

**Mountain Pine Beetle Agreement**

(the "Agreement")

Between:

*Nazko First Nation*

As represented by  
Chief and Council

and

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

(collectively the "Parties")

**Whereas:**

- The Nazko First Nation signed a Forest and Range Agreement (FRA) with the Government of British Columbia on 23<sup>rd</sup> March 2004. This Agreement is a short-term additional forestry economic opportunity as referenced in section 10.2 of the FRA, and does not supersede or alter the FRA.
- Mountain pine beetle uplifts in the Quesnel and Prince George Timber Supply Areas (TSAs) have lead to increased harvesting activity and potential impacts on Nazko First Nation aboriginal rights and/or title.

**Purpose**

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1. The purposes of this Agreement are to:
  - a. increase the participation of the Nazko First Nation in the forest sector, and,
  - b. provide an economic opportunity by inviting the Nazko First Nation to apply for a non-replaceable forest licence to assist the province in the management of mountain pine beetle in the Quesnel TSA, in a manner linked to the FRA and as set out in this Agreement.

**Therefore the Parties agree as follows.**

2. After execution of this Agreement by the Parties, the Minister of Forests and Range (the "Minister") will invite the Nazko First Nation to apply for a non-replaceable forest licence under section 47.3 of the *Forest Act* to harvest a total of up to 625,000 cubic meters over a 5 year term in the Quesnel TSA and within the traditional territory of the Nazko First Nation as identified in black bold in Appendix 1.
3. If the intended holder of the licence is a legal entity other than the Nazko First Nation, this Agreement must include supporting documentation as specified in

Appendix B stating that the intended holder has been validly appointed by the Nazko First Nation as its representative.

4. If during the term of this Agreement a further mountain pine beetle temporary volume uplift becomes available in the Quesnel TSA or the Prince George TSA, the Parties agree to explore further tenure opportunities in these TSAs, in accordance with Section 47.3 of the *Forest Act*.
5. Any invitation will be subject to a condition that prior to making an application for the Licence, the Nazko First Nation will contact the Ministry of Forests and Range and the Parties will work co-operatively to identify an operating area within the traditional territory of the Nazko First Nation.
6. Any licence(s) entered into as a result of the invitation to apply under this Agreement:
  - a. will be for a term of no longer than 5 years as determined by the Minister;
  - b. will contain other terms and conditions required by law, including the condition that the Nazko First Nation must comply with this Agreement and with the FRA; and,
  - c. will include a term that Nazko First Nation may not dispose of the Licence except in accordance with the *Forest Act*, and
  - d. will include other terms and conditions as may be required by the Regional Manager.
7. An invitation to apply for a non-replaceable forest licence entered into as a result of the invitation to apply under this Agreement may be consolidated with other non-replaceable forest licenses in accordance with section 19(3)(a) of the *Forest Act*.

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#### Consultation

8. The Parties agree to participate in consultation regarding forestry operational plans and administrative decisions pertaining to increases and/or potential increases in harvest levels to address the mountain pine beetle epidemic in the Quesnel and Prince George TSAs, as set out in section 4 and 5 of the FRA.
9. During the term of this Agreement, and subject to the terms and intent of this Agreement being met and adhered to by British Columbia, the Nazko First Nation agrees that British Columbia will have provided an accommodation, with respect to the economic component of potential infringements of the Nazko First Nation aboriginal title and/or rights resulting from operational plans and administrative decisions pertaining to increases in harvest levels to address the mountain pine beetle epidemic in the Quesnel and Prince George TSAs, as an interim measure.



**Miscellaneous**

18. All of the provisions set out in the Miscellaneous section of the FRA apply to this Agreement.

*Signed on behalf of:*

**Nazko First Nation:**

Date: Dec 5/06

*Dolores Alec*  
Chief Dolores Alec

*Blair Powell*  
Witness

*Kirby Boyd*  
Councillor Kirby Boyd

*Blair Powell*  
Witness

*Jerry Laurent*  
Councillor Jerry Laurent

*Blair Powell*  
Witness

Signed on behalf of:  
**Government of British Columbia**

FEB 27 2007

Date: \_\_\_\_\_

*Rich Coleman*  
Honourable Rich Coleman  
Minister of Forests and Range

*John Nyer*  
Witness

**APPENDIX 1 MAP OF NAZKO FIRST NATION TRADITIONAL AREA**

