Strategic Land and Resource Planning Agreement

This Agreement is dated for reference this 9th day of December, 2009.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,

as represented by the Minister of Forests and Range and Minister Responsible for the Integrated Land Management Bureau

(hereinafter "British Columbia" or "Party")

AND

DOIG RIVER FIRST NATION,

as represented by Chief of the Doig River First Nation,
PROPHET RIVER FIRST NATION,
as represented by the Chief of the Prophet River First Nation,
WEST MOBERLY FIRST NATIONS,
as represented by the Chief of West Moberly First Nations

(hereinafter collectively the "Treaty 8 First Nations" and individually each a "Treaty 8 First Nation")

each a "Party" and collectively the "Parties"

PREAMBLE

Whereas The Constitution Act, 1982, section 35(1) states, "The existing aboriginal and

treaty rights of the aboriginal peoples of Canada are hereby recognized and

affirmed":

Whereas The Parties are seeking mutually acceptable reconciliation with respect to

Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act*, 1982, which may be adversely affected by the strategic planning decisions respecting land use and natural resource use that are made

by British Columbia;

Whereas This SLRP Agreement sets out a collaborative relationship between the Treaty

8 First Nations and British Columbia with respect to Strategic Land and

Resource Planning;

Whereas The Parties acknowledge that British Columbia and First Nations'

representatives are engaged in discussions to develop a "New Relationship" and that the discussions may result in new arrangements and enhanced relationships between the Province and First Nations in British Columbia;

Whereas The Parties acknowledge that this SLRP Agreement reflects the nature of an

emerging new relationship between British Columbia and Treaty 8 First

Nations;

Whereas The First Nations did not participate in the establishment of the Fort St. John,

Fort Nelson and Dawson Creek Land and Resource Management Plans

(LRMPs);

Whereas The Parties wish to work collaboratively to jointly develop planning priorities

and strategic land and resource plans on a government to government basis;

Whereas British Columbia and Treaty 8 First Nations have entered into an Economic

Benefits Agreement dated February 27, 2008, as amended;

Whereas The Parties wish to provide for a process by which Halfway, Saulteau or Fort

Nelson, as the case may be, becomes a party to this SLRP Agreement; and

Whereas Other First Nations have rights recognized and affirmed by section 35(1) of

the Constitution Act, 1982, which need to be considered by British Columbia

in its strategic land use planning.

THEREFORE the Parties agree as follows.

1.0 DEFINITIONS

1.1 In this Strategic Land and Resource Planning Agreement and the preamble hereto:

"Agreement Area" means the area within the boundary identified on the map attached as Appendix A;

"Amended Economic Benefits Agreement, 2009" means the economic benefits agreement between British Columbia and the Doig River, Prophet River and West Moberly First Nations;

"Business Case" means a jointly developed planning business case that must contain the following six key elements: 1) problem or opportunity statement; 2) background; 3) strategic alignment; 4) options assessment; 5) cost and benefit considerations, and; 6) recommended option;

"Completed Agreement" means an agreement regarding revenue sharing or resource management entered into between British Columbia and each Treaty 8 First Nation,

which British Columbia and the Treaty 8 First Nations agree to designate as a "Completed Agreement";

"EBA" means the Economic Benefits Agreement entered into by British Columbia and four Treaty 8 First Nations, dated for reference February 27, 2008, as amended;

"Fort Nelson" means Fort Nelson First Nation;

"Government to Government Protocol Agreement" means the protocol agreement between British Columbia and the Doig River, Prophet River and West Moberly First Nations;

"Halfway" means Halfway River First Nation;

"Joint Strategic Land and Resource Planning" means a process whereby the Treaty 8 First Nations and British Columbia, without changing their rights and responsibilities, agree to engage collaboratively in Strategic Land and Resource Planning, on a specific set of issues, within jointly agreed timeframes, with the goal of seeking an outcome that accommodates rather than compromises their respective interests;

"Minister" means the Minister of Her Majesty the Queen in Right of British Columbia having responsibility for strategic land and resource planning, and includes a designate of the Minister;

"Opt-in Effective Date" means the effective date on which Halfway, Saulteau or Fort Nelson, as the case may be, becomes a party to this SLRP Agreement, which date will be specified in an amendment agreement, as more particularly described in section 12:

"Saulteau" means Saulteau First Nations;

"Significant Areas" means the areas identified through Joint Strategic Land and Resource Planning by the Parties as particularly critical to the preservation of the meaningful exercise of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) Constitution Act, 1982;

"SLRP Agreement" means this agreement for collaborative Strategic Land and Resource Planning;

"Strategic Land and Resource Planning" means the processes and associated outcomes that provide strategic direction through land use zoning and land management objectives, over large defined areas, and includes regional plans (such as Land and Resource Management Plans) and sub-regional plans; and

"Treaty 8-Northeast Managers Committee" means the Treaty 8-Northeast Managers Committee established pursuant to the Government to Government Protocol Agreement between the Parties.

2.0 PURPOSES

- 2.1 The purposes of this SLRP Agreement are to:
 - a. establish an ongoing collaborative working relationship founded on the basis of mutual respect and understanding;
 - b. set out the relationship between British Columbia and the Treaty 8 First Nations with regard to Strategic Land and Resource Planning;
 - c. set out a process to ensure the opportunity for the consideration of the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the Constitution Act, 1982;
 - d. consider competing values and interests in land use and natural resource management through Joint Strategic Land and Resource Planning and the activities of any plan implementation and monitoring committee; and
 - e. set out processes to facilitate meaningful engagement of individual Treaty 8 First Nations in Joint Strategic Land and Resource Planning.

3.0 SCOPE

- 3.1 This SLRP Agreement applies to any Strategic Land and Resource Planning commenced at the direction of the Minister in the Agreement Area.
- 3.2 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the location of the western boundary of the geographic area of Treaty No. 8, and that nothing in this SLRP Agreement, and in particular, Appendix "A", is an admission of fact or liability by British Columbia or the Treaty 8 First Nations, or an admission of the position of the other.
- 3.3 The boundary shown on Appendix A is not intended to be an acknowledgement of the position of British Columbia or the Treaty 8 First Nations with regard to:
 - a. the geographic extent, including the western boundary, of Treaty 8;
 - b. the nature and extent of the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the Constitution Act, 1982; or
 - c. the geographic extent of the application of the Crown's duty to consult the Treaty 8 First Nations.

4.0 OBJECTIVES

- 4.1 The objectives of this SLRP Agreement are to provide for Strategic Land and Resource Planning in a manner that:
 - a. promotes and enables the participation of Treaty 8 First Nations;
 - b. promotes communication, collaboration and improves the sharing of information between the Parties;
 - c. results in Joint Strategic Land and Resource Planning processes that address capacity, decision making and conflict resolution, and are mutually acceptable;
 - d. results in strategic land and resource plans developed jointly on a government-to-government basis;
 - e. is consistent with Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the Constitution Act, 1982;
 - f. integrates traditional knowledge of the Treaty 8 First Nations into Strategic Land and Resource Planning;
 - g. promotes and enhances working relationships between the Parties at the operational staff level; and
 - h. fosters collaboration on plan implementation, monitoring, and amendment.

5.0 JOINT STRATEGIC LAND AND RESOURCE PLANNING PRINCIPLES

- 5.1 Pursuant to this SLRP Agreement, Joint Strategic Land and Resource Planning will:
 - a. create a shared vision for strategic land and resource use;
 - b. be open & transparent;
 - c. be led by the Parties;
 - d. focus on use and stewardship of lands and resources rather than jurisdiction and ownership;
 - e. incorporate a balance between traditional and scientific knowledge;
 - f. provide for multiple levels of engagement between the Parties to ensure effective problem solving;

- g. be based on best practices in relation to planning, engagement and collaboration;
- h. provide for the engagement of stakeholders;
- i. make efficient use of the Parties' available internal resources and respect mutual resource and capacity limitations;
- j. be mandated and ratified by the Parties through their respective internal processes;
- k. result in greater land use certainty and reduce land use conflict;
- 1. provide opportunities for First Nations to benefit from planning outcomes;
- m. provide a foundation for planning and consultation efficiencies; and
- n. consider using any planning methodologies, that the Province may in the future endorse on a province-wide basis, to address ecosystem-based processes and adaptive management principles, including a consideration of cumulative human impacts.

6.0 TREATY 8-NORTHEAST MANAGERS COMMITTEE

- 6.1 The Treaty 8-Northeast Managers Committee will undertake the prioritization and facilitation of Joint Strategic Land and Resource Planning in a manner that respects Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the Constitution Act, 1982.
- 6.2 The Treaty 8-Northeast Managers Committee will make reasonable efforts to ensure that available financial and human resources are allocated to undertake the work contemplated in this SLRP Agreement, including the establishment of standing subcommittees or ad hoc working groups where required.
- 6.3 To address Joint Strategic Land and Resource Planning matters, the Treaty 8-Northeast Managers Committee, or a designated sub-committee pursuant to section 6.7 of the Government to Government Protocol Agreement, will devote no fewer than four meetings in the first year after this SLRP Agreement takes effect and no fewer than two meetings per year thereafter unless otherwise agreed in writing by the Parties.
- 6.4 The Treaty 8-Northeast Managers Committee may:
 - a. invite other governments to participate in the collaborative processes established under this SLRP Agreement; and

- b. for the purpose of obtaining a variety of perspectives and access to diverse sources of information, invite non-governmental stakeholders to participate in meetings of the Treaty 8-Northeast Managers Committee, in an advisory capacity.
- 6.5 The Treaty 8-Northeast Managers Committee's tasks will include, but will not be limited to:
 - a. developing planning project inventories, and reviewing proposed Business Cases for Joint Strategic Land and Resource Planning and making recommendations to the Parties on priorities for Joint Strategic Land and Resource Planning;
 - evaluating, and considering as part of the review of proposed Business Cases and the prioritization process, capacity requirements for Joint Strategic Land and Resource Planning projects;
 - c. exploring opportunities for securing funding for Joint Strategic Land and Resource Planning projects;
 - d. ensuring appropriate consideration of the Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the Constitution Act, 1982;
 - e. ensuring any proposed planning Business Case identifies competing values and interests in land use and natural resource management to be addressed, as may be appropriate, by Joint Strategic Land and Resource Planning;
 - f. considering appropriate Treaty 8 First Nation participation in existing plan implementation and monitoring committees;
 - g. ensuring appropriate processes are designed and implemented to engage individual Treaty 8 First Nations in Joint Strategic Land and Resource Planning processes;
 - h. fostering an ongoing collaborative working relationship between the Parties founded on the basis of mutual respect and understanding;
 - i. strengthening and developing mechanisms for communications and information exchange between provincial agencies and Treaty 8 First Nations;
 - j. identifying and notifying the Treaty 8 First Nations of contract opportunities associated with Joint Strategic Land and Resource Planning;
 - identifying and developing opportunities for education and training of Treaty 8 First Nations members to qualify them for employment or other participation in Joint Strategic Land and Resource Planning;
 - 1. reviewing and recommending for approval by the Parties any final draft plans and any proposed amendments to existing plans; and

- m. other tasks jointly agreed upon by the Treaty 8-Northeast Managers Committee.
- 6.6 If, in the course of carrying out its tasks, the Treaty 8-Northeast Managers Committee concludes that there is an issue arising from a provincial policy, statute or regulation affecting Strategic Land and Resource Planning that creates an obstacle to the achievement of the Purposes specified in section 2 and the Objectives specified in section 4 of this SLRP Agreement, the Treaty 8-Northeast Managers Committee may make recommendations to the responsible provincial minister(s) for changes to that policy, statute or regulation.

7.0 DESIGNATION OF TREATY 8 SIGNIFICANT AREAS

- 7.1 As a planning priority, the Parties will develop a Joint Strategic Land and Resource Planning process to consider and design appropriate designations and other mechanisms to address the meaningful exercise of rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* for the various Significant Areas.
- 7.2 The Joint Strategic Land and Resource Planning processes and appropriate designations and other mechanisms that may result for the Significant Areas will be designed to facilitate collaborative planning and management in a manner that:
 - a. reflects the interests and concerns of the Treaty 8 First Nations, their culture and history, and their ongoing and continuous presence;
 - b. where appropriate, accommodates Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
 - c. considers both existing tenures and future economic development activities by the Province;
 - d. addresses the statutory and other legal obligations of British Columbia;
 - e. allocates the natural resources for conservation, and compatible recreation, tourism and other sustainable economic opportunities;
 - f. integrates ecosystem and science-based management principles and traditional ecological and other knowledge of the Treaty 8 First Nations; and
 - g. subject to section 4.1(e) above, contributes to greater economic and development certainty on areas outside of the Significant Areas.
- 7.3 If the Significant Areas are established under the Land Act or the Environment and Land Use Act, the Parties may develop land use plans and land use objectives for the collaborative management of the established areas, so that:

- a. the established areas will be managed with the primary goal of maintaining their natural, cultural, and recreational values, and the preservation of the meaningful exercise of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) *Constitution Act*, 1982;
- b. there may be no commercial harvesting of forest resources except in accordance with the land use plans and land use objectives; and
- c. the established areas will be available for the use, recreation and enjoyment of all British Columbians, in accordance with applicable legislation, the land use plans and the land use objectives.
- 7.4 Subject to section 4.1(e) above, any consideration of the appropriate designations and other mechanisms for the Significant Areas must consider how the designations and other mechanisms would result in greater certainty for economic development activities on areas outside of the Significant Areas.

8.0 OTHER FIRST NATIONS

- 8.1 The Parties may jointly invite other First Nations to participate in the Joint Strategic Land and Resource Planning within an area to which those other First Nations assert an interest.
- 8.2 It is recognized that British Columbia must fulfil, potentially through separate consultations, any constitutional obligations it may have to consult with other First Nations who are not party to this SLRP Agreement, and consensus may not always be possible in Joint Strategic Land and Resource Planning.
- 8.3 It is also recognized that British Columbia has a constitutional obligation to recognize and affirm Treaty 8 First Nations' rights in accordance with the terms of Treaty 8 and the case law interpreting section 35(1) of the *Constitution Act, 1982*, when consulting with other First Nations.

9.0 COSTS AND PROJECT FUNDING

- 9.1 Each Party will be responsible for its own costs to participate in the processes contemplated under this SLRP Agreement.
- 9.2 The Parties will work cooperatively to acquire funds for projects under this Agreement as may be necessary from time to time.

10.0 DISPUTE RESOLUTION

- 10.1 In undertaking the tasks and other implementation provided for in this SLRP Agreement, the Treaty 8-Northeast Managers Committee will make best efforts to reach consensus.
- 10.2 To achieve consensus on disputed matters regarding a recommendation in relation to Joint Strategic Land and Resource Planning, the Treaty 8-Northeast Managers Committee may employ voluntary dispute resolution measures, that may include mediation conducted in good faith in an informal and non-adversarial manner.
- 10.3 If the Treaty 8-Northeast Managers Committee members are unable to resolve differences, the issue may be elevated to other senior levels of the government of British Columbia and Treaty 8 First Nations for further discussion and potential resolution as per section 7 of the Government to Government Protocol Agreement.
- 10.4 If a dispute arises between the Parties regarding the interpretation of a provision of this SLRP Agreement, or an obligation of a Party under this SLRP Agreement, the Parties or their duly appointed representatives will meet as soon as practicable to attempt to resolve the dispute.
- 10.5 The Parties may agree to choose other appropriate approaches to assist in reaching resolution of a dispute.

11.0 AMENDMENT

- 11.1 The Parties will review this SLRP Agreement not more frequently than on an annual basis and may negotiate and attempt to reach agreement on any proposed amendments, at the request of the Treaty 8 First Nations or British Columbia.
- 11.2 If any new provincial initiative applicable to British Columbia's Strategic Land and Resource Planning results in opportunities for the Parties to enhance or otherwise improve the role of the Treaty 8 First Nations in Strategic Land and Resource Planning, British Columbia will offer to amend this SLRP Agreement, to include those opportunities.
- 11.3 Any amendments to this SLRP Agreement will require the written consent of the Parties and will take effect once all Parties have signed the amendment.
- 11.4 If the location of the western boundary of the geographic area of Treaty No. 8 within British Columbia is agreed upon amongst British Columbia and the Treaty 8 First Nations or is fully and finally determined by a court of competent jurisdiction in a judgment binding on British Columbia and one or more of the Treaty 8 First Nations

- then the Agreement Area of this SLRP Agreement will be amended in a manner consistent with the boundary so determined.
- 11.5 This SLRP Agreement is between British Columbia and the Treaty 8 First Nations. Any other government may be added to this SLRP Agreement with the written agreement of British Columbia, the Treaty 8 First Nations and that other government.

12.0 HALFWAY, SAULTEAU OR FORT NELSON BECOMING PARTIES

- 12.1 The Treaty 8 First Nations and British Columbia agree to grant to Halfway, Saulteau and Fort Nelson the option to become parties to this SLRP Agreement provided that, if they wish to become a party to this SLRP Agreement, they must have obtained authority to enter into this SLRP Agreement in the manner contemplated by section 15 and have signed the amending agreement referred to in section 12.2, on or before April 30, 2010.
- 12.2 In the event that Halfway, Saulteau and/or Fort Nelson are to become a party to this SLRP Agreement, the Parties will prepare an amending agreement by which Halfway, Saulteau or Fort Nelson, as the case may be, become a party as of the Opt-in Effective Date to be specified in the amending agreement.
- 12.3 The Parties will execute such documents as are reasonably necessary in order to give effect to an amendment to this SLRP Agreement incorporating Halfway, Saulteau and/or Fort Nelson, as the case may be, as a party hereto, including the amendment agreement referred to in section 12.2.
- 12.4 If Halfway, Saulteau and/or Fort Nelson, as the case may be, become a party to this SLRP Agreement, the term "Treaty 8 First Nations" as used throughout this SLRP Agreement will, as of the Opt-in Effective Date, include that First Nation.
- 12.5 Execution of an amending agreement by Halfway, Saulteau and/or Fort Nelson, as contemplated in section 12.2, means that First Nation has become a party to this Completed Agreement, as contemplated in the Amended Economic Benefits Agreement, 2009.

13.0 TERMINATION

- 13.1 The Treaty 8 First Nations or British Columbia may terminate this SLRP Agreement by giving the other Parties 30 days' written notice of the intent to terminate the SLRP Agreement and the reasons for terminating the SLRP Agreement.
- 13.2 A Treaty 8 First Nation may withdraw from this SLRP Agreement by giving each remaining Treaty 8 First Nation and British Columbia 30 days' written notice of the

- intent to withdraw from the SLRP Agreement and the reasons for withdrawing from the SLRP Agreement.
- 13.3 The withdrawal of a Treaty 8 First Nation from this SLRP Agreement does not terminate this SLRP Agreement as between the remaining Treaty 8 First Nations and British Columbia.
- 13.4 This SLRP Agreement will terminate on March 31, 2022 unless terminated earlier in accordance with this SLRP Agreement and the Amended Economic Benefits Agreement, 2009.

14.0 NOTICE

- 14.1 Where in this SLRP Agreement any notice or other communication is required to be given by British Columbia or the Treaty 8 First Nations, it will be made in writing. It will be effectively given:
 - a. by delivery to the respective address set out below, on the date of delivery; or
 - b. by pre-paid registered mail to the respective address set out below, on the date the registered mail is delivered; or
 - c. by facsimile, to the respective facsimile number set out below, on the date the facsimile is sent; and
 - d. the address and facsimile of British Columbia and the Treaty 8 First Nations are set out below.

Treaty 8 First Nations:

c/o Treaty 8 Tribal Association 10233 – 100th Avenue Fort St. John, BC V1J 1Y8

Fax: (250)785-2021

British Columbia:

Attn: Client Service Manager, Integrated Land Management Bureau Ministry of Forests and Range 370-10003 -110 Avenue Fort St. John, BC V1J 6M7

Fax: (250)787-3490

15.0 REPRESENTATION AND WARRANTIES

15.1 Each Treaty 8 First Nation represents and warrants that:

- a. its Chief or duly assigned Councillor, has the authority to sign this SLRP Agreement, as evidenced by resolutions of the Band Council; and
- b. the Treaty 8 First Nation has the authority and legal capacity to enter into this SLRP Agreement and to carry out its provisions on behalf of the Treaty 8 First Nation and any individual member or groups of members of the respective Treaty 8 First Nation.
- 15.2 The Minister responsible for Strategic Land and Resource Planning is authorized to sign this SLRP Agreement on behalf of British Columbia.

16.0 GENERAL

- 16.1 This SLRP Agreement is not intended to:
 - a. be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982;
 - create, amend, define, abrogate or derogate from the nature and scope of Treaty 8
 First Nations' rights recognized and affirmed by section 35(1) of the Constitution
 Act, 1982;
 - c. create, amend, define, affirm, recognize, abrogate or derogate from any other First Nation's existing rights recognized and affirmed under section 35(1) of the Constitution Act, 1982;
 - d. limit the positions any Party may take in any legal or administrative proceedings; or
 - e. constitute any admission of fact or liability.
- 16.2 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding the interpretation of Treaty 8 and the interpretation of section 35(1) of the Constitution Act, 1982, and that nothing in this SLRP Agreement, and in particular, Appendix "A", is to be construed as an acceptance of, or admission by, British Columbia or the Treaty 8 First Nations of the position of the other.
- 16.3 For clarity, nothing in this SLRP Agreement affects British Columbia's ability to respond to any exceptional or emergency circumstances.
- 16.4 This SLRP Agreement is a Completed Agreement further to paragraph 3.2(e) of the EBA and the Amended Economic Benefits Agreement, 2009.
- 16.5 Nothing in this SLRP Agreement requires or will be interpreted to require British Columbia or its representatives to act in a manner inconsistent with, or that limits their

- statutory discretion in the exercise of their jurisdiction, as set out in federal or provincial legislation.
- 16.6 The processes provided for under this SLRP Agreement are intended to respect Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act,* 1982, in a manner consistent with the Constitution of Canada and the provisions of this SLRP Agreement.
- 16.7 In this SLRP Agreement, unless the context otherwise requires:
 - a. words in the singular include the plural and words in the plural include the singular; and
 - b. references to this SLRP Agreement include Appendix A attached to this SLRP Agreement.
- 16.8 In this SLRP Agreement any reference to a statute includes all regulations made under that statute and any amendments or replacement thereof.
- 16.9 For clarity and further to section 3.2 of this SLRP Agreement, this SLRP Agreement is not intended to in any way prejudice, limit or detract from the ability or right of the Treaty 8 First Nations to litigate or otherwise advocate any claims of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the Constitution Act, 1982, with respect to Strategic Land and Resource Planning outside the Agreement Area.

17.0 SIGNING/EFFECTIVE DATE

- 17.1 This SLRP Agreement may be executed in counterparts and /or by facsimile by the Parties.
- 17.2 This SLRP Agreement comes into effect following ratification and upon signature by British Columbia and all three of the Chiefs of the Treaty 8 First Nations who are party to it.

SIGNED this 9th day of December, 2009	HER MAJESTY THE QUEEN IN
in the presence of:	RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented
	by the Minister of Forests and Range
	and Minister Responsible for the
<i>i. A</i>	Integrated Land Management Bureau
	No Box
Witness	Honourable Pat Bell
vi titless	Honouravie Fai Beil
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SIGNED this, 2009 in the presence of:	DOIG RIVER FIRST NATION, as represented by the Chief
in the presence of.	as represented by the Chief
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Witness	Monnay Davis Chief Norman Davis
Trutess \	Chief Worman Davis
SIGNED this day of, 2009	PROPHET RIVER FIRST NATION,
in the presence of:	as represented by the Chief
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_ And	Ismetil Sollesa
Witness	Chief Lynette Tsåkoza
SIGNED this, 2009	WEST MOBERLY FIRST NATIONS,
in the presence of:	as represented by the Chief
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Witness	Chief Roland Willson

APPENDIX A

