

**REAL PROPERTY TAX CO-ORDINATION AGREEMENT
AMENDING AGREEMENT**

**Tsawwassen First Nation
British Columbia**

THIS AGREEMENT dated for reference December 19, 2018.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA ("British Columbia"), as represented by the Minister of Indigenous Relations and Reconciliation

OF THE FIRST PART

AND

TSAWWASSEN FIRST NATION ("Tsawwassen First Nation"), as represented by the Tsawwassen Government

OF THE SECOND PART

(collectively, the "Parties")

WHEREAS:

- A. The Parties wish to amend the Real Property Tax Co-ordination Agreement;
- B. Paragraph 13.1 of the Real Property Tax Co-ordination Agreement provides that any amendment to that agreement must be in writing and executed by both Parties.

NOW THEREFORE in consideration of the premises and the covenants and agreements set out below, the Parties agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

"**Agreement**" means this Real Property Tax Co-ordination Agreement Amending Agreement;

"**Agreement Date**" means the date first written above;

"**Real Property Tax Co-ordination Agreement**" means the agreement of that name between Her Majesty the Queen in right of the Province of British Columbia and Tsawwassen First Nation, dated April 3, 2009.

2.0 AMENDMENTS TO REAL PROPERTY TAX CO-ORDINATION AGREEMENT

2.1 Paragraph 9.1 of the Real Property Tax Co-ordination Agreement is deleted and the following substituted:

While the exemption under paragraph 17 of the Taxation Chapter of the Tsawwassen Final Agreement in respect of taxation of real property is in effect for Tsawwassen Members on Tsawwassen Lands:

- (a) Paragraph 2.5(b) will not apply; and
- (b) Tsawwassen will provide in each year to each Non-Member, who is subject to tax in respect of a property under Tsawwassen Real Property Taxation Laws, a grant equal to the grant the Non-Member would have been eligible for under the *Home Owner Grant Act* if the Non-Member had been taxable under the School Act for that year in respect of that property.

3.0 COUNTERPARTS

3.1 This Agreement may be signed in one or more counterparts. A signed counterpart may be delivered to another Party by facsimile transmission and a facsimile so transmitted will constitute an original document. Signed counterparts held by a Party, taken together, will constitute one and the same instrument.

THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED as of the Agreement Date.

EXECUTED on the 19 day of
December, 2018 in the presence
of:



As to the signature of the duly
authorized signatory for the Minister of
Indigenous Relations and Reconciliation

) **HER MAJESTY THE QUEEN IN**
) **RIGHT OF THE PROVINCE OF**
) **BRITISH COLUMBIA, as represented**
) **by the Minister of Indigenous**
) **Relations and Reconciliation**



Per duly authorized signatory

EXECUTED on the 9th day of
NOVEMBER, 2018 in the presence
of: LISA MCCOY



As to the signature of the duly
authorized signatory for the
Tsawwassen First Nation

) **TSAWWASSEN FIRST NATION, as**
) **represented by Tsawwassen**
) **Government**



Per duly authorized signatory