

**Interim Agreement Concerning  
Land Authorizations  
(The "Agreement")**

This Agreement is dated, May 29, 2018, for reference.

**BETWEEN:**

**XENI GWET'IN FIRST NATIONS GOVERNMENT ("Xeni Gwet'in") and TSILHQOT'IN NATIONAL GOVERNMENT ("TNG"), on behalf of the TSILHQOT'IN NATION**

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development ("British Columbia")**

(Collectively, the **"Parties"** and individually a **"Party"**)

**Whereas:**

- A. On June 26, 2014, the Supreme Court of Canada granted a declaration of Aboriginal title to the Tsilhqot'in Nation to lands situated within British Columbia, as described in *Tsilhqot'in Nation v British Columbia*, 2014 SCC 44 (the **"Declared Area"**). In the Reasons for Judgment of the British Columbia Supreme Court in *Tsilhqot'in Nation v British Columbia*, 2007 BCSC 1700, Justice Vickers provided an opinion that the Tsilhqot'in Nation had proven Aboriginal title to specified areas outside the claim area (the **"Proven Areas"**) (collectively, the **"Title Area"**);
- B. British Columbia had previously issued to third parties licences of occupation, and leases and designated a land reserve under the *Land Act*, [RSBC 1996] c. 245, for commercial recreation activities, residential use, range and other uses that are now partially or wholly within the Title Area;
- C. In a spirit of cooperation, the Parties wish to provide further clarity and certainty about the status of these licences of occupation, and leases and reserve in and around the Title Area, in the short term, while longer-term arrangements are explored.

**Therefore, the Parties agree as follows:**

- 1. The Tsilhqot'in Nation hereby authorizes and consents to the access and use of portions of the Title Area by the holders (the **"Holders"**) of the licences of occupation, and leases and the reserve listed in Schedule A (the **"BC Authorizations"**), for the activities as set out in each BC Authorization (the **"Authorized Activities"**) according to the terms of this

Agreement, the terms of the applicable Tenure, any associated management plan, the applicable provisions of the *Land Act*, and any other applicable legislation and the regulations made thereunder (the “Authorization Framework”).

2. Any BC Authorization listed in Schedule A that has reached the end of its term, or will reach the end of its term during the term of this Agreement, will continue on a month-to-month basis for the duration of this Agreement.
3. British Columbia will collect all fees and rent payments normally collected by the Province in connection with the BC Authorizations (the “Fees”). British Columbia must remit to the TNG all Fees payable for Authorized Activities for the duration of this Agreement, except application fees, in proportion to the extent of the overlap of these interests with the Title Area. Such remittance shall not occur later than six months from the expiration of this Agreement.
4. The Tsilhqot’in Nation hereby authorizes, and consents to, employees or agents of the Ministry of Forests, Lands and Natural Resource Operations entering the Title Area during the term of a BC Authorization under this Agreement for carrying out duties and exercising powers in accordance with the Authorization Framework.
5. British Columbia will provide reasonable notice to Xeni Gwet’in prior to employees or agents of the Ministry of Forests, Lands and Natural Resource Operations and Rural Development entering the Title Area as authorized in section 4.
6. British Columbia will coordinate with TNG and Xeni Gwet’in to explore opportunities for TNG appointed title land rangers to collaborate with and accompany employees or agents of the Ministry of Forests, Lands and Natural Resource Operations and Rural Development in the exercise of their duties and powers, as set out in the Authorization Framework, within the Title Area. For clarity, this collaboration will not be interpreted in a way that fetters the discretionary statutory decision-making authority under any applicable legislation.
7. British Columbia covenants and agrees to indemnify and save harmless the TNG and Xeni Gwet’in against all claims, actions, causes of action, damages, costs, and liabilities including fees of solicitors and other professional advisors (the “Claims” or singularly “Claim”) arising out of
  - (a) a Holder’s breach, violation or non-performance of a provision of a BC Authorization; and,
  - (b) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Title Area by virtue of the Holder’s entry upon, use or occupation of the Title Area,to the extent that the Province is indemnified by a Holder for any Claim.

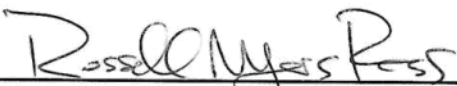
8. British Columbia, TNG and Xení Gwet'in will advise the Holders, jointly or separately by letter, that this Agreement is in effect and will encourage the Holders to hire Xení Gwet'in members to assist with their activities and operations, where possible.
9. The Xení Gwet'in, the Tsilhqot'in Nation and the TNG agree, for the duration of this Agreement, that no actions will be taken or authorizations provided that are incompatible with the rights of the Holders to access and use the Title Area under the Authorization Framework and this Agreement, except where the Parties agree under section 11 that such action by the Xení Gwet'in, on behalf of the Tsilhqot'in Nation, is required to prevent other unauthorized use of the Title Area and has no more than an incidental effect on the exercise of a BC Authorization.
10. Subject to section 9, the Xení Gwet'in, the Tsilhqot'in Nation and the TNG are not subject to, and do not assume any, new or additional liabilities or responsibilities to, or in respect of, the Holders operating under the Authorization Framework in the Title Area, as a result of this Agreement or the declaration of Aboriginal title.
11. If the Xení Gwet'in inform British Columbia that a Holder is reportedly engaging in activities in the Title Area that are not an Authorized Activity, the Parties agree to meet and to seek consensus on the issues and to seek ways to bring an end to any unauthorized activities in the Title Area.
12. Following engagement under section 11, if the Parties reach consensus, each Party agrees to take such further steps agreed upon, which may include British Columbia taking steps under the termination provisions in a particular BC Authorization.
13. If British Columbia fails to meet with Xení Gwet'in to discuss reported unauthorized activities by a Holder under section 11 or fails to take steps agreed upon under section 12, then the Tsilhqot'in Nation may revoke its authorization and consent, given in section 1, for that Holder to access any portion of the Title Area, except for roads that are required to access that Holder's privately owned lands and highways as defined in the *Transportation Act*, SBC 2002, c. 44.
14. Xení Gwet'in, on behalf of the Tsilhqot'in Nation, will give British Columbia and the affected Holder at least 30 days written notice within which to adequately address the unauthorized activities of the Holder in the Title Area, before the Tsilhqot'in Nation may revoke, in accordance section 13, its authorization and consent for that Holder to access the Title Area.
15. For greater certainty, section 9 ceases to apply to any Holder whose authorization to access the Title Area is revoked in accordance with section 13.

16. The Parties may, by written agreement, extend the term of this Agreement. The Parties recognize that this Agreement is an interim agreement and may be amended, superseded or replaced by a subsequent written agreement.
17. This Agreement takes effect on the date that it is signed by all Parties and remains in effect until May 31, 2020.
18. Subject to section 9, this Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the Tsilhqot'in Nation or to any position that any Party may take in any forum, as to their respective jurisdictions, the applicability of provincial legislation in the Title Area, with or without the consent or authorization of the Tsilhqot'in Nation, or any other matter.
19. For further clarity, this Agreement is without prejudice to the position that the Tsilhqot'in Nation may take after the expiry of this Agreement, with respect to use of roads or highways located within the Title Area and Authorized Activities authorized by British Columbia in the Title Area, except as authorized and provided for under this Agreement.
20. British Columbia represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.
21. The Tribal Chair of TNG and the elected Chief of Xeni Gwet'in represent and warrant that they have the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement, on behalf of the Tsilhqot'in Nation.


22. This Agreement may be executed in counterparts and by facsimile by the Parties.

**IN WITNESS OF WHICH** the Parties hereby execute this Agreement.

**On behalf of the Tsilhqot'in Nation:**

 June 4, 2018  
Nits'il?in (Chief) Russell Myers Ross Date  
Tsilhqot'in National Government – Tribal Vice-Chair

**On behalf of the Xeni Gwet'in First Nations Government:**

 June 4, 2018  
Nits'il?in (Chief) Jimmy Lulua Date  
Xeni Gwet'in First Nations Government

**On behalf of the Province of British Columbia:**

 June 5/2018  
Hon. Doug Donaldson Date  
Minister of Forests, Lands, Natural Resource  
Operations and Rural Development

## SCHEDULE A

BC Authorization #	Authorization Type	BC File #
704419	Lease – Grazing	0120772
346222	Lease – Grazing	0152977
346627	Lease – Grazing	0240447
740647	Lease – Grazing	0336275
514484	Lease – Grazing	0203181
515455	Lease – Recreation Residential	0299471
516137	Lease – Recreation Residential	5401817
740908	Lease – Recreation Residential	5401833
513363	Lease – Rural Residential	0257477
515887	Lease – Rural Residential	0303220
514477	Lease – Rural Residential	0325832
514839	Lease – Rural Residential	0345983
	Lease – Waste Disposal Site	5402334
516207	Licence of Occupation	5407570
515710	Licence of Occupation – Airstrip	5401891
515353	Licence of Occupation – Commercial Recreation	5406208
515397	Licence of Occupation – Commercial Recreation	5406456
704298	Licence of Occupation – Commercial Recreation	5406656
516189	Licence of Occupation – Commercial Recreation	5407308
515819	Licence of Occupation – Commercial Recreation	5407320
516211	Licence of Occupation – Commercial Recreation	5407645
515914	Licence of Occupation – Commercial Wharf	5403396
515166	Licence of Occupation – Communication Site	5406487
515338	Licence of Occupation – Communication Site	5406639
515389	Licence of Occupation – Communication Site	5406640
516048	Licence of Occupation – Community Institutional	5404968
516208	Licence of Occupation – Dock Replacement	5402091
515921	Licence of Occupation – Rural Residential	5404569
516110	Licence of Occupation – Utility water Line	5406353

**Interim Agreement Concerning Trappers  
(The "Agreement")**

This Agreement is dated May 29, 2018, for reference.

**BETWEEN:**

**XENI GWET'IN FIRST NATIONS GOVERNMENT ("Xeni Gwet'in") and TSILHQOT'IN NATIONAL GOVERNMENT ("TNG"), on behalf of the TSILHQOT'IN NATION**

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development ("British Columbia")**

(Collectively, the "**Parties**" and individually a "**Party**")

**Whereas:**

- A. On June 26, 2014, the Supreme Court of Canada granted a declaration of Aboriginal title to the Tsilhqot'in Nation to lands situated within British Columbia, as described in *Tsilhqot'in Nation v British Columbia*, 2014 SCC 44 (the "**Declared Area**"). In the Reasons for Judgement of the British Columbia Supreme Court in *Tsilhqot'in Nation v British Columbia*, 2007 BCSC 1700, Justice Vickers provided an opinion that the Tsilhqot'in had proven Aboriginal title to specified areas outside the claim area (the "**Proven Areas**") (collectively, the "**Title Area**");
- B. British Columbia has previously registered traplines for areas that overlap the Title Area and issued trapping licences to the individuals who hold these traplines, and these individuals may, in turn, provide written permission to other licensed trappers, to use their traplines in the Title Area;
- C. In a spirit of cooperation, the Parties wish to provide clarity and certainty for trappers operating in portions of the Title Area, in the short term, while longer-term arrangements are explored.

**Therefore, the Parties agree as follows:**

- 1. The Tsilhqot'in Nation hereby authorizes and consents to the access to and use of portions of the Title Area, on the terms set out in this Agreement, by the trappers listed in Schedule A (the "**Trappers**" and the "**Trapper Access Authorization**"), for the purpose of conducting trapping activities (the "**Trapping Activities**").

2. For the purposes of this Agreement, "Trapping Activities" means:
  - a. the trapping of fur-bearing animals and related activities by the Trappers, their employees, their clients and any licensed trapper in British Columbia who has written permission from a Trapper listed in Schedule A, provided immediately upon request; and
  - b. includes the use of horses, equipment and vehicles and the maintenance of trapline cabins in existence on the date this Agreement takes effect, all in accordance with the applicable trapping licence, trapline registration, the provisions of the *Wildlife Act* [RSBC 1996] c. 388, and the *Land Act* [RSBC 1996] and their regulations.
3. British Columbia will pay \$10,000 to the TNG, on behalf of the Tsilhqot'in Nation, within 90 days of the effective date of this Agreement for the Trapping Activities that take place within the Title Area during the term of this Agreement.
4. The Tsilhqot'in Nation hereby authorizes and consents to provincially-appointed conservation officers and natural resource officers continuing to exercise their compliance and enforcement authority in respect of any trapping in the Title Area, in accordance with provincial legislation.
5. British Columbia will provide reasonable notice to Xeni Gwet'in prior to any provincially appointed conservation officers and natural resource officers accessing the Title Area as authorized under section 4.
6. British Columbia, TNG and Xeni Gwet'in may advise the Trappers by letter, jointly or separately, of this Trapping Access Authorization, confirming that this Trapping Access Authorization is for the period starting on the date this Agreement takes effect and ending on May 31, 2020.
7. British Columbia, Tsilhqot'in Nation and Xeni Gwet'in will encourage the Trappers to hire Xeni Gwet'in members to assist with their operations during the term of this Agreement, if possible.
8. The Xeni Gwet'in, the Tsilhqot'in Nation and the TNG agree, for the duration of this Agreement, that no actions will be taken or authorizations provided that are incompatible with the rights of the Trappers to access and use the Title Area in accordance with the Authorization Framework and this Agreement, except where the Parties agree under section 10 that such action by the Xeni Gwet'in, on behalf of the Tsilhqot'in Nation, is required to prevent other unauthorized use of the Title Area and



has no more than an incidental effect on the exercise of a Trapping Access Authorization.


9. Subject to section 8, the Xeni Gwet'in, the Tsilhqot'in Nation and the TNG are not subject to, and do not assume, any new or additional liabilities or responsibilities to, or in respect of, the Trappers or the Trapping Activities in the Title Area, as a result of this Agreement or the declaration of Aboriginal title.
10. If the Xeni Gwet'in inform British Columbia that a Trapper is reportedly engaging in activities in the Title Area that are not authorized under the Trapper Access Authorization, the Parties agree to meet and to seek consensus on the issues and to seek ways to bring an end to any unauthorized activities in the Title Area.
11. Following engagement under section 10, if the Parties reach consensus, each Party agrees to take such further steps agreed upon.
12. If British Columbia fails to meet with Xeni Gwet'in to discuss reported unauthorized activities by a Trapper under section 10 or fails to take steps agreed upon under section 11, then the Tsilhqot'in Nation may revoke its authorization and consent, given in section 1, for that Trapper to access any portion of the Title Area, except for roads that are required to access that Trapper's privately owned lands and highways as defined in the *Transportation Act*, SBC 2002, c. 44.
13. Xeni Gwet'in, on behalf of the Tsilhqot'in Nation, will give British Columbia and the affected Trapper at least 30 days written notice within which to adequately address the unauthorized activities of the Trapper in the Title Area, before the Tsilhqot'in Nation may revoke, in accordance section 12, its authorization and consent for that Trapper to access the Title Area.
14. For greater certainty, section 8 ceases to apply to any Trapper whose authorization to access the Title Area is revoked in accordance with section 12.
15. The Parties may amend this Agreement by written agreement. The Parties recognize that this Agreement is an interim agreement and may be superseded and replaced by a subsequent written agreement.
16. This Agreement takes effect on the date that it is signed by all Parties and remains in effect until May 31, 2020.
17. This Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the Tsilhqot'in Nation or any position that any Party may take in any forum, as to their respective jurisdictions, the applicability of provincial legislation in the Title Area without the consent or authorization of the Tsilhqot'in Nation or any other matter. This

Agreement is not intended to define, limit or restrict in any way the Aboriginal trapping rights of Xeni Gwet'in or the Tsilhqot'in Nation under s.35 of the *Constitution Act, 1982*.

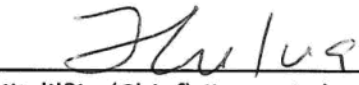
18. For further clarity, this Agreement is without prejudice to the position that the Tsilhqot'in Nation may take with respect to use of roads or highways located within the Title Area and the Trappers after the expiry of this Agreement on May 31, 2020.
19. British Columbia represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.
20. The Tribal Chair of TNG and the elected Chief of Xeni Gwet'in represent and warrant that they have the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement, on behalf of the Tsilhqot'in Nation.
21. This Agreement may be executed in counterparts and by facsimile by the Parties.

**IN WITNESS OF WHICH** the Parties execute this Agreement on the dates indicated below.


**On behalf of the Tsilhqot'in Nation:**

  
\_\_\_\_\_  
Nits'il?in (Chief) Russel Myers Ross Date  
Tsilhqot'in National Government – Tribal Vice-Chair

**On behalf of the Xeni Gwet'in First Nations Government:**

  
\_\_\_\_\_  
Nits'il?in (Chief) Jimmy Lulua Date  
Xeni Gwet'in First Nations Government

**On behalf of the Province of British Columbia:**

  
\_\_\_\_\_  
Hon. Doug Donaldson Date  
Minister of Forests, Lands, Natural Resource  
Operations and Rural Development

## SCHEDULE A

Trapline Number	Location
TR0504T002	West side of Taseko Lakes
TR0504T003	East side of Taseko Lakes
TR0504T009	Chilko River to Taseko River south to Brittany Creek
TR0504T010	East of Chilko Lake, Tsuniah Lake north to Brittany Creek
TR0505T006	Eagle Lake, Choelquoit Lake
TR0512T008	West side of Chilko River extending to the North

Interim Agreement Concerning  
Angling Guides Accessing the Title Area  
(The "Agreement")

This Agreement is dated May 29, 2018, for reference.

**BETWEEN:**

**XENI GWET'IN FIRST NATIONS GOVERNMENT ("Xeni Gwet'in") and TSILHQOT'IN NATIONAL GOVERNMENT ("TNG"), on behalf of the TSILHQOT'IN NATION**

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development ("British Columbia")**

(Collectively, the "**Parties**" and individually a "**Party**")

**Whereas:**

- A. On June 26, 2014, the Supreme Court of Canada granted a declaration of Aboriginal title to the Tsilhqot'in Nation to lands situated within British Columbia, as described in *Tsilhqot'in Nation v British Columbia*, 2014 SCC 44 (the "**Declared Area**"). In the Reasons for Judgement of the British Columbia Supreme Court in *Tsilhqot'in Nation v British Columbia*, 2007 BCSC 1700, Justice Vickers provided an opinion that the Tsilhqot'in had proven Aboriginal title to specified areas outside the claim area (the "**Proven Areas**") (collectively, the "**Title Area**");
- B. British Columbia has previously issued angling guide licences to angling guides for guiding on unclassified waters located wholly or partially inside the boundary of the Title Area, as well as the classified waters of the Chilko River (the "**Licensed Guides**");
- C. Collectively, the Licensed Guides and their assistant guides are referred to herein as "**Angling Guides**";

- D. In a spirit of cooperation, the Parties wish to provide clarity and certainty for the Angling Guides accessing the Title Area in the short term, while longer-term arrangements are explored.

**Therefore, the Parties agree as follows:**

1. The Tsilhqot'in Nation hereby authorizes and consents to the access to and use of the Title Area, on the terms set out in this Agreement (the **"Angling Guide Access Authorization"**), by:
  - a. the Angling Guides listed in Schedule A, who are guiding on unclassified waters located wholly or partially inside the boundary of the Title Area; and
  - b. the Angling Guides listed in Schedule B, who are guiding on the classified waters of the Chilko River;for the purpose of engaging in **"Guiding Activities"**, authorized by the regional manager under the *Wildlife Act* [RSBC 1996] c. 388.
2. **"Guiding Activities"** means the activities of the Angling Guides, their clients and their employees, and includes the use of boats, horses, equipment and vehicles in support of Guiding Activities, all in accordance with the applicable licenses and provisions of the *Wildlife Act* and the regulations made thereunder.
3. If British Columbia receives an application to transfer Angler Days on the Chilko River from a Licenced Guide listed in Schedule B, British Columbia will seek the consensus of the Xeni Gwet'in before making a decision on that application. British Columbia agrees to collaboratively explore, during the term of this Agreement, ways in which the Xeni Gwet'in could acquire Angler Days.
4. British Columbia will pay TNG, on behalf of the Tsilhqot'in Nation, \$12,000 for the Guiding Activities that take place within the Title Area during the term of this Agreement.
5. British Columbia, TNG and Xeni Gwet'in will, advise the Angling Guides, jointly or separately, of the Angling Guide Access Authorization, by letter, confirming that the Angling Guide Access Authorization is for the period commencing on the first day of the Angling Guide Licence and ending on May 31, 2020.
6. In accordance with section 1, the Tsilhqot'in Nation hereby authorizes and consents to the issuance or re-issuance of the licences for the Angling Guides listed in Schedule A

and Schedule B (the “Angling Guide Licences”), in accordance with the *Wildlife Act*, the regulations made under the *Wildlife Act* and any other applicable provincial legislation.

7. Any Angling Guide Access Authorization granted by this Agreement may be withdrawn if the Angling Guide’s Angling Guide Licence is suspended or cancelled by the regional manager, or in the case of an Angling Guide listed under Schedule B, the Angling Guide no longer holds an Angler Day Quota.
8. The Tsilhqot’in Nation hereby authorizes and consents to provincially appointed conservation officers and natural resource officers accessing the Title Area in order to continue to exercise their compliance and enforcement authority in respect of any anglers operating in the Title Area, in accordance with provincial legislation.
9. British Columbia will provide reasonable notice to Xeni Gwet’in prior to any provincially appointed conservation officers and natural resource officers accessing the Title Area as authorized under section 8.
10. British Columbia will coordinate with TNG and Xeni Gwet’in to explore opportunities for TNG appointed title land rangers to collaborate with provincially appointed conservation officers and to collaborate with and accompany provincially appointed natural resource officers in the exercise of their compliance and enforcement authority in the Title Area. For clarity, this collaboration will not be interpreted in a way that fetters the discretionary statutory decision-making under any applicable legislation.
11. British Columbia, Tsilhqot’in Nation and Xeni Gwet’in will encourage the Angling Guides to hire Xeni Gwet’in members to assist with their operations during the term of this Agreement, if possible.
12. The Xeni Gwet’in, the Tsilhqot’in Nation and the TNG agree, for the duration of this Agreement, that no actions will be taken or authorizations provided that are incompatible with the rights of the Angling Guides to access the Title Area under the Angling Guide Licences and this Agreement, except where the Parties agree under section 13 that such action by the Xeni Gwet’in, on behalf of the Tsilhqot’in Nation, is required to prevent other unauthorized use of the Title Area and has no more than an incidental effect on the exercise of an Angling Guide Licence.
13. If the Xeni Gwet’in inform British Columbia that an Angling Guide is reportedly engaging in activities in the Title Area that are not authorized under the Angling Guide Access Authorization, the Parties agree to meet and to seek consensus on the issues and to seek ways to bring an end to any unauthorized activities in the Title Area.
14. Following engagement under section 13, if the Parties reach consensus, each Party agrees to take such further steps agreed upon.

15. If British Columbia fails to meet with Xeni Gwet'in to discuss reported unauthorized activities by an Angling Guide under section 13 or fails to take steps agreed upon under section 14, then the Tsilhqot'in Nation may revoke its authorization and consent, given in section 1, for that Angling Guide to access any portion of the Title Area, except for roads that are required to access that Angling Guide's privately owned lands and highways as defined in the *Transportation Act*, SBC 2002, c. 44.
16. Xeni Gwet'in, on behalf of the Tsilhqot'in Nation, will give British Columbia and the affected Angling Guide at least 30 days written notice within which to adequately address the unauthorized activities of the Angling in the Title Area, before the Tsilhqot'in Nation may revoke, in accordance section 15, its authorization and consent for that Angling Guide to access the Title Area.
17. For greater certainty, section 12 ceases to apply to any Angling Guide whose authorization to access the Title Area is revoked in accordance with section 15.
18. The Parties may amend or extend this Agreement by written agreement. The Parties recognize that this Agreement is an interim agreement and may be superseded and replaced by a subsequent written agreement.
19. This Agreement takes effect on the date that it is signed by all Parties and remains in effect until May 31, 2020.
20. Subject to section 12, the Xeni Gwet'in, the TNG and the Tsilhqot'in Nation are not subject to, and do not assume any new or additional liabilities or responsibilities to, or in respect of the Angling Guides or the Guiding Activities in the Title Area, as a result of this Agreement or the declaration of Aboriginal title.
21. Subject to section 12, this Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the Tsilhqot'in Nation or any position that any Party may take in any forum, as to their respective jurisdictions, the applicability of provincial legislation in the Title Area without the consent or authorization of the Tsilhqot'in Nation or any other matter.
22. For further clarity, this Agreement is without prejudice to the position that the Tsilhqot'in Nation may take after the expiry of this Agreement with respect to use of roads or highways located within the Title Area and Angling Guide Licences issued by British Columbia.
23. British Columbia represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.

24. The Tribal Chair of TNG and the elected Chief of Xeni Gwet'in represent and warrant that they have the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement, on behalf of the Tsilhqot'in Nation.


25. This Agreement may be executed in counterparts and by facsimile by the Parties.

**IN WITNESS OF WHICH** the Parties execute this Agreement on the dates indicated below.

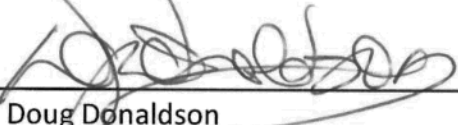
**On behalf of the Tsilhqot'in Nation:**

 June 4 2018  
Nits'il?in (Chief) Russell Myers Ross Date  
Tsilhqot'in National Government – Tribal Vice-Chair

**On behalf of the Xeni Gwet'in First Nations Government:**

 June 4, 2018  
Nits'il?in (Chief) Jimmy Lulua Date  
Xeni Gwet'in First Nations Government

**On behalf of the Province of British Columbia:**

 June 5, 2018  
Hon. Doug Donaldson Date  
Minister of Forests, Lands and Natural Resource  
Operations and Rural Development



**SCHEDULE A – Unclassified Waters**

s.22

## SCHEDULE B – Classified Waters

s.22

**Interim Agreement Concerning  
Provincial Recreation Sites  
(The "Agreement")**

This Agreement is dated May 29, 2018, for reference.

**BETWEEN:**

**XENI GWET'IN FIRST NATIONS GOVERNMENT ("Xeni Gwet'in") and TSILHQOT'IN  
NATIONAL GOVERNMENT ("TNG"), on behalf of the TSILHQOT'IN NATION**

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as  
represented by the Minister of Forests, Lands, Natural Resource Operations and Rural  
Development ("British Columbia")**



(Collectively, the "**Parties**" and individually a "**Party**")

**Whereas:**

- A. On June 26, 2014, the Supreme Court of Canada granted a declaration of Aboriginal title to the Tsilhqot'in Nation to lands situated within British Columbia, as described in *Tsilhqot'in Nation v British Columbia*, 2014 SCC 44 (the "**Declared Area**"). In the Reasons for Judgment of the British Columbia Supreme Court in *Tsilhqot'in Nation v British Columbia*, 2007 BCSC 1700, Justice Vickers provided an opinion that the Tsilhqot'in Nation had proven Aboriginal title to specified areas outside the claim area (the "**Proven Areas**") (collectively, the "**Title Area**");
- B. British Columbia had previously established recreation sites under provincial forestry legislation in areas that are partially or wholly within the Title Area (the "**Recreation Sites**") and, in past years, has entered into service contracts or partnership agreements with Xeni Gwet'in and other third parties for management of the Recreation Sites ("**Service Contracts**");
- C. On May 15, 2017, the Parties entered an *Interim Agreement Concerning Provincial Recreation Sites* to provide clarity and certainty about the status and operation of Recreation Sites operated in the Title Area, and that interim agreement expired on November 30, 2017.

- D. On February 11, 2016, the Parties entered into the *Nenqay Deni Accord* which is a reconciliation framework agreement that establishes a shared vision, principles and structures to negotiate a comprehensive and lasting reconciliation between the Parties.
- E. In a spirit of cooperation, the Parties wish to provide further clarity and certainty about the status of the Recreation Sites and associated Service Contracts while longer term arrangements are explored.

**Therefore, the Parties agree as follows:**

1. The Tsilhqot'in Nation hereby authorizes and consents to the continued operation of the Recreation Sites, as listed on Schedule A, for public access and enjoyment, in accordance with the provisions of the Forest Recreation Regulation, BC Reg. 16/2004, made under the *Forest and Range Practices Act*, S.B.C. 2002, c. 69. This authorization is valid until November 30, 2019.  
2. British Columbia will, in accordance with provincial legislation, seek to enter into or continue Service Contracts with the contractors listed on Schedule A, for each of the Recreation Sites, for specified terms within the period of May 31, 2018 – November 30, 2019.
3. Xeni Gwet'in and the Tsilhqot'in Nation are not subject to, and do not assume any, new or additional liabilities or responsibilities in respect of the Recreation Sites as a result of this Agreement or the declaration of Aboriginal title.
4. The Parties may extend or amend this Agreement by written agreement. The Parties recognize that this Agreement is an interim agreement and may be superseded and replaced by a subsequent written agreement.
5. This Agreement takes effect on the date it is signed by all Parties and remains in effect until November 30, 2019.
6. This Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the Tsilhqot'in Nation or any position that any Party may take in any forum, as to their respective jurisdictions, the applicability of provincial legislation in the Title Area without the consent or authorization of the Tsilhqot'in Nation, or any other matter.
7. For further clarity, this Agreement is without prejudice to the position that the Tsilhqot'in Nation may take with respect to the Recreation Sites after the expiry of this Agreement.
8. British Columbia represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.

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9. The Tribal Chair of TNG and the elected Chief of Xeni Gwet'in represent and warrant that they have the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement, on behalf of the Tsilhqot'in Nation.


10. This Agreement may be executed in counterparts and by facsimile by the Parties.

**IN WITNESS OF WHICH** the Parties hereby execute this Agreement on the dates indicated below.

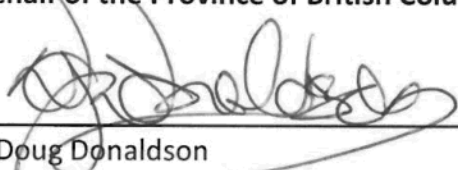
**On behalf of the Tsilhqot'in Nation:**

 June 4 2018  
Nits'il?in (Chief) Russell Myers Ross Date  
Tsilhqot'in National Government – Tribal Vice-Chair

**On behalf of the Xeni Gwet'in First Nations Government:**

 June 4, 2018  
Nits'il?in (Chief) Jimmy Lulua Date  
Xeni Gwet'in First Nations Government

**On behalf of the Province of British Columbia:**

 June 5, 2018  
Hon. Doug Donaldson Date  
Minister of Forests, Lands, Natural Resource  
Operations and Rural Development

## SCHEDULE A

	<b>Recreation Site:</b>	<b>Service Contract/Partnership Agreement</b>
1	Chaunigan Lake Recreation Site (REC#2705)	Xeni Gwet'in
2	Chilko-Taseko Junction Recreation Site (REC#2613)	Xeni Gwet'in
3	Choelquoit Lake Recreation Site (REC#2633)	Xeni Gwet'in
4	Cochin Lake Recreation Site (REC#2630)	Xeni Gwet'in
5	Vedan Lake North Recreation Site (REC#2606)	Xeni Gwet'in
6	Tsuniah Lake Bay Recreation Site (REC#2854)	Xeni Gwet'in
7	Tatlayoko Lake Northeast Recreation Site (REC#2627)	Tatlayoko Lake Community Association
8	Big Lake Recreation Site (REC#2611)	Roland Class (partnership agreement)

**Interim Agreement Concerning  
Provincial Protected Areas  
(The "Agreement")**

This Agreement is dated May 29, 2018, for reference.

**BETWEEN:**

**XENI GWET'IN FIRST NATIONS GOVERNMENT ("Xeni Gwet'in") and TSILHQOT'IN  
NATIONAL GOVERNMENT ("TNG"), on behalf of the TSILHQOT'IN NATION**

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as  
represented by the Minister of Environment and Climate Change ("British Columbia")**

(Collectively, the "**Parties**" and individually a "**Party**")

**Whereas:**

- A. On June 26, 2014, the Supreme Court of Canada granted a declaration of Aboriginal title to the Tsilhqot'in Nation to lands situated within British Columbia, as described in *Tsilhqot'in Nation v British Columbia*, 2014 SCC 44 (the "**Declared Area**"). In the Reasons for Judgment of the British Columbia Supreme Court in *Tsilhqot'in Nation v British Columbia*, 2007 BCSC 1700, Justice Vickers provided an opinion that the Tsilhqot'in Nation had proven Aboriginal title to specified areas outside the claim area (the "**Proven Areas**") (collectively the "**Title Area**");
- B. British Columbia had previously established two parks and an ecological reserve under provincial protected areas legislation (Ts'il?os Park, Nunsti Park and the Cardiff Mountain Ecological Reserve), (the "**Protected Areas**") in areas that are located wholly or partially within the Title Area and, in past years, has entered into agreements with Xeni Gwet'in for management of the entirety of the Protected Areas ("**Service Contracts**");
- C. On January 13, 1994, Xeni Gwet'in and British Columbia entered into a *Memorandum of Understanding* concerning the establishment and management of Ts'il?os Park (the "**MOU**");

- D. In a spirit of cooperation, the Parties wish to provide further clarity and certainty about the status of Protected Areas and associated Service Contracts.

Therefore, the Parties agree as follows:

1. The Tsilhqot'in Nation hereby authorizes and consents to the continued operation of the Protected Areas listed in Schedule A, for public access and enjoyment, in accordance with the MOU, the provisions of the *Park Act* [RSBC 1996] c. 344, as amended, the *Protected Areas of British Columbia Act* [SBC 2000] c. 17, as amended, the *Ecological Reserve Act* [RSBC 1996] c. 103, as amended, and the regulations made under those three Acts (collectively, the "**Protected Areas Legislation**"), until May 31, 2020.
2. Insofar as the park use permits listed in Schedule B have been or are in effect in the Protected Areas (the "**Permits**"), the Tsilhqot'in Nation hereby authorizes and consents to the issuance or continuation of the Permits in accordance with their terms, the Protected Areas Legislation and any other provincial legislation that is otherwise applicable. The term of the Permits issued under this section will expire on or before the expiration of this Agreement.
3. The Tsilhqot'in Nation hereby authorizes and consents to the access and use of portions of the Title Area by the holders (the "**Holders**") of the Permits, for the activities as set out in each Permit according to the terms of this Agreement, the terms of the applicable Permit, any associated management plan, the Protected Areas Legislation, and any other applicable legislation and the regulations made thereunder.
4. Notwithstanding section 2, British Columbia may not issue a Permit listed in Schedule B unless that Permit includes, as a term of the Permit, an indemnification clause as worded in Schedule C of this Agreement.
5. British Columbia will enter into Service Contracts with the Xeni Gwet'in contractors listed on Schedule A, for the operations of each of the Protected Areas as listed in Schedule A, for specified terms within the period of May 31, 2018 – May 31, 2020.
6. British Columbia will enter into a Tsilhqot'in Parks Rangers General Services Agreement and will pay the same fees as in Schedule B of the 2015 Tsilhqot'in Parks Rangers General Services Agreement.
7. Upon proof of completion, British Columbia will pay for one Ts'il?os Ranger to take the online Parks Law and Administration course delivered by BC Institute of Technology.
8. British Columbia will invite two Ts'il?os Rangers to participate in BC Parks Ranger Training in each year that this Agreement is in effect.



9. Xeni Gwet'in will invite employees of BC Parks to attend a cross-cultural workshop during the term of this Agreement.
10. The Parties will review the campground fee for Ts'il?os Park during the term of this Agreement.
11. British Columbia, TNG and Xeni Gwet'in will advise the public that Ts'il?os Park, Nunsti Park and Cardiff Mountain Ecological Reserve are available for public access and enjoyment, in accordance with the MOU and the provisions of the Protected Areas Legislation.
12. For greater certainty to sections 1, 2 and 3, the Xeni Gwet'in, the TNG and the Tsilhqot'in Nation agree, for the duration of this Agreement, that no actions will be taken or authorizations provided that are inconsistent or incompatible with the operation of the Protected Areas Legislation in the Protected Areas including the rights of the Holders to access and use the Title Area under the terms set out in a Permit, except where the Parties agree under section 14 that such action by the Xeni Gwet'in, on behalf of the Tsilhqot'in Nation, is required to prevent other unauthorized use of the Title Area and has no more than an incidental effect on the exercise of a Permit.
13. Subject to sections 5, 6 and 12, and due to this Agreement, Xeni Gwet'in, the TNG and the Tsilhqot'in Nation are not subject to, and do not assume any, new or additional liabilities or responsibilities in respect of the Protected Areas, as a result of this Agreement or the declaration of Aboriginal title.
14. If the Xeni Gwet'in inform British Columbia that a Holder is reportedly engaging in activities in the Title Area that are not authorized under that Holder's Permit or the MOU, the Parties agree to meet and to seek consensus on the issues and to seek ways to bring an end to any unauthorized activities in the Title Area.
15. Following engagement under section 14, if the Parties reach consensus, each Party agrees to take such further steps agreed upon, which may include British Columbia taking steps under the termination provisions in a particular Permit.
16. If British Columbia fails to meet with Xeni Gwet'in to discuss reported unauthorized activities by a Holder under section 14 or fails to take steps agreed upon under section 15, then the Tsilhqot'in Nation may revoke its authorization and consent, given in section 3, for that Holder to access any portion of the Title Area for the activities set out in the Holder's Permit.
17. Xeni Gwet'in, on behalf of the Tsilhqot'in Nation, will give British Columbia and the affected Holder at least 30 days written notice within which to adequately address the

unauthorized activities of the Holder in the Title Area, before the Tsilhqot'in Nation may revoke, in accordance section 16, its authorization and consent for that Holder to access the Title Area.

18. For greater certainty, section 16 refers only to the ability of a Holder to exercise a Permit in the Title Area and does not prevent a Holder from public access and use of the Protected Areas in accordance with the MOU.
19. For greater certainty, section 12 ceases to apply to any Holder whose authorization to access the Title Area is revoked in accordance with section 16.
20. The Tsilhqot'in Nation hereby authorizes and consents to provincially appointed conservation officers continuing to exercise their compliance and enforcement authority in the Protected Areas, which, for clarity includes the area overlapping the Title Area, as provided in provincial legislation.
21. British Columbia will provide reasonable notice to Xeni Gwet'in prior to any conservation officers entering the Title Area as authorized in section 20.
22. This Agreement takes effect on the date that it is signed by all Parties and remains in effect until May 31, 2020 (the "Term").
23. The Parties may extend or amend this Agreement by written agreement. The Parties recognize that this Agreement is an interim agreement and may be superseded and replaced by a subsequent written agreement.
24. From time to time, during the Term of this Agreement, Schedule B of this Agreement may be amended, in writing, upon the mutual agreement of the Chief of Xeni Gwet'in and the Regional Director of BC Parks.
25. Subject to section 12, this Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the Tsilhqot'in Nation or any position that any Party may take in any forum, as to their respective jurisdictions, the applicability of provincial legislation in the Title Area without the consent or authorization of the Tsilhqot'in Nation, or any other matter.
26. For further clarity, this Agreement is without prejudice to the position that the Tsilhqot'in Nation may take with respect to the Protected Areas after the expiry of this Agreement on May 31, 2020.
27. British Columbia represents and warrants that it has the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement.

28. The Tribal Chair of TNG and the elected Chief of Xeni Gwet'in represent and warrant that they have the legal authority to enter into this Agreement and to make the covenants and representations in this Agreement, on behalf of the Tsilhqot'in Nation.

29. This Agreement may be executed in counterparts and by facsimile by the Parties.

**IN WITNESS OF WHICH** the Parties hereby execute this Agreement.

**On behalf of the Tsilhqot'in Nation:**

 June 4 2018  
Nits'il?in (Chief) Russell Myers Ross Date  
Tsilhqot'in National Government – Tribal Vice-Chair

**On behalf of the Xeni Gwet'in First Nations Government:**

 June 4, 2018  
Nits'il?in (Chief) Jimmy Lulua Date  
Xeni Gwet'in First Nations Government

**On behalf of the Province of British Columbia:**

 June 6, 2018  
Hon. George Heyman Date  
Minister of Environment & Climate Change Strategy

## SCHEDULE A

	Protected Area	Service Contract
1	Ts'il?os Park	Xeni Gwet'in First Nations Government
2	Nunsti Park	Xeni Gwet'in First Nations Government
3	Cardiff Mountain Ecological Reserve	Xeni Gwet'in First Nations Government

## SCHEDULE B

Protected Area	Previous Park Use Permit (PUP) #	Type of PUP	Activity Type
Ts'il'os Park	102438	Commercial Recreation	Air Transport
	102487	Land Use Occupancy	
	103878	Commercial Recreation	Hiking, Guided Angling, Canoeing, Kayaking, Horseback Riding, Wildlife Viewing and Nature Discovery, Rafting
	103910	Commercial Recreation	Hiking, Guided Angling, Horseback Riding
	104284	Commercial Recreation	Educational and Training, Kayaking, Orienteering
	105271	Non-Bundled Operations	
	102439	Commercial Recreation	Climbing and Mountaineering, Privately Owned Structures, Hiking, Grazing, Guided Angling, Big Game Guide Outfitting, Horseback Riding
	102460	Trapline LRMP	
	102671	Commercial Recreation	Hiking, Boat Tours, Guided Angling, Horseback Riding
	102771	Land Use Occupancy	
	102946	Commercial Recreation	Big Game Guide Outfitting
	102956	Commercial Recreation	Big Game Guide Outfitting, Hiking, Canoeing, Wildlife Viewing and Nature Discovery, Privately Owned Structures, Guided Angling, Horseback Riding, Biking and Cycling
	103026	Commercial Recreation	Hiking, Rafting
	103885	Commercial Recreation	Horseback Riding
	103912	Commercial Recreation	Guided Angling, Wildlife Viewing and Nature Discovery, Hiking, Horseback Riding, Boat Tours, Kayaking, Canoeing
	104866	Commercial Recreation	Grazing, Privately Owned Structures, Big Game Guide Outfitting

Protected Area	Previous Park Use Permit (PUP) #	Type of PUP	Activity Type
Nunsti Park	102956	Commercial Recreation	Canoeing, Privately Owned Structures, Wildlife Viewing and Nature Discovery, Hiking, Guided Angling, Biking and Cycling, Horseback Riding, Big Game Guide Outfitting
	102439	Commercial Recreation	Climbing and Mountaineering, Privately Owned Structures, Hiking, Grazing, Guided Angling, Big Game Guide Outfitting, Horseback Riding
	102461	Trapline LRMP	
	103902	Research	
	102946	Commercial Recreation	Big Game Guide Outfitting

## SCHEDULE C

"You must:

indemnify and save us and our servants, employees and agents and the Xeni Gwet'in First Nations Government ("Xeni Gwet'in") and Tsilhqot'in National Government ("TNG"), on behalf of the Tsilhqot'in Nation, harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of,

- (i) your breach, violation or non-performance of a provision of this Permit, and

- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Permit Area by virtue of your entry upon, use or occupation of the Permit Area,

and the amount of all such losses, damages, costs and liabilities will be payable to us and the Xeni Gwet'in and TNG, on behalf of the Tsilhqot'in Nation, as the case may be, immediately upon demand;"