



ACCESS AGREEMENT

This Agreement dated for reference July 18, 2007, is made:

BETWEEN: **Union Bar First Nation**
P.O. Box 788, Hope, British Columbia, V0X 1L0

("Union Bar")

OF THE FIRST PART

AND: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF
FORESTS AND RANGE, c/o RESOURCE TENURES AND
ENGINEERING BRANCH, REAL ESTATE OPERATIONS, 1675
Douglas Street, 2nd floor, P.O. Box 9510, Station Provincial
Government, Victoria, British Columbia, V8W 9C2**

(the "Forest Service")

OF THE SECOND PART

WHEREAS:

A. Union Bar occupies the land legally described as:

Puckatholatchin Indian Reserve No. 11

Legal Description:

**Yale District in Sections 33 & 34, Township 5, Range
26, Sections 3, 4, 9, & 10, Range 26, West of the 6th
Meridian, Right Bank of Fraser River, 4 Miles North
of Hope**

(the "Lands")

B. Union Bar has agreed to grant to the Forest Service on the terms and conditions set out in this Agreement access over the roads which exist within the Lands at the date of this Agreement.

C. Access is necessary for the operation and maintenance of an undertaking of the Forest Service.

UNION BAR AND THE FOREST SERVICE NOW AGREE AS FOLLOWS:

1. Grant of Access

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Union Bar and the Forest Service now agree as follows:

Union Bar grants to the Forest Service and to the Forest Service's employees, agents, invitees, licensees, permittees and contractors, a non-exclusive right-of-way in common with Union Bar and Union Bar's employees, agents, invitees, licensees, permittees and contractors to pass and repass along, and over the roads, together with the right to upgrade and maintain roads within the Lands for the purpose of transporting logs from forest tenures and for all purposes necessarily ancillary to the harvesting of logs from forest tenures (but not for the purpose of parking vehicles or placing any vehicle or equipment so as to block any cross-road, driveway or entrance or exit ramp).

2. Terms of Agreement

- a) This Agreement is for forest management activities associated with Blocks AM101 and AM102 of Timber Sale Licence A79883, and the term of this Agreement is 15 years, commencing July 18, 2007, and ending on January 31, 2023, unless earlier terminated in accordance with this Agreement.
- b) The parties agree that the area to be used will be restricted to that part of the Lands shown approximated on sketch plan attached hereto as **Schedule A**.
- c) The Forest Service, at its sole discretion, may terminate this Agreement by giving Union Bar 2 months written notice.

3. Payment:

The Forest Service will ensure that a fee of \$2.00 per cubic metre for volume harvested under TSL A79883 is paid to Union Bar as follows:

- a) Within two weeks of awarding TSL A79883, the Forest Service will pay Union Bar \$16,500, which represents 75% (8,250m³) of the total estimated cruise volume of 11,000m³ at \$2.00 per cubic metre.
- b) After 8,250 cubic metres of timber has been harvested from TSL A79883, the Forest Service will ensure that the fee of \$2.00 per cubic metre for any volumes over 8,250 cubic meters, based on scale returns associated with TSL A79883 associated with this road, is paid to Union Bar.
- c) Despite a) and b) above, if less than 8,250m³ is harvested under TSL A79883, Union Bar will pay the Forest Service the difference between \$16,500 and \$2.00 per cubic metre for what was actually harvested from TSL A79883 immediately after termination of the TSL.

4. Promises

a) The Forest Service will:

- (i) use, and permit the use of, the roads only for the purposes set out in section 1 and for no other purpose without the express written consent of Union Bar, which consent shall not be unreasonably withheld;
- (ii) use, and permit the use of, the roads so as not to cause any damage or disturbance to the road or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) use its best efforts to prevent, control and extinguish any fire on the Lands or any lands adjacent to the Lands which the Forest Service, its employees, agents, invitees, licensees, permittees or contractors may cause, and will conform to and observe the provisions of the *Forest and Range Practices Act* (as amended or replaced from time to time) and any other applicable statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Forest Service will reimburse Union Bar for any costs or expenses Union Bar incurs to fight fires for which the Forest Service is responsible under this subsection on an actual cost basis and not on the Forest Service scale;
- (iv) indemnify and save harmless Union Bar from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that Union Bar may sustain, incur, suffer or be put to arising out of the use of the roads by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors, excepting always liability arising out of the acts or omissions of Union Bar, its employees, agents, invitees, licensees, permittees or contractors;
- (v) comply with any applicable laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the roads;
- (vi) ensure that the use of the roads by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors does not impair or obstruct the condition of the roads for an unreasonable length of time;
- (vii) ensure that the roads remain in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the roads by the Forest Service, its employees, agents, invitees, licensees, permittees or contractors; and
- (viii) not claim any indemnity or compensation from Union Bar for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the roads, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of Union Bar or any of their employees, agents, invitees or contractors.

b) Union Bar will:

- (i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the roads.

5. Notice

Any notice, document or communication required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

To the Province:

Jeff Sheldrake, Senior Advisor
Resource Tenures and Engineering Branch
Ministry of Forests and Range
PO Box 9510 Stn Prov Govt
Victoria, British Columbia V8W 9C2
Ph: (250) 387-8646
Fx: (250)387-6445
Email: jeff.sheldrake@gov.bc.ca

To Union Bar First Nation:

Chief Andy Alex
Union Bar Band
P.O. Box 788
Hope, British Columbia V0X 1L0
Ph: (604) 869-0270

or at such other addresses as the parties hereto may from time to time designate in writing.

6. Defaults

If the Forest Service, its employees, agents, invitees, licensees, permittees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after Union Bar has given notice to the Forest Service specifying the default and requesting it be cured, Union Bar may, suspend all rights of the Forest Service under this Agreement while this default continues. While its rights under this Agreement are suspended, the Forest Service will have no right to enter upon the roads or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by Union Bar to exercise its rights with respect to any particular default of the Forest Service shall not operate as a waiver of its rights with respect to any continuing subsequent default.

7. Entire Agreement

This Agreement does not address or affect any claims by Union Bar regarding infringement of its aboriginal rights and title.

8. Enurement

This Agreement will enure to the benefit of and be binding upon Union Bar and the Forest Service and their respective successors and permitted assignees.

9. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers or attorneys effective the day and year first recited above.

Witnesses

Parties' Signatures

By its Authorized Signatory(ies)

Union Bar First Nation


Signature

WAYNE GENTRY
Printed name of witness

66427 KAWMAWALAKERO
Address

HOPE B.C.

MAINTENANCE
Occupation


Officer signature

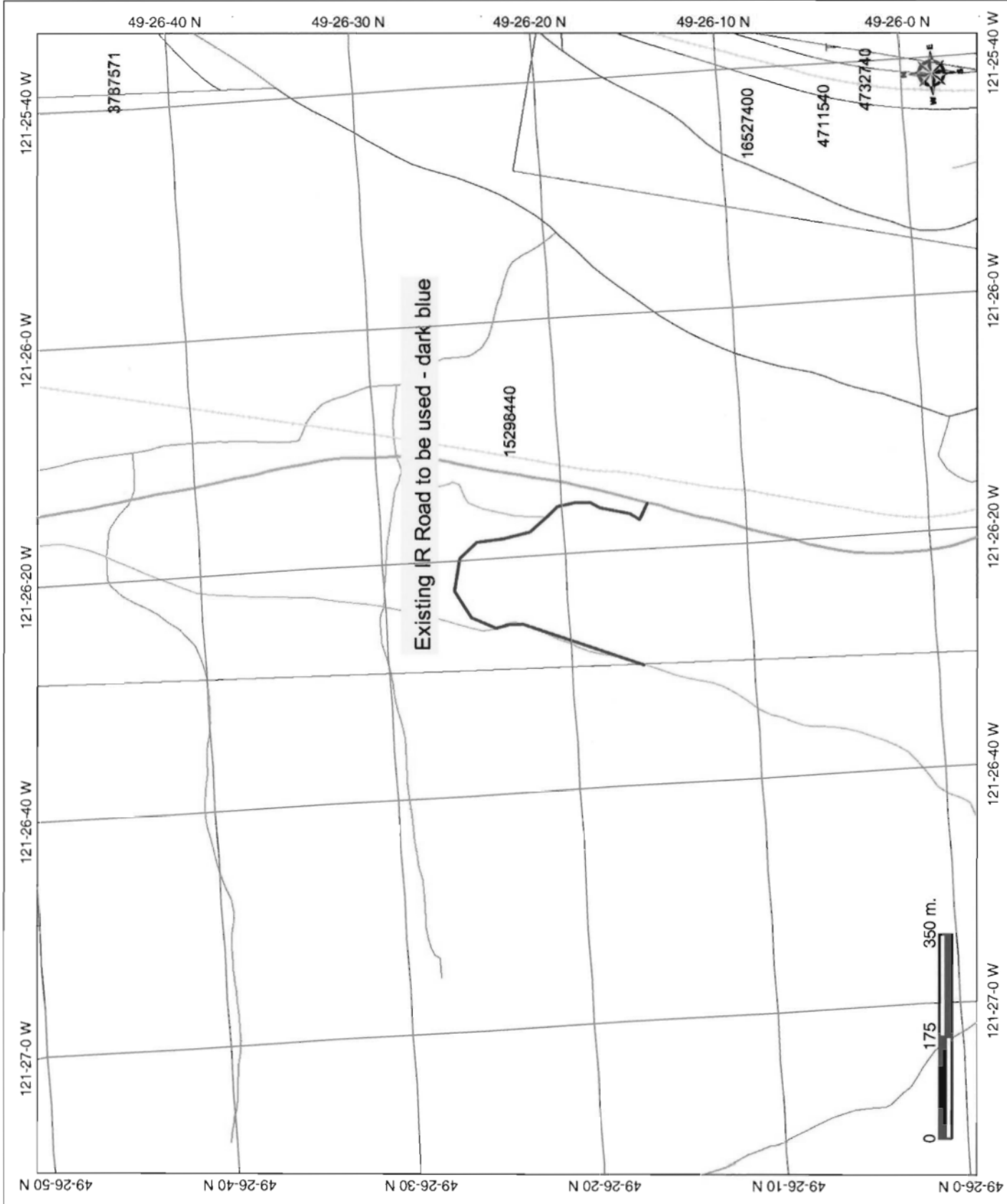
KIMBERLY MAE OTT
COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
C/O MINISTRY OF FORESTS AND RANGE
RESOURCE TENURES and ENGINEERING BRANCH
REAL ESTATE OPERATIONS
PO BOX 9510 STN PROV GOVT
VICTORIA BC V8W 9C2



Her Majesty the Queen in Right of the Province of
British Columbia as represented by the Minister
of Forests and Range


Authorized Signatory
James E. Langridge

Director, Resource Tenures and
Engineering Branch, Ministry of Forests and Range



Legend

- Major Cities
- Pending Tenure Roads
- Approved Tenure Roads
- Forest Service Road
- Road Permit
- SUP Road
- Retired Tenure Roads
- Surface Feature Points (1:20K)
- Surface Feature Lines (1:20K)
- Survey Parcel
- Indian Reserves
- Retired Timber Sales
- Pending Cut Blocks
- Approved Cut Blocks
- Retired Cut Blocks
- Pending Cut Permits
- Approved Cut Permits
- Retired Cut Permits
- Protected Areas
- Parks
- National Parks
- Provincial Parks
- Wildland
- Inundated Land
- Marsh
- Swamp

Scale: 1: 10,000

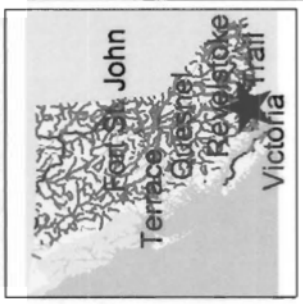
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CAUTION: Maps obtained using this site are not guaranteed to be accurate. The information is generated and may not reflect current conditions. Unchecked hazards may exist. DO NOT USE THESE MAPS FOR NAVIGATIONAL PURPOSES.

Data/Projection: NAD83, Albers Equal Area Conic

Key Map of British Columbia



Protocol Agreement

Between

Union Bar First Nation

And

BC Timber Sales – Chinook Business Area

This Protocol Agreement serves to outline the operational terms and conditions for access through Union Bar First Nation's Puckatholetchin Indian Reserve No. 11 ("the Lands") related to forest management activities associated with Blocks AM101 and AM102 of Timber Sale Licence A79883.

The Timber Sales Manager of the Chinook Timber Sales Office ("BCTS") and the Union Bar First Nation ("Union Bar") agree to the following terms and conditions:

- 1) The timelines for the sales and operational activities for Blocks AM101 and AM102 are:

<u>Activity</u>	<u>Dates</u>	<u>Access Required Through the Lands</u>
Layout & Development Work	July 19, 2007 to Oct 31, 2007	Mon to Fri
Advertising of Timber Sale	January 1, 2008 to March 31, 2008	Two week viewing period, possibly in Oct/Nov, 2007.
Timber Sale Licensee Harvesting	January 1, 2008 to March 31, 2009	Mon to Fri
Silviculture Activities	March 31, 2009 to March 31, 2023	1-5 times per year

- 2) Union Bar and BCTS agree that the operating hours for the conduct of activities are from daylight to daybreak. Outside of these hours, BCTS or the Licensee will contact the Union Bar Chief.
- 3) If the timelines or access required in (1) changes, BCTS will inform Union Bar of the changes.
- 4) BCTS will inform Union Bar when the sales of Blocks AM101 and AM102 are advertised.

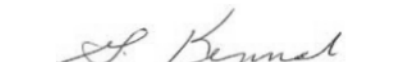
- 6) Union Bar will provide BCTS with two keys to access the locked gate on the Lands. BCTS will utilize one key and BCTS will provide the Licensee with the other key.
- 7) The two keys will not be duplicated.
- 8) BCTS will use reasonable diligence to ensure that the gate and lock are maintained and only opened for periods necessary for forest management activities and for emergency purposes.
- 9) BCTS will provide Union Bar with a sign for the gate within two months after this Protocol Agreement is signed.
- 10) Union Bar will provide BCTS with the wording for the sign mentioned in clause 9.
- 11) BCTS will deliver two inter-locking blocks to upgrade the Union Bar gate within two months after this Protocol Agreement is signed.
- 12) BCTS will ask the Licensee to assist in Union Bar's firewood production.
- 13) BCTS will inform Union Bar when the waste surveys are complete.
- 14) BCTS will share the scale slips and timber marks with Union Bar.
- 15) BCTS agrees to use its best efforts to ensure that all concerns of the Union Bar with respect to access activities are reasonably and expeditiously addressed.
- 16) During the term of Timber Sale Licence A79883, BCTS and Union Bar agree to meet quarterly to ensure that all of the concerns and expectations of all parties with respect to access activities are addressed in a fair and reasonable manner.
- 17) Prior to harvesting, BCTS will invite the Licensee and its sub-contractors to attend a meeting with the Union Bar to discuss communication and operational issues.
- 18) The intent of clauses 2, 6, 7, and 8 will be included in the Timber Sale Licence A79883.

The above listed terms and conditions, by which BCTS is provided access through the Lands are hereby agreed to by the undersigned.




Chief Andy Alex
Union Bar First Nation

Dated _____



Jerry Kennah
Timber Sales Manager
Chinook Business Area
BC Timber Sales


Dated _____



File: 10420-30/Union Bar First Nation

August 28th, 2014

Union Bar First Nation
PO Box 788
Hope, BC V0X 1L0

Dear Chief Andy Alex:

During annual bridge inspections, the Chilliwack Resource District of the Ministry of Forests, Lands and Natural Resources (FLNR) has identified four (4) bridges along the Squeah Forest Service Road (FSR) whose respective load ratings have been determined to be inadequate for safe public access.

(For your reference please find an attached map identifying the following structures).

ID #	Location	Type	Inspected	Load rating
CK-2253	3.20 km Squeah FSR	Rail Car (timber planks)	2013/11/06	2 tonnes
CK-2254	6.10 km Squeah FSR	Rail Car (timber planks)	2013/11/06	2 tonnes
CK-2255	7.90 km Squeah FSR	Log stringers/gravel deck	2013/11/06	0 tonnes
CK-2256	11.80 km Squeah FSR	Log stringers/gravel deck	2013/11/06	0 tonnes

Tamihi Logging has subsequently relocated the Squeah FSR around CK-2253 installing a new bridge upstream from the down rated CK-2253 structure and has removed and replaced structure CK-2254.

To address public safety on the remaining structures, FLNR is proposing to remove the crown structures CK-2255 and CK-2256 under a contract to Tamihi Logging and where practicable (subject to current legislation regarding streams bearing fish) establish a ford or wet crossing by September 30, 2014.

FLNR is also prepared to assist with measures to address safety concerns associated with the down rated CK-2253 structure located within the Trafalgar Flat 13 IR by removing that structure.

It is proposed that; the removal of the down rated CK-2253 structure from within the Trafalgar Flat 13 IR will be without prejudice, in-kind and in lieu of any fees associated with a short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs. The short term access agreement will commence concurrent with the aforementioned bridge removal works proposed and will conclude on December 31, 2019. The short term access agreement will be for Ministry personnel only for the purpose of conducting forestry or other resource related activities.

Please indicate your acknowledgement and agreement with the terms detailed in this letter by signing where indicated below.

Yours
truly,



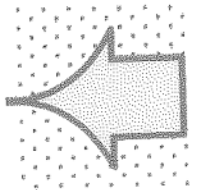
Allan Johnsrude, RPF
District Manager, Chilliwack Natural Resource District
Ministry of Forests, Lands and Natural Resource Operations

I/We hereby acknowledge that I/we have read and understand the above letter and agree to the terms and conditions mentioned therein.

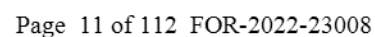
Dated this 28th of August, 2014.



Chief Andy Alex
Union Bar First Nation



FOREST REGION : RCO FOREST DISTRICT : DCK	TSA: FRASER LAND DISTRICT : YDYL		MGT UNIT TYPE : Timber Supply Area MGT UNIT NO: 30
BCGS MAPSHEET NO : 02H043	SCALE : 1:50,000	UTM ZONE: 10 NAD 83	DRAWN BY : LMSCOTT DATE : Aug 15, 2014





THE GRANTOR AND THE GRANTEE NOW AGREE AS FOLLOWS:

1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee now agree as follows:

The Grantor grants to the Grantee and to the Grantee's employees, agents, invitees and contractors, a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees and contractors to pass and repass along, and over the right-of-way, together with the right to upgrade and maintain roads within the right-of-way, including relocating or constructing roads, for the purpose of conducting forestry or other resource related activities.

2. Grantee Expenditures

Should any of the existing roads within the said right-of-way become a Forest Service Road by acquisition under Section 121 of the *Forest Act*:

- a. the Grantee will not use the foregoing expenditures for the purposes of claiming the existing road through the Lands as a public or Forest Service Road.

3. Payment

For the term of this Agreement, the Grantee will pay the Grantor a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted. The Grantee will compensate the Grantor by removing the down rated CK-2253 structure from within the Trafalgar Flat 13 IR. This work will be without prejudice, in-kind and in lieu of any fees associated with this short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

4. Terms of Agreement

- a) The term of this Agreement is for five(5) years, commencing August 28th, 2014, and ending on December 31st, 2019, unless sooner terminated or extended in accordance with this agreement.
- b) It is agreed that, without derogating from the fact that the statutory right-of-way granted herein is granted over all the Lands, the Grantee agrees, as a personal covenant rather than a modification of the statutory right-of-way granted herein, that the exercise of the right to pass and repass along, and over Lands granted hereby shall only be exercised by it and by its employees, agents and contractors along and over those portions of the Lands containing the roads approximately shown on the sketch plan attached hereto as Schedule "A", and having a width of twenty (20) metres, centred on the centre line of each such road.
- c) The Grantee, at its sole discretion, may terminate this agreement by giving the Grantor six (6) months written notice.

5. Promises

a) The Grantee will:

- (i) use, and permit the use of, the right-of-way only for the purposes set out in section 1 and for no other purpose without the express written consent of the Grantor, which consent shall not be unreasonably withheld;
- (ii) use, and permit the use of, the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) use its best efforts to prevent, control and extinguish any fire on the Lands which the Grantee, its employees, agents, invitees and contractors may cause, and will conform to and observe the provisions of the *Wildfire Act* (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Grantee will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Grantee is responsible under this subsection on an actual cost basis and not on the Grantee scale;
- (iv) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (v) ensure that the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors does not impair or obstruct the condition of the right-of-way;
- (vi) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors;
- (vii) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the right-of-way by the Grantee, its employees, agents, invitees or contractors, excepting always liability arising out of the acts or omissions of the Grantor, its employees, agents, invitees or contractors;
- (viii) not claim any indemnity or compensation from the Grantor for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of the Grantor or any party for whom they are responsible.

b) The Grantor will:

- i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

6. Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

a. To the Province:

District Manager
Chilliwack Natural Resource District
Ministry of Forests, Lands and Natural Resource Operations
46360 Airport Road, Chilliwack, BC, V2P 1A5

b. To the Grantor:

Union Bar First Nation
PO Box 788
Hope, BC V0X 1L0

or at such other addresses as the parties hereto may from time to time designate in writing.

7. Defaults

If the Grantee, its employees, agents, invitees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after the Grantor has given notice to the Grantee specifying the default and requesting it be cured, the Transferor may suspend all rights of the Grantee under this Agreement while this default continues. While its rights under this Agreement are suspended, the Grantee will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Grantee shall not operate as a waiver of its rights with respect to any continuing subsequent default.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Grantor and the Grantee regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Grantee concerning the right-of-way that are not expressly set out in this Agreement.

9. Enurement

This Agreement will enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and permitted assigns. The word *Grantor* is deemed to include the heirs, executors, administrators, successors, and assigns, wherever the context so admits.

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

11. Arbitration

If any dispute shall arise between the parties concerning the rights and obligations contained in this Agreement created herein, which dispute cannot be resolved by agreement, then the dispute shall be resolved pursuant to the *Commercial Arbitration Act* of the Province of British Columbia.

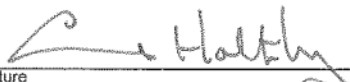
12. Execution

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Witnesses

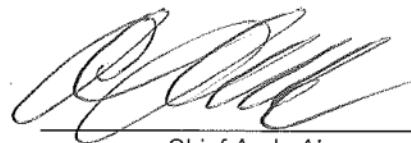
Execution Date

Parties' Signatures

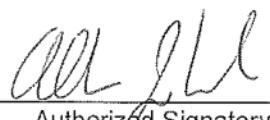

Signature
EDWARD A. HOLTBY
Printed name
42965 LUMSDEN RD.
Address
CHILLIWACK, B.C V2R4R5
MANAGER
Occupation
TAMIHI LOGGING CO.

Officer Signature

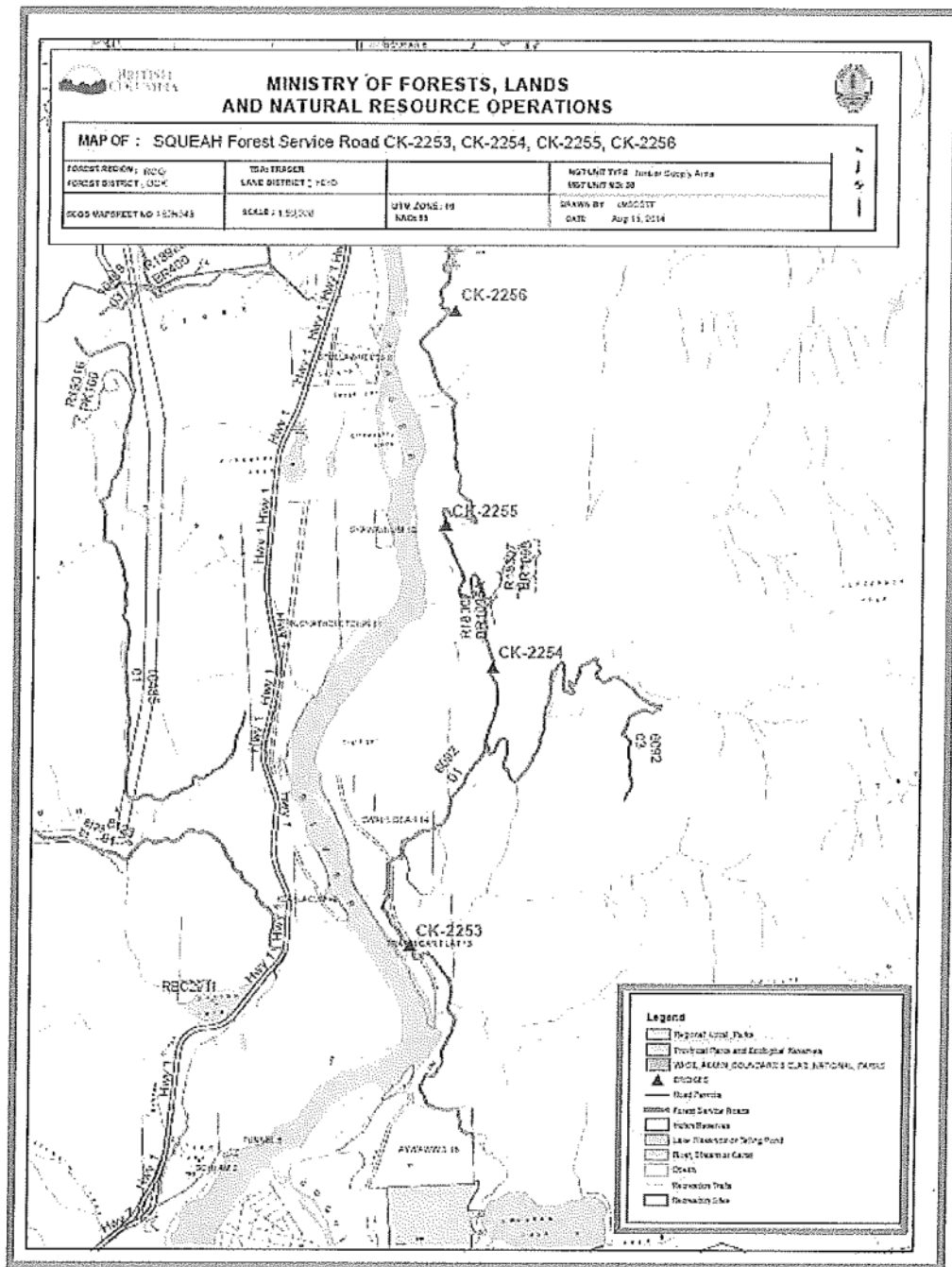
Y	M	D
2014	08	28


Chief Andy Alex,
Union Bar First Nation

Her Majesty the Queen in Right of the
Province of British Columbia as
represented by the Minister of Forests,
Lands and Natural Resource Operations


Authorized Signatory
Allan Johnsrude
District Manager,
Chilliwack Natural Resource District,
Ministry of Forests, Lands and Natural
Resource Operations

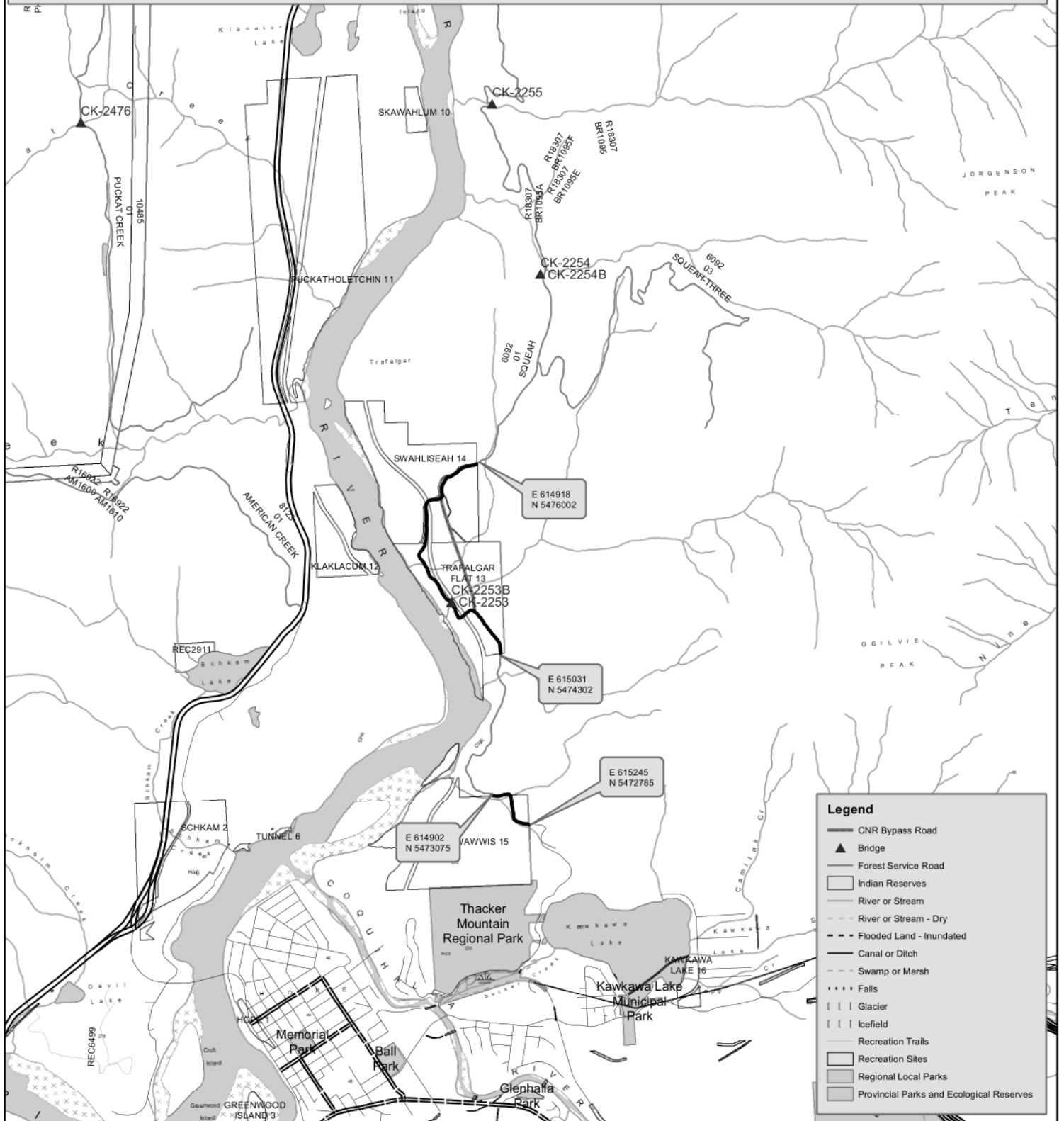
Schedule "A"



End of Document

MAP OF: SQUEAH FSR6092.01 Right of Way Agreement (shown bolded black)

FOREST REGION: RSC FOREST DISTRICT: DCK	TSA: 30 - FRASER LAND DISTRICT: YDYD	UTM ZONE: 10 NAD: 83	MGT UNIT TYPE: Timber Supply Area MGT UNIT NO: 30
ESF SUBMISSION ID: BCGS MAPSHEET NO: 92H043	SCALE: 1:50,000		DRAWN BY: Chilliwack Forest District DATE: July 14, 2015





File: 00146-45/Union

October 18, 2016

VIA EMAIL

Mr. Stan H. Ashcroft
Ashcroft and Company
Suite 205-1544 Marine Drive
West Vancouver, British Columbia
V7V 1H8
Email: stan@ashcroftlaw.com

Re: Union Bar First Nation; File No.: 9694

Dear Mr. Stan H. Ashcroft;

Further to our telephone discussions, please find attached the agreement that BC Timber Sales executed with Chief Andy Alex, Union Bar First Nation on July 18, 2007. It is the only agreement that BCTS has on record and refers to Timber Sale License A79883 which has since been logged and planted.

The Chilliwack Forest District was canvassed on your behalf and I have included the agreements they have on file.

I look forward to our meeting at the end of the month wherein we can discuss more wholesomely the current activities on-going in the Fraser Timber Supply Area that may be of interest to Chief Alex.

Yours truly,

Kerry Grozier
Timber Sales Manager
Chinook Business Area
BC Timber Sales



File: 00146-45/Union

October 18, 2016

VIA EMAIL

Mr. Stan H. Ashcroft
Ashcroft and Company
Suite 205-1544 Marine Drive
West Vancouver, British Columbia
V7V 1H8
Email: stan@ashcroftlaw.com

Re: Union Bar First Nation; File No.: 9694

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The Chilliwack Forest District was canvassed on your behalf and I have included the agreements they have on file.

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Yours truly,

Kerry Grozier
Timber Sales Manager
Chinook Business Area
BC Timber Sales

Union Bar First Nation

From: Ferraro, Amanda FLNR:EX </O=BCGOVT/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DD743BFDC6B543FA8B1895A39722EC1F-FERRARO, AMANDA F>
To: stan@ashcroftlaw.com
Cc: Grozier, Kerry FLNR:EX <Kerry.Grozier@gov.bc.ca>
Sent: October 18, 2016 11:27:07 AM PDT
Attachments: Union_Bar_Letter_18Oct2016_signed.pdf, Access_Agreement_A79883_18Jul07.pdf, District_Union Bar First Nation Access Agreement.pdf, District_ROW_Agreement_FSR6092_ExA.pdf, BCTS_Protocol_Agreement_A79883_18Jul07.pdf

Good morning Mr. Ashcroft,

Please find attached, a letter from Kerry Grozier in response to your request dated September 29, 2016 as well as the agreements relating to Union Bar First Nation.

Regards,

Amanda Ferraro, Business Administrator
BC Timber Sales, Chinook Business Area
Ministry of Forests, Lands & Natural Resource Operations
Phn: 604.702.5788
E-Mail: Amanda.Ferraro@gov.bc.ca

Delivered: Union Bar First Nation

From: postmaster2@ashcroftlaw.com
To: Amanda.Ferraro@gov.bc.ca, stan@ashcroftlaw.com
Sent: October 18, 2016 11:27:19 AM PDT
Attachments: Union Bar First Nation

Your message has been delivered to the following recipients:

'stan@ashcroftlaw.com'

Subject: Union Bar First Nation

Union Bar First Nation

From: Ferraro, Amanda FLNR:EX <Amanda.Ferraro@gov.bc.ca>
To: stan@ashcroftlaw.com
Cc: Grozier, Kerry FLNR:EX <Kerry.Grozier@gov.bc.ca>
Sent: October 18, 2016 11:27:09 AM PDT

**ASHCROFT &
COMPANY**

Barristers and Solicitors
Suite 205 – 1544 Marine Drive
West Vancouver, BC, Canada, V7V 1H8
Tel: (604) 913-1611; Fax: (604) 913-1622

FAX

Date:	September 29, 2016	Our File:	9694
Transmit to:	BC Timber Sales Headquarters	From:	Stan H. Ashcroft
Fax No.:	(250) 356-6209	No. pages:	2
Attention:	-	Transmitted by:	Jessica

Originals will be:

- ☐ mailed to you
- ☐ couriered to you
- ☒ remain on our file

If there is any problem with this transmission, please contact our receptionist at (604) 913-1611.

Message: Please see attached correspondence.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. ANY OTHER DISTRIBUTION COPYING OR REVIEW IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL TRANSMISSION TO US BY MAIL WITHOUT MAKING COPY.

**ASHCROFT
&
COMPANY**

BARRISTERS & SOLICITORS
SUITE 205 - 1544 MARINE DRIVE
WEST VANCOUVER, B.C., CANADA V7V 1H8
TELEPHONE: (604) 913-1611 FAX: (604) 913-1622
TOLL FREE: 1-888-913-1611

Reply attention of:

Stan H. Ashcroft
stan@ashcroftlaw.com

File No.: 9694

September 29, 2016

VIA FAX: (250) 356-6209 & EMAIL: Forests.BCTimberSalesHQOffice@gov.bc.ca

BC Timber Sales Headquarters
PO Box 9507 Stn Prov Govt
Victoria, BC V8W 9C2

Dear Sirs/Madames:

Re: Union Bar First Nation

Please be advised that I am legal counsel for the Union Bar First Nation. Chief Andy Alex has advised me that there is an agreement, as between Union Bar and BC Timber Sales with respect to Union Bar's woodlot; however, he has been unable to locate a copy of same. As such, he has asked that I request of you that you provide to me Union Bar's woodlot licence, together with the agreement as between Union Bar and BC Timber Sales and any other relevant documentation. I would appreciate your providing this documentation to me at your earliest opportunity.

Yours very truly,

ASHCROFT & COMPANY

Per:

Stan H. Ashcroft

SHA/jw

cc: Chief Andy Alex

bandad/9694/ltr.05

Issued at Victoria, British Columbia this 5th day of June, 2014.

Issued to:

INDIGENOUS AND NORTHERN AFFAIRS CANADA
600 1138 MELVILLE ST
VANCOUVER, BC, CANADA V6E4S3

Timber Mark as shown below, is issued under the provisions of Part 5 of the Forest Act and may be used on timber cut only on the land identified as:

TRAFALGAR FLAT IR #13, LATITUDE 49 DEGREES, 25 MINUTES NORTH; LONGITUDE 121 DEGREES, 25 MINUTES WEST; SWAHLISEASH IR #14, LATITUDE 49 DEGREES, 25 MINUTES NORTH, LONGITUDE 121 DEGREES, 25 MINUTES NORTH

Crown Granted: VARIOUS

Inventory Region/Compartment/Letter:

South Coast Natural Resource Region

Chilliwack Natural Resource District

TIMBER MARK DESIGNATION

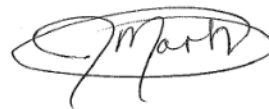
Indian Reserve

I R O
7 1 3

This Timber Mark expires on 4th day of June, 2019.

A Timber Mark issued under Section 85 of the Forest Act is not transferable.

This Timber Mark certificate and the Timber Mark may be cancelled as per Section 85(5).



Janelle Martins
Registrar of Timber Marks

TIMBER MARK	SCALE SITE	SCALING PERIOD	SPECIES	PRODUCT	GRADE	BILLING TYPE	VOLUME SCALED	TOTAL AMOUNT	ROYALTY AMOUNT	RESERVE STUMPAGE AMOUNT	BONUS STUMPAGE AMOUNT	SILV LEVY AMOUNT	DEV LEVY AMOUNT	ENTRY TIMESTAMP	ENTRY USER ID	UPDATE TIME STAMP	UPDATE USER ID
IR0713	12V	14-09-30	BA		J	NP	3.701	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	CE		J	NP	13.888	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	CE		U	NP	7.059	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		C	NP	10.072	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		H	NP	13.569	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		I	NP	17.817	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		J	NP	33.922	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		U	NP	14.969	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		H	NP	5.988	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		I	NP	3.132	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		J	NP	36.837	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		U	NP	7.85	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	3840	14-10-31	BA		U	NP	6.634	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	BI		W	NP	0.393	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	BI		Y	NP	0.338	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		H	NP	26.231	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		I	NP	42.779	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		J	NP	50.195	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		M	NP	2.36	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		U	NP	31.844	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		Y	NP	0.236	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		C	NP	2.83	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		H	NP	6.683	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		I	NP	24.653	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		J	NP	30.833	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		U	NP	28.72	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	HE		I	NP	7.94	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	HE		J	NP	7.412	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	HE		U	NP	76.841	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	MA		W	NP	0.551	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	MA		Y	NP	1.697	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-11-30	BA		I	NP	1.893	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	BA		J	NP	1.046	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	BA		U	NP	10.14	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		H	NP	17.826	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		I	NP	18.952	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		J	NP	43.727	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		M	NP	2.775	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		U	NP	15.003	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		X	NP	0.216	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		H	NP	9.682	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		I	NP	14.092	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		J	NP	10.644	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		U	NP	6.193	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		X	NP	0.214	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	HE		I	NP	23.245	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	HE		J	NP	8.115	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	HE		U	NP	36.778	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	7200	14-10-31	AL		W	NP	0.144	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	AL		Y	NP	0.058	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		H	NP	0.006	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		J	NP	3.319	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		U	NP	4.506	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		X	NP	0.178	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		Y	NP	0.082	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		Z	NP	0.004	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BI		W	NP	0.002	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BI		Y	NP	0.009	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	

IR0713	7200	14-10-31	CE		J	NP	0.007	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CE		U	NP	0.039	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CE		Y	NP	0.002	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CE		Z	NP	0	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		J	NP	0.07	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		U	NP	0.175	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		X	NP	0.016	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		Y	NP	0.007	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		Z	NP	0	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		J	NP	0.247	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		U	NP	0.373	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		X	NP	0.033	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		Y	NP	0.01	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		Z	NP	0.001	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		H	NP	0.009	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		I	NP	0.022	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		J	NP	9.975	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		U	NP	12.686	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		X	NP	0.537	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		Y	NP	0.205	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		Z	NP	0.01	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		J	NP	0.006	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		U	NP	0.004	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		X	NP	0.002	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		Y	NP	0.001	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	MA		W	NP	0.003	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	SP		J	NP	0.025	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	SP		U	NP	0.041	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	SP		Y	NP	0	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	

This report returns all scale data in Harvest Billing System (2003 to present) for private timber mark IR071:
 This timber mark was issued for Trafalgar Flat IR#13 and Swahliseash IR #14
 Issued 2014-06-05 and expired 2019-06-04

Squeah FSR Map Second Draft

From: Scott, Lindsay M FLNR:EX <Lindsay.Scott@gov.bc.ca>
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Sent: August 15, 2012 1:49:34 PM PDT
Attachments: Squeah_location.pdf
Hi Randall

Next draft.

Lindsay Scott

Geomatic Services

Ministry of Forests, Lands and Natural Resource Operations

Chilliwack District

Phone: 604 702-5703

Fax: 604 702-5711

"Recording the past, monitoring the present, and modelling the future."



MINISTRY OF FORESTS, LANDS
AND NATURAL RESOURCE OPERATIONS



MAP OF : PART OF SQUEAH FOREST SERVICE ROAD

FOREST REGION: RCO
FOREST DISTRICT: DCK

TSA: 30 - FRASER
LAND DISTRICT: YDYD

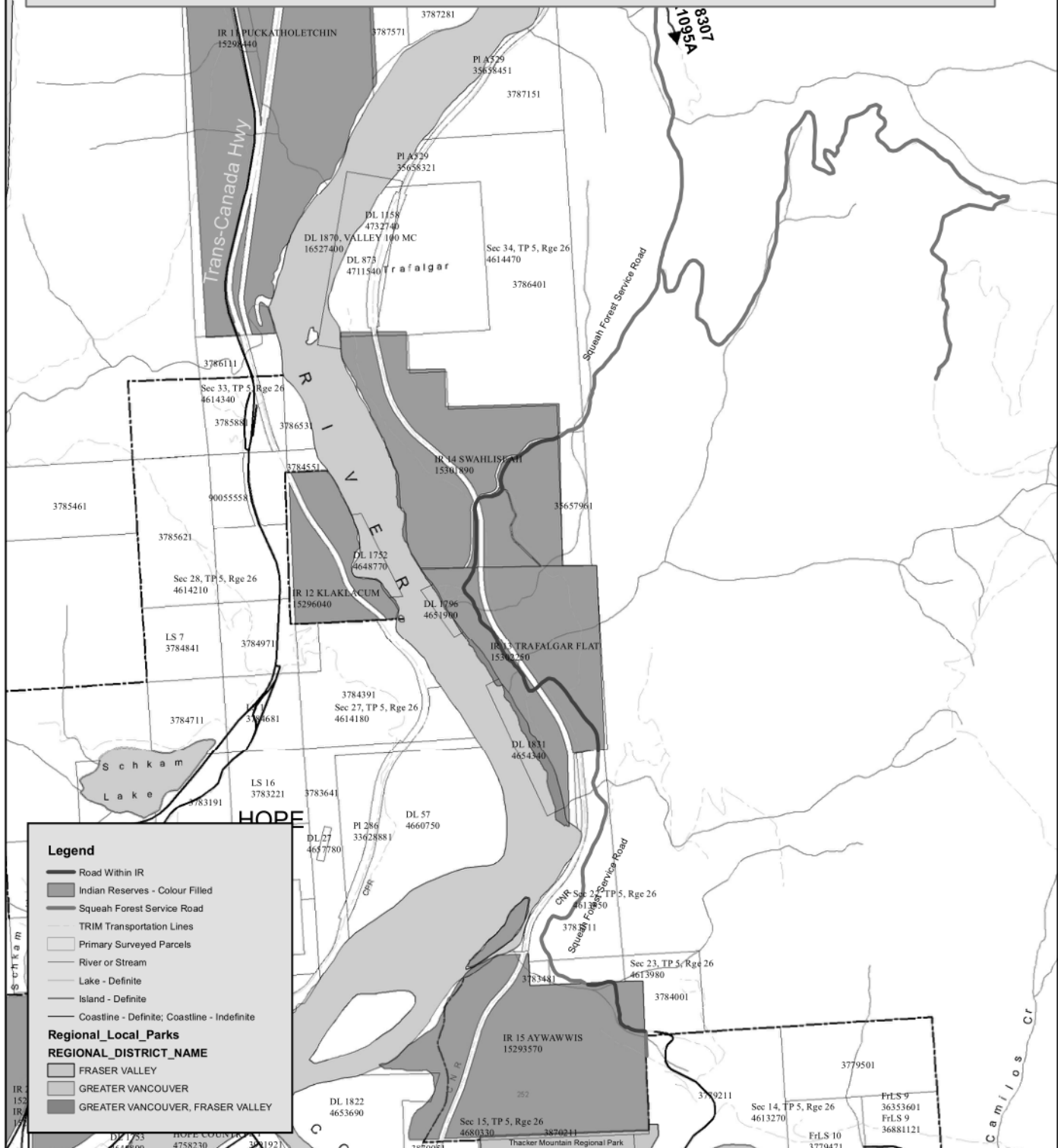
UTM ZONE: 10
NAD: 83

MGT UNIT TYPE: Timber Supply Area
MGT UNIT NO: 30

ESF SUBMISSION ID:
BCGS MAPSHEET NO: 92H024

SCALE: 1:30,000
Area (ha) :

DRAWN BY: LMScott
DATE: Aug 15, 2012



Squeah FSR

From: Dayton, Randall FLNR:EX
To: junequipp@msn.com
Sent: August 15, 2012 3:50:22 PM PDT
Attachments: Squeah_location.pdf - Adobe Acrobat.pdf

Good afternoon June,

Please find attached a copy of a map identifying the Squeah FSR as it relates to three IRs; [IR 15 AYWAWWIS, IR 13 TRAFALGAR FLAT and IR 14 SWAHLISEAH].

In regard to your inquiry about the condition of the road and who is responsible for maintenance. Our records indicate that 606546 BC Ltd is the designated maintainer for road sections 0m to 140m, 700m to 2200m and from 4600m to 7300m. They are associated with the Dorman Group.

The sections 140m to 700m, 2200m to 4600m are within the above listed IRs. Access across or improvements within these IRs requires both First Nation and Federal approval. Similar to access across private property, the Province, members of the public and industrial users requiring access through an IR will need to secure approval with the land owner which in the case of the IRs listed above is the First Nation and Federal Government. Our records indicate that the Province does not have a secured access through these IRs and as such has no authority to direct works or make improvements to lands within these IRs.

If you have questions or require any additional information please contact me.

Regards

Randall Dayton RFT

Resource Manager Authorizations

Ministry of Forests, Lands and Natural Resource Operations

Chilliwack Forest District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

Phone (604) 702-5721 Fax: (604) 702.5711 Mobile: (604) 316-5511

FW: Squeah FSR

From: Dayton, Randall FLNR:EX
To: Johnsrude, Allan N FLNR:EX <Allan.Johnsrude@gov.bc.ca>
Cc: Grozier, Kerry FLNR:EX <Kerry.Grozier@gov.bc.ca>
Sent: August 15, 2012 4:36:38 PM PDT
Attachments: Squeah_location.pdf - Adobe Acrobat.pdf
FYI

s.22 called regarding who will grade the road.^{s.22} and said that the road is rough.^{s.22} was concerned that there is an FSR and why aren't we looking after it. In case this becomes a bigger issue thought I should share with the two of you what I have said

Randall Dayton RFT

Resource Manager Authorizations
Ministry of Forests, Lands and Natural Resource Operations
Chilliwack Forest District
46360 Airport Road Chilliwack B.C., V2P 1A5
Randall.Dayton@gov.bc.ca
Phone (604) 702-5721 Fax: (604) 702.5711 Mobile: (604) 316-5511

From: Dayton, Randall FLNR:EX
Sent: Wednesday, August 15, 2012 3:50 PM
To: s.22
Subject: Squeah FSR

s.22
Good afternoon

Please find attached a copy of a map identifying the Squeah FSR as it relates to three IRs; [IR 15 AYWAWWIS, IR 13 TRAFALGAR FLAT and IR 14 SWAHLISEAH].

In regard to your inquiry about the condition of the road and who is responsible for maintenance. Our records indicate that 606546 BC Ltd is the designated maintainer for road sections 0m to 140m, 700m to 2200m and from 4600m to 7300m. They are associated with the Dorman Group.

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If you have questions or require any additional information please contact me.

Regards

Randall Dayton RFT

Resource Manager Authorizations
Ministry of Forests, Lands and Natural Resource Operations
Chilliwack Forest District
46360 Airport Road Chilliwack B.C., V2P 1A5
Randall.Dayton@gov.bc.ca
Phone (604) 702-5721 Fax: (604) 702.5711 Mobile: (604) 316-5511



MINISTRY OF FORESTS, LANDS
AND NATURAL RESOURCE OPERATIONS



MAP OF : PART OF SQUEAH FOREST SERVICE ROAD

FOREST REGION: RCO
FOREST DISTRICT: DCK

TSA: 30 - FRASER
LAND DISTRICT: YDYD

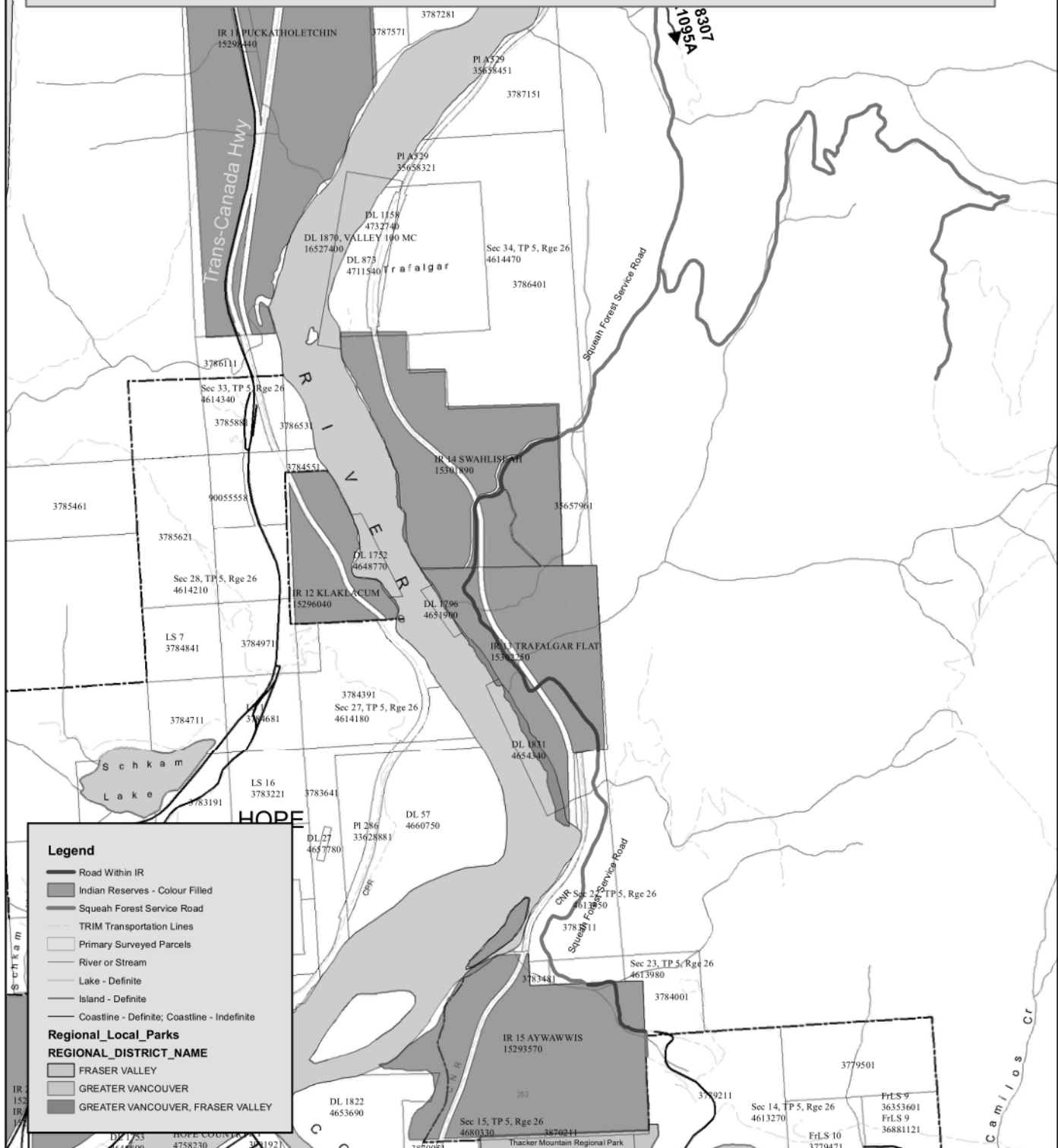
UTM ZONE: 10
NAD: 83

MGT UNIT TYPE: Timber Supply Area
MGT UNIT NO: 30

ESF SUBMISSION ID:
BCGS MAPSHEET NO: 92H024

SCALE: 1:30,000
Area (ha) :

DRAWN BY: LMScott
DATE: Aug 15, 2012



RUP Documents for 606546 BC Ltd on Squeah FSR

From: Scott, Lindsay M FLNR:EX <Lindsay.Scott@gov.bc.ca>
To: Ladd, Jeff R FLNR:EX <Jeff.Ladd@gov.bc.ca>
Cc: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Sent: November 13, 2013 10:49:26 AM PST
Attachments: D6795712F 6092-12-01 FS102.pdf, D6795612F 6092-12-01 cover letter for Squeah RUP to Dorman.pdf

Lindsay Scott

GIS Services
Ministry of Forests, Lands and
Natural Resource Operations
Chilliwack District
Phone: 604 702-5703



File: 11360-20/6092-12-01

May 29, 2012

Jan Jonker
606546 BC Ltd.
C/O Tamihi Logging Co. Ltd.
42255 Arnold Road
Chilliwack BC V2R 4H8

Dear Jan Jonker:

Re: Road Use Permit 6092-12-01 Squeah FSR

Enclosed is Road Use Permit 6092-12-01 authorizing use of the Forest Service roads (FSR's) listed on the Schedule A of the road use permit documents or shown on the attached maps.

Where indicated as such on the Schedule A or map, you are required to maintain those section(s) of Forest Service Road as required by the district manager in accordance with current legislation. The following is a summary of known safety hazards and key information regarding road activities:



- Poor sightline visibility due to roadside brush
- Road has not been used for industrial traffic since ~2008
- The loadrating on following bridges on the Squeah FSR and the road section through IR 13 have been downrated:

Bridge No.	Km	Loadrating from 2010 inspections (GVW)	Comments
CK2253	3.2 km within IR	5 Tonnes	Railcar overtop rotten Wood Crib x2
CK2254	6.1 km	5 Tonnes	Welded Railcar, deck is in poor condition, overspanning rotten log stringer superstructure on rotten Wood Crib x2

Upon termination of this permit, if you are the road user responsible for road maintenance, all of the above-noted road sections must be at minimum left in a Wilderness Road environmental level of maintenance which ensures that:

- The road and included structures are in a self maintaining state (for example, activities may include culvert removal, waterbars, cross-ditches and safe-fails at drainage structures)
- The structural integrity of the road prism and clearing width are protected (maintenance activities may include armoured drainage outflows, revegetation of disturbed soils, partial or full pullback of sideslopes)
- The drainage systems of the road are functional (for example, ditch and culvert cleaning)

Ministry of Forests,
Lands and Natural
Resource Operations

Location: Chilliwack District

Mailing Address:
46360 Airport Road
Chilliwack, BC V2P 1A5

Tel: (604) 702-5700
Fax: (604) 702-5711

It is my expectation that these maintenance standards are met to my satisfaction prior to the permittee being relieved of its road permit obligations.

For clarification, those road sections within Indian Reserve (IR) 13, IR 14 and IR 15 are not authorized under this RUP. It is your responsibility to ensure that a road use agreement is in place with the Union Bar First Nation for your use of roads within IR 13, IR 14 and IR 15.

The Ministry of Forests, Lands and Natural Resource Operations will continue to carry out periodic inspections of Forest Service bridges and major culverts. The designated maintainer responsible for maintenance of a FSR is responsible for addressing deficiencies identified in Ministry supplied bridge inspection reports. If responsible for maintenance, please note that you may be required to carry out the necessary repair or replacement of bridges and major culverts. Maintenance work shall be consistent with any applicable legislation. For your information, bridge inspections and a bridge location map are posted on Chilliwack District's ftp site at:

<http://www.for.gov.bc.ca/ftp/DCK/external/!publish/ENGINEERING/>

Note this information may not be an exhaustive list of structures and it is the RUP holder's responsibility to ensure all structures contemplated for use have an appropriate inspection and load rating assigned to them prior to use. Where Ministry inspection reports are not current or available, or where there are suspected changes to the condition of a structure from the available inspection report, it is the responsibility of the designated maintainer to carry out their own inspections and corresponding load ratings and repair prescriptions using a qualified professional and contact the Ministry Engineer to discuss their findings prior to use.

The designated maintainer is also responsible for and must ensure all signs are in place during active operations.

If you are not responsible for maintenance work, you are obliged to reach agreement with the user indicated on the Schedule A or map that is responsible as to your reasonable share of the maintenance costs for individual roads.

This letter is integral to the Road Use Permits and should be attached thereto.

Yours truly,

 Digitally signed by Allan Johnsrude, RPF
DN: cn=Allan Johnsrude, RPF,
o=Ministry of Forests and Range,
ou=Chilliwack Forest District,
email=Allan.Johnsrude@gov.bc.ca,
c=CA
Date: 2012.05.29 10:56:46 -0700

Allan Johnsrude, RPF
District Manager
Chilliwack District

Attachment(s): RUP Documents, Location Maps

Proposal to remove Bridges on Squeah FSR

From: Dayton, Randall FLNR:EX
To: Chiefandy7632@gmail.com
Cc: Ted Holtby^{s.22}
Sent: August 15, 2014 2:21:32 PM PDT
Attachments: Squeah FSR Bridge Removal Proposal.pdf, image003.png, Union Bar Squeah FSR Bridge removal proposal.pdf

Dear Chief Andy Alex,

Please find attached a proposal to remove remaining three (3) bridge on the Squeah FSR due to their downgraded load rated and safety related issues.

Should you have any questions or require any additional information please contact me

Regards.



Randall Dayton RFT

Resource Manager
Chilliwack Forest District

46360 Airport Road Chilliwack B.C., V2P 1A5

✉ Randall.Dayton@gov.bc.ca

☎ Phone (604) 702-5700 📠 Fax: (604) 702.5711 📱 Mobile: (604) 316-5511

This message is intended only for the use of the individual or entity to whom it is addressed and may contain information (including all attachments) that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please notify the sender immediately and delete the original and any copies of this message. Please do not print, copy, disseminate, or otherwise use this information. Thank you

FW: Proposal to remove Bridges on Squeah FSR

From: Dayton, Randall FLNR:EX
To: Ladd, Jeff R FLNR:EX <Jeff.Ladd@gov.bc.ca>, Miller, Tyson FLNR:EX <Tyson.Miller@gov.bc.ca>, Horvath, Deanna FLNR:EX <Deanna.Horvath@gov.bc.ca>, Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Cc: Johnsrude, Allan N FLNR:EX <Allan.Johnsrude@gov.bc.ca>
Sent: August 15, 2014 2:33:43 PM PDT
Attachments: Squeah FSR Bridge Removal Proposal.pdf, image003.png, Union Bar Squeah FSR Bridge removal proposal.pdf

Please find attached correspondence with Chief Andy Alex and Tamihi logging as it relates to a proposed direct award contract for the Road Deactivation (bridge removal) Squeah FSR Contract or File No: EN14LMN311.

I have started the 1198, 1340 etc however they will still need some more work before a contract can be signed. I have briefed Allan and he is supportive of moving the proposal up line for approval.

I have asked Ted to get back to us with an estimate to remove the structures, (hourly makes sense to me). We can supply the environmental monitor / biologist if need be.

Randall Dayton RFT

Resource Manager
Chilliwack Forest District
46360 Airport Road Chilliwack B.C., V2P 1A5
Randall.Dayton@gov.bc.ca
Phone (604) 702-5700 Fax: (604) 702.5711 Mobile: (604) 316-5511

From: Dayton, Randall FLNR:EX
Sent: Friday, August 15, 2014 2:22 PM
To: Chiefandy7632@gmail.com
Cc: 'Ted Holtby'
Subject: Proposal to remove Bridges on Squeah FSR

Dear Chief Andy Alex,

Please find attached a proposal to remove remaining three (3) bridge on the Squeah FSR due to their downgraded load rated and safety related issues.

Should you have any questions or require any additional information please contact me

Regards.



Randall Dayton RFT

Resource Manager
Chilliwack Forest District

46360 Airport Road Chilliwack B.C., V2P 1A5

✉ Randall.Dayton@gov.bc.ca

☎ Phone (604) 702-5700 📠 Fax: (604) 702.5711 📱 Mobile: (604) 316-5511

This message is intended only for the use of the individual or entity to whom it is addressed and may contain information (including all attachments) that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, please notify the sender immediately and delete the original and any copies of this message. Please do not print, copy, disseminate, or otherwise use this information. Thank you



File: 10420-30/Union Bar First Nation

August 15, 2014

Union Bar First Nation
PO Box 788
Hope, BC V0X 1L0

Dear Chief Andy Alex:

During annual bridge inspections, the Chilliwack Resource District of the Ministry of Forests, Lands and Natural Resources (FLNR) has identified four (4) bridges along the Squeah Forest Service Road (FSR) whose respective load ratings have been determined to be inadequate for safe public access.

(For your reference please find an attached map identifying the following structures).

ID #	Location	Type	Inspected	Load rating
CK-2253	3.20 km Squeah FSR	Rail Car (timber planks)	2013/11/06	2 tonnes
CK-2254	6.10 km Squeah FSR	Rail Car (timber planks)	2013/11/06	2 tonnes
CK-2255	7.90 km Squeah FSR	Log stringers/gravel deck	2013/11/06	0 tonnes
CK-2256	11.80 km Squeah FSR	Log stringers/gravel deck	2013/11/06	0 tonnes

Tamihi Logging has subsequently relocated the Squeah FSR around CK-2253 installing a new bridge upstream from the down rated CK-2253 structure and has removed and replaced structure CK-2254.


To address public safety on the remaining structures, FLNR is proposing to remove the crown structures CK-2255 and CK-2256 under a contract to Tamihi Logging and where practicable (subject to current legislation regarding streams bearing fish) establish a ford or wet crossing by September 30, 2014.

FLNR is also prepared to assist with measures to address safety concerns associated with the down rated CK-2253 structure located within the Trafalgar Flat 13 IR by removing that structure.

It is proposed that; the removal of the down rated CK-2253 structure from within the Trafalgar Flat 13 IR will be without prejudice, in-kind and in lieu of any fees associated with a short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs. The short term access agreement will commence concurrent with the aforementioned bridge removal works proposed and will conclude on December 31, 2019. The short term access agreement will be for Ministry personnel only for the purpose of conducting forestry or other resource related activities.

We look forward to hearing from you affirming your support of this proposal prior to our commencement of the works. Should you have any questions or concerns please contact me.

Yours truly,

 Randall Dayton
2014.08.15
14:10:19 -07'00'

Randall Dayton RFT
Resource Manager Authorization
Chilliwack Resource District

Ministry of Forests, Lands
and Natural Resource
Operations

Chilliwack Natural Resource District

Mailing Address:
46360 Airport Road
Chilliwack, BC, V2P 1A5

Tel: (604) 702-5700
Fax: (604) 702-5711

FW: Squeah FSR: Large Tree Hangup at 4km

From: Dayton, Randall FLNR:EX
To: XT:Rees, Jay FLNR:IN <jay.tamihilog@shaw.ca>
Cc: Ted Holtby <ted.tamihilog@shaw.ca>, XT:Jonker, Jan W. RFT FLNR:IN <jan.tamihilog@shaw.ca>, Ladd, Jeff R FLNR:EX <Jeff.Ladd@gov.bc.ca>, Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>
Sent: March 22, 2017 1:44:06 PM PDT
Attachments: D6795712F 6092-12-01 FS102.pdf, East_Yale_Squeah FSR March 21-2017.kmz

Good afternoon Jay,

Our records indicate that you are the contact for Chief Andy Alex and Union Bar First Nation and as such hope that you can pass along a safety concern that was brought to our attention yesterday (see note below regarding a tree leaning across the road at approximately 3 km. (I have attempted to contact Chief Andy several time by phone, however his answering machine mail box is full and I was unable to leave a message). We have informed the other industrial road user 606546 BC Ltd. of the problem, however this section of the road is within a Frist Nation reserve land (identified as IR#14 Swahliseah) and although the Ministry has an access agreement to cross the IR, the agreement lacks the authority for the Ministry to rectify the problem or direct other industrial road users to so. We are supportive of addressing the safety issue and prepared to take action to address the safety concern. Should you have any questions or require any additional information please contact Jeff Ladd at (604) 702 5700 or at Jeff.Ladd@gov.bc.ca . We look forward to working with you to resolve this issue.

Regards

Randall Dayton RFT
Resource Manager
Chilliwack Resource District
46360 Airport Road Chilliwack B.C., V2P 1A5
Randall.Dayton@gov.bc.ca
Phone (604) 702-5700 Fax: (604) 702.5711 Mobile: (604) 316-5511

-----Original Message-----

From: Jan Jonker [mailto:jan.tamihilog@shaw.ca]
Sent: Tuesday, March 21, 2017 4:29 PM
To: Ladd, Jeff R FLNR:EX
Cc: Gonzalez, Ana Maria FLNR:EX; Dayton, Randall FLNR:EX; 'Ted Holtby'
Subject: RE: Squeah FSR: Large Tree Hangup at 4km

My copy of RUP 6092-12-01 indicates 606546 B.C. Ltd is not the designated maintainer between 2.2 km and 4.6 km.

Jan

-----Original Message-----

From: Ladd, Jeff R FLNR:EX [mailto:Jeff.Ladd@gov.bc.ca]
Sent: March 21, 2017 3:38 PM
To: XT:Jonker, Jan W. RFT FLNR:IN <jan.tamihilog@shaw.ca>
Cc: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Subject: FW: Squeah FSR: Large Tree Hangup at 4km

Hello Jan,

As per the inquiry below and as 606546 BC Ltd. is the designated maintainer on the Squeah FSR, I am informing you

of a significant safety hazard at approximately 4 km on the Squeah FSR. Please let me know what the company plans and timing are to deal with this. Thanks.

Jeff L

-----Original Message-----

From: Ladd, Jeff R FLNR:EX

Sent: Wednesday, March 22, 2017 10:06 AM

To: Dayton, Randall FLNR:EX

Subject: FW: Squeah FSR: Large Tree Hangup at 4km

RUP map FYI

-----Original Message-----

From: Scott, Lindsay M FLNR:EX

Sent: Wednesday, March 22, 2017 8:19 AM

To: Ladd, Jeff R FLNR:EX

Subject: FW: Squeah FSR: Large Tree Hangup at 4km

Hi Jeff

The downed tree looks like it is in IR#14 Swahliseah. 606546 BC Ltd RUP document is attached.

Thanks.

Lindsay Scott

GIS Services

Chilliwack Natural Resource District

604 702-5703

-----Original Message-----

From: Ladd, Jeff R FLNR:EX

Sent: Wednesday, March 22, 2017 8:08 AM

To: Scott, Lindsay M FLNR:EX

Subject: FW: Squeah FSR: Large Tree Hangup at 4km

Could you take a look at the kmz file and compare to the RUP exhibit A and the IR map and see if Jan is correct or if perhaps the km are out a bit on the RUP.... we always go by the Exhibit A as the final authority

-----Original Message-----

From: Chris Gruenwald [mailto:chris@cascadiaenvironmental.ca]

Sent: Tuesday, March 21, 2017 3:13 PM

To: Ladd, Jeff R FLNR:EX

Cc: 'Kim Allan'

Subject: Squeah FSR: Large Tree Hangup at 4km

Jeff

I was driving along the Squeah FSR today and noticed a significant safety issue at 4km - a large Hemlock tree along

the side of the FSR is broken at 3m, and is leaning across the road, hung up on a large old maple (See photos in attached Google Earth file).

This is a serious safety issue that needs to be addressed promptly, as it appears vehicles are driving under this hazard. What is the procedure for dealing with this? I can help with getting a faller and flaggers, but want to make sure we are going through proper channels.

Call me if you would like to discuss over the phone - 604-302-9927.

Regards

Chris Gruenwald, RPF
Principal
Cascadia Environmental Services Ltd.
Cell:604-302-9927
Office: 604-287-3225
33738 Fore Rd
Abbotsford, BC V4X 1T8
www.cascadiaenvironmental.ca





FW: Squeah FSR: Large Tree Hangup at 4km

From: Dayton, Randall FLNR:EX
To: Garry Davidson s.22 Ladd, Jeff R FLNR:EX
<Jeff.Ladd@gov.bc.ca>
Cc: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Sent: March 22, 2017 2:30:34 PM PDT
Attachments: D6795712F 6092-12-01 FS102.pdf, East_Yale_Squeah FSR March 21-2017.kmz

Hi Gary,

As discussed would you please assess the site and advise Jeff and myself of the appropriate next steps.

Please find attached a kmz file for the location. (photos are imbedded in the google image, click on the pin at the site to see) . Thanks

Regards

Randall Dayton RFT
Resource Manager
Chilliwack Resource District
46360 Airport Road Chilliwack B.C., V2P 1A5
Randall.Dayton@gov.bc.ca
Phone (604) 702-5700 Fax: (604) 702.5711 Mobile: (604) 316-5511

-----Original Message-----

From: Dayton, Randall FLNR:EX
Sent: Wednesday, March 22, 2017 1:44 PM
To: XT:Rees, Jay FLNR:IN
Cc: Ted Holtby; XT:Jonker, Jan W. RFT FLNR:IN; Ladd, Jeff R FLNR:EX; Peters, Mike FLNR:EX
Subject: FW: Squeah FSR: Large Tree Hangup at 4km

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46360 Airport Road Chilliwack B.C., V2P 1A5 Randall.Dayton@gov.bc.ca Phone (604) 702-5700 Fax: (604) 702.5711
Mobile: (604) 316-5511

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To: Ladd, Jeff R FLNR:EX
Cc: Gonzalez, Ana Maria FLNR:EX; Dayton, Randall FLNR:EX; 'Ted Holtby'
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Sent: March 21, 2017 3:38 PM
To: XT:Jonker, Jan W. RFT FLNR:IN <jan.tamihilog@shaw.ca>
Cc: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Subject: FW: Squeah FSR: Large Tree Hangup at 4km

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Thanks.

Lindsay Scott
GIS Services
Chilliwack Natural Resource District
604 702-5703

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To: Scott, Lindsay M FLNR:EX
Subject: FW: Squeah FSR: Large Tree Hangup at 4km

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-----Original Message-----

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Sent: Tuesday, March 21, 2017 3:13 PM
To: Ladd, Jeff R FLNR:EX
Cc: 'Kim Allan'
Subject: Squeah FSR: Large Tree Hangup at 4km

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Call me if you would like to discuss over the phone - 604-302-9927.

Regards

Chris Gruenwald, RPF
Principal
Cascadia Environmental Services Ltd.
Cell:604-302-9927
Office: 604-287-3225
33738 Fore Rd
Abbotsford, BC V4X 1T8
www.cascadiaenvironmental.ca



ROAD USE PERMIT
For Industrial Use of a Forest Service Road
6092-12-01



Ministry of Forests,
Lands &
Natural Resource
Operations

THIS PERMIT, dated for reference **May 29, 2012:**

606546 BC LTD
C/O TAMIHI LOGGING CO. LTD.
42255 ARNOLD ROAD
CHILLIWACK BC V2R 4H8
Phone: 604-823-4830 Fax: 604-823-7150
(the "Permittee")

1.00 GRANT OF RIGHTS AND TERM

- 1.01 Subject to any applicable legislation in force at the time of the work, and as amended from time to time, the District Manager grants to the Permittee the non-exclusive right, during the term of this Permit, to use the road or road section(s) listed on the Schedule "A" or shown on attached map.
- 1.02 The term of this Permit shall begin on the effective date shown above, and shall terminate when the District Manager is satisfied the Permittee's use of the Forest Service Road (FSR) is finished, and that there are no outstanding obligations with respect to the permit.
- 1.03 The Schedule(s) forms an integral part of the Road Use Permit.

2.00 CONDITIONS OF USE

- 2.01 As provided for in regulation, the Permittee is hereby required to carry out all maintenance activities for those roads identified as such on the Schedule "A" or attached map.
- 2.02 The permittee referred to in paragraph 2.01 as being required to maintain a road shall give the District Manager at least 30 days notice before building a bridge or installing a major culvert or fish stream culvert. The District Manager may specify conditions regarding those proposed works.
- 2.03 Upon termination of this Permit, title to all improvements that are located on the FSR will vest in the Crown without compensation to the Permittee, unless otherwise permitted by prior written consent of the District Manager.

- 2.04 Notwithstanding the vehicle size authorized for use in Schedule "A", the Permittee may use a vehicle on an FSR under this permit that exceeds the allowable dimensions without exceeding the GVW described in the Schedule "A". When such oversize vehicle is used, the Permittee must arrange for a pilot car with appropriate roof-mounted warning sign or two flashing amber lights, to precede the oversize vehicle at a distance of not less than 100 metres nor more than 500 metres.
- 2.05 Where there are posted signs indicating a two-way radio system for use on the road, the permittee shall use the posted frequency in the prescribed manner while using the road.

3.00 MISCELLANEOUS

- 3.01 This Permit shall enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 3.02 By accepting delivery of this Permit, the Permittee agrees to be bound by its provisions and to perform all obligations that are to be performed by the Permittee under this Permit.
- 3.03 The terms and conditions imposed herein on the Permittee apply to the employees, agents and contractors of the Permittee. The Permittee shall be responsible for the actions of his employees, agents, and contractors.
- 3.04 Upon termination of this permit, all road sections must be left in a Wilderness Road Environmental Level of maintenance which ensures that: The road and included structures are in a self maintaining state (for example, activities may include culvert removal, waterbars, cross-ditches and safe-fails at drainage structures)
- The structural integrity of the road prism and clearing width are protected (maintenance activities may include armouring drainage outflows, revegetation of disturbed soils, partial or full pullback of sideslopes)
 - The drainage systems of the road are functional (for example, ditch and culvert cleaning)

DATED May 29, 2012


Digitally signed by Allan Johnsrude, RPF
DN: cn=Allan Johnsrude, RPF, o=Ministry
of Forests and Range, ou=Chilliwack
Forest District,
email=Allan.Johnsrude@gov.bc.ca, c=CA
Date: 2012.05.29 10:57:32 -07'00'

Allan Johnsrude, District Manager
Chilliwack District

ROAD USE PERMIT

SCHEDULE "A"

Date: May 29, 2012 File: 6092-12-01

FSR Name/Project Number	FSR Branch No.	Section to be Used		If Off-Highway, Indicate Vehicle Size A, B, or C From Next Section	MNRO USE ONLY Road Use Permit holder required by District Manager to maintain the FSR Name/telephone number
		km to km			
SQUEAH FSR/6092	.01	0.0	0.14		606546 BC LTD C/O TAMIHI LOGGING CO. LTD. 42255 ARNOLD ROAD CHILLIWACK BC V2R 4H8 604-823-4830
IR #15 AYWAWWIS		.14	0.7		
SQUEAH FSR/6092	.01	0.7	2.2		606546 BC LTD C/O TAMIHI LOGGING CO. LTD. 42255 ARNOLD ROAD CHILLIWACK BC V2R 4H8 604-823-4830
IR #13 TRAFALGAR FLAT		2.2	3.6		
IR #14 SWAHLISEAH		3.6	4.6		
SQUEAH FSR/6092	.01	4.6	7.3		606546 BC LTD C/O TAMIHI LOGGING CO. LTD. 42255 ARNOLD ROAD CHILLIWACK BC V2R 4H8

The dimensions and weights of vehicles not indicated for off-highway use shall conform to Ministry of Transportation and Infrastructure.

SCHEDULE “A” (continued)

OFF-HIGHWAY VEHICLE SIZE

The dimensions and weights of vehicles to be used on the road(s) shall conform to Option A, B, or C and be shown on previous section.

A

Length:	_____ m	Overhang beyond rear trailer bunk:	_____ m
Width:	_____ m	Weight Axle (Tandem):	_____ kg
Height:	_____ m	GVW:	_____ kg

B

Length:	_____ m	Overhang beyond rear trailer bunk:	_____ m
Width:	_____ m	Weight Axle (Tandem):	_____ kg
Height:	_____ m	GVW:	_____ kg

C

Length:	_____ m	Overhang beyond rear trailer bunk:	_____ m
Width:	_____ m	Weight Axle (Tandem):	_____ kg
Height:	_____ m	GVW:	_____ kg



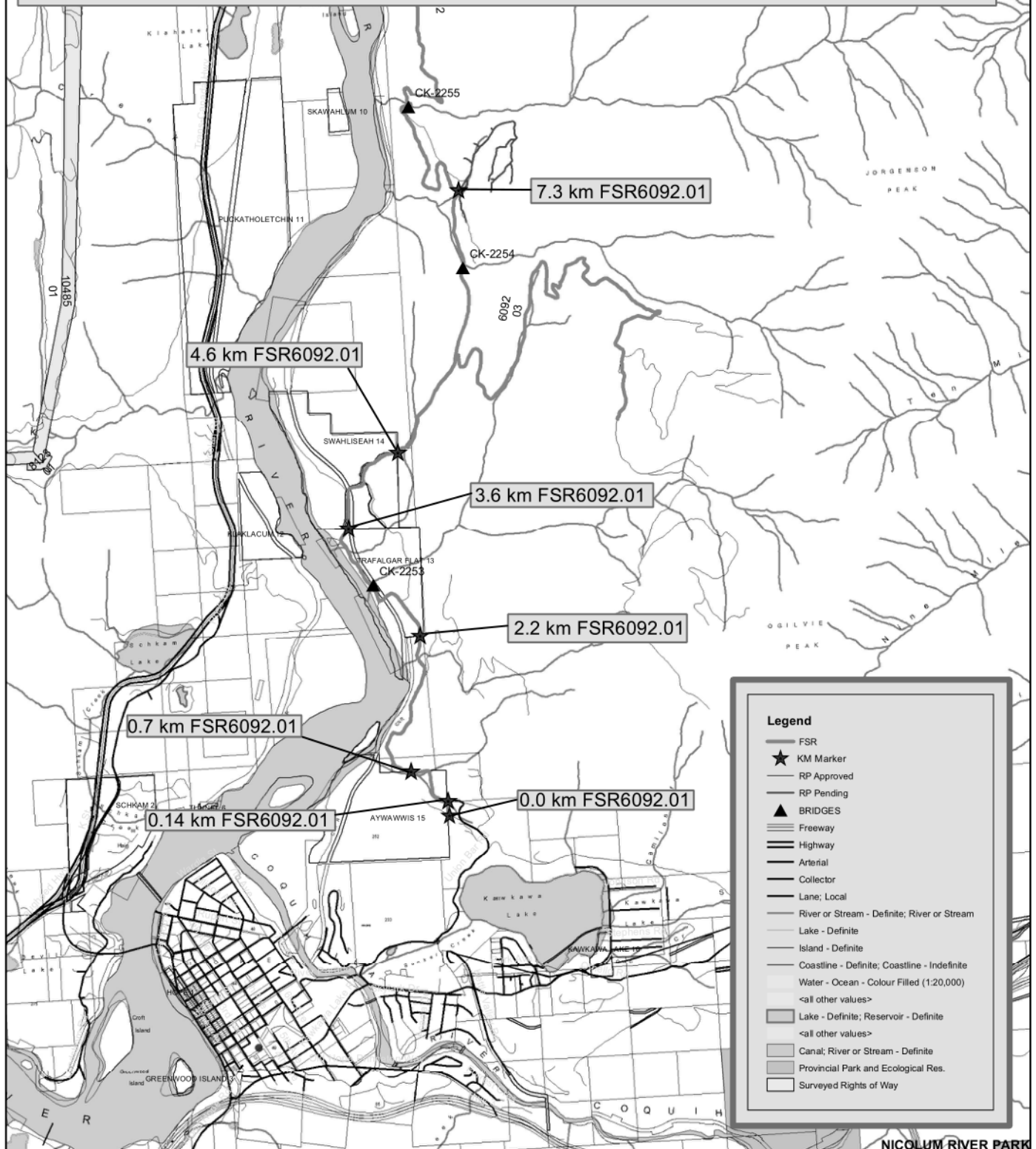
MINISTRY OF FORESTS, LANDS
AND NATURAL RESOURCE OPERATIONS

EXHIBIT A



MAP OF : SQUEAH FSR - Road Use Permit 6092-12-01 - 606546 BC LTD.

FOREST REGION : RCO FOREST DISTRICT : DCK	TSA: FRASER LAND DISTRICT : YDYP		MGT UNIT TYPE Timber Supply Area MGT UNIT NO: 30
BCGS MAPSHEET NO : 92H043	SCALE : 1:50,000	UTM ZONE: 10 NAD: 83	DRAWN BY LMSCOTT DATE May 9, 2012



NICOLUM RIVER PARK

RE: Location Map for Union Bar First Nation Access Agreement

From: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>, Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Sent: May 11, 2021 2:32:37 PM PDT
Attachments: Squeah FSR Access Agreement - Union Bar First Nations.pdf

Hello,

As requested. Please have a look and let me know if I missed anything.

Thanks

From: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Sent: May 11, 2021 8:59 AM
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Cc: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>
Subject: RE: Location Map for Union Bar First Nation Access Agreement

Hi Ana,

I think a map (11 x 17) would be OK, would you please work with Mike on a suitable scale and reference markings for the two points ~8 and 11 kms thanks

Randall Dayton RFT

Resource Manager

Chilliwack Natural Resource District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

Phone (778) 704-7046 Fax: (604) 702-5711 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

From: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>
Sent: May 11, 2021 8:07 AM
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>; Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Subject: RE: Location Map for Union Bar First Nation Access Agreement

Good morning,

Yes its possible to have one map but the page size will need to be increased to accommodate everything at the requested scale. Also, please indicate where those two areas of instability are so they can be added to the map and please let me know what text should go along with these two areas.

Thanks,

Mike

From: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>

Sent: May 11, 2021 7:53 AM

To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>

Subject: RE: Location Map for Union Bar First Nation Access Agreement

Good morning Mike and Ana,

The map looks good thanks. I notice that this map still references bridges that were integral to the previous agreement and does not indicate the two areas of instability that relate to the current access agreement. Is there a way to have everything on a single page thanks

Regards

Randall Dayton RFT

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Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

From: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>

Sent: May 10, 2021 11:13 AM

To: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>

Cc: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>

Subject: RE: Location Map for Union Bar First Nation Access Agreement

Hello Mike,

The information depicted on the map is very clear.

Thanks again for all your help.

Regards,

Ana Maria Gonzalez, RFT

Engineering Officer – Chilliwack Natural Resource District

Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Phone: 778-704-7082 Fax: (604) 702-5711

Email: AnaMaria.Gonzalez@gov.bc.ca

From: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>

Sent: May 10, 2021 9:10 AM

To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>

Cc: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>

Subject: RE: Location Map for Union Bar First Nation Access Agreement

<< File: Squeah FSR Access Agreement - Union Bar First Nations.pdf >>

Hi Ana,

As requested, find attached the two maps for the Squeah FSR Union Bar First Nation Access Agreement. Please review and let me know if you need anything added etc.

Thanks,

Mike

From: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Sent: May 7, 2021 9:05 AM
To: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>
Cc: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Subject: Location Map for Union Bar First Nation Access Agreement

Mike,

As per our conversation this morning, attached you will find a copy of the location map that was used for the 2014 Access Agreement with the Union Bar First Nation.

<< File: Union Bar First Nation Access Agreement.pdf >>

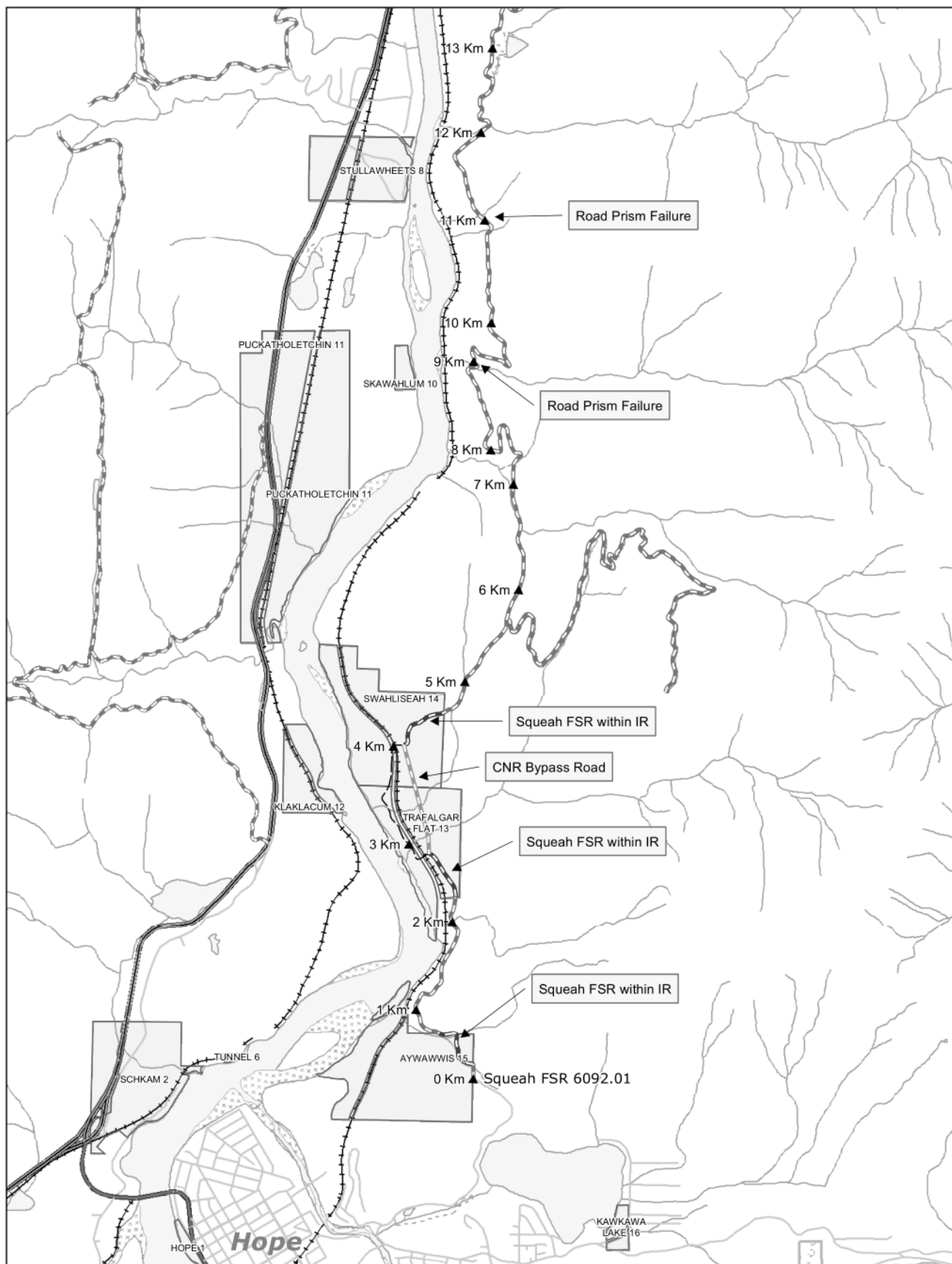
Could you please create a map with the following information?

Title: Squeah FSR Access Agreement – Union Bar First Nations
Overview Map: 1:50,000
Insets: 1: 20,000
Km markers
Infrastructure (i.e. Bridges, Railway)
FSR sections within IR colour coded

Feel free to add other relevant information you think of. Thanks again for your assistance with this request.

Regards,

Ana Maria Gonzalez, RFT
Engineering Officer – Chilliwack Natural Resource District
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Phone: 778-704-7082 Fax: (604) 702-5711
Email: AnaMaria.Gonzalez@gov.bc.ca



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Created By: Chilliwack NR District
Date: May 11, 2021
Scale: 1:35,000

Legend

- | | |
|-----------------|---------------------|
| Indian Reserves | Forest Service Road |
| Km Markers | Road Permit |
| Rail Line | FSR within IR's |
| | CNR Bypass Road |



Squeah Forest Service Road Access Agreement Union Bar First Nations

RE: Location Map for Union Bar First Nation Access Agreement

From: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>
To: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Cc: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Sent: May 12, 2021 8:50:28 AM PDT
Attachments: Squeah FSR Access Agreement - Union Bar First Nation.pdf

As requested.

From: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Sent: May 11, 2021 3:54 PM
To: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>
Cc: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Subject: RE: Location Map for Union Bar First Nation Access Agreement

Mike,

As per our phone conversation, kindly update the label for the 11.0 km mark with the wording below:

Road prism failure.
Proposed barricaded structure. Restricted access beyond this location.

Thanks again for all your assistance with this request.

Regards,

Ana Maria Gonzalez, RFT
Engineering Officer – Chilliwack Natural Resource District
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Phone: 778-704-7082 Fax: (604) 702-5711
Email: AnaMaria.Gonzalez@gov.bc.ca

From: Smith, Mike W FLNR:EX <Mike.W.Smith@gov.bc.ca>
Sent: May 11, 2021 2:33 PM
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>; Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>
Subject: RE: Location Map for Union Bar First Nation Access Agreement

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Resource Manager

Chilliwack Natural Resource District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

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Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

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Subject: RE: Location Map for Union Bar First Nation Access Agreement

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Engineering Officer – Chilliwack Natural Resource District
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Phone: 778-704-7082 Fax: (604) 702-5711
Email: AnaMaria.Gonzalez@gov.bc.ca

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Subject: RE: Location Map for Union Bar First Nation Access Agreement

<< File: Squeah FSR Access Agreement - Union Bar First Nations.pdf >>

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Thanks,

Mike

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Subject: Location Map for Union Bar First Nation Access Agreement

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Title: Squeah FSR Access Agreement – Union Bar First Nations

Overview Map: 1:50,000

Insets: 1: 20,000

Km markers

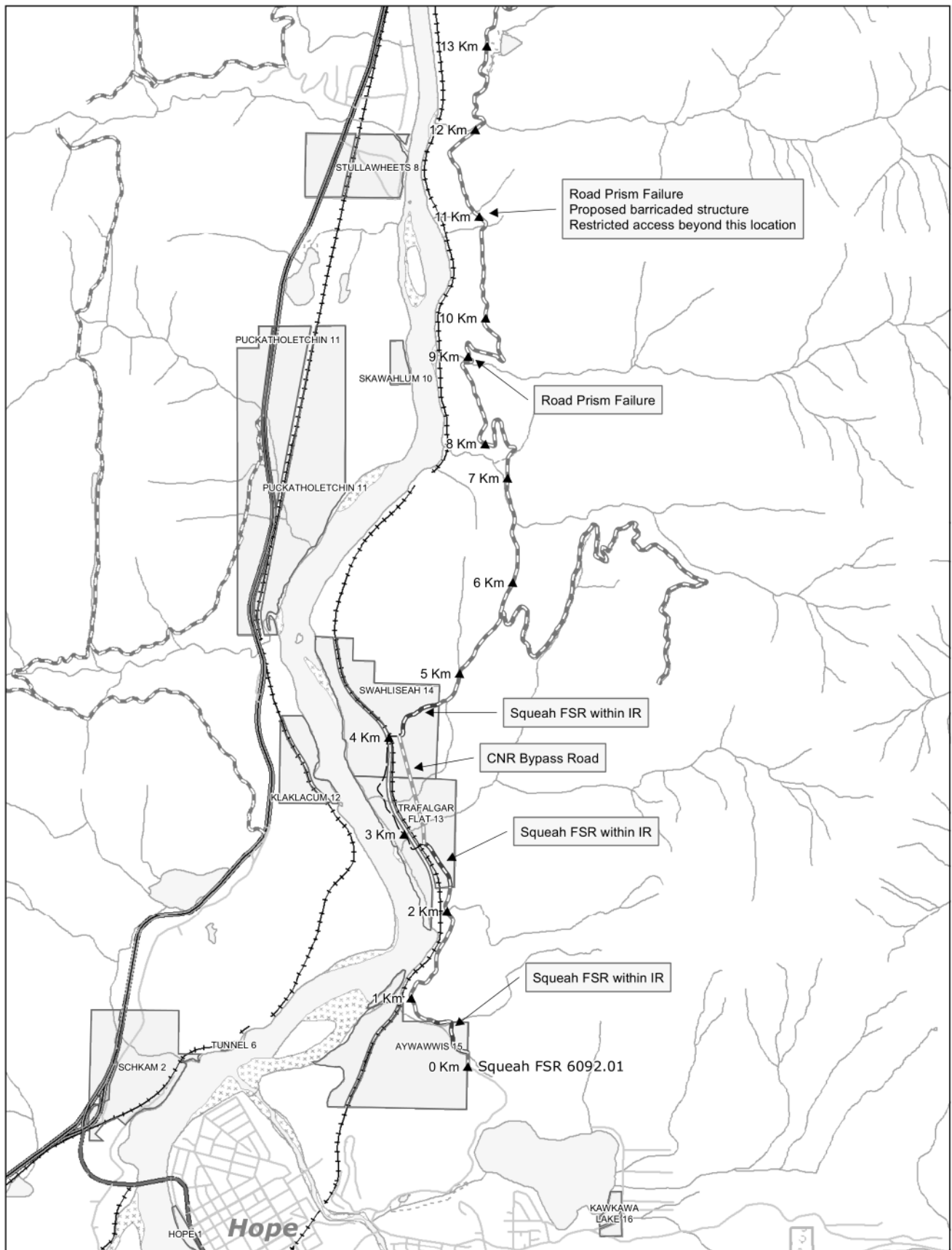
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FSR sections within IR colour coded

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Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Phone: 778-704-7082 Fax: (604) 702-5711
Email: AnaMaria.Gonzalez@gov.bc.ca



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Created By: Chilliwack NR District
Date: May 11, 2021
Scale: 1:35,000

Legend

- | | |
|-----------------|---------------------|
| Indian Reserves | Forest Service Road |
| Km Markers | Road Permit |
| Rail Line | FSR within IR's |
| | CNR Bypass Road |



Squeah Forest Service Road Access Agreement Union Bar First Nations

Union Bar First Nation SRW Agreement_final.pdf

From: Dayton, Randall FLNR:EX
To: Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>
Cc: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>, Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>, Boettcher, Natasha FLNR:EX <Natasha.Boettcher@gov.bc.ca>
Sent: May 12, 2021 8:53:36 AM PDT
Attachments: Union Bar First Nation SRW Agreement_final.pdf, image003.jpg

Good morning Mike,

Please find attached for your review a copy of the updated access agreement for the use of the Squeah FSR. The agreement is for Ministry personnel to complete forestry related activities aligned with legislative requirements for improvements on Crown land, inclusive of any silvicultural works that may be required.

Cat,

Should Mike just sign just the cover letter at this time and then we can present the agreement as a proposal or draft , enabling the chief and council to have input into the final ?

Thanks

Regards



Randall Dayton RFT
Resource Manager
Chilliwack Natural Resource District
46360 Airport Road Chilliwack B.C., V2P 1A5

✉ Randall.Dayton@gov.bc.ca

☎ Phone (778) 704-7046 📠 Fax: (604) 702.5711 📱 Mobile: (604) 316-5511

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Thank you

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)



File: 10420-30/Union Bar First Nation

May 12, 2021,

Union Bar First Nation PO Box 788
Hope, BC V0X 1L0

Dear Chief Andy Alex:

As a result of public comment received in the Fall of 2020 and subsequent helicopter reconnaissance in the Spring of 2021 regarding the condition of the Squeah Forest Service Road (FSR), the Chilliwack Natural Resource District of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, (FLNRORD) has been made aware of at least (2) areas of concern along the Squeah FSR that pose serious safety and environmental risks.

(For your reference please find an attached map identifying the areas of concern).

Location	Issue	Comments
9.0 km Squeah FSR	Road surface erosion and road prism failure.	Drainage structures should be addressed restore water courses, establish ditch-line, install cross-ditches
11.0 km Squeah FSR	Road prism failure.	Non-certified crossing (Homemade structure), Structure is considered unsafe for users and should be removed. Ground assessment is required to determine the extent of fill-slope stabilization and water management works. Install temp barrier until ground works can be completed

To address road user safety issues related to the road prism failure at 9.0 km and 11.0 km of the Squeah FSR, inclusive of the safe use of railway infrastructure immediately downslope, and to mitigate the potential for further environmental degradation, FLNRORD is proposing to re-establish a functional ditch-line and install cross-dich(s) at 9.0 km. The proposed works also include the removal of the non-certified structure and installation of a temporary barricade at 11.0 km. The barricade would remain in place until a geotechnical assessment is completed and prescriptions to address the unstable terrain issues have been developed.

FLNRORD will share the technical memo generated by the professional assessment and consult with the Union Bar First Nations prior to the commencement of any proposed works to restore access beyond 11.0 kms of the FSR.

In support of ongoing consultation with SRRMC/PRRO/STSA regarding the issuance of Woodlot W2103 and the concern that the area is potentially within a sanctuary zone (part of the S'olh Temexw Use Plan cultural areas), FLNRORD is prepared to complete a Cultural Heritage Overview Assessment (CHOA) for the area. It is anticipated that the completion of this assessment will satisfy the identified concerns and fill some of the cultural information gaps in the area.

It is proposed that; the reparation of the drainage structures at 9.0 kms, the removal of the non-certified unsafe structure at 11.0 kms, associated road stabilization works, installation of a temporary barricade inclusive of both the geotechnical assessment and CHOA will be completed without prejudice and in lieu of any fees associated with a short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

The short-term access agreement will commence concurrent with the road works proposed at 9.0 kms of the Squeah FSR and will conclude on December 31, 2026. The short-term access agreement will be for Ministry personnel only for the purpose of conducting forestry or other natural resource related activities.

Please indicate your acknowledgement and agreement with the terms detailed in this letter by signing where indicated below.

Yours truly,

Mike Peters

District Manager, Chilliwack Natural Resource District Ministry of Forests, Lands and Natural Resource
Operations and Rural Development
Chilliwack Natural Resource District

Page 2 of 2



Terms of Instrument

STATUTORY RIGHT OF WAY AGREEMENT - INDUSTRIAL ROADS

This Agreement dated for reference _____, 20__, is made:

BETWEEN: UNION BAR FIRST NATION
PO Box 788
Hope, BC
V0X 1L0

("the Grantor")
OF THE FIRST PART

**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, c/o Chilliwack Natural Resource District,
46360 Airport Road, Chilliwack, BC, V2P 1A5**

(the "Grantee")
OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner of land legally described as:
Union Bar First Nation: Trafalgar Flat 13 Indian Reserve, Swahliseah 14 Indian Reserve, and
Aywawwis 15 Indian Reserve
(the "Lands")
- B. The Grantor owns private industrial roads constructed on a portion of the Lands.
- C. The Grantor has agreed to grant to the Grantee on the terms and conditions set out in this Agreement a right-of-way (the "right-of-way") over the roads which exist within the Lands at the date of this Agreement and to construct certain works on, over and under portions of the Lands.
- D. The right-of-way is necessary for the operation and maintenance of an undertaking of the Grantee.

THE GRANTOR AND THE GRANTEE NOW AGREE AS FOLLOWS:

1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Granter and the Grantee now agree as follows:

The Granter grants to the Grantee and to the Grantee's employees, agents, invitees and contractors, a non-exclusive right-of-way in common with the Granter and the Granter's employees, agents, invitees and contractors to pass and repass along, and over the right-of-way, together with the right to upgrade and maintain roads within the right-of-way, including relocating or constructing roads, for the purpose of conducting forestry or other resource related activities.

2. Grantee Expenditures

Should any of the existing roads within the said right-of-way become a Forest Service Road by acquisition under Section 121 of the *Forest Act*:

- a. the Grantee will not use the foregoing expenditures for the purposes of claiming the existing road through the Lands as a public or Forest Service Road.

3. Payment

For the term of this Agreement, the Grantee will pay the Granter a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted. The Grantee will compensate the Granter by removing the down rated CK-2253 structure from within the Trafalgar Flat 13 IR. This work will be without prejudice, in-kind and in lieu of any fees associated with this short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

4. Terms of Agreement

- a) The term of this Agreement is for five(5) years, commencing _____, 2021 and ending on Dec 31, 2026, unless sooner terminated or extended in accordance with this agreement.
- b) It is agreed that, without derogating from the fact that the statutory right-of-way granted herein is granted over all the Lands, the Grantee agrees, as a personal covenant rather than a modification of the statutory right-of-way granted herein, that the exercise of the right to pass and repass along, and over Lands granted hereby shall only be exercised by it and by its employees, agents and contractors along and over those portions of the Lands containing the roads approximately shown on the sketch plan attached hereto as Schedule "A", and having a width of twenty (20) metres, centred on the centre line of each such road.
- c) The Grantee, at its sole discretion, may terminate this agreement by giving the Granter six (6) months written notice.

5. Promises

a) The Grantee will:

- (i) use, and permit the use of, the right-of-way only for the purposes set out in section 1 and for no other purpose without the express written consent of the Grantor, which consent shall not be unreasonably withheld;
- (ii) use, and permit the use of, the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) use its best efforts to prevent, control and extinguish any fire on the Lands which the Grantee, its employees, agents, invitees and contractors may cause, and will conform to and observe the provisions of the *Wildfire Act* (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Grantee will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Grantee is responsible under this subsection on an actual cost basis and not on the Grantee scale;
- (iv) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (v) ensure that the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors does not impair or obstruct the condition of the right-of-way;
- (vi) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors;
- (vii) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the right-of-way by the Grantee, its employees, agents, invitees or contractors, excepting always liability arising out of the acts or omissions of the Grantor, its employees, agents, invitees or contractors;
- (viii) not claim any indemnity or compensation from the Grantor for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of the Grantor or any party for whom they are responsible.

b) The Grantor will:

- i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

6, Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double- registered mail to the party to whom it is to be given as follows:

a. To the Province:

District Manager

Chilliwack Natural Resource District

Ministry of Forests, Lands and Natural Resource Operations
46360 Airport Road, Chilliwack, BC, V2P 1A5

b. To the Grantor:

Union Bar First Nation
PO Box 788
Hope, BC V0X 1LO

or at such other addresses as the parties hereto may from time to time designate in writing.

7. Defaults

If the Grantee, its employees, agents, invitees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after the Grantor has given notice to the Grantee specifying the default and requesting it be cured, the Transferor may suspend all rights of the Grantee under this Agreement while this default continues. While its rights under this Agreement are suspended, the Grantee will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Grantee shall not operate as a waiver of its rights with respect to any continuing subsequent default.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Grantor and the Grantee regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Grantee concerning the right-of-way that are not expressly set out in this Agreement.

9. Enurement

This Agreement will enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and permitted assigns. The word *Grantor* is deemed to include the heirs, executors, administrators, successors, and assigns, wherever the context so admits.

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

11. Arbitration

If any dispute shall arise between the parties concerning the rights and obligations contained in this Agreement created herein, which dispute cannot be resolved by agreement, then the dispute shall be resolved pursuant to the *Commercial Arbitration Act* of the Province of British Columbia.

12. Execution

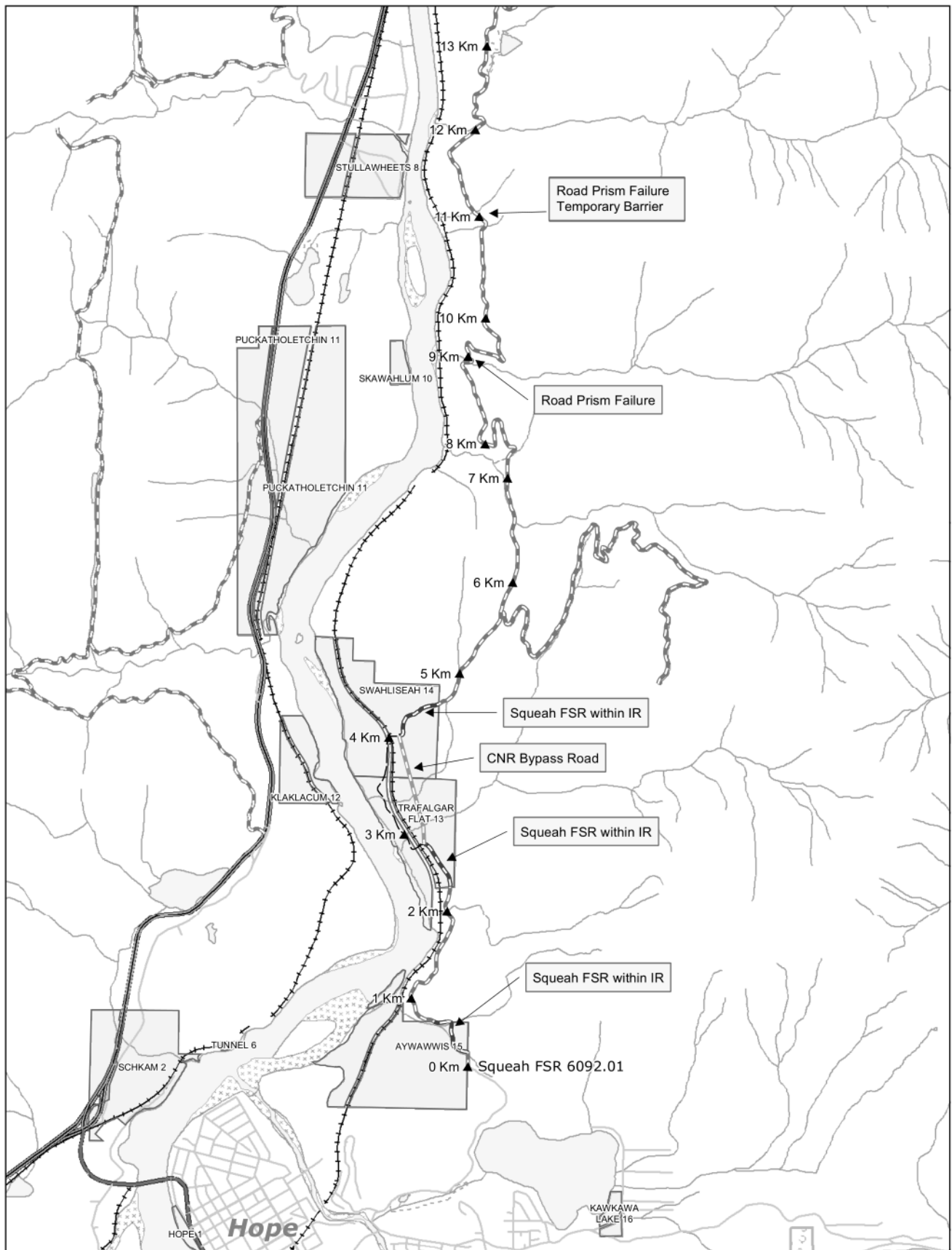
IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first written above:

Authorized Signatory

UNION BAR FIRST NATION
As Represented by
Union Bar Chief and Council
P.O. Box 788
Hope, B.C.
V0X 1L0

Authorized Signatory

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 c/o Chilliwack Natural
Resource District, 46360 Airport Road,
Chilliwack, BC, V2P 1A5



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Created By: Chilliwack NR District
Date: May 11, 2021
Scale: 1:35,000

Legend

- | | |
|-----------------|---------------------|
| Indian Reserves | Forest Service Road |
| Km Markers | Road Permit |
| Rail Line | FSR within IR's |
| | CNR Bypass Road |



Schedule "A" Squeah Forest Service Road Access Agreement Union Bar First Nations

Union Bar First Nation SRW Agreement_final signed.pdf

From: Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Cc: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>
Sent: May 12, 2021 10:49:44 AM PDT
Attachments: Union Bar First Nation SRW Agreement_final signed.pdf
Signed first portion only.



File: 10420-30/Union Bar First Nation

May 12, 2021,

Union Bar First Nation PO Box 788
Hope, BC V0X 1L0

Dear Chief Andy Alex:

As a result of public comment received in the Fall of 2020 and subsequent helicopter reconnaissance in the Spring of 2021 regarding the condition of the Squeah Forest Service Road (FSR), the Chilliwack Natural Resource District of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, (FLNRORD) has been made aware of at least (2) areas of concern along the Squeah FSR that pose serious safety and environmental risks.

(For your reference please find an attached map identifying the areas of concern).

Location	Issue	Comments
9.0 km Squeah FSR	Road surface erosion and road prism failure.	Drainage structures should be addressed restore water courses, establish ditch-line, install cross-ditches
11.0 km Squeah FSR	Road prism failure.	Non-certified crossing (Homemade structure), Structure is considered unsafe for users and should be removed. Ground assessment is required to determine the extent of fill-slope stabilization and water management works. Install temp barrier until ground works can be completed

To address road user safety issues related to the road prism failure at 9.0 km and 11.0 km of the Squeah FSR, inclusive of the safe use of railway infrastructure immediately downslope, and to mitigate the potential for further environmental degradation, FLNRORD is proposing to re-establish a functional ditch-line and install cross-dich(s) at 9.0 km. The proposed works also include the removal of the non-certified structure and installation of a temporary barricade at 11.0 km. The barricade would remain in place until a geotechnical assessment is completed and prescriptions to address the unstable terrain issues have been developed.

FLNRORD will share the technical memo generated by the professional assessment and consult with the Union Bar First Nations prior to the commencement of any proposed works to restore access beyond 11.0 kms of the FSR.

In support of ongoing consultation with SRRMC/PRRO/STSA regarding the issuance of Woodlot W2103 and the concern that the area is potentially within a sanctuary zone (part of the S'olh Temexw Use Plan cultural areas), FLNRORD is prepared to complete a Cultural Heritage Overview Assessment (CHOA) for the area. It is anticipated that the completion of this assessment will satisfy the identified concerns and fill some of the cultural information gaps in the area.

It is proposed that; the reparation of the drainage structures at 9.0 kms, the removal of the non-certified unsafe structure at 11.0 kms, associated road stabilization works, installation of a temporary barricade inclusive of both the geotechnical assessment and CHOA will be completed without prejudice and in lieu of any fees associated with a short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

The short-term access agreement will commence concurrent with the road works proposed at 9.0 kms of the Squeah FSR and will conclude on December 31, 2026. The short-term access agreement will be for Ministry personnel only for the purpose of conducting forestry or other natural resource related activities.

Please indicate your acknowledgement and agreement with the terms detailed in this letter by signing where indicated below.

Yours truly,

 Digitally signed
by Mike Peters
Date:
2021.05.12
10:49:03 -07'00'

Mike Peters

District Manager, Chilliwack Natural Resource District Ministry of Forests, Lands and Natural Resource
Operations and Rural Development
Chilliwack Natural Resource District

Page 2 of 2

Ministry of Forests, Lands and Natural Resource
Operations and Rural Development
Chilliwack Natural Resource District

Mailing Address:
46360 Airport Road
Chilliwack, BC, V2P 1A5

Tel: (604) 702-5700
Fax: (604) 702-5711



Terms of Instrument

STATUTORY RIGHT OF WAY AGREEMENT - INDUSTRIAL ROADS

This Agreement dated for reference _____, 20__, is made:

BETWEEN: UNION BAR FIRST NATION
PO Box 788
Hope, BC
V0X 1L0

("the Grantor")
OF THE FIRST PART

**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, c/o Chilliwack Natural Resource District,
46360 Airport Road, Chilliwack, BC, V2P 1A5**

(the "Grantee")
OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner of land legally described as:
Union Bar First Nation: Trafalgar Flat 13 Indian Reserve, Swahliseah 14 Indian Reserve, and
Aywawwis 15 Indian Reserve
(the "Lands")
- B. The Grantor owns private industrial roads constructed on a portion of the Lands.
- C. The Grantor has agreed to grant to the Grantee on the terms and conditions set out in this Agreement a right-of-way (the "right-of-way") over the roads which exist within the Lands at the date of this Agreement and to construct certain works on, over and under portions of the Lands.
- D. The right-of-way is necessary for the operation and maintenance of an undertaking of the Grantee.

THE GRANTOR AND THE GRANTEE NOW AGREE AS FOLLOWS:

1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee now agree as follows:

The Grantor grants to the Grantee and to the Grantee's employees, agents, invitees and contractors, a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees and contractors to pass and repass along, and over the right-of-way, together with the right to upgrade and maintain roads within the right-of-way, including relocating or constructing roads, for the purpose of conducting forestry or other resource related activities.

2. Grantee Expenditures

Should any of the existing roads within the said right-of-way become a Forest Service Road by acquisition under Section 121 of the *Forest Act*:

- a. the Grantee will not use the foregoing expenditures for the purposes of claiming the existing road through the Lands as a public or Forest Service Road.

3. Payment

For the term of this Agreement, the Grantee will pay the Grantor a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted. The Grantee will compensate the Grantor by removing the down rated CK-2253 structure from within the Trafalgar Flat 13 IR. This work will be without prejudice, in-kind and in lieu of any fees associated with this short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

4. Terms of Agreement

- a) The term of this Agreement is for five(5) years, commencing _____, 2021 and ending on Dec 31, 2026, unless sooner terminated or extended in accordance with this agreement.
- b) It is agreed that, without derogating from the fact that the statutory right-of-way granted herein is granted over all the Lands, the Grantee agrees, as a personal covenant rather than a modification of the statutory right-of-way granted herein, that the exercise of the right to pass and repass along, and over Lands granted hereby shall only be exercised by it and by its employees, agents and contractors along and over those portions of the Lands containing the roads approximately shown on the sketch plan attached hereto as Schedule "A", and having a width of twenty (20) metres, centred on the centre line of each such road.
- c) The Grantee, at its sole discretion, may terminate this agreement by giving the Grantor six (6) months written notice.

5. Promises

a) The Grantee will:

- (i) use, and permit the use of, the right-of-way only for the purposes set out in section 1 and for no other purpose without the express written consent of the Grantor, which consent shall not be unreasonably withheld;
- (ii) use, and permit the use of, the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) use its best efforts to prevent, control and extinguish any fire on the Lands which the Grantee, its employees, agents, invitees and contractors may cause, and will conform to and observe the provisions of the *Wildfire Act* (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Grantee will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Grantee is responsible under this subsection on an actual cost basis and not on the Grantee scale;
- (iv) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (v) ensure that the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors does not impair or obstruct the condition of the right-of-way;
- (vi) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors;
- (vii) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the right-of-way by the Grantee, its employees, agents, invitees or contractors, excepting always liability arising out of the acts or omissions of the Grantor, its employees, agents, invitees or contractors;
- (viii) not claim any indemnity or compensation from the Grantor for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of the Grantor or any party for whom they are responsible.

b) The Grantor will:

- i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

6, Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double- registered mail to the party to whom it is to be given as follows:

a. To the Province:

District Manager

Chilliwack Natural Resource District

Ministry of Forests, Lands and Natural Resource Operations
46360 Airport Road, Chilliwack, BC, V2P 1A5

b. To the Grantor:

Union Bar First Nation
PO Box 788
Hope, BC V0X 1LO

or at such other addresses as the parties hereto may from time to time designate in writing.

7. Defaults

If the Grantee, its employees, agents, invitees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after the Grantor has given notice to the Grantee specifying the default and requesting it be cured, the Transferor may suspend all rights of the Grantee under this Agreement while this default continues. While its rights under this Agreement are suspended, the Grantee will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Grantee shall not operate as a waiver of its rights with respect to any continuing subsequent default.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Grantor and the Grantee regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Grantee concerning the right-of-way that are not expressly set out in this Agreement.

9. Enurement

This Agreement will enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and permitted assigns. The word *Grantor* is deemed to include the heirs, executors, administrators, successors, and assigns, wherever the context so admits.

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

11. Arbitration

If any dispute shall arise between the parties concerning the rights and obligations contained in this Agreement created herein, which dispute cannot be resolved by agreement, then the dispute shall be resolved pursuant to the *Commercial Arbitration Act* of the Province of British Columbia.

12. Execution

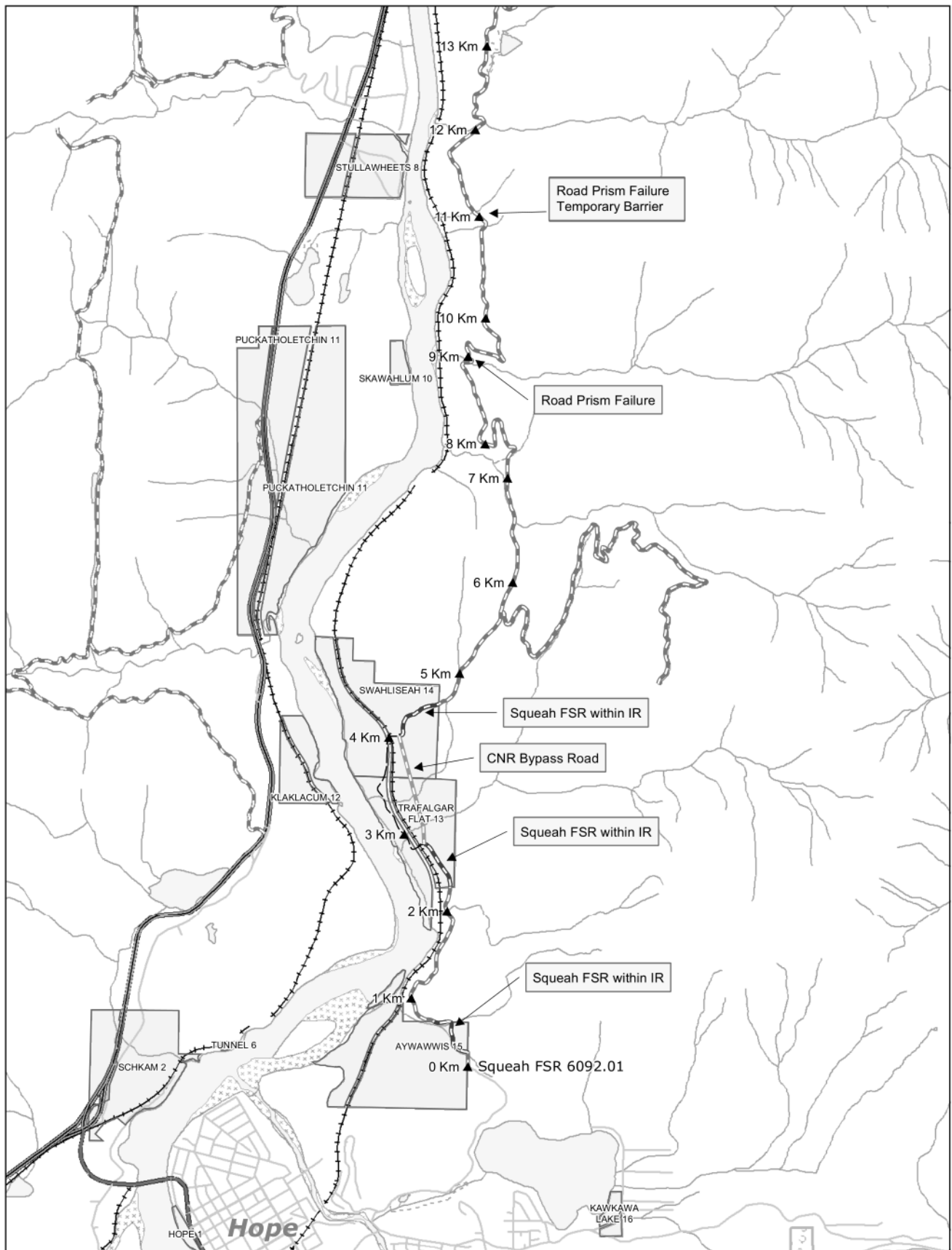
IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first written above:

Authorized Signatory

UNION BAR FIRST NATION
As Represented by
Union Bar Chief and Council
P.O. Box 788
Hope, B.C.
V0X 1L0

Authorized Signatory

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 c/o Chilliwack Natural
Resource District, 46360 Airport Road,
Chilliwack, BC, V2P 1A5



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Created By: Chilliwack NR District
Date: May 11, 2021
Scale: 1:35,000

Legend

- | | |
|-----------------|---------------------|
| Indian Reserves | Forest Service Road |
| Km Markers | Road Permit |
| Rail Line | FSR within IR's |
| | CNR Bypass Road |



Schedule "A" Squeah Forest Service Road Access Agreement Union Bar First Nations

RE: Union Bar First Nation SRW Agreement_final.pdf

From: Dayton, Randall FLNR:EX
To: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>, Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>
Cc: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>, Boettcher, Natasha FLNR:EX <Natasha.Boettcher@gov.bc.ca>
Sent: May 12, 2021 10:54:00 AM PDT
Attachments: Union Bar First Nation - SRW Agreement - signed draft.pdf, image005.jpg, image008.jpg, image009.jpg, image001.png

Thanks Cat,

Mike,
I have updated the agreement with a "Draft" watermark to help with identifying the opportunity to provide input and develop the final agreement collaboratively. I have also added a bit of background information in regard to the risk of moving forward with this agreement. (e-mail chain below) . I am happy to discuss further if you have any questions.
Thanks
Regards

Randall Dayton RFT

Resource Manager

Chilliwack Natural Resource District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

Phone (778) 704-7046 Fax: (604) 702-5711 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

From: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>
Sent: May 12, 2021 10:14 AM
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>; Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>
Cc: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Boettcher, Natasha FLNR:EX <Natasha.Boettcher@gov.bc.ca>
Subject: RE: Union Bar First Nation SRW Agreement_final.pdf

Thanks Randall. Yes, I think Mike can sign the letter but as long as we make sure it is clear, as you mentioned, that this is not the final agreement and that chief and council have input in the final agreement.

Thanks again,
Cat



CATHARINE CHARMAN, RPF

LAND AND RESOURCE SPECIALIST
FLNRORD, CHILLIWACK BC

PHONE : (778) 704-7045 CELL : (604) 793 – 3073

From: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Sent: May 12, 2021 8:54 AM
To: Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>
Cc: Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>; Boettcher, Natasha FLNR:EX <Natasha.Boettcher@gov.bc.ca>
Subject: Union Bar First Nation SRW Agreement_final.pdf

Good morning Mike,

Please find attached for your review a copy of the updated access agreement for the use of the Squeah FSR. The agreement is for Ministry personnel to complete forestry related activities aligned with legislative requirements for improvements on Crown land, inclusive of any silvicultural works that may be required.

Cat,

Should Mike just sign just the cover letter at this time and then we can present the agreement as a proposal or draft , enabling the chief and council to have input into the final ?

Thanks

Regards



Randall Dayton RFT
Resource Manager
Chilliwack Natural Resource District
46360 Airport Road Chilliwack B.C., V2P 1A5

✉ Randall.Dayton@gov.bc.ca

☎ Phone (778) 704-7046 📠 Fax: (604) 702.5711 📱 Mobile: (604) 316-5511

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Thank you

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

From: Anderson, Brock D FLNR:EX <Brock.Anderson@gov.bc.ca>

Sent: May 6, 2021 3:06 PM

To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>; Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>; Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Boettcher, Natasha FLNR:EX <Natasha.Boettcher@gov.bc.ca>

Subject: RE: draft Union Bar FN Access Agreement 2021.docx

Hi Randall,

That all makes perfect sense and as long as the risk is understood, then I do not have objections.

Cheers.

Brock Anderson (he/him/his) RI, RWA

Senior Land Acquisition Officer

Senior Project Manager

Forest Land Acquisitions Group

Phone: 778-974-2394 **Cell:** 778-679-2529

From: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>

Sent: May 6, 2021 3:04 PM

To: Anderson, Brock D FLNR:EX <Brock.Anderson@gov.bc.ca>; Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>; Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Boettcher, Natasha FLNR:EX <Natasha.Boettcher@gov.bc.ca>

Subject: RE: draft Union Bar FN Access Agreement 2021.docx

Thanks Brock,

Bill Clifford and I worked on the first agreement, and if memory serves we had a similar conversation about ownership and sought support from the Federal Govs.¹⁶

s.16

Regards

Randall Dayton RFT

Resource Manager

Chilliwack Natural Resource District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

Phone (778) 704-7046 Fax: (604) 702.5711 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

From: Anderson, Brock D FLNR:EX <Brock.Anderson@gov.bc.ca>

Sent: May 6, 2021 2:04 PM

To: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>; Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>; Gonzalez, Ana Maria FLNR:EX <AnaMaria.Gonzalez@gov.bc.ca>; Boettcher, Natasha FLNR:EX <Natasha.Boettcher@gov.bc.ca>

Subject: RE: draft Union Bar FN Access Agreement 2021.docx

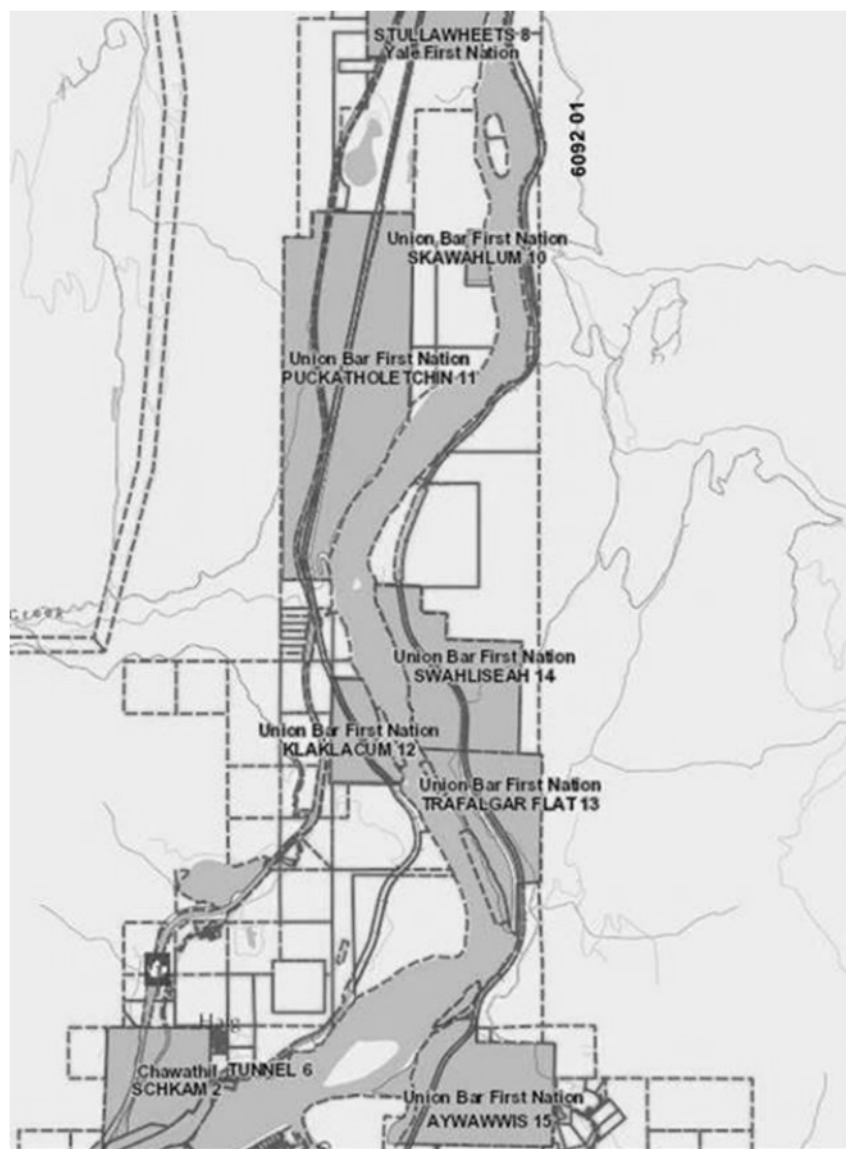
Good afternoon,

I did a quick sketch attached that could be marked up further depending on what you want to see on it.

s.16

WHEREAS:

- A. The Grantor is the registered owner of land legally described as:
Union Bar First Nation: Trafalgar Flat 13 Indian Reserve, Swahliseah 14 Indian Reserve, and Aywawwis
15 Indian Reserve





File: 10420-30/Union Bar First Nation

May 12, 2021,

Union Bar First Nation PO Box 788
Hope, BC V0X 1L0

Dear Chief Andy Alex:

As a result of public comment received in the Fall of 2020 and subsequent helicopter reconnaissance in the Spring of 2021 regarding the condition of the Squeah Forest Service Road (FSR), the Chilliwack Natural Resource District of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, (FLNRORD) has been made aware of at least (2) areas of concern along the Squeah FSR that pose serious safety and environmental risks.

(For your reference please find an attached map identifying the areas of concern).

Location	Issue	Comments
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FLNRORD will share the technical memo generated by the professional assessment and consult with the Union Bar First Nations prior to the commencement of any proposed works to restore access beyond 11.0 kms of the FSR.

In support of ongoing consultation with SRRMC/PRRO/STSA regarding the issuance of Woodlot W2103 and the concern that the area is potentially within a sanctuary zone (part of the S'olh Temexw Use Plan cultural areas), FLNRORD is prepared to complete a Cultural Heritage Overview Assessment (CHOA) for the area. It is anticipated that the completion of this assessment will satisfy the identified concerns and fill some of the cultural information gaps in the area.

It is proposed that; the reparation of the drainage structures at 9.0 kms, the removal of the non-certified unsafe structure at 11.0 kms, associated road stabilization works, installation of a temporary barricade inclusive of both the geotechnical assessment and CHOA will be completed without prejudice and in lieu of any fees associated with a short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

The short-term access agreement will commence concurrent with the road works proposed at 9.0 kms of the Squeah FSR and will conclude on December 31, 2026. The short-term access agreement will be for Ministry personnel only for the purpose of conducting forestry or other natural resource related activities.

Please indicate your acknowledgement and agreement with the terms detailed in this letter by signing where indicated below.

Yours truly,

Mike Peters

District Manager, Chilliwack Natural Resource District Ministry of Forests, Lands and Natural Resource
Operations and Rural Development
Chilliwack Natural Resource District

Page 2 of 2



Terms of Instrument

STATUTORY RIGHT OF WAY AGREEMENT - INDUSTRIAL ROADS

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BETWEEN: UNION BAR FIRST NATION
PO Box 788
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V0X 1L0

OF THE FIRST PART

("the Grantor")

**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, c/o Chilliwack Natural Resource District,
46360 Airport Road, Chilliwack, BC, V2P 1A5**

OF THE SECOND PART

(the "Grantee")

WHEREAS:

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Union Bar First Nation: Trafalgar Flat 13 Indian Reserve, Swahliseah 14 Indian Reserve, and
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- B. The Grantor owns private industrial roads constructed on a portion of the Lands.
- C. The Grantor has agreed to grant to the Grantee on the terms and conditions set out in this Agreement a right-of-way (the "right-of-way") over the roads which exist within the Lands at the date of this Agreement and to construct certain works on, over and under portions of the Lands.
- D. The right-of-way is necessary for the operation and maintenance of an undertaking of the Grantee.

THE GRANTOR AND THE GRANTEE NOW AGREE AS FOLLOWS:

1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Granter and the Grantee now agree as follows:

The Granter grants to the Grantee and to the Grantee's employees, agents, invitees and contractors, a non-exclusive right-of-way in common with the Granter and the Granter's employees, agents, invitees and contractors to pass and repass along, and over the right-of-way, together with the right to upgrade and maintain roads within the right-of-way, including relocating or constructing roads, for the purpose of conducting forestry or other resource related activities.

2. Grantee Expenditures

Should any of the existing roads within the said right-of-way become a Forest Service Road by acquisition under Section 121 of the *Forest Act*:

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For the term of this Agreement, the Grantee will pay the Granter a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted. The Grantee will compensate the Granter by removing the down rated CK-2253 structure from within the Trafalgar Flat 13 IR. This work will be without prejudice, in-kind and in lieu of any fees associated with this short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

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- (iii) use its best efforts to prevent, control and extinguish any fire on the Lands which the Grantee, its employees, agents, invitees and contractors may cause, and will conform to and observe the provisions of the *Wildfire Act* (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Grantee will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Grantee is responsible under this subsection on an actual cost basis and not on the Grantee scale;
- (iv) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (v) ensure that the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors does not impair or obstruct the condition of the right-of-way;
- (vi) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors;
- (vii) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the right-of-way by the Grantee, its employees, agents, invitees or contractors, excepting always liability arising out of the acts or omissions of the Grantor, its employees, agents, invitees or contractors;
- (viii) not claim any indemnity or compensation from the Grantor for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of the Grantor or any party for whom they are responsible.

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District Manager

Chilliwack Natural Resource District

Ministry of Forests, Lands and Natural Resource Operations
46360 Airport Road, Chilliwack, BC, V2P 1A5

b. To the Grantor:

Union Bar First Nation
PO Box 788
Hope, BC V0X 1L0

or at such other addresses as the parties hereto may from time to time designate in writing.

7. Defaults

If the Grantee, its employees, agents, invitees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after the Grantor has given notice to the Grantee specifying the default and requesting it be cured, the Transferor may suspend all rights of the Grantee under this Agreement while this default continues. While its rights under this Agreement are suspended, the Grantee will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Grantee shall not operate as a waiver of its rights with respect to any continuing subsequent default.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Grantor and the Grantee regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Grantee concerning the right-of-way that are not expressly set out in this Agreement.

9. Enurement

This Agreement will enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and permitted assigns. The word *Grantor* is deemed to include the heirs, executors, administrators, successors, and assigns, wherever the context so admits.

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

11. Arbitration

If any dispute shall arise between the parties concerning the rights and obligations contained in this Agreement created herein, which dispute cannot be resolved by agreement, then the dispute shall be resolved pursuant to the *Commercial Arbitration Act* of the Province of British Columbia.

12. Execution

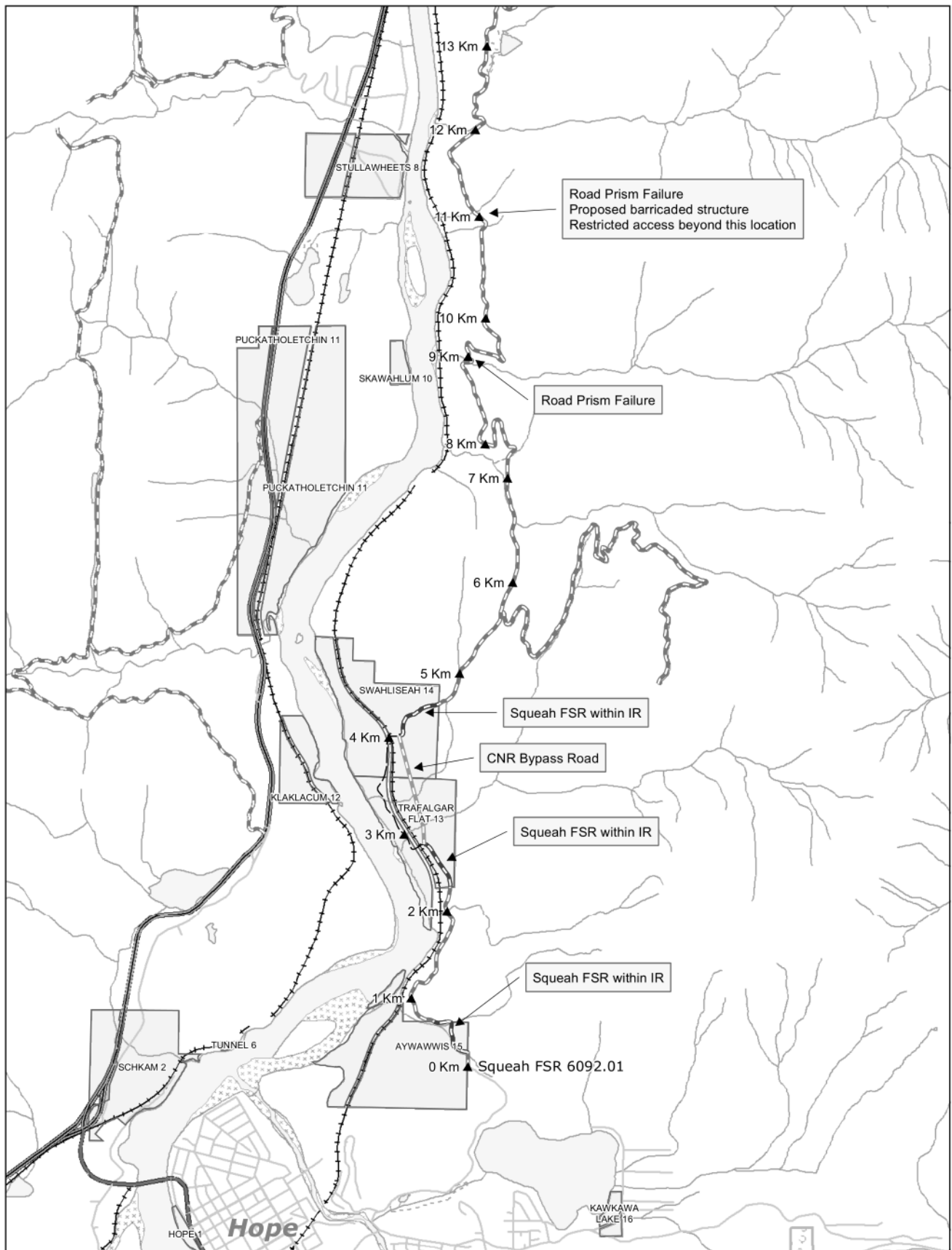
IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first written above:

Authorized Signatory

UNION BAR FIRST NATION
As Represented by
Union Bar Chief and Council
P.O. Box 788
Hope, B.C.
V0X 1L0

Authorized Signatory

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 c/o Chilliwack Natural
Resource District, 46360 Airport Road,
Chilliwack, BC, V2P 1A5



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

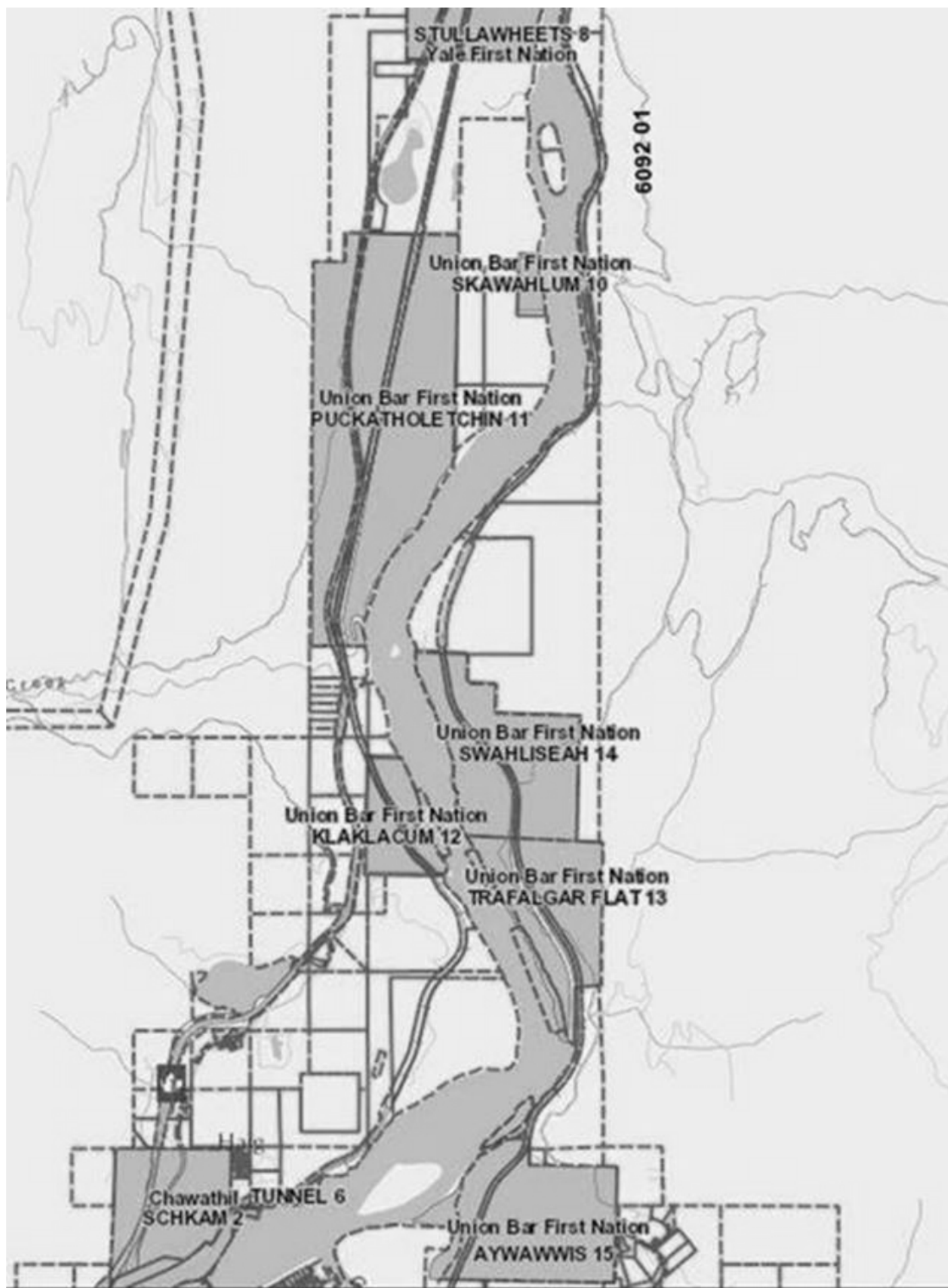
Created By: Chilliwack NR District
Date: May 11, 2021
Scale: 1:35,000

Legend

- | | |
|-----------------|---------------------|
| Indian Reserves | Forest Service Road |
| Km Markers | Road Permit |
| Rail Line | FSR within IR's |
| | CNR Bypass Road |



Schedule "A" Squeah Forest Service Road Access Agreement Union Bar First Nations



Union Bar First Nation - SRW Agreement - signed draft v1.pdf

From: Peters, Mike FLNR:EX <Mike.Peters@gov.bc.ca>
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Cc: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>
Sent: May 12, 2021 10:56:24 AM PDT
Attachments: Union Bar First Nation - SRW Agreement - signed draft v1.pdf
Signed this version, thanks Randall.



File: 10420-30/Union Bar First Nation

May 12, 2021,

Union Bar First Nation PO Box 788
Hope, BC V0X 1L0

Dear Chief Andy Alex:

As a result of public comment received in the Fall of 2020 and subsequent helicopter reconnaissance in the Spring of 2021 regarding the condition of the Squeah Forest Service Road (FSR), the Chilliwack Natural Resource District of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development, (FLNRORD) has been made aware of at least (2) areas of concern along the Squeah FSR that pose serious safety and environmental risks.

(For your reference please find an attached map identifying the areas of concern).

Location	Issue	Comments
9.0 km Squeah FSR	Road surface erosion and road prism failure.	Drainage structures should be addressed restore water courses, establish ditch-line, install cross-ditches
11.0 km Squeah FSR	Road prism failure.	Non-certified crossing (Homemade structure), Structure is considered unsafe for users and should be removed. Ground assessment is required to determine the extent of fill-slope stabilization and water management works. Install temp barrier until ground works can be completed

To address road user safety issues related to the road prism failure at 9.0 km and 11.0 km of the Squeah FSR, inclusive of the safe use of railway infrastructure immediately downslope, and to mitigate the potential for further environmental degradation, FLNRORD is proposing to re-establish a functional ditch-line and install cross-dich(s) at 9.0 km. The proposed works also include the removal of the non-certified structure and installation of a temporary barricade at 11.0 km. The barricade would remain in place until a geotechnical assessment is completed and prescriptions to address the unstable terrain issues have been developed.

FLNRORD will share the technical memo generated by the professional assessment and consult with the Union Bar First Nations prior to the commencement of any proposed works to restore access beyond 11.0 kms of the FSR.

In support of ongoing consultation with SRRMC/PRRO/STSA regarding the issuance of Woodlot W2103 and the concern that the area is potentially within a sanctuary zone (part of the S'olh Temexw Use Plan cultural areas), FLNRORD is prepared to complete a Cultural Heritage Overview Assessment (CHOA) for the area. It is anticipated that the completion of this assessment will satisfy the identified concerns and fill some of the cultural information gaps in the area.

It is proposed that; the reparation of the drainage structures at 9.0 kms, the removal of the non-certified unsafe structure at 11.0 kms, associated road stabilization works, installation of a temporary barricade inclusive of both the geotechnical assessment and CHOA will be completed without prejudice and in lieu of any fees associated with a short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

The short-term access agreement will commence concurrent with the road works proposed at 9.0 kms of the Squeah FSR and will conclude on December 31, 2026. The short-term access agreement will be for Ministry personnel only for the purpose of conducting forestry or other natural resource related activities.

Please indicate your acknowledgement and agreement with the terms detailed in this letter by signing where indicated below.

Yours truly,



Digitally signed
by Mike Peters
Date: 2021.05.12
10:55:40 -07'00'

Mike Peters

District Manager, Chilliwack Natural Resource District Ministry of Forests, Lands and Natural Resource
Operations and Rural Development
Chilliwack Natural Resource District

Page 2 of 2

Ministry of Forests, Lands and Natural Resource
Operations and Rural Development
Chilliwack Natural Resource District

Mailing Address:
46360 Airport Road
Chilliwack, BC, V2P 1A5

Tel: (604) 702-5700
Fax: (604) 702-5711



Terms of Instrument

STATUTORY RIGHT OF WAY AGREEMENT - INDUSTRIAL ROADS

This Agreement dated for reference _____, 20__, is made:

BETWEEN: UNION BAR FIRST NATION
PO Box 788
Hope, BC
V0X 1L0

OF THE FIRST PART

("the Grantor")

**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, c/o Chilliwack Natural Resource District,
46360 Airport Road, Chilliwack, BC, V2P 1A5**

OF THE SECOND PART

(the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of land legally described as:
Union Bar First Nation: Trafalgar Flat 13 Indian Reserve, Swahliseah 14 Indian Reserve, and
Ayawwis 15 Indian Reserve
(the "Lands")
- B. The Grantor owns private industrial roads constructed on a portion of the Lands.
- C. The Grantor has agreed to grant to the Grantee on the terms and conditions set out in this Agreement a right-of-way (the "right-of-way") over the roads which exist within the Lands at the date of this Agreement and to construct certain works on, over and under portions of the Lands.
- D. The right-of-way is necessary for the operation and maintenance of an undertaking of the Grantee.

THE GRANTOR AND THE GRANTEE NOW AGREE AS FOLLOWS:

1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee now agree as follows:

The Grantor grants to the Grantee and to the Grantee's employees, agents, invitees and contractors, a non-exclusive right-of-way in common with the Grantor and the Grantor's employees, agents, invitees and contractors to pass and repass along, and over the right-of-way, together with the right to upgrade and maintain roads within the right-of-way, including relocating or constructing roads, for the purpose of conducting forestry or other resource related activities.

2. Grantee Expenditures

Should any of the existing roads within the said right-of-way become a Forest Service Road by acquisition under Section 121 of the *Forest Act*:

- a. the Grantee will not use the foregoing expenditures for the purposes of claiming the existing road through the Lands as a public or Forest Service Road.

3. Payment

For the term of this Agreement, the Grantee will pay the Grantor a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted. The Grantee will compensate the Grantor by removing the down rated CK-2253 structure from within the Trafalgar Flat 13 IR. This work will be without prejudice, in-kind and in lieu of any fees associated with this short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

4. Terms of Agreement

- a) The term of this Agreement is for five(5) years, commencing _____, 2021 and ending on Dec 31, 2026, unless sooner terminated or extended in accordance with this agreement.
- b) It is agreed that, without derogating from the fact that the statutory right-of-way granted herein is granted over all the Lands, the Grantee agrees, as a personal covenant rather than a modification of the statutory right-of-way granted herein, that the exercise of the right to pass and repass along, and over Lands granted hereby shall only be exercised by it and by its employees, agents and contractors along and over those portions of the Lands containing the roads approximately shown on the sketch plan attached hereto as Schedule "A", and having a width of twenty (20) metres, centred on the centre line of each such road.
- c) The Grantee, at its sole discretion, may terminate this agreement by giving the Grantor six (6) months written notice.

5. Promises

a) The Grantee will:

- (i) use, and permit the use of, the right-of-way only for the purposes set out in section 1 and for no other purpose without the express written consent of the Grantor, which consent shall not be unreasonably withheld;
- (ii) use, and permit the use of, the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) use its best efforts to prevent, control and extinguish any fire on the Lands which the Grantee, its employees, agents, invitees and contractors may cause, and will conform to and observe the provisions of the *Wildfire Act* (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Grantee will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Grantee is responsible under this subsection on an actual cost basis and not on the Grantee scale;
- (iv) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (v) ensure that the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors does not impair or obstruct the condition of the right-of-way;
- (vi) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors;
- (vii) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the right-of-way by the Grantee, its employees, agents, invitees or contractors, excepting always liability arising out of the acts or omissions of the Grantor, its employees, agents, invitees or contractors;
- (viii) not claim any indemnity or compensation from the Grantor for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of the Grantor or any party for whom they are responsible.

b) The Grantor will:

- i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

6, Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

a. To the Province:

District Manager

Chilliwack Natural Resource District

Ministry of Forests, Lands and Natural Resource Operations
46360 Airport Road, Chilliwack, BC, V2P 1A5

b. To the Grantor:

Union Bar First Nation
PO Box 788
Hope, BC V0X 1LO

or at such other addresses as the parties hereto may from time to time designate in writing.

7. Defaults

If the Grantee, its employees, agents, invitees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after the Grantor has given notice to the Grantee specifying the default and requesting it be cured, the Transferor may suspend all rights of the Grantee under this Agreement while this default continues. While its rights under this Agreement are suspended, the Grantee will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Grantee shall not operate as a waiver of its rights with respect to any continuing subsequent default.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Grantor and the Grantee regarding the right-of-way and supersedes all prior agreements and understandings between them. There are no representations, promises, agreements or understandings between the Grantor and the Grantee concerning the right-of-way that are not expressly set out in this Agreement.

9. Enurement

This Agreement will enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and permitted assigns. The word *Grantor* is deemed to include the heirs, executors, administrators, successors, and assigns, wherever the context so admits.

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

11. Arbitration

If any dispute shall arise between the parties concerning the rights and obligations contained in this Agreement created herein, which dispute cannot be resolved by agreement, then the dispute shall be resolved pursuant to the *Commercial Arbitration Act* of the Province of British Columbia.

12. Execution

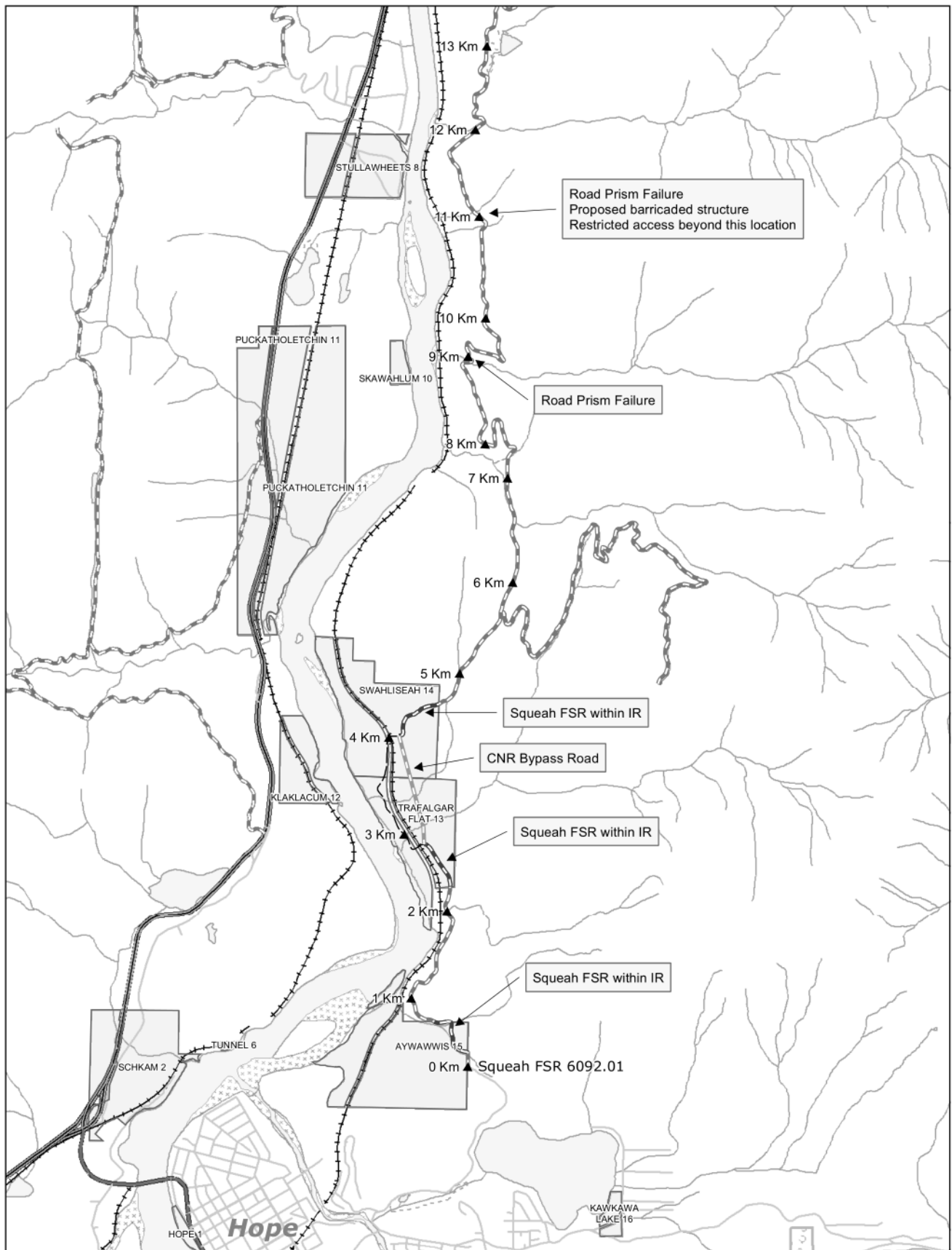
IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first written above:

Authorized Signatory

UNION BAR FIRST NATION
As Represented by
Union Bar Chief and Council
P.O. Box 788
Hope, B.C.
V0X 1L0

Authorized Signatory

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 c/o Chilliwack Natural
Resource District, 46360 Airport Road,
Chilliwack, BC, V2P 1A5



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Created By: Chilliwack NR District
Date: May 11, 2021
Scale: 1:35,000

Legend

- | | |
|-----------------|---------------------|
| Indian Reserves | Forest Service Road |
| Km Markers | Road Permit |
| Rail Line | FSR within IR's |
| | CNR Bypass Road |

Schedule "A" Squeah Forest Service Road Access Agreement Union Bar First Nations



RE: Union Bar Agreement

From: Dayton, Randall FLNR:EX
To: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>
Sent: May 12, 2021 2:52:43 PM PDT
Attachments: image001.png, image003.jpg, image005.jpg, Draft Union Bar First Nation - SRW Agreement.pdf

Sending the draft agreement may be a better starting place (copy attached without the cover letter) We can have Mike resign when we get a final. Thanks

Randall Dayton RFT

Resource Manager

Chilliwack Natural Resource District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

Phone (778) 704-7046 Fax: (604) 702.5711 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

From: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>
Sent: May 12, 2021 2:47 PM
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Subject: RE: Union Bar Agreement

That was the part of the letter I was thinking humming and hawing about and that we need to be very clear with Union Bar that it isn't the final agreement. The other thought is that I just send the draft agreement and when we finalize it we can send Mikes signed copy of the letter and final agreement.

Cat



CATHARINE CHARMAN, RPF

LAND AND RESOURCE SPECIALIST
FLNRORD, CHILLIWACK BC

PHONE : (778) 704-7045 CELL : (604) 793 – 3073

From: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Sent: May 12, 2021 1:57 PM
To: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>
Subject: RE: Union Bar Agreement

Thanks Cat,

Just thinking as the letter was written for when the agreement becomes final (section speaks to if you agree , sign below) we should preface the into to Probyn accordingly.

Happy to discuss further or help craft a letter to them

Randall Dayton RFT

Resource Manager

Chilliwack Natural Resource District

46360 Airport Road Chilliwack B.C., V2P 1A5

Randall.Dayton@gov.bc.ca

Phone (778) 704-7046 Fax: (604) 702.5711 Mobile: (604) 316-5511

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

From: Charman, Catharine FLNR:EX <Catharine.Charman@gov.bc.ca>
Sent: May 12, 2021 1:00 PM
To: Dayton, Randall FLNR:EX <Randall.Dayton@gov.bc.ca>
Subject: Union Bar Agreement

Hi Randall,

Sorry I'm on another call but yes, I will send it to John from Probyn and he will forward it. So I'll send the Second document Mike signed

Thanks,
Cat

CATHARINE CHARMAN, RPF



LAND AND RESOURCE SPECIALIST
MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT
CHILLIWACK NATURAL RESOURCE DISTRICT
46360 AIRPORT ROAD, CHILLIWACK BC

PHONE : (778) 704-7045

CELL: (604) 793-3073

FAX: (604) 702-5711

E-MAIL: CATHARINE.CHARMAN@GOV.BC.CA



Terms of Instrument

STATUTORY RIGHT OF WAY AGREEMENT - INDUSTRIAL ROADS

This Agreement dated for reference _____, 20__, is made:

BETWEEN: UNION BAR FIRST NATION
PO Box 788
Hope, BC
V0X 1L0

OF THE FIRST PART

("the Grantor")

**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, c/o Chilliwack Natural Resource District,
46360 Airport Road, Chilliwack, BC, V2P 1A5**

OF THE SECOND PART

(the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of land legally described as:
Union Bar First Nation: Trafalgar Flat 13 Indian Reserve, Swahliseah 14 Indian Reserve, and
Ayawwis 15 Indian Reserve
(the "Lands")
- B. The Grantor owns private industrial roads constructed on a portion of the Lands.
- C. The Grantor has agreed to grant to the Grantee on the terms and conditions set out in this Agreement a right-of-way (the "right-of-way") over the roads which exist within the Lands at the date of this Agreement and to construct certain works on, over and under portions of the Lands.
- D. The right-of-way is necessary for the operation and maintenance of an undertaking of the Grantee.

THE GRANTOR AND THE GRANTEE NOW AGREE AS FOLLOWS:

1. Grant of Right-of-Way

Now therefore, in consideration of the amount described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Granter and the Grantee now agree as follows:

The Granter grants to the Grantee and to the Grantee's employees, agents, invitees and contractors, a non-exclusive right-of-way in common with the Granter and the Granter's employees, agents, invitees and contractors to pass and repass along, and over the right-of-way, together with the right to upgrade and maintain roads within the right-of-way, including relocating or constructing roads, for the purpose of conducting forestry or other resource related activities.

2. Grantee Expenditures

Should any of the existing roads within the said right-of-way become a Forest Service Road by acquisition under Section 121 of the *Forest Act*:

- a. the Grantee will not use the foregoing expenditures for the purposes of claiming the existing road through the Lands as a public or Forest Service Road.

3. Payment

For the term of this Agreement, the Grantee will pay the Granter a fee of \$1.00, the receipt and sufficiency of which is hereby acknowledged, for the rights herein granted. The Grantee will compensate the Granter by removing the down rated CK-2253 structure from within the Trafalgar Flat 13 IR. This work will be without prejudice, in-kind and in lieu of any fees associated with this short term access agreement through Trafalgar Flat 13, Swahliseah 14, and Aywawwis 15 IRs.

4. Terms of Agreement

- a) The term of this Agreement is for five(5) years, commencing _____, 2021 and ending on Dec 31, 2026, unless sooner terminated or extended in accordance with this agreement.
- b) It is agreed that, without derogating from the fact that the statutory right-of-way granted herein is granted over all the Lands, the Grantee agrees, as a personal covenant rather than a modification of the statutory right-of-way granted herein, that the exercise of the right to pass and repass along, and over Lands granted hereby shall only be exercised by it and by its employees, agents and contractors along and over those portions of the Lands containing the roads approximately shown on the sketch plan attached hereto as Schedule "A", and having a width of twenty (20) metres, centred on the centre line of each such road.
- c) The Grantee, at its sole discretion, may terminate this agreement by giving the Granter six (6) months written notice.

5. Promises

a) The Grantee will:

- (i) use, and permit the use of, the right-of-way only for the purposes set out in section 1 and for no other purpose without the express written consent of the Grantor, which consent shall not be unreasonably withheld;
- (ii) use, and permit the use of, the right-of-way so as not to cause any damage or disturbance to the right-of-way or the Lands and in particular, but without limitation, to the natural drainage pattern of the Lands;
- (iii) use its best efforts to prevent, control and extinguish any fire on the Lands which the Grantee, its employees, agents, invitees and contractors may cause, and will conform to and observe the provisions of the *Wildfire Act* (as amended or replaced from time to time) and any other statutes and regulations that are in force or may in the future be enacted or made regarding the prevention of fires. The Grantee will reimburse the Grantor for any costs or expenses the Grantor incurs to fight fires for which the Grantee is responsible under this subsection on an actual cost basis and not on the Grantee scale;
- (iv) comply with any laws, regulations, bylaws, standards, policies, directions, permits or orders of any duly constituted authority governing, affecting, or in any way related to the use of the right-of-way;
- (v) ensure that the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors does not impair or obstruct the condition of the right-of-way;
- (vi) ensure that the right-of-way remains in an environmentally sound, clean, safe and orderly condition, and free from all waste, including, without limitation, wood waste relating to the use of the right-of-way by the Grantee, its employees, agents, invitees, or contractors;
- (vii) indemnify and save harmless the Grantor from and against any and all losses, claims, damages, actions, causes of actions, costs and expenses that the Grantor may sustain, incur, suffer or be put to arising out of the use of the right-of-way by the Grantee, its employees, agents, invitees or contractors, excepting always liability arising out of the acts or omissions of the Grantor, its employees, agents, invitees or contractors;
- (viii) not claim any indemnity or compensation from the Grantor for any loss, damage, injury or expense (including, without limitation, in respect of bodily injury or death of any person or loss or damage to any property) caused by the condition of the right-of-way, except to the extent that such loss, damage, injury or expense arises from the negligent acts or omissions of the Grantor or any party for whom they are responsible.

b) The Grantor will:

- i) not do or knowingly permit to be done any act or thing which will interfere with or injure the use, construction or maintenance of the right-of-way.

6. Notice

Any notice, document or communication required or permitted to be given under this agreement must be in writing and will be deemed to have been given if delivered by hand, courier, or double-registered mail to the party to whom it is to be given as follows:

a. To the Province:

District Manager

Chilliwack Natural Resource District

Ministry of Forests, Lands and Natural Resource Operations
46360 Airport Road, Chilliwack, BC, V2P 1A5

b. To the Grantor:

Union Bar First Nation
PO Box 788
Hope, BC V0X 1L0

or at such other addresses as the parties hereto may from time to time designate in writing.

7. Defaults

If the Grantee, its employees, agents, invitees and contractors default in the observance and performance of any material term and condition contained in this Agreement and such default is not remedied within a reasonable period of time after the Grantor has given notice to the Grantee specifying the default and requesting it be cured, the Transferor may suspend all rights of the Grantee under this Agreement while this default continues. While its rights under this Agreement are suspended, the Grantee will have no right to enter upon the right-of-way or to exercise any of the rights granted to it under this Agreement, except as required to cure the default. Any failure by the Grantor to exercise its rights with respect to any particular default of the Grantee shall not operate as a waiver of its rights with respect to any continuing subsequent default.

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10. Governing Law

This Agreement will be governed by and construed in accordance with the laws in force from time to time in British Columbia.

11. Arbitration

If any dispute shall arise between the parties concerning the rights and obligations contained in this Agreement created herein, which dispute cannot be resolved by agreement, then the dispute shall be resolved pursuant to the *Commercial Arbitration Act* of the Province of British Columbia.

12. Execution

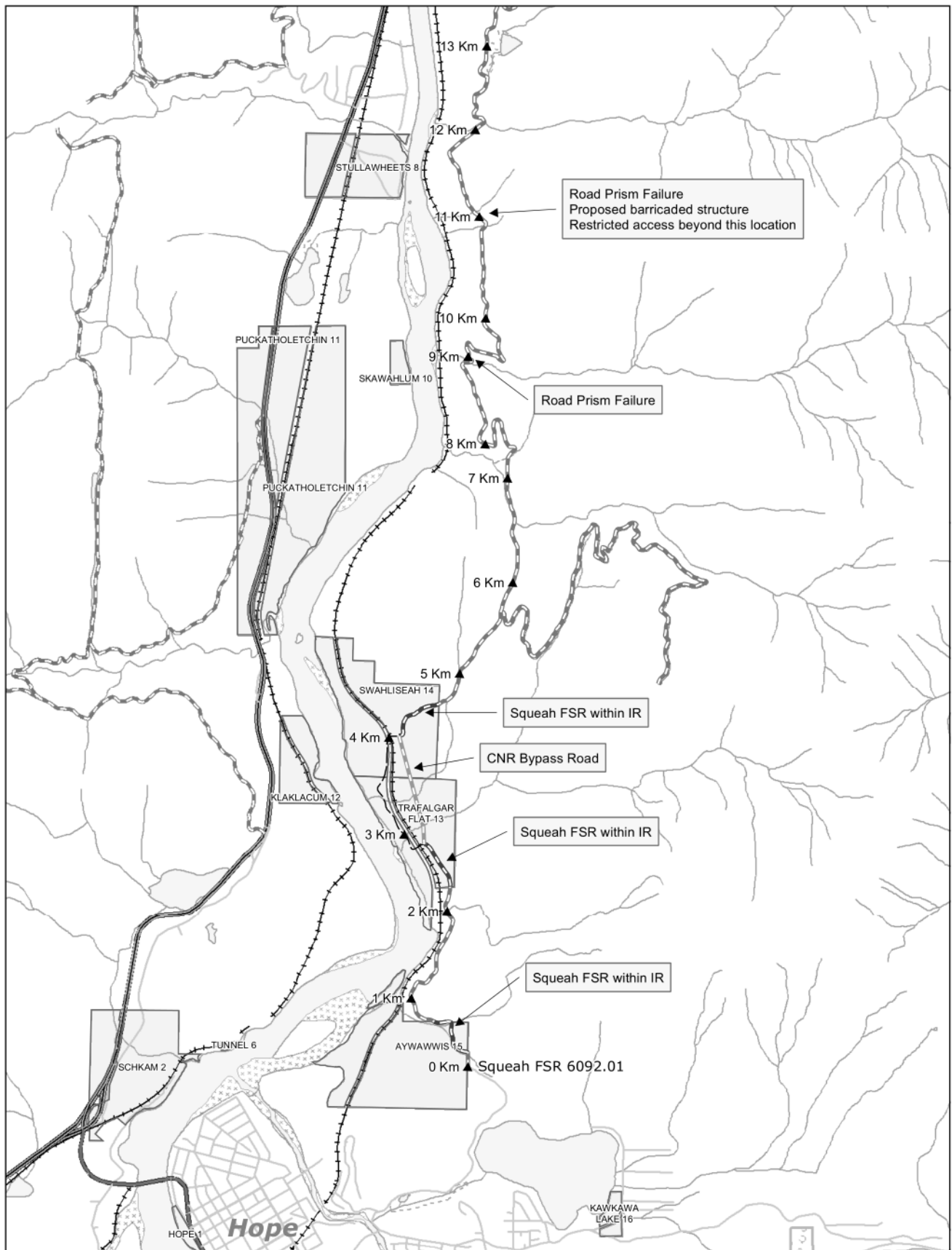
IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first written above:

Authorized Signatory

UNION BAR FIRST NATION
As Represented by
Union Bar Chief and Council
P.O. Box 788
Hope, B.C.
V0X 1L0

Authorized Signatory

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 c/o Chilliwack Natural
Resource District, 46360 Airport Road,
Chilliwack, BC, V2P 1A5



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Created By: Chilliwack NR District
Date: May 11, 2021
Scale: 1:35,000

Legend

- | | |
|-----------------|---------------------|
| Indian Reserves | Forest Service Road |
| Km Markers | Road Permit |
| Rail Line | FSR within IR's |
| | CNR Bypass Road |

Schedule "A" Squeah Forest Service Road Access Agreement Union Bar First Nations





Ministry of Forests

Registered Timber Mark Certificate

173771

Issued at Victoria, British Columbia this 5th day of June, 2014.

Issued to:

INDIGENOUS AND NORTHERN AFFAIRS CANADA
600 1138 MELVILLE ST
VANCOUVER, BC, CANADA V6E4S3

Timber Mark as shown below, is issued under the provisions of Part 5 of the Forest Act and may be used on timber cut only on the land identified as:

TRAFALGAR FLAT IR #13, LATITUDE 49 DEGREES, 25 MINUTES NORTH; LONGITUDE 121 DEGREES, 25 MINUTES WEST; SWAHLISEASH IR #14, LATITUDE 49 DEGREES, 25 MINUTES NORTH, LONGITUDE 121 DEGREES, 25 MINUTES NORTH

Crown Granted: VARIOUS

Inventory Region/Compartment/Letter:

South Coast Natural Resource Region

Chilliwack Natural Resource District

TIMBER MARK DESIGNATION

Indian Reserve

I R O
7 1 3

This Timber Mark expires on 4th day of June, 2019.

A Timber Mark issued under Section 85 of the Forest Act is not transferable.

This Timber Mark certificate and the Timber Mark may be cancelled as per Section 85(5).

Janelle Martins
Registrar of Timber Marks

TIMBER MARK	SCALE SITE	SCALING PERIOD	SPECIES	PRODUCT	GRADE	BILLING TYPE	VOLUME SCALED	TOTAL AMOUNT	ROYALTY AMOUNT	RESERVE STUMPAGE AMOUNT	BONUS STUMPAGE AMOUNT	SILV LEVY AMOUNT	DEV LEVY AMOUNT	ENTRY TIMESTAMP	ENTRY USER ID	UPDATE TIME STAMP	UPDATE USER ID
IR0713	12V	14-09-30	BA		J	NP	3.701	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	CE		J	NP	13.888	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	CE		U	NP	7.059	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		C	NP	10.072	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		H	NP	13.569	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		I	NP	17.817	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		J	NP	33.922	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	FI		U	NP	14.969	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		H	NP	5.988	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		I	NP	3.132	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		J	NP	36.837	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	12V	14-09-30	HE		U	NP	7.85	0	0	0	0	0	0	14-09-23	HBSBATCH	14-09-23	
IR0713	3840	14-10-31	BA		U	NP	6.634	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	BI		W	NP	0.393	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	BI		Y	NP	0.338	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		H	NP	26.231	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		I	NP	42.779	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		J	NP	50.195	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		M	NP	2.36	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		U	NP	31.844	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	CE		Y	NP	0.236	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		C	NP	2.83	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		H	NP	6.683	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		I	NP	24.653	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		J	NP	30.833	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	FI		U	NP	28.72	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	HE		I	NP	7.94	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	HE		J	NP	7.412	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	HE		U	NP	76.841	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	MA		W	NP	0.551	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-10-31	MA		Y	NP	1.697	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	3840	14-11-30	BA		I	NP	1.893	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	BA		J	NP	1.046	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	BA		U	NP	10.14	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		H	NP	17.826	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		I	NP	18.952	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		J	NP	43.727	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		M	NP	2.775	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		U	NP	15.003	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	CE		X	NP	0.216	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		H	NP	9.682	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		I	NP	14.092	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		J	NP	10.644	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		U	NP	6.193	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	FI		X	NP	0.214	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	HE		I	NP	23.245	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	HE		J	NP	8.115	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	3840	14-11-30	HE		U	NP	36.778	0	0	0	0	0	0	14-11-29	HBSBATCH	14-11-29	
IR0713	7200	14-10-31	AL		W	NP	0.144	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	AL		Y	NP	0.058	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		H	NP	0.006	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		J	NP	3.319	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		U	NP	4.506	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		X	NP	0.178	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		Y	NP	0.082	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BA		Z	NP	0.004	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BI		W	NP	0.002	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	BI		Y	NP	0.009	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CE		J	NP	0.007	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CE		U	NP	0.039	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CE		Y	NP	0.002	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CE		Z	NP	0	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		J	NP	0.07	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		U	NP	0.175	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		X	NP	0.016	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		Y	NP	0.007	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	CY		Z	NP	0	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		J	NP	0.247	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		U	NP	0.373	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		X	NP	0.033	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		Y	NP	0.01	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	FI		Z	NP	0.001	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		H	NP	0.009	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		I	NP	0.022	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		J	NP	9.975	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		U	NP	12.686	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		X	NP	0.537	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		Y	NP	0.205	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	HE		Z	NP	0.01	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		J	NP	0.006	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		U	NP	0.004	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		X	NP	0.002	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	LO		Y	NP	0.001	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	MA		W	NP	0.003	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	SP		J	NP	0.025	0	0	0	0	0	0	14-11-07	HBSBATCH	14-11-07	
IR0713	7200	14-10-31	SP		U	NP	0.041	0	0	0	0	0</					