

# K'ÓMOKS

## SALMON RIVER LAND USE AND ACCESS SIDE AGREEMENT

Date Initialed: May 6, 2026

K'ómoks:   
Mark Stevenson, Chief Negotiator

British Columbia:   
Heinz Dyck, Chief Negotiator

Canada:   
Danielle White, Chief Negotiator

The Parties agree that although this draft of the Salmon River Land Use and Side Agreement is substantively complete, it remains subject to legal and technical review that may result in changes prior to signing.

**K'ómoks  
Canada  
British Columbia**

# **K'ómoks Salmon River Land Use and Access Side Agreement**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented  
by the Minister of Crown-Indigenous Relations**

("Canada")

OF THE FIRST PART

**AND:**

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

("British Columbia")

OF THE SECOND PART

**AND:**

**K'ÓMOKS, as represented by the K'ómoks  
Government**

("K'ómoks")

OF THE THIRD PART

WHEREAS:

- A. The K'ómoks Treaty among the Parties is in the ratification process and, if fully ratified, will come into effect on Effective Date;
- B. The Parties acknowledge that the Liḡwíłdax Nations, particularly Wei Wai Kum First Nation, have expressed that they have significant concerns regarding the potential impact of the K'ómoks Treaty on their rights under section 35 of the *Constitution Act, 1982*, particularly in the Salmon River area;
- C. The K'ómoks people have a rich and diverse history who draw their identity from the Island K'ómoks, Pentlatch and Kwakwaka'wakw traditions, including the Liḡwíłdaǰw, and from their lands, waters and resources and from the rich culture, heritage, language and traditions passed on from their elders;
- D. The Parties acknowledge that Canada and British Columbia have a duty to consult with Other Indigenous Nations in respect of the K'ómoks Treaty; and;
- E. The Parties share a mutual desire to resolve these concerns and recognize the value of taking concrete steps to ensure more time to meaningfully address those concerns.

NOW THEREFORE, the Parties agree as follows:

## 1.0 DEFINITIONS

1.1 Words and expressions not defined in this Agreement but defined in the K'ómoks Treaty have the meanings ascribed to them in the K'ómoks Treaty.

1.2 In this Agreement:

**“Agreement”** means this K'ómoks Salmon River Land Use and Access Side Agreement;

**“Effective Date”** means the date, agreed to by the Parties, on which the K'ómoks Treaty takes effect;

**“H'kusam”** means H'kusam as illustrated in Appendix B-3 Part 2o of the K'ómoks Treaty;

**“K'ómoks Treaty”** means the K'ómoks Treaty among K'ómoks, British

Columbia and Canada, including all schedules and appendices to that agreement and includes any amendments from time to time;

**“Liḡwıldax Nations”** means the Wei Wai Kum First Nation, the We Wai Kai Nation, and the Kwiakah First Nation, together or separately;

**“Parties”** means the parties to this Agreement, “Party” means any one of them;

**“Salmon River IR”** means Salmon River 1 (K’ómoks), Plan BC184, as illustrated in Appendix B-2 Part 2c of the K’ómoks Treaty;

**“Salmon River Parcels”** means:

- a) Salmon River IR;
- b) H’kusam; and,
- c) Salmon River, as illustrated in Appendix B-3 Part 2p of the K’ómoks Treaty; and

**“Term”** means the period during which this Agreement is in effect, in accordance with section 4.1.

## INTERPRETATION

1.3 In this Agreement:

- a. unless it is otherwise clear from the context, “including” means “including, but not limited to”, and “includes” means “includes, but is not limited to”;
- b. the word “will” denotes an obligation that, unless this Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
- c. the word “or” is used in its inclusive sense, meaning A or B, or both A and B; and the word “and” is used in its joint sense, meaning A and B, but not either alone;
- d. headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- e. all references in this Agreement to matters that may be “agreed to” by Parties will be evidenced by written agreement executed by the Parties;

- f. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular.

## **2.0 SALMON RIVER PARCELS**

### **Limitations on use**

- 2.1 Subject to section 2.2, K'ómoks will not subdivide, develop, or substantially alter the Salmon River Parcels, or dispose of the Salmon River Parcels or any interest in the Salmon River Parcels, during the Term.
- 2.2 Section 2.1 does not preclude:
  - a. the establishment of a K'ómoks Tribal Park within the Salmon River IR;
  - b. any dispositions within the Salmon River Parcels that are required by the K'ómoks Treaty, including easements and statutory rights of way as set out in the appendices to the K'ómoks Treaty; or
  - c. harvesting Timber on H'kusam in accordance with the harvest plan related to Woodlot License W2030 that was in effect prior to the Effective Date.

### **Access for Liğwíldax Nations**

- 2.3 K'ómoks will provide Liğwíldax Nation members reasonable access to the Salmon River Parcels for temporary and non-commercial purposes during the Term, on similar terms as contemplated in paragraph 21 of the Access Chapter of the K'ómoks Treaty, including reasonable access for the exercise of rights under section 35 of the *Constitution Act, 1982*.
- 2.4 For greater certainty, section 2.3 does not prevent K'ómoks from temporarily restricting or denying access for safety, public order or cultural reasons.

## **3.0 EFFORTS TO REACH RESOLUTION**

- 3.1 K'ómoks will make good faith efforts to reach a Protocol or other arrangements with the Liğwíldax Nations during the Term.
- 3.2 British Columbia will provide an agreed-to amount of funding to K'ómoks to support protocol discussions under paragraph 3.1 and, if requested, related dispute resolution processes. Any such funding support is subject to required approvals and will be set out in a separate funding agreement.
- 3.3 The Parties acknowledge that if a Superior Court, in a Final Judgment, determines that any Other Indigenous Nation has established Aboriginal title within the K'ómoks Traditional Territory, including within the Salmon River

Parcels, paragraph 64 of the General Provisions Chapter of the K'ómoks Treaty would be engaged and implemented in accordance with applicable case law.

#### **4.0 TERM AND AMENDMENT**

- 4.1 This Agreement will commence on the Effective Date and will remain in effect until the earlier of:
- a. five years after the Effective Date; or
  - b. the date K'ómoks and all Liğwıldax Nations provide written notice to Canada and British Columbia of their agreement that the concerns this Agreement is designed to address have been resolved.
- 4.2 This Agreement may be amended from time to time by agreement of the Parties in writing.

#### **5.0 EFFECT OF THIS AGREEMENT**

- 5.1 This Agreement does not form part of the K'ómoks Treaty.
- 5.2 This Agreement is not a treaty or a land claims agreement and does not create, recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

#### **6.0 DISPUTE RESOLUTION**

- 6.1 If any issue arises with respect to the interpretation, application or implementation of this Agreement as between the Parties, including a breach or anticipated breach of this Agreement, the Parties will seek agreement on a dispute resolution process.

#### **7.0 FURTHER ASSURANCES**

- 7.1 The Parties will execute any other documents and do any other things that may be necessary to carry out the intent of this Agreement.

#### **8.0 GENERAL**

- 8.1 This Agreement is the entire agreement among the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement,

there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.

- 8.2 If any part of this Agreement is declared invalid by a court of law for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect.
- 8.3 As soon as possible after the declaration of invalidity of a part of this Agreement, the Parties will agree to meet and discuss the effect of this invalidity on the remainder of the Agreement.
- 8.4 Unless otherwise agreed by the Parties, this Agreement may not be assigned, either in whole or in part, by any Party to it.
- 8.5 This Agreement enures to the benefit of and binds the Parties and their respective administrators and other legally appointed representatives, successors, and permitted assigns.
- 8.6 Any notice, document, request in writing or communication required or permitted to be given under this Agreement shall be in writing and delivered by email, mail, or facsimile to the Party to which it is to be given as follows:

To K'ómoks:

Comox Road  
Courtenay, British Columbia  
V9N 3P8

To Canada:

Attention: Canada Minister of Crown-Indigenous Relations  
House of Commons Room 583,  
Confederation Building  
Ottawa, Ontario  
K1A 0A6

To British Columbia:

Attention: Minister of Indigenous Relations and Reconciliation  
Room 310, Parliament Buildings  
PO Box 9052 Stn Prov Govt  
Victoria, British Columbia  
V8W 9E2



