

Interim Measures Agreement

THIS AGREEMENT dated for reference this 24th. day of May 2006.

BETWEEN:

MCLEOD LAKE INDIAN BAND
As represented by Chief Alec Chingee

("The McLeod Lake Indian Band")

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA**
As represented by the Minister of Forests

("The Government of British Columbia")

both of whom are sometimes referred to as the "parties", and
each of whom is a "party" to this agreement.

Purpose:

1. The purpose of this agreement is to:
 - (a) address issues regarding potential treaty rights raised by the McLeod Lake Indian Band in relation to forestry decisions;
 - (b) increase the McLeod Lake Indian Band's opportunity for participation in the forest sector;
 - (c) provide for an economic benefit through a forest tenure opportunity for the McLeod Lake Indian Band;
 - (d) provide for an invitation to the McLeod Lake Indian Band to apply for a non-replaceable forest licence(s);
 - (e) further the Provincial Forest Health Strategy for dealing with the Mountain Pine Beetle infestation; and,
 - (f) provide operational stability to forest and range resource development on Crown lands within the asserted traditional territory of the McLeod Lake Indian Band as outlined in bold black on the attached Appendix "A" (the claimed territory of the McLeod Lake Indian Band).

Invitation to apply for a non replaceable forest licence

2. After the execution of this agreement by the parties, the Minister of Forests (the Minister) will invite the McLeod Lake Indian Band to apply for a non-replaceable forest license (the licence) for up to 30,000 cubic meters annually in the Mackenzie Timber Supply Area and 145,000 cubic meters annually in the Prince George Timber Supply Area under section 47.3 of the *Forest Act*.
3. The invitation to apply and any forest license entered into as a result of the invitation to apply under this agreement will be subject to the policies regulations and statutes of British Columbia as amended from time to time.
4. The invitation will be subject to a condition that the McLeod Lake Indian Band making an application for the license(s), the McLeod Lake Indian Band must contact and work together with the Ministry of Forests personnel to assist in identifying the location of an operating area for the license, which to the extent that it is operationally feasible will be within the claimed territory.
5. The invitation to apply under this agreement will contain terms and conditions required by the Minister
6. Any license entered into as a result of the invitation to apply under this agreement:
 - (a) will be for a term of no longer than five years as determined by the Minister;
 - (b) will not be replaceable;
 - (c) will contain other terms and conditions required by law, including the condition that the McLeod Lake Indian Band must comply with this agreement; and,
 - (d) will include other terms and conditions as may be required by the Regional Manager including a term that the McLeod Lake Indian Band may not divide, subdivide, transfer or otherwise dispose of the license or an interest in the license.
7. The Minister may consider another forest licence opportunity for the McLeod Lake Indian Band in the final year of any licence entered into as a result of the invitation to apply under this agreement.
8. The Minister of Forest and Range may consider providing additional volume of timber under paragraph 2 of this agreement should additional volumes become available during the term of this agreement

Consultation

9. In consideration of the Minister's invitation to apply under this agreement:

- (a) to the best of their ability McLeod Lake Indian Band will share information and consult on forest and range decisions and activities in a timely manner with;
 - (i) the Government of British Columbia,
 - (ii) every holder of an agreement entered into under the *Forest Act* granting the holder the rights to harvest Crown timber, and
 - (iii) every holder of an agreement entered into under the *Range Act* granting the holder the rights to use or improve Crown range for grazing or cutting hay,

within the claimed territory of the McLeod Lake Indian Band

- (b) the McLeod Lake Indian Band will make reasonable efforts to agree with the Government of British Columbia upon a process for consulting with the Government of British Columbia on forest and range decisions and activities within the claimed territory of the McLeod Lake Indian Band,
- (c) the McLeod Lake Indian Band acknowledges that the Provincial Policy for Consultation with First Nations dated October, 2002 and the Ministry of Forests Aboriginal Rights and Title Policy dated June 3, 1999 as each of them may be amended from time to time will be followed in the absence of a different consultation process being agreed upon under paragraph 7(b) of this agreement, and
- (d) the McLeod Lake Indian Band will not negligently or intentionally interfere with or slow the progress of the timber harvesting, timber harvesting related, grazing, hay cutting, or other economic activities of;
 - (i) the Government of British Columbia,
 - (ii) every holder of an agreement entered into under the *Forest Act* granting the holder the rights to harvest Crown timber, and
 - (iii) every holder of an agreement entered into under the *Range Act* granting the holder the right to use or improve Crown range for grazing or cutting hay

within the claimed territory of the McLeod Lake Indian Band.

Dispute Resolution

10. If a dispute arises between the Government of British Columbia and the McLeod Lake Indian Band regarding the interpretation of a provision of this agreement, or the obligation of a party under this agreement, the parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
11. If the parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and the McLeod Lake Indian Band.
12. The parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

Amendments

13. Any alteration or amendment to the terms and conditions of the agreement must be in writing and duly executed by the parties.
14. Either party may request the participation of the other party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

Entire Agreement

14. This agreement and any modification of it constitute the entire agreement between the parties with respect to the subject matter of the agreement.

Term

15. This agreement will take effect on the date on which the last party has executed it.
16. This agreement will terminate on the occurrence of any of the following events:
 - (a) the suspension, cancellation, expiry or termination of a licence entered into as a result of the invitation to apply under this agreement; or

- (b) six months following signing of the agreement if no licence has been entered into as a result of the invitation to apply under this agreement by that date.

Suspension or Cancellation of a licence

- 17. Without limiting the actions that may be taken by the Minister or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend the licence entered into as a result of the invitation to apply under this agreement, or may cancel that licence if the Minister or a person authorized by the Minister determines that the McLeod Lake Indian Band is not in compliance with this agreement.
- 18. Prior to taking any action referred to in Section 17, the Government of British Columbia will provide notice to McLeod Lake Indian Band of any alleged contravention of this Agreement that may lead McLeod Lake Indian Band being determined to not be in compliance with this Agreement.
- 19. If, during the term of this Agreement the McLeod Lake Indian Band challenges or supports a challenge to, an administrative decision and/or operational decision or an operational plan, by way of legal proceedings or otherwise, on the basis the consultation processes set out in Section 7(b) and 7(c) of this Agreement are not adequate or sufficient to:
 - (a) provide adequate consultation, to substantially address McLeod Lake Indian Band's concerns in respect to any potential infringement of McLeod Lake Indian Band's treaty interests with regard to administrative or operational decisions relating to forest and/or range resource development within the claimed territory;

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefit set out in Section 2.

Notice

- 20. (a) Any notice or other communication that is required to be given or that a party wishes to give to the other party with respect to this agreement will be in writing and will be delivered, sent by registered mail, or transmitted by facsimile to the address of the other party as set out in this section of the agreement.

- (b) Any notice or other communication will be deemed to have been given on the date it is actually received if it is received before 4:00 p.m. If the notice or other communication is received after 4:00 p.m., it will be deemed to have been received on the next business day.
- (c) The address of either party may be changed by notice in the manner set out by this section of the agreement.

Government of British Columbia

Deputy Minister
Ministry of Forests
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone (250) 356-5012
Facsimile (250) 953-3687

McLeod Lake Indian Band

Chief Alec Chingee
General Delivery
McLeod Lake, B.C.
V0J 2G0
Telephone (250) 750-4415
Facsimile (250) 750-4420

Counterpart

21. This agreement may be entered into by each party signing a separate copy of this agreement, including a photocopy or faxed copy, and delivering it to the other party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Miscellaneous

- 22. Nothing in this agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
- 23. This agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982 and does not recognise, affirm, or deny the existence of any aboriginal right, including aboriginal title, or any treaty right.
- 24. This agreement will not limit the position that a party may take in future negotiations or court actions.
- 25. Any reference to a statute in this agreement includes all regulations made under that statute and any amendments or replacement of that statute.
- 26. There will be no presumption that any ambiguity in any of the terms of this agreement should be interpreted in favour of either party.
- 27. This agreement shall be governed by the applicable laws of British Columbia and Canada.

Signed on behalf of The
Government of British Columbia

Date Aug 1 / 2006

Witnessed by:

Alec J. Chingee

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Rich Coleman

Rich Coleman
Minister of Forests and Range

Signed on behalf of MCLEOD
LAKE INDIAN BAND

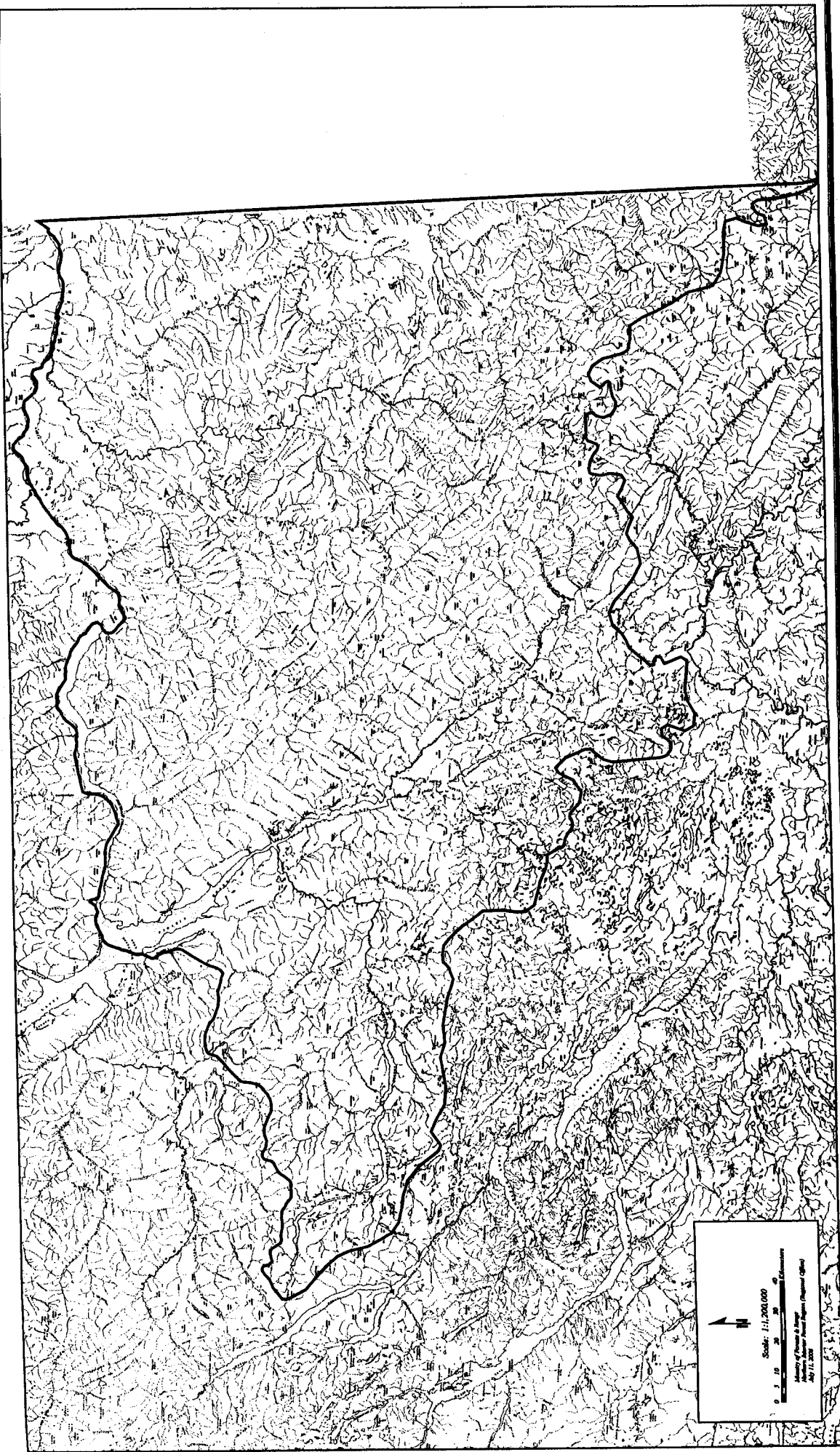
Date July 11 / 2006

Witnessed by:

Alec J. Chingee

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Alec J. Chingee
Chief Alec Chingee

Appendix A
MCLEOD LAKE BAND TRADITIONAL TERRITORY



Scale: 1:1,000,000
0 1 2 3 4 5 Kilometers
Ministry of Energy & Mines
Northern Development Centre (Preston Office)
July 11, 2009