

**HALFWAY RIVER FIRST NATION  
SETTLEMENT AGREEMENT**

**BETWEEN:**

His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Energy, Mines and Low Carbon Innovation, the Minister of Water, Lands and Resource Stewardship, the Minister of Indigenous Relations and Reconciliation, the Minister of Forests and the Minister of Environment and Climate Change Strategy

(the "**Province**")

**AND:**

Halfway River First Nation, as represented by its Chief and Council

("Halfway River")

(each a "**Party**" and together the "**Parties**")

Dated: June 25, 2024

**WHEREAS:**

- A. Halfway River is a self-governing Indigenous nation, a “band” within the meaning of the *Indian Act*, an adherent to Treaty No. 8, and an Aboriginal people of Canada having rights that are recognized and affirmed by Section 35(1) of the *Constitution Act, 1982*;
- B. In *Yahey v. British Columbia*, 2021 BCSC 1287 (the “**Decision**”), the Supreme Court of British Columbia declared that the Province has unjustifiably infringed the Treaty No. 8 rights of Blueberry River First Nations (“**Blueberry River**”) by permitting the cumulative impacts of industrial development to meaningfully diminish Blueberry River’s exercise of its treaty rights in the Claim Area;
- C. The Claim Area significantly overlaps a portion of Halfway River’s territory as depicted in the map attached as Schedule A (the “**Settlement Agreement Area**”);
- D. On January 18, 2023, the Province and Blueberry River entered the Blueberry River First Nations Implementation Agreement (the “**BIA**”) to implement and support the terms of Treaty No. 8 in response to the Decision;
- E. On January 18, 2023 the Province and Halfway River entered into a Letter of Agreement (the “**Letter of Agreement**”), in which the Province acknowledged that the imperatives related to managing cumulative impacts on Treaty 8 rights within the Claim Area are similarly relevant for Halfway River as they are for Blueberry River and committed to facilitating Halfway River’s participation in shared-decision making west of the Alaska Highway;
- F. The Province acknowledges that it owes Halfway River a duty to consult and, where appropriate, accommodate Halfway River when it contemplates actions which may adversely affect Halfway River’s Treaty No. 8 rights (“**HRFN Rights**”);
- G. In a petition filed September 22, 2023, Halfway River challenged the adequacy of the Province’s consultation and accommodation in relation to its execution of the BIA (the “**Petition**”);
- H. The Parties each wish to establish concrete measures to clarify the Province’s approach to decision-making within the Settlement Agreement Area in light of its commitments under the BIA; and
- I. The Parties recognize that reconciliation is achieved through negotiation, not litigation, and therefore desire to re-establish a relationship of trust, cooperation, and mutual respect;

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### Section 1: Interpretation

1.1 In this Agreement, unless the context otherwise requires:

- a. "**Agreement**" means this Halfway River First Nation Settlement Agreement;
- b. "**Applicable Law**" means all statutes, laws, rules, orders, directives and regulations in effect from time to time made by the governments or their agencies with jurisdiction over the Settlement Agreement Area;
- c. "**BCER**" means the BC Energy Regulator;
- d. "**BIA**" has the meaning given in the recitals to this Agreement;
- e. "**Blueberry River**" has the meaning given in the recitals to this Agreement;
- f. "**Business Day**" means a day other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- g. "**Claim Area**" means the area submitted in Schedule 1 of Blueberry River Notice of Civil Claim;
- h. "**Effective Date**" means the date given on the cover page of this Agreement;
- i. "**Halfway River**" has the meaning given on the cover page of this Agreement;
- j. "**HRFN Plan**" means a restoration and development plan for a specific area mutually agreed to by the Parties and guided by Halfway's land-based values and traditional knowledge and may include any HV1 Plan or WMB Plan that Halfway River agrees to;
- k. "**HRFN Rights**" has the meaning given in the recitals to this Agreement;
- l. "**HV1**" has the meaning given in the BIA;
- m. "**HV1 Plan**" has the meaning given in the BIA;
- n. "**Member**" means an individual registered or entitled to be registered on the Halfway River membership list;
- o. "**Letter of Agreement**" has the meaning given in the recitals to this Agreement;
- p. "**New Disturbance**" has the meaning given in the BIA;
- q. "**New Linear Disturbance**" has the meaning given in the BIA;

- r. “**Oil and Gas Activity**” has the meaning given in the BIA;
  - s. “**Other Treaty 8 First Nation Restoration and Development Plan**” has the meaning given in the BIA;
  - t. “**Party**” and “**Parties**” has the meaning given on the cover page of this Agreement;
  - u. “**Priority WMB Plans**” has the meaning given in the BIA;
  - v. “**Province**” has the meaning given on the cover page of this Agreement;
  - w. “**Petition**” has the meaning given in the recitals to this Agreement;
  - x. “**Settlement Agreement Area**” refers to the area identified by the gray hatching depicted on Schedule A identifying the area of geographic overlap between the Claim Area and a portion Halfway River’s territory;
  - y. “**WMB Plan**” has the meaning given in the BIA;
- 1.2 The expressions “Section”, “subsection”, and “Appendix” followed by a number or letter or combination thereof mean and refer to the specified Section, subsection, or Appendix of or to this Agreement.
- 1.3 The expressions “BIA Article” and “BIA Schedule” followed by a number or letter or combination mean and refer to the specified Article or Schedule of the BIA, as amended from time to time.
- 1.4 The division of this Agreement into Sections and the headings of such Sections are for convenience and reference only and shall not affect the construction of interpretation of this Agreement.
- 1.5 Where the context reasonably permits, words suggesting the singular shall be construed as also suggesting the plural and *vice versa*, and words suggesting gender or gender neutrality shall be construed as suggesting each of the masculine, feminine, and neutral genders.
- 1.6 There are appended to this Agreement the following Schedules:
- Schedule A: Settlement Agreement Area
  - Schedule B: Form of Consent Dismissal Order
- Such Schedules are included for reference and convenience only. Clauses contained in the Schedules do not create legally binding obligations upon either Party except where expressly incorporated by reference within the body of this Agreement.
- 1.7 All references in this Agreement to money are to, and all payments to be made pursuant to this Agreement shall be in the lawful currency of Canada.

## Section 2: Purpose

- 2.1 The Parties agree that the purposes of this Agreement include the following:
  - a. to clarify the role of Halfway River within provincial decision-making processes set out in the BIA within the Settlement Agreement Area;
  - b. to balance HRFN Rights and the healing of the environment with a sustainable regional economy; and
  - c. to re-establish a relationship of trust, cooperation, and mutual respect between the Parties.
- 2.2 This Agreement is intended to implement and support the terms of Treaty 8 and shall remain binding upon the Crown for so long as the Province continues to authorize development activities to occur within any part of the Settlement Agreement Area in accordance with the terms of the BIA as may be amended, unless this Agreement is terminated in accordance with Section 12.6 or amended by agreement of the Parties in writing.

## Section 3: Ongoing Relationship

- 3.1 The Province agrees to seek a new mandate to negotiate a new government-to-government agreement with Halfway River.

## Section 4: Protection of Forests

- 4.1 The Province acknowledges and agrees that if conversions from Crown forest to fee simple private land or to fee simple agricultural use are proposed within the Settlement Agreement Area as provided by BIA Article 6.9, such conversion will not occur without the consent of Halfway River.
- 4.2 The Parties acknowledge and agree that:
  - a. as provided by BIA Article 6.3(a), aerial herbicide applications for commercial forestry within the Settlement Agreement Area will cease;
  - b. manual herbicide applications for commercial forestry within the Settlement Agreement Area will not be allowed as provided by BIA Article 6.3(b), unless such applications are approved by Halfway River as an exemption; and
  - c. manual herbicide applications for activities other than commercial forestry within the Settlement Agreement Area will be considered jointly by the Province and Halfway River on an application-by-application basis considering the merits of any such requests.

## Section 5: Harmonization of Planning Processes under the BIA

- 5.1 The Province will seek consent from Halfway River with respect to the development and approval of all HV1 Plans and all WMB Plans within the Settlement Agreement Area.
- 5.2 The Parties acknowledge and agree that any New Disturbance within all HV1 and all WMB Plan areas in the Settlement Agreement Area will only be approved if it is consistent with a HRFN Plan or with the consent of Halfway River.
- 5.3 Any re-classification or revisions to HV1 areas in the Settlement Agreement Area as provided by BIA Article 7.4(c) will only be approved with Halfway River's consent.
- 5.4 If Halfway River identifies an HV1B area within the Settlement Agreement Area to be re-classified as an HV1A area as provided by BIA Article 7.4(c), the Province will use best efforts to have that HV1B area re-classified as an HV1A area.

## Section 6: New Authorizations

- 6.1 The Parties agree that the BCER will collaborate with Halfway River to develop and implement a written consultation process and procedures for Oil and Gas Activity applications.
- 6.2 The Parties acknowledge and agree that, within the Settlement Agreement Area, all new Oil and Gas Activity applications filed with the BCER from and after the Effective Date must:
  - a. demonstrate what efforts (if any) were made to consolidate the subject New Disturbance with any existing disturbance;
  - b. identify all project and activity components requiring authorization (including, without limitation, well sites, facilities, pipelines, roads and workspaces) whether they are part of the subject application or not; and
  - c. include a pre-engagement report outlining the process used to engage Halfway River, including descriptions of any support, objections or concerns raised during the engagement and the manner in which the application addresses them.

## Section 7: Oil and Gas Disturbance within HV1 Areas

- 7.1 The protections within HV1A and HV1B areas set out in BIA Articles 7.3(a), 7.3(d)-(f), and 7.4(a) will not be waived or otherwise amended within the Settlement Agreement Area without Halfway River's consent.

## Section 8: Rules for Oil and Gas Development

- 8.1 The Parties acknowledge and agree that, within the Settlement Agreement Area, the provisions of BIA Article 14.1 and 14.6 will not be waived or otherwise amended without Halfway River's consent.
- 8.2 The Province will work with the BCER to provide Halfway River for the Settlement Agreement Area, all information required to be provided to Blueberry River under BIA Article 14.7. Additionally, in developing each New Disturbance Statement referred to in BIA Article 14.7 and engaging in any dispute resolution relating to such New Disturbance Statements, the Province will act reasonably and in good faith to ensure the New Disturbance Statement accurately and fairly portrays the type and size of all New Disturbances and the length of all New Linear Disturbances.
- 8.3 Halfway River may agree to waive or otherwise amend on a permit or area-by-area basis the provisions this Section 8 (for clarity, without fettering the Provincial decision maker's authority in respect of the subject permit and/or area and without altering any rights or protections granted to Blueberry River under BIA Article 14).

## Section 9: PNG Tenures

- 9.1 The Province agrees to continue to work towards the provision of direct award PNG tenures to Halfway River in accordance with the Letter of Intent executed by British Columbia on November 30, 2023.
- 9.2 Subject to the provisions of any HRFN Plan, and with the exception of tenure dispositions in respect of the disposal or storage of natural gas, water produced in relation to the production of petroleum or natural gas or other substances associated with petroleum or natural gas exploration, production or processing into an underground formation, geothermal or carbon capture, utilization and storage, the Province acknowledges and agrees that within the Settlement Agreement Area, new PNG Act tenures for exploration and production purposes within HV1 and/or the Priority WMB Plan areas or the Cameron River Watershed Management Basin will not be issued or otherwise granted as provided by BIA Article 9.6 except with Halfway River's consent.

## Section 10: Cabins

- 10.1 The Province recognizes that Halfway River considers HRFN Rights to include building cabins in support of trapping. The Parties acknowledge and agree that if a Member desires to build a cabin within the Settlement Agreement Area in the exercise of HRFN Rights: (i) the Province will not require an application for a tenure; and (ii) the Province will not require permits for harvesting small amounts of timber from unoccupied Crown land adjacent to a cabin construction

site. The Parties acknowledge and agree that Members will need to seek approval from Halfway River, not the Province, prior to a cabin being built in the Settlement Agreement Area. Once a cabin has been built, Halfway River shall provide to the Province, in a timely manner, with written notice (such notice to include, without limitation, a spatial file of the cabin's precise location within the Settlement Agreement Area).

#### Section 11: Notice

11.1 Notices required or permitted to be given under this Agreement shall be in writing and shall be effectively given if delivered or sent by mail, e-mail, or facsimile copier, when received as follows:

If to the Province:

Attention: Deputy Minister's Office  
Ministry of Indigenous Relations and Reconciliation  
PO Box 9100  
Victoria, BC  
V8W 9B1  
T: 250 356-1394  
Fax: 250 387-6073

If to Halfway River:

Attention: Chief and Council  
Halfway River First Nation  
PO Box 59  
Wonowon, BC  
V0C 2N0  
Fax: (250) 772-5200

#### Section 12: Dispute Resolution

12.1 The Parties recognize that the successful implementation of this Agreement will depend on their ability and willingness to recognize, explore and resolve differences which may arise between them, and will endeavour to resolve such differences in a manner that fosters an improved, ongoing and respectful government-to-government relationship.

12.2 Subject to the forgoing, a Party that raises a dispute must give written notice of the dispute to the other Party setting out a summary of the particulars of the dispute.

12.3 The Parties will use best efforts to meet within (10) Business Days of the written notice being given of the dispute and will attempt to resolve the dispute through collaborative negotiations.



12.4 If the meeting in Section 12.3 fails to resolve the dispute, unless otherwise agreed to by the Parties, the Parties will elevate the dispute to Halfway River Chief and Council and provincial Minister(s) with statutory responsibility for the subject matter of the dispute.

12.5 If the elevation of the dispute to Halfway River and provincial leadership in Section 12.4 fails to resolve the dispute, unless otherwise agreed to by the Parties, the Parties will refer the dispute to non-binding mediation. The mediator will be jointly appointed by the Parties. After receipt of the mediator's recommendations, the Parties will use best efforts to meet and will attempt to resolve any issue(s) through collaborative negotiations.

12.6 If the mediation fails to resolve a dispute which includes a claim of fundamental breach of the Agreement, the Parties may then, by notice to the other Party, refer the dispute for resolution by arbitration for final resolution. The arbitral panel will be mandated to resolve the dispute in a manner that furthers, to the greatest extent possible in the circumstances, the purposes of the Agreement, with termination of this Agreement as a remedy of last resort.

In respect of the arbitration process:

- a. unless otherwise agreed, any such arbitration will be conducted in Vancouver, British Columbia administered by the Vancouver International Arbitration Centre pursuant to its domestic arbitration rules. The arbitration shall be in English and shall proceed before a panel of three (3) arbitrators. Each Party shall be entitled to appoint an arbitrator (each a "Party Appointed Arbitrator") within fifteen (15) Business Days of the commencement of the arbitration, or as otherwise agreed to in writing between the Parties. The Parties shall then jointly appoint the chair of the arbitral tribunal within fifteen (15) Business Days of the appointment of the second Party Appointed Arbitrator, or as otherwise agreed to in writing between the Parties. If either Party fails to appoint their Party Appointed Arbitrator within the time limits set out herein the other Party may apply to the Vancouver International Arbitration Centre to make the appointment. If the Parties fail to jointly appoint the chair of the arbitral tribunal within the time limits set out herein then either Party may apply to Vancouver International Arbitration Centre to make the appointment;
- b. it shall be available to each Party to the arbitration to seek, as all or a part of the relief or remedy sought, interim measures, specific performance or termination of this Agreement;
- c. the decision arrived at by the arbitrators shall be final and binding and no appeal shall lie therefrom;

- d. all costs and expenses of the arbitration, including travel costs, expert witness and legal fees and costs shall be paid as determined in the discretion of the arbitrator, having due regard for the outcome of the arbitration and the relationship of the result to the positions taken by the Parties;
- e. judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party;
- f. except as required by Applicable Law or as required for recognition or enforcement of arbitral decisions, orders and awards, neither a Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other Party; and
- g. any documents disclosed in the arbitration or submitted to the arbitral tribunal will be kept confidential and will not be disclosed by the arbitral tribunal or the recipient Party, except that any such documents may be disclosed as required by Applicable Law, in connection with any action or proceeding to enforce or challenge any arbitral decisions, orders and awards, or to protect or pursue a legal right, provided that any such disclosure will only be to the extent reasonably necessary for such purpose.

#### Section 13: Two Year Review

13.1 Before March 31, 2026, the Parties will carry out a review of this Agreement to evaluate its effectiveness, what revisions may be desirable, and other matters as agreed to by the Parties.

#### Section 14: Consent Dismissal of the Petition

14.1 The Parties agree to dismiss the Petition by consent in accordance with the draft consent dismissal order attached as Appendix B.

#### Section 15: Annual Leadership Meeting

15.1 The Parties agree to coordinate an annual meeting between Chief and Council on behalf of Halfway River, and the Minister of Energy, Mines and Low Carbon Innovation on behalf of the Province. Depending on the nature of the agenda topics, other relevant Ministers or Deputy Ministers may be invited to attend.

#### Section 16: Representations, Warranties, and Indemnities

16.1 Halfway River makes the following representations and warranties in favour of the Province:

- a. the execution, delivery and performance of this Agreement have been duly and validly authorized by any and all requisite actions; and

b. this Agreement is a valid and binding obligation of Halfway River.

16.2 The Province makes the following representations and warranties in favour of Halfway River:

a. the execution, delivery and performance of this Agreement have been duly and validly authorized by any and all requisite actions; and

b. this Agreement is a valid and binding obligation of the Province.

16.3 Halfway River shall be liable to the Province for and shall, in addition, indemnify the Province from and against, all losses, costs, claims, damages, expenses and liabilities suffered, sustain, paid or incurred by the Province which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in Section 16.1 been accurate and truthful.

16.4 The Province shall be liable to Halfway River for and shall, in addition, indemnify Halfway River from and against, all losses, costs, claims, damages, expenses and liabilities suffered, sustain, paid or incurred by Halfway River which would not have been suffered, sustained, paid or incurred had all of the representations and warranties contained in Section 16.2 been accurate and truthful.

#### Section 17: General

17.1 If during the term of this Agreement the Province agrees to amendments to the BIA which affect the provisions of this Agreement, or amendments are made as a result of an arbitration, the Province will provide notice of such amendments to Halfway River, and the Parties will meet to discuss in good faith whether amendments to this Agreement are required to address those adverse effects. For greater certainty, if the Parties disagree regarding whether or what amendments to this Agreement are necessary to address the adverse effects of an amendment to the BIA on this Agreement, either Party may initiate dispute resolution under Section 12 to resolve that disagreement.

17.2 If during the term of this Agreement the BIA is terminated, the Parties will meet to discuss in good faith what amendments to this Agreement are required to address its application in the Settlement Agreement Area. For greater certainty, if the Parties disagree regarding what sections of this Agreement no longer apply because of their linkage to the BIA, either Party may initiate dispute resolution under Section 12 to resolve the disagreement.

17.3 Each Party will, from time to time and at all times after the Effective Date, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

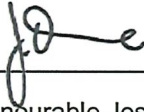
- 17.4 This Agreement supersedes all other agreements, documents, writings and verbal understandings among the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.
- 17.5 This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia. Each Party irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the courts exercising jurisdiction in the Province of British Columbia, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgment obtained in any of those courts in any other jurisdiction.
- 17.6 This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns.
- 17.7 Time shall be of the essence in this Agreement.
- 17.8 In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 17.9 No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of the thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provision of this Agreement, including without limitation this Section 17.9, shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver.
- 17.10 This Agreement does not affect the jurisdiction or fetter the discretion of any statutory decision-making authority. For greater certainty, nothing in this Agreement shall be construed as requiring any Party to be in breach of any of its obligations at law, and without limitation, nothing in this Agreement shall be interpreted or construed as limiting or fettering in any way any statutory discretion or constitutional duty. Similarly, While the Province is prepared to recommend a decision to a statutory decision maker, their decision cannot be fettered.
- 17.11 Nothing in this Agreement prejudices Halfway River's ability to seek judicial review of any specific government decision on any land or resource activity

based on the adequacy of consultation, accommodation, or lack of consistency with the provisions of this Agreement requiring Halfway River's consent.

17.12 This Agreement may be signed electronically, including through DocuSign and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each counterpart will be deemed an original. Taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) and electronic delivery (including by email transmission or transmission over an electronic signature platform) or an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

**HIS MAJESTY THE KING IN  
RIGHT OF THE PROVINCE  
OF BRITISH COLUMBIA** as  
represented by the Minister of  
Energy, Mines and Low  
Carbon Innovation

Per:



The Honourable Josie Osborne,  
Minister of Energy, Mines and Low  
Carbon Innovation

**HALFWAY RIVER FIRST NATION**  
as represented by its Chief and  
Council

Per:



Darlene Hunter,  
Chief of Halfway River First Nation

**HIS MAJESTY THE KING IN  
RIGHT OF THE PROVINCE  
OF BRITISH COLUMBIA** as  
represented by the Minister of  
Water, Land and Resource  
Stewardship

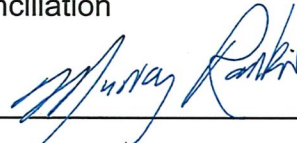
Per:



The Honourable Nathan Cullen,  
Minister of Water, Land and  
Resource Stewardship

**HIS MAJESTY THE KING IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA** as  
represented by the Minister of  
Indigenous Relations and  
Reconciliation


Per:



The Honourable Murray Rankin, Minister of  
Indigenous Relations and Reconciliation

**HIS MAJESTY THE KING IN  
RIGHT OF THE PROVINCE  
OF BRITISH COLUMBIA** as  
represented by the Minister of  
Forests

Per:



The Honourable Bruce Ralston,  
Minister of Forests

**HIS MAJESTY THE KING IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA** as  
represented by the Minister of  
Environment and Climate Change  
Strategy

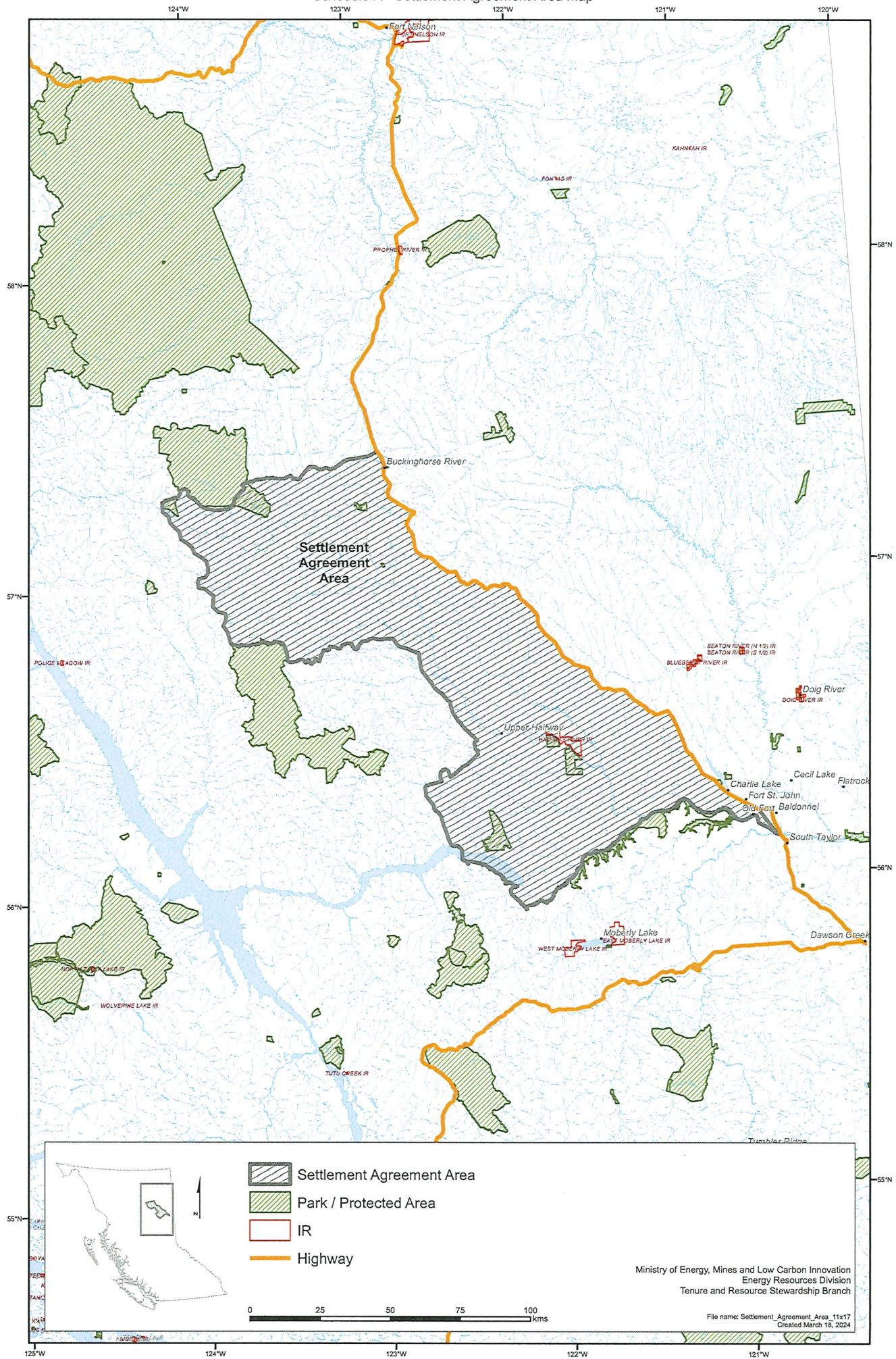
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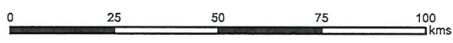
The Honourable George Heyman, Minister  
of Environment and Climate Change  
Strategy



Schedule A - Settlement Agreement Area Map



-  Settlement Agreement Area
-  Park / Protected Area
-  IR
-  Highway



Ministry of Energy, Mines and Low Carbon Innovation  
Energy Resources Division  
Tenure and Resource Stewardship Branch

File name: Settlement\_Agreement\_Area\_11x17  
Created March 18, 2024

**SCHEDULE B**

**FORM 34  
(RULES 8-3 (1), 13-1 (3) AND 17-1 (2))**

No. 23 3163  
Victoria Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**HALFWAY RIVER FIRST NATION**

Petitioner

AND:

**THE ATTORNEY GENERAL OF BRITISH COLUMBIA, THE MINISTER OF ENERGY, MINES, AND LOW CARBON INNOVATION, THE MINISTER OF WATER, LAND AND RESOURCE STEWARDSHIP, THE MINISTER OF INDIGENOUS RELATIONS AND RECONCILIATION, THE MINISTER OF FORESTS, AND THE MINISTER OF ENVIRONMENT AND CLIMATE CHANGE STRATEGY**

Respondents

**CONSENT DISMISSAL ORDER**

	)	<input type="checkbox"/> A JUDGE OF THE COURT	)	
	)	or	)	
BEFORE	)	<input type="checkbox"/> A MASTER OF THE COURT	)	_____ / _____ / 2024
	)	or	)	
	)	<input checked="" type="checkbox"/> A REGISTRAR	)	

ON THE APPLICATION OF the Petitioner without a hearing and by consent;

THIS COURT ORDERS that:

1. the within proceeding be dismissed against THE ATTORNEY GENERAL OF BRITISH COLUMBIA, THE MINISTER OF ENERGY, MINES, AND LOW CARBON INNOVATION, THE MINISTER OF WATER, LAND AND RESOURCE STEWARDSHIP, THE MINISTER OF INDIGENOUS RELATIONS AND RECONCILIATION, THE MINISTER OF FORESTS, AND THE MINISTER OF ENVIRONMENT AND CLIMATE CHANGE STRATEGY without costs to any party; and



2. such dismissal shall be of the same force and effect as if judgment had been pronounced after a hearing of this action on its merits.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS THAT ARE INDICATED ABOVE AS BEING BY CONSENT

---

Signature of Lawyer for the Petitioner,  
HALFWAY RIVER FIRST NATION

---

Signature of Lawyer for the Respondents,  
THE ATTORNEY GENERAL OF BRITISH  
COLUMBIA, THE MINISTER OF ENERGY,  
MINES, AND LOW CARBON INNOVATION,  
THE MINISTER OF WATER, LAND AND  
RESOURCE STEWARDSHIP, THE MINISTER  
OF INDIGENOUS RELATIONS AND  
RECONCILIATION, THE MINISTER OF  
FORESTS, AND THE MINISTER OF  
ENVIRONMENT AND CLIMATE CHANGE  
STRATEGY

By the Court

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Registrar

No. 23 3163  
Victoria Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**HALFWAY RIVER FIRST NATION**

Petitioner

AND:

**THE ATTORNEY GENERAL OF BRITISH COLUMBIA, THE MINISTER OF ENERGY, MINES,  
AND LOW CARBON INNOVATION, THE MINISTER OF WATER, LAND AND RESOURCE  
STEWARDSHIP, THE MINISTER OF INDIGENOUS RELATIONS AND RECONCILIATION,  
THE MINISTER OF FORESTS, AND THE MINISTER OF ENVIRONMENT AND CLIMATE  
CHANGE STRATEGY**

Respondents

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**CONSENT DISMISSAL ORDER**

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