

**REPLACEMENT SUPPLEMENTARY AGREEMENT ON PROTECTED AREAS AND  
RELATED MATTERS UNDER THE INTERGOVERNMENTAL PARTNERSHIP  
AGREEMENT FOR THE CONSERVATION OF THE CENTRAL GROUP OF  
SOUTHERN MOUNTAIN CARIBOU (THIS “AGREEMENT”)**

**BETWEEN**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**, as represented by the Minister of Forests, the Minister of Water,  
Land and Resource Stewardship, the Minister of Environment and Climate Change  
Strategy, and the Minister of Energy, Mines and Low Carbon Innovation  
 (“**BC**” or “**British Columbia**”)

- And -

**SAULTEAU FIRST NATIONS**,  
a “band” within the meaning of subparagraph 2(1) of the *Indian Act*, R.S.C.  
1985, c. I-5, as represented by its Chief and Council  
 (“**Saulteau**”)

- And -

**WEST MOBERLY FIRST NATIONS**,  
a “band” within the meaning of subparagraph 2(1) of the *Indian Act*, R.S.C.  
1985, c. I-5, as represented by its Chief and Council  
 (“**West Moberly**”)

**WHEREAS**

- A. On February 21, 2020, West Moberly, Saulteau, British Columbia, and the Government of Canada (Canada) entered into the *Intergovernmental Partnership Agreement for the Conservation of the Central Group of the Southern Mountain Caribou*, as amended by the Amending Agreement to the Intergovernmental Partnership Agreement for the Conservation of the Central Group dated December 16, 2022, and as further amended by the Second Amendment Agreement to the Intergovernmental Partnership Agreement for the Conservation of the Central Group, dated May 29, 2024 (the “**Partnership Agreement**”).
- B. Section 20 of the Partnership Agreement provides that “British Columbia will take any additional steps that may be necessary to give effect to the implementation of Regulatory Measures”.
- C. The Parties entered into the Supplementary Agreement on Protected Areas and Related Matters under the Intergovernmental Partnership Agreement for the

Conservation of the Central Group of Southern Mountain Caribou (“**Supplemental Agreement**”) that is supplemental to the Partnership Agreement, and the parties now wish to revoke the Supplemental Agreement and replace it with this Agreement.

- D. The Parties also wish to acknowledge that they may enter an atmospheric benefit agreement regarding any areas established as a recreation area, park, conservancy, or equivalent under the *Park Act*.
- E. The Parties have consulted with Canada on the terms of this Agreement and Environment and Climate Change Canada has provided its support for the additional steps as described herein.

**NOW THEREFORE** the Parties mutually agree as follows:

1. The Parties agree that the Supplemental Agreement is revoked and replaced by this Agreement.
2. Subject to approval of the Lieutenant Governor of BC, British Columbia intends to establish, by Order in Council under the *Park Act* (“**Park OIC**”), a Class A provincial park named Klinse-za/Twin Sisters Park (“**Park**”) having the boundaries depicted in Map 1 Caribou Recovery Area – Zone Map, of the Partnership Agreement.
3. The following areas, having the boundaries depicted in Map 1 Scope and Zones of the Partnership Agreement, of the Partnership Agreement, are excluded from the Park and from Zone B3 of the Partnership Agreement, but are included within Zone B4 of the Partnership Agreement:
  - a. A 75 meter corridor (37.5 meter either side of the constructed center line) for the each of the following Forest Service Roads:
    - i. Johnson Creek Forest Service Road;
    - ii. Callazon Clearwater Creek Forest Service Road; and
    - iii. Fisher Creek Forest Service Road up to the intersection with permit road (R12425 A);
  - b. The provincial Crown lands subject to the licence of occupation for a well-site identified in file number 8012215, document number 957998 and the associated access road (15 m on either side of the constructed centreline);

- c. The provincial Crown lands subject to a licence of occupation for a communications site identified in file number 0354333, document number 813796;
  - d. The provincial Crown lands subject to a licence of occupation for a communications site identified in file number 8015513, document number 815326;
  - e. The provincial Crown lands used for forest communication sites Ducette Repeater, forest file ID CS09542 and Bickford Repeater, forest file ID CS08156;
  - f. The provincial Crown lands subject to a permit to occupy Crown land, file number 0242651, permit number 26011 held by BC Hydro for flooding of Williston Reservoir; and,
  - g. Those access roads required by BC Hydro to access their electrical transmission rights of way adjacent to Zone B3.
4. Subject to approval of the Lieutenant Governor in Council of BC, British Columbia intends to establish Klinse-za/Twin Sisters Protected Area ("**Protected Area**") by Order in Council pursuant to the *Environment and Land Use Act* ("**Protected Area OIC**") having the boundaries depicted in Map 1 Caribou Recovery Area – Zone Map, of the Partnership Agreement. The Protected Area OIC is intended to provide for the management of that area as though it were a Class A park other than for the purposes of two natural gas transmission pipelines that are the subject of Environmental Assessment Certificate #E14-05 for the Westcoast Connector Gas Transmission Project ("**EAC #E14-05**") and Environmental Assessment Certificate #E14-06 for the Prince Rupert Gas Transmission Project ("**EAC #E14-06**"), as such certificates may be amended from time to time (the "**Projects**").
  5. Consistent with the anticipated management of Zone B3 set out in Sections 14 and 17 of the Partnership Agreement, as a result of the intended Protected Area OIC, each of the holders of EAC #14-05 and EAC #14-06 would need to apply for a park use permit in order to proceed with construction of each of their respective Projects within the Klinse-za/Twin Sisters Protected Area. Upon application, British Columbia may grant park use permits for either of the Projects, or both, subject to the terms of the Protected Area OIC.
  6. If either of the holders of EAC #14-05 and EAC #14-06 commence construction on their respective Projects pursuant to EAC #14-05 or EAC #14-06 and other applicable regulatory approvals, and if either of the Projects need a temporary construction access along the Silver Sands Forest Service Road, and an unclassified road extending from Silver Sands Forest Service Road to the Protected Area ("**Access Corridor**"), then British Columbia may seek the approvals

necessary to temporarily remove the Access Corridor from the Park for the duration of construction activities to enable construction-related access to the Projects.

7. If the Access Corridor is removed from the Park, after completion of construction activities and after receiving evidence that the Access Corridor has been decommissioned in accordance with regulatory standards, British Columbia intends to seek the approvals necessary to return the Access Corridor to park designation by amending the Park boundaries to include the area within the Park.
8. In the event that either EAC #14-05 or EAC #14-06 expire, British Columbia intends to seek the approvals necessary to cancel or amend the Klinse-za/Twin Sisters Protected Area and add those respective lands to the Park.
9. As soon as practical following the issuance of a Certificate of Restoration by the BC Energy Regulator, or an equivalent instrument releasing the tenure holder(s) from its reclamation and restoration obligations, British Columbia intends seek the approvals necessary to include the lands covered by the licence with file number 8012215, document number 957998, and associated road access referred to in s. 3 b of this Supplemental Agreement, in the Park.
10. At the request of any of the Parties, the Parties will consult and seek to reach agreement on whether British Columbia should seek to amalgamate other adjacent provincial parks with the Park, taking into consideration factors such as ecological connectivity, administrative efficiency, and integration of park planning, management and monitoring activities.
11. Except as otherwise described in this Agreement,
  - a. the terms of the Partnership Agreement, apply to this Agreement; and,
  - b. this Agreement does not amend or replace any terms of the Partnership Agreement.
12. This Agreement is binding upon the Parties.
13. This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other

Parties by facsimile transmission or email. All executed counterparts taken together will constitute one agreement.


14. This Agreement will be effective as of the date of the last signature affixed hereto.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Supplemental Amendment Agreement by their duly authorized representatives as follows:

**Saulteau First Nations**

By:     RUDY PAQUETTE      
(print name)

Title:     CHIEF      
(print title)

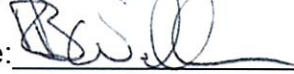
Signature: 

Signed this   29   day of   May  , 2024

**West Moberly First Nations**

By:     ROLAND WILLSON      
(print name)

Title:     CHIEF      
(print title)

Signature: 

Signed this 15<sup>th</sup> day of May, 2024

**His Majesty the King in right of the Province British Columbia**, as represented by the Minister of Environment and Climate Change Strategy

By: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_  
(print title)

Signature: \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024

**His Majesty the King in right of the Province British Columbia**, as represented by the Minister of Energy, Mines and Low Carbon Innovation

By: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_  
(print title)

Signature: \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024

Parties by facsimile transmission or email. All executed counterparts taken together will constitute one agreement.

14. This Agreement will be effective as of the date of the last signature affixed hereto.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Supplemental Amendment Agreement by their duly authorized representatives as follows:

**Saulteau First Nations**

By: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_  
(print title)

Signature: \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024

**West Moberly First Nations**

By: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_  
(print title)


Signature: \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024

**His Majesty the King in right of the Province British Columbia**, as represented by the Minister of Environment and Climate Change Strategy

By: George Heyman  
(print name)

Title: Minister of Environment and Climate Change Strategy  
(print title)

Signature: 

Signed this 30 day of April, 2024

**His Majesty the King in right of the Province British Columbia**, as represented by the Minister of Energy, Mines and Low Carbon Innovation

By: Josie Osborne  
(print name)

Title: Minister of Energy, Mines and Low Carbon Innovation  
(print title)

Signature: 

Signed this 23 day of May, 2024

**His Majesty the King in right of the  
Province British Columbia, as  
represented by the Minister of Forests**

By: Hon. Bruce Ralston  
(print name)

Title: Minister of Forests  
(print title)

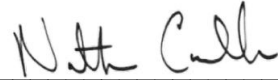
Signature: 

Signed this 22 day of May, 2024

**His Majesty the King in right of the  
Province British Columbia, as  
represented by the Minister of Water, Land  
and Resource Stewardship**

By: Nathan Cullen  
(print name)

Title: Minister of Water, Land and Resource Stewardship  
(print title)

Signature: 

Signed this 22 day of May, 2024