves and 11 new sites established through government-to-government agreements with BC. The protected areas are managed by the Haida Gwaii Management Council, including two councillors from Haida Nation and two BC government officials.

6. What is the Standstill Agreement?

The Standstill Agreement is an agreement between four supporters of the IPA proposal: SC'IANEW, the District of Metchosin, Pearson College UWC, and Habitat Acquisition Trust.

It is a commitment to stand still with respect to potential land uses other than the proposed IPA, meaning:

- SC'IANEW will not entertain other options for the lands.
- The other IPA proposal supporters would fundraise and support fundraising initiatives.
- All parties will work to develop the concept and see if their communities support an IPA.

The Standstill Agreement does not commit any party to proceed with an IPA or obligate SC'IANEW to establish a protected area, but the parties are committed to diligently pursuing this outcome for the duration of the Standstill Agreement. This does not mean any decisions have been made, or that anything is finalized at Mary Hill. Any decisions that are made must be made with SC'IANEW community members' consent.

7. Who are the Project Supporters?

District of Metchosin

The [District of Metchosin](#) is a rural community with approximately 5000 residents, located on the southern tip of Vancouver Island. Prominent values in the community include volunteerism, support for local agriculture and an abiding appreciation for the lands and waters that our residents and visitors are able to enjoy. We have worked in friendship and collaboration with our neighbours at SC'IANEW First Nation in several ways, including in a first of its kind, multi-party land swap arrangement (2017) that will create future benefit for both communities. In this same spirit, the District of Metchosin is honoured to support the Standstill Agreement for a potential Indigenous Protected Area at Mary Hill.

Habitat Acquisition Trust:

[Habitat Acquisition Trust](#) (HAT) is a land trust that works for the conservation of natural areas on southern Vancouver Island and the Gulf Islands through protection, collaboration, stewardship and education. HAT aims to empower individuals and communities of all kinds with the tools and resources they need to be good stewards to nature.

Pearson College UWC:

[Pearson College UWC](#) was established in 1974 on a seafront campus along Pedder Bay, within the traditional territory of the SC'IA'NEW First Nation. The two-year pre-university school annually welcomes 200 students from around the world and across Canada. The College is part of the 18-school United World Colleges movement with a mission to make education a force to unite people, nations and cultures for peace and a sustainable future.

8. What role are the Project Supporters playing in all of this?

The Project Supporters each recognize that SC'IA'NEW must be fairly compensated if the Nation decides to create an IPA on its Treaty settlement lands. They will support fundraising initiatives to be able to compensate SC'IA'NEW if it decides to create an IPA. This would be compensation for revenue that could have been obtained through land development.

Pearson College UWC would also contribute some of its lands to any potential IPA.

9. Why is a school like Pearson College involved in this proposal?

Pearson College UWC is the first educational institution that we know of to offer to give back part of its lands as a tangible gesture of reconciliation with Indigenous Nations. The College is committed to offering a 14-hectare portion of its land to be included in the proposed IPA. This land parcel adjoins the main campus, which is not included as part of the IPA proposal, to the north and west. Pearson's comprehensive Reconciliation Action Plan is posted to its website.

10. What comes next?

- Pre-COVID in 2019, SC'IA'NEW leadership was engaging with SC'IA'NEW members about land use potential generally and the proposed IPA specifically. This process will re-start, along with detailed feasibility work. SC'IA'NEW will develop further processes to incorporate community feedback.
- The Project Supporters will focus on fundraising to raise money to compensate SC'IA'NEW for the lost development value if an IPA is ultimately chosen as the best land use option at Mary Hill.

-
- The Project Supporters will develop a formal proposal for SC'IANEW to evaluate so that community members can make an informed decision.

11. Are the Mary Hill lands currently accessible to the public?

No. The lands are currently owned by the DND and have been closed to the public since World War II. The lands remained closed to the public for the time being.

A potential IPA at Mary Hill could enable public access to these lands for the first time in generations.

12. If the IPA Project proceeds, how will it be funded?

Several different potential funding scenarios have been identified at a conceptual level. These will be evaluated in detail and refined during the term of the Standstill Agreement. New scenarios and options may also be identified in collaboration with potential funders. The overarching principle for all funding scenarios will be that SC'IANEW be compensated for the revenue it would forgo in choosing to conserve the Mary Hill lands instead of pursuing a more conventional real estate development opportunity.

12. Is there a connection between the proposed IPA Project and the District of Metchosin "Buffer Land"?

In early July 2022, an article posted on the Westshore and Capital Daily websites raised questions about certain lands (known locally as the "Buffer Lands" or the "Metchosin Green Space.") that were part of the 2017 Reconciliation Agreement between the District of Metchosin, the City of Langford and Sc'ianew First Nation. The District of Metchosin has issued a statement to address any confusion between the Buffer Lands and the Mary Hill project, which includes a statement from the Sc'ianew IPA steering committee. [Press here to read the statement.](#)



MEDIA COVERAGE

Feb. 24, 2022 - **Victoria News**

["Sc'ianew signs deal working with partners to protect Mary Hill"](#)

Feb 24, 2022 - **CHEK News**

["Sc'ianew First Nation signs standstill agreement to explore creation of Indigenous-led conservation area"](#)

Feb. 25, 2022 - **Times Colonist**

["Sc'ianew First Nation and partners co-operate on Indigenous Protected Area at Mary Hill in Metchosin"](#)

Feb. 25, 2022 - **NationTalk**

["Sc'ianew First Nation and partners co-operate on Indigenous Protected Area at Mary Hill in Metchosin – Times Colonist"](#)

Feb 27, 2022 - **Times Colonist**

["Charla Huber: Indigenous Protected Area plan demonstrates reconciliation in action"](#)

Mar 16, 2022 - **The Discourse**

["Historic land agreement 'will bring our people home,' says SC'IANEW Chief"](#)

Mar 16, 2022 - **Indigenous Business & Finance Today**

["Historic land agreement "will bring our people home," says SC'IANEW Chief – The Discourse"](#)

STANDSTILL AGREEMENT

SC'IANEW INDIGENOUS PROTECTED AREA PROJECT – MARY HILL

STANDSTILL AGREEMENT

THIS AGREEMENT is dated for reference this 24th day of February 2022,
(the “Effective Date”)

AMONG:

Sc'ianew (Beecher Bay) First Nation
4901-B East Sooke Road
Sooke, B.C. V9Z 1B6
(“**Sc'ianew**”)

AND:

District of Metchosin
4550 Happy Valley Road
Victoria, BC V9C 3Z3
(“**Metchosin**”)

AND:

Habitat Acquisition Trust
Suite # 202 – 661 Burnside Road East
Victoria BC V8T 2X9
(“**HAT**”)

AND:

Lester B. Pearson College of the Pacific and United World Colleges (Canada)
Inc.
650 Pearson College Drive
Victoria, BC V9C 4H7
(“**Pearson College**”)

(together, the “**Parties**”)

RECITALS:

- A. Sc'ianew is a First Nation whose unceded territory includes the property known informally as Mary Hill (as described and depicted in Schedule A, "Mary Hill");
- B. Sc'ianew is negotiating a Treaty under the British Columbia Treaty Process (the "**Treaty**") as part of the Te'mexw Treaty Association;
- C. One of Sc'ianew's key objectives in negotiating its Treaty is to secure lands that will contribute to Sc'ianew's cultural, economic and social well-being (the "**Treaty Lands**");
- D. Sc'ianew is currently negotiating with the Government of Canada, represented by the Department of National Defence ("**DND**") and Crown and Indigenous Relations and Northern Affairs ("**CIRNA**") to acquire Mary Hill in fee simple and include it as part of Sc'ianew's Treaty Lands;
- E. Mary Hill contains several ecological communities that are globally rare, including more than 15% of Canada's remaining old-growth Coastal Douglas fir forests, and which collectively shelter at least 11 federally-listed species-at-risk;
- F. Metchosin is a local government with jurisdiction over the area adjacent to Mary Hill;
- G. Metchosin wishes to preserve the district's rural character, including the preservation of natural areas such as Mary Hill;
- H. HAT is a charitable, non-advocacy land trust organization with a mandate to conserve nature on southern Vancouver Island, and works in partnership with others to achieve conservation outcomes;
- I. Pearson College is an educational institution located adjacent to Mary Hill and is interested in preserving its character as an educational institution set in a rural wilderness environment and wishes to contribute to Sc'ianew's conservation efforts at Mary Hill;
- J. In accordance with a December 10, 2018 Memorandum of Understanding between Sc'ianew, Pearson College, and Metchosin, and a September 16, 2019 Letter of Intent between all the Parties, the Parties have been pursuing a conditional agreement for an Indigenous Protected Area (the "**Sc'ianew Protected Area Project**") on and around Mary Hill;
- K. Since 2019, the Parties have collaborated to develop options for establishing an Indigenous Protected Area and wish to affirm their multilateral partnership and commitment to continue to work together toward achieving a conservation outcome at Mary Hill;
- L. Metchosin, HAT and Pearson College each recognize and respect Sc'ianew's inherent Aboriginal rights and title and support Sc'ianew's self-determination in achieving its objectives through its Treaty negotiations;

-
- M. Metchosin, HAT and Pearson College recognize that Sc'ianew requires time to engage with Sc'ianew members and Canada about Mary Hill;
- N. The Parties wish to effect a temporary exclusive negotiation agreement to allow the Parties to fully explore opportunities for realizing their mutual interests in the Sc'ianew Protected Area Project while allowing Sc'ianew to continue to engage meaningfully with its members and Canada.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1.0 INTERPRETATION

- 1.1 Extended Meanings.** Throughout this Agreement, whenever required by context, the use of the singular number is to be construed to include the plural, and the use of the plural, the singular and the use of any gender includes all genders.
- 1.2 Headings.** The division of this Agreement into sections, the insertion of headings and the provisions of a table of contents (if any) are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- 1.3 Governing Law.** This Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable in BC.
- 1.4 Schedules.** The following schedules form part of this Agreement:

Schedule	Description
Schedule "A"	Map of Mary Hill
Schedule "B"	Confidential: Phung Horwood Appraisal
Schedule "C"	Confidential: Metrix Report
Schedule "D"	Project Description

2.0 PURPOSE OF AGREEMENT

- 2.1** The Parties wish to affirm their mutual good faith intent to collaborate on and diligently pursue the Sc'ianew Protected Area Project and to convey this to:
- (a) their respective community members;
 - (b) potential and existing third-party funders; and
 - (c) potential and existing contributors or partners.
- 2.2** The Parties agree that land use decisions and planning respecting Mary Hill, including any decision to proceed with the Sc'ianew Protected Area Project, will only be made with

the consent of the Sc'ianew community, and the Parties will make diligent efforts to ensure sufficient resources are provided to Sc'ianew to support the community's review and consideration of the various options for land use at Mary Hill.

- 2.3** The Parties wish to clarify how they will communicate with third parties, including potential and existing funders or other collaborators and partners about the Sc'ianew Protected Area Project.

3.0 NATURE OF RELATIONSHIP AMONG PARTIES

- 3.1** Parties agree to continue to use the established Project Steering Committee (the "**Steering Committee**") as the main forum for their discussion and deliberation on all matters related to the Sc'ianew Protected Area Project.

- 3.2** The Steering Committee is responsible for:

- (a) identifying, discussing and evaluating opportunities for the Sc'ianew Protected Area Project;
- (b) exchanging information and providing status updates related to each Party's efforts related to the Sc'ianew Protected Area Project;
- (c) reviewing and approving work plans and budgets;
- (d) retaining and instructing technical, legal, and other professional advisors to assist the Steering Committee to carry out the Sc'ianew Protected Area Project;
- (e) determining appropriate communication with third parties and the public about the Sc'ianew Protected Area Project; and
- (f) such other activities as the Parties may agree.

- 3.3** In order to facilitate efficient and timely collaboration on the Sc'ianew Protected Area Project the Steering Committee may establish subcommittees and/or working groups to address a particular subject matter.

- 3.4** No one party may, without written consent of all Parties:

- (a) commit the Steering Committee or any other Party to take any particular action;
- (b) bind the Steering Committee or any other Party to any agreement or undertaking; or
- (c) enter into any agreements or negotiations with respect to or in relation to a future land use outcome for the Sc'ianew Protected Area Project.

- 3.5** Subject to 3.6 the Steering Committee will seek to make decisions by consensus.

- 3.6** The Steering Committee may only make decisions or take actions with the express consent of Sc'ianew's primary representative.

4.0 COMMITMENTS DURING STANDSTILL AND EXCLUSIVE PERIOD

4.1 For the duration of this Agreement, Sc'ianew will not:

- (a) solicit, receive, or consider offers or proposals related to the Mary Hill Lands from any other parties; or
- (b) enter into any other agreements regarding the land use at Mary Hill, other than negotiating with Canada with respect to the disposition of the Mary Hill Lands, conservation matters at Mary Hill, and other related matters within the context of treaty negotiations.

4.2 Metchosin, HAT, and Pearson College will diligently seek third party funding to cover the following costs related to the Sc'ianew Protected Area Project:

- (a) compensation to Sc'ianew for value of development rights as informed by the January 7, 2019 appraisal by Phung Horwood (Schedule B, confidential);
- (b) compensation to Sc'ianew for value of forgone long-term tax revenue, as informed by the May 2020 forecast by Metrix Consulting Economists (Schedule C, confidential);
- (c) capacity funding to be provided to all Parties to offset the reasonable and documented costs incurred in the negotiation of a conditional transaction agreement related to the Sc'ianew Protected Area Project;
- (d) capacity funding to be provided to all Parties to offset the reasonable and documented costs incurred in the establishment of an appropriate governance and management structure for a Sc'ianew Protected Area Project; and
- (e) any other reasonable expenses as the Parties may agree.

4.3 Notwithstanding section 4.1, the Parties will continue to pursue opportunities related to the Sc'ianew Protected Area Project, including:

- (a) project planning;
- (b) discussions with third parties with a *bona fide* interest in collaborating with the Parties on the Sc'ianew Protected Area Project;
- (c) exploring long term revenue opportunities and appropriate governance and management structures for the Sc'ianew Protected Area Project; and
- (d) any other activities as the Parties may agree.

4.4 Nothing in this Agreement will obligate Sc'ianew to establish a protected area or otherwise limit Sc'ianew's discretion respecting land use decisions at Mary Hill or any other location.

5.0 DURATION OF STANDSTILL

- 5.1 This Agreement commences on the Effective Date and will expire 18 months from that date (the “**Term**”).
- 5.2 The Parties may extend the Term for any longer extension on mutually satisfactory terms, by mutual written agreement at least 30 days before the Term expires.

6.0 COMMUNICATIONS

- 6.1 In this part, “**Public Communications**” means any written or verbal statement(s) about the Sc’ianew Protected Area Project made to a public audience, which include but are not limited to press releases, articles, social media or website posts, media interviews, presentations, announcements and backgrounders.
- 6.2 Members of the Steering Committee may provide information about the Sc’ianew Protected Area Project to *bona fide* potential project funders or government representatives, provided the recipient of such information is advised as to the sensitive nature of the information being conveyed and a general prohibition regarding its dissemination to third parties.
- 6.3 All Parties may communicate with the general public respecting the Sc’ianew Protected Area Project so long as those messages are consistent with the project description attached as “**Schedule D**” (as amended from time to time).
- 6.4 All Parties will obtain written consent from Sc’ianew’s primary representative before releasing any Public Communications.
- 6.5 Each Party will appoint a primary representative to be responsible for communicating with the other Parties with respect to the Sc’ianew Protected Area Project. The designated primary representative for any Party may be amended, with advance written notice to the other Parties. The primary representatives currently identified are:

Sc’ianew:	Erin Thomson-Leach, Legal Counsel, as delegated by Chief Russ Chipps ethomson-leach@jfkllaw.ca 778.679.1739 (cell)
Metchosin:	Lisa Urlacher, CAO lurlacher@metchosin.ca 250.474.3167
HAT:	Katie Blake, Executive Director Katie@hat.bc.ca 250.217.2718 (cell) or 250.995.2428 (office)
Pearson College:	Tyrone Pile, Vice-President tpile@pearsoncollege.ca 250.391.2462

7.0 CONFIDENTIALITY

- 7.1 In working on the Sc'ianew Protected Area Project the Parties recognize they may exchange confidential information and wish to prevent disclosure of such confidential information to third parties except as otherwise required by law.
- 7.2 Where a Party discloses confidential information to the other Parties, the receiving Parties will keep the information in strict confidence and will only use the information for purposes related to the Sc'ianew Protected Area Project.
- 7.3 For the purposes of this Agreement, confidential information means any information that is not publicly known and includes but is not limited to traditional Indigenous knowledge, proprietary information and all sensitive financial, business or strategic information, whether in written, oral, or electronic form, whether or not specifically described as "confidential."
- 7.4 For clarity, under the *Freedom of Information and Protection of Privacy Act* (FOIPA), a public body has a duty to respond to access requests from the public. When the information responsive to the request includes records originating from any other Parties, the public body must consult with the Parties to make a disclosure decision in accordance with sections 23 and 24 of FOIPA.
- 7.5 In the event a Party objects to disclosure of information under 7.4, the relevant public body will respect the Party's wishes except where required to by law.

8.0 DISPUTE RESOLUTION AND TERMINATION

- 8.1 If a dispute arises between the Parties regarding the interpretation or implementation of this Agreement, the Parties' will take the following steps to attempt to resolve the dispute:
- (a) **Formal Discussions:** the Parties' primary representatives will meet as soon as practical to discuss and attempt to resolve the dispute;
 - (b) **Facilitated Discussions:** if the Parties are unable to resolve the dispute during Formal Discussions, they will jointly identify a respected, independent person to act as a facilitator to assist them in resolving the dispute.
- 8.2 Nothing in this Agreement precludes the Parties from accessing the courts or other dispute resolution procedures to settle disputes.
- 8.3 All information exchanged during dispute resolution processes set out in 8.1, will be regarded as "without prejudice" communications for the purpose of negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, information that is independently discoverable will not be rendered inadmissible or non-discoverable in court proceedings by virtue of its use during the dispute resolution process.
- 8.4 This Agreement may be terminated by any Party on 90 days' written notice to the other Parties.

8.5 The Parties will exhaust the opportunities under 8.1 to resolve any dispute related to this Agreement before giving notice to terminate under 8.4.

9.0 GENERAL

9.1 Each party represents and warrants that:

- (a) it has good and sufficient power, authority and right to enter into and perform its obligations pursuant to this Agreement;
- (b) this Agreement is a valid and binding obligation on it; and
- (c) it shall do all things necessary to carry out the terms of this Agreement.

9.2 Entire Understanding. This Agreement and its schedules constitutes the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements, negotiations, understandings, promises, representations or communications, oral or written, of any party relating to such subject matter.

9.3 Waiver. No party is to be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right is to be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

9.4 Force Majeure. No party is responsible for damages caused by delay or failure to perform undertakings under the terms of this Agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, pandemics or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

9.5 Assignment. This Agreement is not assignable without the prior written consent of the other Parties.

9.6 Time. Time is of the essence.

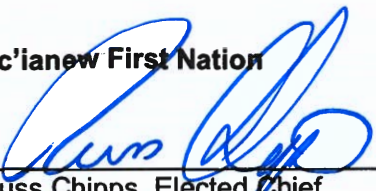
9.7 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.

9.8 Amendments. No change or modification of this Agreement is valid unless it is in writing and signed by each party.

9.9 Enurement. This Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.


Sc'ianew First Nation



Russ Chipps, Elected Chief

February 24, 2022.

Date



Erik Thomson-Leach (written)
February 24, 2022

Date

) **Habitat Acquisition Trust**

)

) Katie Blake, Executive Director

) Date

)

)

) Date

)

)

District of Metchosin

) **Pearson College**

)

John Ranns, Mayor

) Craig Davis, President and Head of College

Date

) Date

)

)

Date

) Date

Sc'ianew First Nation

Russ Chipps, Elected Chief

Date

Date

) **Habitat Acquisition Trust**

) Katie Blake

) Katie Blake, Executive Director

) February 28, 2022

Date

) MT Yates

) Volunteer Project Coordinator

) March 1, 2022

) Date

)

)

District of Metchosin

John Ranns, Mayor

Date

Date

) **Pearson College**

)

) Craig Davis, President and Head of College

) Date

)

)

) Date

Sc'ianew First Nation

Russ Chipps, Elected Chief

Date

Date

District of Metchosin

John Ranns, Mayor

Feb 24, 2022

Date

Lisa Urlacher, CAO

Feb 24, 2022

Date

) **Habitat Acquisition Trust**

)

) _____
Katie Blake, Executive Director

) _____
Date

)

)

) _____
Date

)

)

) **Pearson College**

)

) _____
Craig Davis, President and Head of College

) _____
Date

)

)

) _____
Date

Sc'ianew First Nation

) Habitat Acquisition Trust

)

Russ Chipps, Elected Chief

) Katie Blake, Executive Director

Date

) Date

)

Date

) Date

)


)

District of Metchosin

) Pearson College

)

John Ranns, Mayor

) 
Craig Davis, President and Head of College
February 24, 2022

Date

) Date

Candice Hall

)

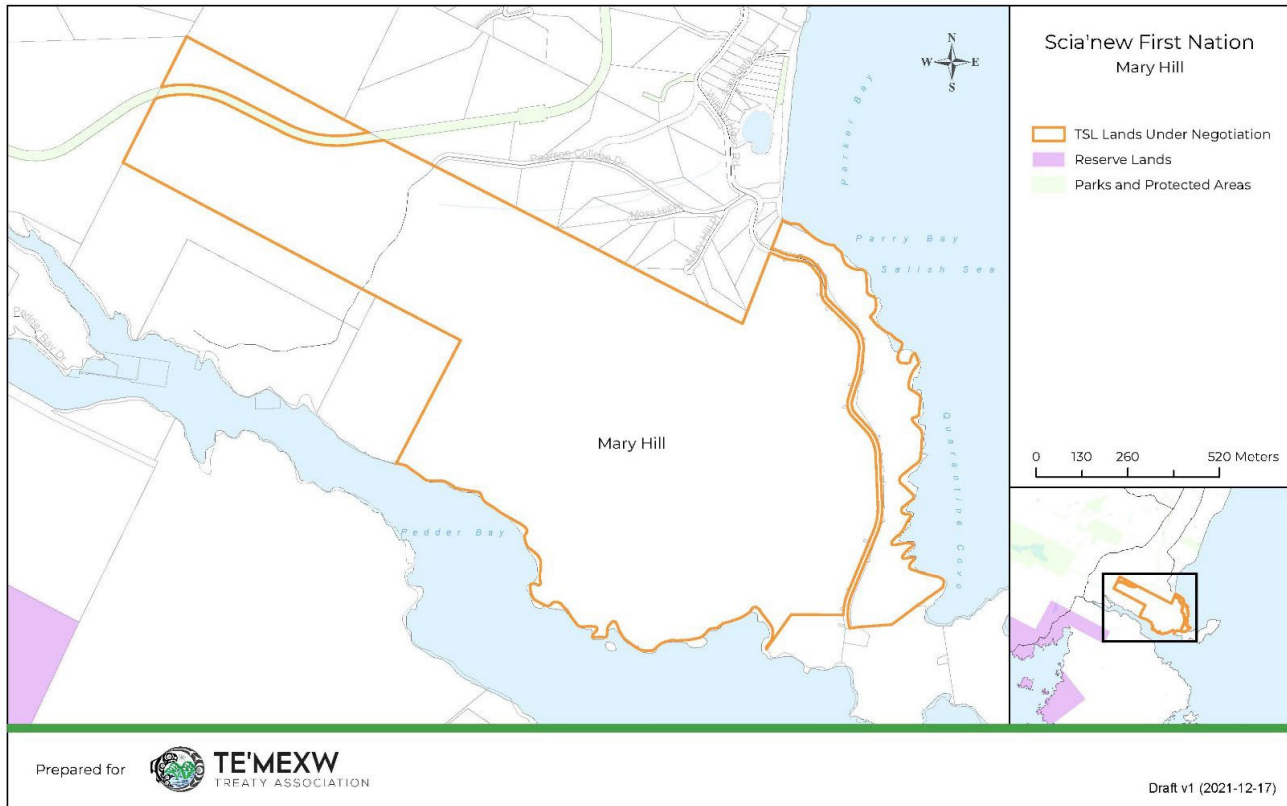
Candice Hall (witness)
February 24, 2022

Date

) Date

SCHEDULE "A"
MAP OF MARY HILL

Legal Description: Parent Lot: Lot 1, Plan VIP42470, LD 30, Sec 31, 35, 36, 37 & 56, DND Property (Mary Hill), PID: 001-719-980







SCHEDULE “D”

Project Description - Proposed Sc’ianew Indigenous Protected Area

Context:

Mary Hill is located on the coast of southern Vancouver Island within the traditional territory of the Sc’ianew First Nation (also known as Beecher Bay First Nation) and the Greater Victoria Region. The property that comprises most of the geographical feature known as Mary Hill is currently held by the Department of National Defence (“DND”), and represents some of the last undeveloped land in this area. Because of this, the Mary Hill property features unique ecological and cultural values.

DND declared Mary Hill surplus to its needs in 2018 and is currently working through the property disposition process. It is anticipated that Sc’ianew will acquire title to Mary Hill as part of its Treaty, which it is negotiating as part of the BC Treaty Process. One of Sc’ianew’s key Treaty objectives is to secure a solid foundation for its members’ socio-economic well-being, for which an adequate land base is essential.

As some of the last undeveloped land in the Greater Victoria region, Mary Hill has substantial economic development potential for Sc’ianew. It also has significant ecological and cultural value. Because of this, Sc’ianew is exploring establishing an Indigenous Protected Area (IPA) at the Mary Hill site.

The Nation has formed an IPA Project Steering Group with community partners, the District of Metchosin, the Habitat Acquisition Trust, and Pearson College. Over the past three years, the IPA Project Group has developed a vision for a triple bottom line (ecological, economic and social) outcome: conservation of the lands, economic growth for Sc’ianew, and real reconciliation. For example:

- HAT is actively fundraising to ensure that Sc’ianew can be “kept whole” in the establishment of an IPA and achieve community goals in the Treaty process;
- Metchosin and Pearson College may each contribute lands to a larger overall conservation area; and
- all IPA Project Group members are exploring ways to facilitate Sc’ianew economic opportunities that are consistent with conservation objectives at Mary Hill.

The IPA Project Steering Group is also actively developing pilot projects with cultural and recreational partners.

Just over 30 minutes’ drive and less than a 30-km bike ride on the Galloping Goose Regional Trail from downtown Victoria, an IPA at Mary Hill would provide local residents and national and international visitors with a highly accessible means of experiencing the IPA model of Indigenous-led reconciliation and conservation. If the project proceeds to implementation, the IPA at Mary Hill will become a *world class destination*.

Guiding Principles:

IPA Project Group Members agree that Sc'ianew must be fairly compensated for foregone development rights and “kept whole” in relation to sources of future revenue generated on Treaty Settlement Land (TSL) lands. Under an IPA designation, conservation-compatible social enterprise would include activities such as eco-tourism, cultural tourism, forest and forest soils-based carbon sequestration, invasive species management programs, guardian programs, and scientific research support.

To date, five charitable foundations and one financial enterprise with a strong focus on corporate social responsibility have already lent their support to the emerging conservation and reconciliation opportunity at Mary Hill.

Conservation Considerations

Ecological Representativeness:

The Mary Hill property is located in the Georgia-Puget Basin Ecoregion. This ecoregion is characterized by the Coastal Douglas-fir ecosystem (inclusive of the Garry Oak ecosystem), which is found nowhere else in Canada, and contains more species-at-risk than any other ecological zone in BC. In fact, 98% of the ecological communities associated with the Coastal Douglas-fir ecosystem are considered at-risk by the BC Conservation Data Centre.

The Georgia-Puget Basin Ecoregion is small in size, and approximately 80% of its terrestrial area exists as private land. Fragmentation in this ecoregion is extensive, as the moderate climate has led a large population to live, farm and recreate here, especially around urban centers like Victoria. Therefore, protected areas in this ecoregion will necessarily be relatively smaller in size and expensive to create, compared to other parts of Canada.

Areas of Importance for Biodiversity

Globally, less than 1% of the Coastal Douglas-fir ecosystem (Georgia-Puget Basin Ecoregion) remains in an old-growth state. The proposed IPA at Mary Hill contains over 78 hectares of this rare ecosystem, representing more than 15% of the world's remaining 516-hectare supply of this regionally unique old-growth forest type.

The BC Conservation Data Centre confirms 18 rare species on the Mary Hill property including 11 *Species at Risk Act* (SARA) listed species. In addition, 4 of the ecological communities on the property, though not currently ranked under SARA, are ranked G1, or critically imperiled.

Ecological Connectivity

The Mary Hill IPA would comprise an important part of a larger regional conservation corridor, spanning from Race Rocks Ecological Reserve, through Mary Hill, flanking the regional Galloping Goose Trail through Matheson Lake and Roche Cove Regional Parks. By way of the

Sooke Basin, this corridor would also connect with the vast Sooke Hills Wilderness Regional Park Reserve system.

Effective and Equitable Management

The resources needed for long-term ecosystem-based management of the IPA, which will be governed through a trust agreement establishing conservation objectives, are planned into comprehensive project fundraising. Future IPA land management will not only encompass ecological conservation, but also opportunities for conservation-compatible livelihoods that will support the Indigenous community.





THANK YOU