

**'Namgis First Nation Interim Forestry Agreement
(the "Agreement")**

**Between:
'Namgis First Nation**

As represented by Chief William Cranmer
(the "Namgis")

And

**Her Majesty the Queen in Right of the Province of British Columbia
As represented by the Minister of Forests
(the "Government of British Columbia")**

(collectively the "Parties")

Whereas:

- The 'Namgis First Nation has Aboriginal Interests within its Traditional Territory.
- The 'Namgis First Nation hold that the historic and contemporary uses and stewardship of land and resources by the 'Namgis First Nation are integral to the maintenance of the 'Namgis First Nation society, governance and economy within the Traditional Territory
- The Parties wish to enter into an interim measures agreement in relation to forest resource development activities and related economic benefits arising from this development within the Traditional Territory.
- The Government of British Columbia intends to fulfil any responsibility it has to consult and to seek Workable Interim Accommodation with the 'Namgis First Nation on forest resource development activities proposed within the Traditional Territory that may lead to the Infringement of the 'Namgis First Nation's Aboriginal Interests.
- 'Namgis First Nation intends to participate in any consultation initiated by the Government of British Columbia or a Licensee, in relation to forest resource development activities proposed within the Traditional Territory,

that may lead to an Infringement of 'Namgis First Nation's Aboriginal Interests.

- The Parties have an interest in seeking Workable Interim Accommodation of 'Namgis First Nation's Aboriginal Interests where forest resource development activities are proposed within the Traditional Territory that may lead to the Infringement of 'Namgis First Nation's Aboriginal Interests.
- The Government of British Columbia and the 'Namgis First Nation wish to resolve issues relating to forest resource development activities where possible through negotiation as opposed to litigation.
- 'Namgis First Nation wishes to advocate for sustainable forest management and stewardship of resources in a manner consistent with this Agreement.

Therefore the Parties agree as follows:

1.0 Definitions

For the purposes of this Agreement, the following definitions apply:

- 1.1 "Aboriginal Interests" means asserted and/or proven aboriginal rights and/or aboriginal title.
- 1.2 "Allowable Annual Cut" (AAC) means the allowable rate of timber harvest from a specified area of land. The Chief Forester sets the AAC for timber supply areas and tree farm licences in accordance with section 8 of the *Forest Act*.
- 1.3 "Administrative Decision" means one or more of the following decisions made by a person under forestry legislation:
 - the decision setting or varying the Allowable Annual Cut (AAC) for a Timber Supply Area or a Forest Tenure;
 - the issuance, consolidation, subdivision or amendment of a Forest Tenure;
 - the replacement or extension of a Forest Tenure;
 - the disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
 - the conversion of a Timber Sale Licence to another form of Forest Tenure;
 - the issuance of a Special Use Permit; and,

- the establishment of an interpretative forest site, recreation site and/or recreation trail.
- 1.4 “Economic component of aboriginal interests” means the financial or commercial aspects of Aboriginal Interests.
 - 1.5 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*
 - 1.6 “Infringement of ‘Namgis First Nation’s Aboriginal Interests” means potential or actual infringements of ‘Namgis First Nation’s Aboriginal Interests.
 - 1.7 “Licensee” means a holder of a Forest Tenure.
 - 1.8 “Operational Decision” means a decision that is made by a person with respect to the statutory approval of a Forest Development Plan, a Forest Stewardship Plan, or a Woodlot Licence Plan, that has an effect in the Traditional Territory.
 - 1.9 “Operational Plan” means a Forest Development Plan, Forest Stewardship Plan, or a Woodlot Licence Plan, that has an effect in the Traditional Territory.
 - 1.10 “Response Period” means a period of up to 60 days from initiation of the processes set out in Sections 4 and 5 of this Agreement, where the initiation date is the date on which ‘Namgis First Nation is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operational Plan reviews, the date on which ‘Namgis First Nation receives the plan to be reviewed. Where an emergency operation arises and/or expedited salvage has to occur, the Response Period will be shortened accordingly, but will not be less than the time period for advertising Operational Plans for those operations. The Parties may also mutually agree to adjust the Response Period at any time.
 - 1.11 “Traditional Territory” means the ‘Namgis First Nation asserted traditional territory as shown on bold black on the map attached in Appendix A.
 - 1.12 “Workable Interim Accommodation” means accommodation of the Infringements of the ‘Namgis First Nation Aboriginal Interests, as set out in this Agreement, arising from or as a result of forest development planning, activities and forest management decisions. The ‘Namgis First Nation and the Government of British Columbia recognize that this Agreement is not intended to address the full

reconciliation of 'Namgis First Nation interests which will be addressed through a land claim settlement or other processes.

2.0 Purpose

The purposes of this Agreement are to:

- 2.1 Increase the 'Namgis First Nation's opportunity for participation in the forest sector.
- 2.2 Provide economic benefits to the 'Namgis First Nation through forest tenure opportunities provided by the Government of British Columbia and the sharing of revenues received by the Government of British Columbia from forest resource development activities.
- 2.3 Address consultation and to provide a Workable Interim Accommodation as set out in this Agreement, with regard to any Infringements of 'Namgis First Nation's Aboriginal Interests that result from Administrative Decisions and/or Operational Decisions relating to forest resource development activities within the Traditional Territory, during the term of this Agreement.
- 2.4 Provide a period of stability for forest resource development activities on Crown lands within the Traditional Territory during the term of this Agreement, while longer-term interests are addressed through other agreements or processes.

3.0 Economic Benefits to 'Namgis First Nation

During the term of this Agreement, the Government of British Columbia and the 'Namgis First Nation will adopt the consultation processes set out in Sections 4.0 and 5.0 of this Agreement. The Government of British Columbia will provide the following economic benefits to 'Namgis First Nation to address a Workable Interim Accommodation, as set out in this Agreement, in respect of any infringements of the economic component of 'Namgis First Nation's Aboriginal Interests that may result from Administrative Decisions and/or Operational Decisions relating to forest resource development activities within the Traditional Territory.

3.1 Forest Tenure

- 3.1.1 After the execution of this Agreement by the Parties, and after the Minister has determined that sufficient volume of timber is available for disposition to 'Namgis First Nation as

a result of the implementation of the *Forestry Revitalization Act*, the Minister will invite 'Namgis First Nation to apply under section 47.3 of the *Forest Act* for a non-replaceable forest licence (the "licence") for up to 45,600 cubic meters annually in the Tree Farm Licence 37.

- 3.1.2 After the execution of this Agreement by the Parties, the Minister will invite 'Namgis First Nation to apply under section 47.3 of the *Forest Act* for a non-replaceable licence (the "licence") for up to 36,430 cubic meters annually in the Telegraph Cove/Beaver Cove operating area (map attached in Appendix B) in the Kingcome Timber Supply Area.
- 3.1.3 For greater certainty, the maximum volume that may be available under the licence referred to in Section 3.1.1 and 3.1.2 will be up to 410,160 cubic meters over 5 years.
- 3.1.4 The invitations to apply for licences (the "invitations") and any licence entered into as a result of the invitations to apply under this Agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
- 3.1.5 An invitation under Section 3.1.1 will be subject to a condition that prior to 'Namgis First Nation making an application for the licence, the 'Namgis First Nation will discuss the operating area for the licence with Ministry of Forests. To the extent that it is operationally feasible, the operating area will be within the Traditional Territory.
- 3.1.6 Any licence entered into as a result of the invitations to apply under Section 3.1.1 and 3.1.2 of this Agreement will:
 - 3.1.6.1 be for a term of no longer than 5 years, as determined by the Minister;
 - 3.1.6.2 contain other terms and conditions required by legislation including the condition that 'Namgis First Nation must comply with this Agreement; and,
 - 3.1.6.3 include a term that the 'Namgis First Nation may not dispose of the licence other than as specified in Section 54(4) of the *Forest Act*.

- 3.1.6.4 include other terms and conditions as may be required by the Regional Manager.
- 3.1.7 The term of the licences commences on the date that the licences are entered into by the Ministry of Forests and the applicant, and may exceed the term of this Agreement
- 3.1.8 Nothing in this Agreement excludes the 'Namgis First Nation from accessing other forestry economic opportunities, which may be available from time to time.
- 3.1.9 The Parties acknowledge that the 'Namgis First Nation wishes to achieve an eco-system based replaceable tenure in the Nimpkish River Valley consistent with provincial forest legislation. Prior to the expiry of the term of the licences referred to in Section 3.1.1 and 3.1.2, the Parties will meet and discuss whether there are opportunities that may be available for the 'Namgis First Nation to meet their long-term interests.
- 3.1.10 The Minister may invite 'Namgis First Nation to apply for a subsequent licence(s) under the *Forest Act* for a term that would commence after the expiry of this Agreement, subject and subsequent to:
 - 3.1.10.1 the Government of British Columbia and 'Namgis First Nation entering into another interim measures agreement providing for an invitation to apply for a licence(s); and,
 - 3.1.10.2 the Minister determining that there is sufficient volume of timber available for disposition to 'Namgis First Nation.
- 3.1.11 The Ministry of Forests will consider requests from the 'Namgis First Nation to assist the 'Namgis First Nation in accessing timber for traditional and cultural activities.

3.2 Revenue Sharing

- 3.2.1 During the term of this Agreement, the Government of British Columbia will pay to 'Namgis First Nation approximately \$760,872 annually for purposes described in Section 3.0.

- 3.2.2 The funding commitment set out in Section 3.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.
- 3.2.3 For the purposes of determining amounts for partial years, one-fourth (i.e. ¼) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.
- 3.2.4 Upon signing of this Agreement, the 'Namgis First Nation will be paid the full revenues for the fiscal quarter starting October 1, 2004 to December 31, 2004 with subsequent payments being made at the end of each quarter.
- 3.2.5 'Namgis First Nation will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.
- 3.2.6 Upon request, but not more than once in a calendar year, the 'Namgis First Nation will provide a copy of an audit extract to the Government of British Columbia which will verify and properly account for the receipt and expenditure of the revenue sharing funds provided under Section 3.2.1 of this Agreement.

4.0 Consultation and Accommodation Regarding Operational Plans

- 4.1 The Government of British Columbia agrees to consult with 'Namgis First Nation on Operational Plans that may potentially infringe 'Namgis First Nation's Aboriginal Interests within the Traditional Territory, except for any economic component of those interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement. The Government of British Columbia will provide the Namgis First Nation all relevant information that it is legally in a position to provide related to operational plans provided to it by the licensees.
- 4.2 During the term of this Agreement, 'Namgis First Nation agrees that the Government of British Columbia has fulfilled its duties to consult and to seek Workable Interim Accommodation with respect to the economic component of Infringements of 'Namgis First Nation's Aboriginal Interests in the context of Operational Decisions that the Government of British Columbia will make and any forest practices

that may be carried out under an Operational Plan in the Traditional Territory.

- 4.3 'Namgis First Nation agrees to fully participate, as set out in this section, in the review of all Operational Plans dealing with forest development within the Traditional Territory provided to them by the Government of British Columbia, and by Licensees.
- 4.4 In reviewing and responding to an Operational Plan submitted to them, 'Namgis First Nation will, within the Response Period, provide the party that supplied the plan to them with all reasonably available information that will identify any potential impacts to their Aboriginal Interests that may occur as a result of proposed forest resource development activities within the Traditional Territory, other than the economic component of those Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.5 Where information provided by the 'Namgis First Nation to the Government of British Columbia is deemed to be confidential by the 'Namgis First Nation, subject to the *Freedom of Information and Protection of Privacy Act*, the Government of British Columbia will not seek to make this information available to the public other than to the licensees operating in the area in question.
- 4.6 Upon receiving the response from 'Namgis First Nation as specified in Section 4.4, the Government of British Columbia and/or the Licensee will discuss and seek to accommodate with 'Namgis First Nation any site specific or area specific operational impacts on 'Namgis First Nation's Aboriginal Interests that may occur as a result of proposed forest resource development activities within the Traditional Territory, other than the economic component of those Aboriginal Interests that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.7 If no response is received from 'Namgis First Nation within the Response Period, then the Government of British Columbia may conclude that 'Namgis First Nation does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 4.8 Prior to the decision, the licensee and/or the Ministry of Forests will provide to the 'Namgis First Nation any response seeking to address 'Namgis First Nation Aboriginal Interests raised through the Operational planning consultation process.

- 4.9 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from 'Namgis First Nation, whether received directly or through a Licensee, and will consider whether concerns identified by 'Namgis First Nation have been addressed.
- 4.10 The Government of British Columbia will provide the 'Namgis First Nation with a copy of the approval letter for all Operational Plans at the same time that it is provided to the Licensee, and within a reasonable time after the decision, will inform the 'Namgis First Nation of the manner in which the 'Namgis First Nation's concerns under Section 4.4 have been considered and sought to be addressed.

5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1 The Government of British Columbia will provide to 'Namgis First Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year that will have an effect in the Traditional Territory, and either upon the request of 'Namgis First Nation or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to 'Namgis First Nation an updated list.
- 5.2 The Government of British Columbia will meet with 'Namgis First Nation at mutually agreed times throughout the year to provide an opportunity for 'Namgis First Nation to make known to representatives of the Government of British Columbia their concerns and comments relative to the effect of the Administrative Decision(s) on their Aboriginal Interests within the Traditional Territory.
- 5.3 The Government of British Columbia will include 'Namgis First Nation in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Tree Farm Licence #37, Tree Farm Licence #47 and the Kingcome Timber Supply Area.
- 5.4 'Namgis First Nation agrees to fully participate, within the Response Period, in public Timber Supply Review processes by providing all reasonably available information about their Aboriginal Interests within the Traditional Territory potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.

- 5.5 The Parties acknowledge that the public Timber Supply Review processes will be consistent with approved land use plans when higher-level objectives have been established.
- 5.6 If after considering the concerns and comments of 'Namgis First Nation, the statutory decision maker is of the opinion, acting reasonably, that an Administrative Decision creates an Infringement of 'Namgis First Nation's Aboriginal Interests that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 3.0, the statutory decision maker will seek to address the concerns and comments in the Administrative Decision or through the process in Section 4.0 of this Agreement.
- 5.7 The Government of British Columbia will provide a response to 'Namgis First Nation as to how their concerns raised in Section 5.2 have been addressed.
- 5.8 'Namgis First Nation agrees that in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 and adherence to the consultation processes in Sections 4.0 and 5.0 of this Agreement, the Government of British Columbia has fulfilled its duties to consult and to seek a Workable Interim Accommodation with respect to the economic component of potential Infringements of 'Namgis First Nation's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.
- 5.9 'Namgis First Nation further agrees that, in consideration of Sections 5.1 to 5.7 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and Workable Interim Accommodation process with respect to Infringements of 'Namgis First Nation's Aboriginal Interests resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement that may go beyond the economic component of 'Namgis First Nation's Aboriginal Interests .

6.0 Stability for Land and Resource Use

- 6.1 'Namgis First Nation will respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of intentional interference by 'Namgis First Nation members with provincially authorized activities related to forest resource

development activities including timber harvesting or other forestry economic activities occur within the Traditional Territory.

7.0 Dispute Resolution

- 7.1 If a dispute arises between the Government of British Columbia and 'Namgis First Nation regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 7.2 If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and 'Namgis First Nation.
- 7.3 The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

8.0 Term

- 8.1 This Agreement will take effect on the date on which the last Party has executed it.
- 8.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - 8.2.1 five years from the date this Agreement is executed; or,
 - 8.2.2 the coming into effect of a treaty between the Parties;
or,
 - 8.2.3 the mutual agreement of the Parties; or,
 - 8.2.4 the date on which the Government of British Columbia cancels the economic benefit(s) under this Agreement pursuant to Section 9.0; or,
 - 8.2.5 upon written notice of withdrawal from this Agreement by either Party, which will take effect 90 days following the receipt of the notice by the other Party; or
 - 8.2.6 at the option of the 'Namgis First Nation in the event that the Government of British Columbia fails to deliver any economic benefits pursuant to Section 3.0 of this Agreement.
- 8.3 If this Agreement is terminated in accordance with Section 8.2, then the Minister may terminate the economic benefits under this Agreement.

- 8.4 If notice to terminate this Agreement is provided by either Party pursuant to Section 8.2.5, the Ministry of Forests will not seek to accelerate decisions that are contemplated by the terms of this Agreement solely for the purpose of trying to ensure that such decisions are made before the termination of this Agreement.

9.0 Suspension or Cancellation of Economic Benefits by the Minister

- 9.1 Without limiting the actions that may be taken by the Minister of Forests or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend or cancel revenue sharing payments and the licence(s) entered into as a result of the invitation under this Agreement, if the Minister or a person authorized by the Minister determines that 'Namgis First Nation is not in compliance with this Agreement.
- 9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to 'Namgis First Nation of any alleged contravention of this Agreement that may lead 'Namgis First Nation being determined to not be in compliance with this Agreement.
- 9.3 Upon receiving written notice under Section 9.2, the 'Namgis First Nation will make reasonable efforts to address the alleged contravention within 20 days after receipt of this notice. During that 20 days, the Parties may meet to discuss the issue of non-compliance.
- 9.4 If, during the term of this Agreement, 'Namgis First Nation challenges or supports a challenge to, an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions/plans, by way of legal proceedings or otherwise, on the basis that the economic benefits set out in Section 3.0, and the consultation and accommodation processes set out in Sections 4.0 and 5.0 of this Agreement are not adequate or sufficient to:
- 9.4.1 provide adequate consultation, to substantially address 'Namgis First Nation's concerns and to provide an Workable Interim Accommodation in respect of any Infringements of 'Namgis First Nation's Aboriginal Interests with regard to Administrative Decisions relating to forest resource development activities within the Traditional Territory, or

- 9.4.2 substantially address the economic component of 'Namgis First Nation's Aboriginal Interests with regard to Operational Decisions relating to forest resource development activities within the Traditional Territory,

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefits set out in Section 3.0.

- 9.5 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement may be terminated.

10.0 Renewal of the Agreement

- 10.1 Prior to this Agreement terminating in accordance with Section 8.2., and subject to Section 10.3, if the terms and conditions of this Agreement are being met, the Government of British Columbia and 'Namgis First Nation will consider whether to seek the necessary authorities and approvals to renew this Agreement.
- 10.2 Any subsequent forestry agreement between the Government of British Columbia and 'Namgis First Nation may provide for an opportunity to acquire a Forest Tenure , and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.
- 10.3 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, subject to available appropriations, as an interim measure and 'Namgis First Nation has agreed to accept as an interim measure for the term of this Agreement.

11.0 Amendment of Agreement

- 11.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.
- 11.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

12.0 Entire Agreement

- 12.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

13.0 Notice

- 13.1 Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as in this section of the Agreement.
- 13.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 13.3 The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
Ministry of Forests
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone (250) 387-3656
Facsimile (250) 953-3687

'Namgis First Nation

Chief Bill Cranmer
'Namgis First Nation
P.O. Box 210
Alert Bay, BC V0N 1A0
Telephone: (250) 974-5556
Facsimile: (250) 974-5900

14.0 Miscellaneous

- 14.1 Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
- 14.2 This Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the Constitution Act, 1982 and does not recognise, define, amend, affirm, deny or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.
- 14.3 Subject to Section 9.4, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 14.4 This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from decisions contemplated by this Agreement during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement even if that infringement is caused by a decision that was made during the term of this Agreement.
- 14.5 This Agreement does not address or affect any claims by the 'Namgis First Nation arising from past interference with its Aboriginal Interests or any future treaty settlement related to an aboriginal right and title claim.
- 14.6 The Parties differ on the question of the existence or extent of any duty or duties of consultation and/or accommodation owed by forest licensees to the 'Namgis First Nation. Nothing in this Agreement or the fact that the Parties have entered into this Agreement, is intended to limit or prejudice the position that either Party may take in litigation or in other negotiations on the existence or extent of any duty or duties of consultation and/or accommodation owed by forest licensees or other third parties to the 'Namgis First Nation.
- 14.7 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 14.8 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.

14.9 The applicable laws of British Columbia and Canada shall govern this Agreement.

14.10 This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

'Namgis First Nation

Date: Jan 05, 2005



Chief William Cranmer



Witness

Signed on behalf of:

Government of British Columbia

Date: Feb. 9, 2005



Michael de Jong
Minister of Forests



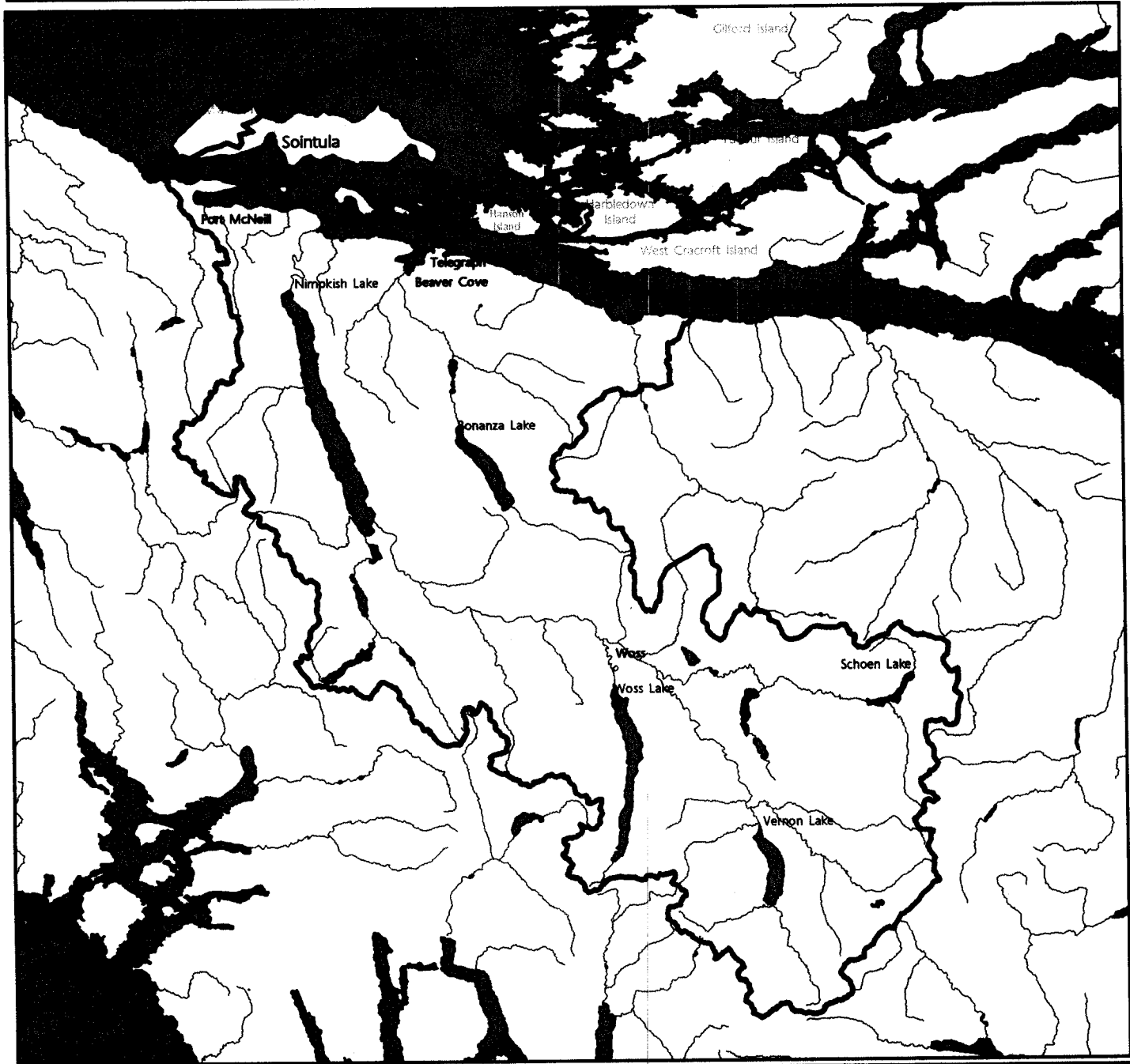
Witness

APPENDIX A
'NAMGIS FIRST NATION ASSERTED TRADITIONAL TERRITORY

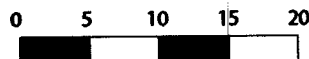
'NAMGIS FIRST



'Namgis First Nation Territory Map



'Namgis Title	—————
Island Highway	- - - - -
BC Hydro Lines	- · - · -



NOTE: The 'Namgis First Nation gathers information from many different sources and agencies. Every effort is made to produce and publish the most current and accurate information available. However this is a living document and will be changed over time. If you are unsure if you have the most current copy of this map, contact the 'Namgis First Nation

APPENDIX B
MAP OF OPERATING AREA IN THE KINGCOME TIMBER SUPPLY AREA



Province of
British Columbia
Ministry of
Forests

MAP OF T.F.L. A19238 Chart 114

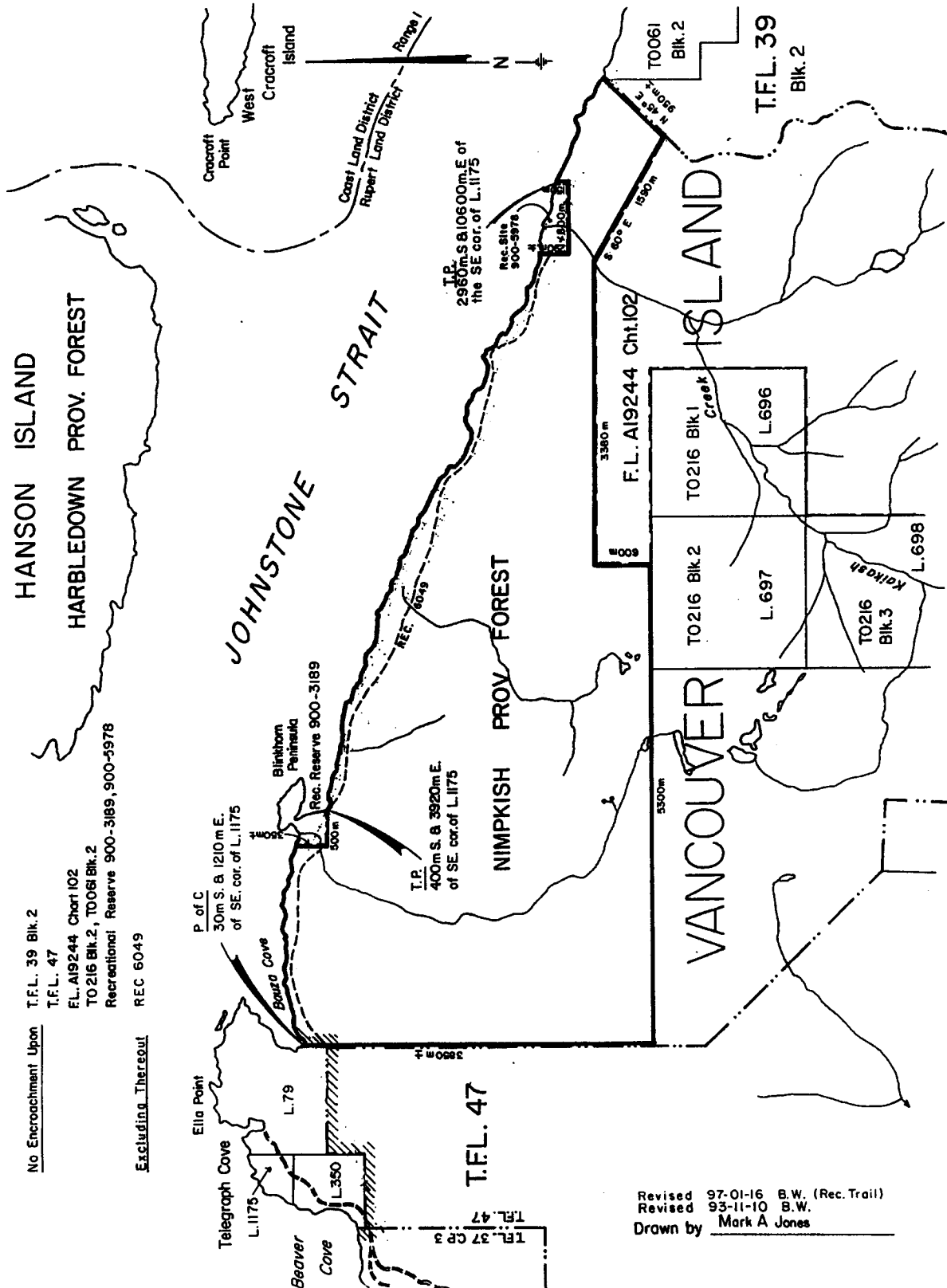
EXHIBIT 'A'

U.T.M. Zone	East	North	Reg	Compt.	L
09	65	90	00	05	5
9	6	5	9	0	0
0	0	0	0	0	0
0	0	0	0	0	2
0	0	0	0	0	1
0	0	0	0	0	1

FOREST REGION ▶ 01 Vancouver LAND DISTRICT ▶ 47 Rupert
DISTRICT ▶ 19 Port McNeill OUTLINE ▶ _____

Date 89-04-17
Rel. Map 92 L/10-W L/NE
Base 92 L/10, L/7
Scale 1: 50,000
Area 2531.6 hectares ±

Type Z	MANAGEMENT UNIT	Number	TIMBER SUPPLY AREA 33 Kingcome	PULPWOOD AGREEMENT	CASCADES
Number		Block	36 Broughton		East
Block		Sub-B			West C



No Encroachment Upon
T.F.L. 47
F.L. A19244 Chart 102
T0216 Blk. 2, T0061 Blk. 2
Recreational Reserve 900-3189, 900-3978
REC 6049

Excluding Thereout

Revised 97-01-16 B.W. (Rec. Trail)
Revised 93-11-10 B.W.
Drawn by Mark A Jones