Province of

Ministry of

Forest Service

British Columbia

Forests

TREE FARM LICENCE NO. 19

TAHSIS TREE FARM LICENCE

THIS LICENCE, made as of January 1, 1982

BETWEEN:

THE MINISTER OF FORESTS OF BRITISH COLUMBIA, on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA.

(the "Licensor")

OF THE FIRST PART,

AND:

TAHSIS COMPANY LTD. 1201 West Pender Street Vancouver, British Columbia V6E 2V4

(the "Licensee")

OF THE SECOND PART

WITNESSES that, under section 33 of the Forest Act, the parties agree as follows:

1.00 GRANT OF RIGHTS, LICENCE AREA AND TERM

1.01 Subject to this Licence and in consideration of Licensee's covenants in it the Licensor grants to the Licensee,

(a) the right during the term of this Licence to enter and occupy Crown land in the licence area for the purpose of

managing it according to management and working plans,
(b) the right during the term of this Licence to manage Crown land in the licence area according to management and working plans, and

- (c) subject to paragraph 14.01 and the Forest Act, the exclusive right during the term of this Licence to harvest timber from Crown land in the licence area, according to management and working plans and from areas specified in cutting permits issued from time to time under this Licence.
- 1.02 The Licence area is
- (a) the private land and Timber Licences described in Schedule
- (b) the Crown land described in Schedule "B" to the Licence, and as shown outlined in bold black on the map attached to this Licence, but excludes Crown land deleted, from time to time, under the Forest Act.
- 1.03 As Timber Licences expire, or as areas are deleted from them under section 57 of the <u>Forest Act</u>, the land subject to the Timber Licences or the areas deleted, as the case may be, shall be deemed to be deleted from Schedule "A" and to be added to Schedule "B".
- 1.04 This Licence may be amended by agreement of the parties, by deleting from the licence area private land described in Schedule
 - (a) the private land is required for a use that is more valuable than timber production, and
 - (b) the deletion would not, in the Chief Forester's opinion, unreasonably disturb the management of the licence area for timber production.
- 1.05 The term of this Licence is 25 years, beginning January 1,
- 1.06 On its tenth anniversary this Licence may be replaced according to the $\underline{Forest\ Act}.$

2.00 MANAGEMENT AND WORKING PLANS

- 2.01 Not later than January 31, 1982 the Licensee will submit for the Chief Forester's approval a proposed management and working plan for the 5 year period beginning January 1, 1982.
- 2.02 The management and working plan approved under the Tree Farm Licence that, under the Forest Act, is replaced by this Licence shall, until June 30, 1982, be deemed to be a management and working plan approved under paragraph 2.07.
- plan approved under paragraph 2.07.

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 2.03 Not later than June 30, 1985, and June 30 of every fifth year afterward, the Licensee will submit for the Chief Forester's approval a proposed management and working plan for the 5 year period beginning January 1 of the following year.

2.04 The Chief Forester, at the Licensee's request or on his own initiative, in a notice to the Licensee, may require that a management and working plan be amended or replaced where

timber in the licence area is damaged by fire, wind,

insects, disease, or other natural forces, or

damage is caused to a timber processing facility of the Licensee, or there is labour conflict, war, insurrection, adverse weather conditions, depressed markets or other circumstances beyond the Licensee's control, or

serious and unforeseen damage is caused to soils, fisheries or wildlife resources, of the licence area,

and the Chief Forester considers that the occurrence has rendered the management and working plan inadequate.

2.05 Where a notice is given under paragraph 2.04

the notice shall specify the occurrence, the extent to which the management and working plan is inadequate and the nature of the change required by the Chief Forester, and

- the Licensee will, within 6 months after the notice, submit (b) for the Chief Forester's approval a proposed management and working plan or a proposed amendment to the management and working plan, as the case may be, to have effect during the unexpired term of the then current management and working plan.
- 2.06 A proposed management and working plan shall be prepared, signed and sealed by a registered professional forester and shall contain
 - (a) information respecting the inventory of resources and, where available to the Licensee, and where required by the Chief Forester, respecting the soils, fisheries and wildlife resources and capabilities, of the licence area,

a proposal for developing timber harvesting operations and (b)

providing access on the licence area,

a proposal for protecting the forest in the licence area (c) from damage by fire, insects, and disease,

(d) proposal for reforesting and providing

silvicultural treatments to the licence area,

(e) the Licensee's program for fulfilling its obligations under part 10.00, and

- (f) such information respecting the development, other management and use of the licence area as the Chief Forester requires.
- 2.07 The Chief Forester will approve, from time to time, management and working plans for the licence area, acceptable to him, that specify
 - an allowable annual cut that he determines may be sustained from the licence area, having regard to

- (i) the composition of the forest on the licence area and its expected rate of growth, determined from an inventory of the forest,
- (ii) the expected time that it will take the forest to become re-established on the licence area following denudation,
- (iii) silvicultural treatments to be applied to the licence area,
- (iv) the standard of timber utilization and the allowances for waste and breakage it is expected will be applied with respect to timber harvesting operations conducted on the licence area, and
 - (v) any other information that relates to the capability of the licence area to produce timber,
- (b) measures taken and to be taken by the Licensee, consistent with this Licence and the <u>Forest Act</u>, for developing, protecting, restoring and improving the forest resources in the licence area, and for fulfilling its obligations under part 10.00, and
- (c) the portion of the allowable annual cut that the Chief Forester determines is attributable to Schedule "B" land at the beginning of the term of this Licence,

and any management and working plan may provide for the protection of such unique features of the licence area as are identified from time to time, by studies within the licence area, the results of which are approved by the Chief Forester.

2.08 A management and working plan shall be deemed to be a part of, and shall be consistent with, this Licence.

3.00 CUTTING PERMITS

- 3.01 Without the Regional Manager's written consent the Licensee will not cut timber on the licence area except under a cutting permit issued under this Licence, or under a road permit.
- *AMENDMENT *3.02 On application by the Licensee the Regional Manager will, Finst. from time to time, issue cutting permits to the Licensee, to enable the Licensee to harvest timber from the licence area, within the limits specified in paragraph 4.02 and according to the management and working plan then in effect.
- AMERIMENT \$ 3.03 A cutting permit shall, subject to the management and working plan then in effect,

 10.59 (a) authorize timber to be harvested unit.
 - (a) authorize timber to be harvested under this Licence from a specific area of land in the licence area,
 - (b) be for a term, not exceeding 3 years, determined by the Regional Manager,
 - (c) provide for the payment of stumpage rates applicable to timber harvested under it and procedures for varying the stumpage rates, where stumpage is payable in respect of the timber,

- (d) prescribe utilization standards, other cutting specifications and forest practices to be followed in timber harvesting operations carried on under it,
- prescribe the specifications and standards of roads to be built on the land subject to the cutting permit,

 (f) set out procedures for associate times.

f) set out procedures for assessing timber wasted and damaged by the Licensee and damages payable to the Crown for timber wasted and damaged,

(g) specify a timber mark to be used in conjunction with the timber harvesting operations carried on under it,

(h) be deemed to be a part of this Licence, and

(i) include such other provisions, consistent with this Licence and the Forest Act, as the Regional Manager determines.

** AMENDMENT \$3.04 The Licensee will define on the ground the boundaries of INST, the areas authorized for harvesting under a cutting permit, unless the Regional Manager determines otherwise.

3.05 Timber cut under this Licence shall be marked according to the Forest Act and cutting permits, and shall, subject to the Forest Act, be scaled according to the Forest Act.

4.00 CUT CONTROL

- 4.01 In this part the "volume of timber harvested" during a period of time means the total of
 - (a) the volume of timber cut under this Licence and under road permits, and
 - (b) the volume of timber that is estimated to be wasted or damaged under cutting permits issued pursuant to this Licence and under road permits, and

(c) the volume of timber cut during the period by the Licensee in the licence area, but not authorized for cutting under this Licence,

that is billed to the Licensee in statements issued on behalf of the Crown during the period, and in this paragraph "Licence" includes a Tree Farm Licence replaced by this Licence.

- 4.02 The Licensee will not permit the volume of timber harvested (a) during a calendar year
 - (i) to be more than 150%, or
 - (ii) to be less than 50%,

of the allowable annual cut approved in the management and working plan in effect during the calendar year, or

(b) during a 5 year cut control period,

(i) to be more than 110%, or

(ii) to be less than 90%, of the 5 year allowable cut for the 5 year cut control period.

If the volume of timber harvested during a calendar year exceeds 150% of the allowable annual cut specified in the management and working plan in effect during the calendar year, the Licensee will pay to the Crown, in addition to stumpage, as liquidated damages, an amount of money equal to 2 times

(a) the volume exceeding 150%, multiplied by

- the average stumpage rate applicable to timber harvested under this Licence, billed to the Licensee in statements issued on behalf of the Crown during the calendar year.
- If the volume of timber harvested during a 5 year cut control period exceeds 110% of the 5 year allowable cut for the 5 year cut control period, the Licensee will pay to the Crown, in addition to stumpage, as liquidated damages, an amount of money equal to 2 times

the volume exceeding 110%, multiplied by

the average stumpage rate applicable to timber harvested under this Licence, that is billed to the Licensee in statements issued on behalf of the Crown during the last year of the 5 year cut control period.

5.00 FINANCIAL AND DEPOSITS

In addition to other money payable by the Licensee under the Forest Act and under this Licence, but without duplication, the will pay to the Crown, immediately on receipt of a statement issued on behalf of the Crown,

annual rent under the Forest Act,

in respect of timber cut under this Licence from Schedule (b) "B" land, stumpage at rates determined by a forest officer and varied under cutting permits,

in respect of timber cut under this Licence from Schedule

"A" land subject to Timber Licences, either

- stumpage at rates determined by a forest officer and varied under cutting permits, or
- royalty at rates specified in the Forest Act, according to the election made under section 23 of the Forest Act in respect of the Timber Licences,

scaling fees determined under the regulations, and

- waste and damage assessments made under cutting permits.
- 5.02 During the term of this Licence the Licensee will maintain with the Crown a deposit in an amount prescribed in the regulations, in cash or in negotiable securities acceptable to the Licensor, as security for the Licensee's performance of its obligations under this Licence and under the Forest Act.
- If the Licensee fails to pay money it is required to pay to the Crown under the Forest Act, this Licence, a road permit or a cutting permit,

the payment may, after at least 30 days' notice has been given to the Licensee, be taken from the deposit maintained paragraph 5.02 and for that purpose a security included in the deposit may be sold, and

the Licensee will forthwith pay to the Crown, in cash or in negotiable securities acceptable to the Licensor, an amount of money sufficient to maintain the deposit in the amount specified under paragraph 5.02.

Where the Regional Manager considers harvesting or related operations that are proposed to be carried out under a cutting permit or road permit are likely to cause damage to the improvements or chattels of a lawful occupier or lawful user of Crown land, the Licensee may be required in the cutting permit or

to prevent the damage from occurring, (a)

to pay reasonable compensation to the occupier or user in (b) respect of damage that occurs, and

- to pay to the Crown a special deposit, in cash or negotiable securities acceptable to the Licensor, in an amount determined by the Regional Manager to be adequate security for the Licensee's performance of requirements under subparagraphs (a) and (b).
- 5.05 Where under a cutting permit or road permit referred to in paragraph 5.04 the Licensee

(a) fails to prevent the damage from occurring, and

fails to pay reasonable compensation to the occupier or

the occupier or user may, after at least 30 days' notice has been given to the Licensee, be paid reasonable compensation, on the Licensee's behalf, out of a deposit paid under paragraph 5.04 or maintained under paragraph 5.02, or both, and for that purpose a security included in either deposit, or both of them, may be sold.

5.06 The Licensor will refund to the Licensee

- the deposit maintained under paragraph 5.02 (minus deductions made under paragraphs 5.03 and 5.05), when this (a) the Licence expires, is cancelled, or terminates and is not replaced under section 29 of the Forest Act, and
- a special deposit paid under paragraph 5.04 (minus deductions made under paragraph 5.05), when the cutting (b) permit or road permit referred to in paragraph 5.04 expires.
- 5.07 If this Licence is disposed of, within the meaning of the Interpretation Act, otherwise than bona fide by way of security, deposits held under this Licence shall be deemed to be assigned to the person taking the disposition of this Licence and the Crown shall not be bound afterward to account for the deposits to the person making the disposition.

6.00 ROADS

- 6.01 The locations, specifications and standards of all roads to be built on Crown land by the Licensee to provide access to or in the licence area,
 - (a) shall, except branch or spur roads on land that is subject to a cutting permit, be included in road permits entered into under the <u>Forest Act</u> between the Regional Manager and the <u>Licensee</u>, and
 - (b) shall be consistent with management and working plans in effect from time to time.
- 6.02 Where any part of the expense of constructing a logging access road to or in the licence area is to be applied as a credit against stumpage payable by the Licensee under section 88 of the Forest Act and the right of way of the road, or part of it, is to be located on private land, the Licensee will, if the Regional Manager in a notice to the Licensee requires,
 - (a) at its own expense survey the part of the right of way located on private land and register a plan of the survey in the appropriate Land Title Office, and
 - (b) deliver to the Regional Manager, in consideration of \$1.00, a deed of land in registerable form over the part of the right of way to be located on private land, according to and in the form set out in the notice.
- 6.03 Before April 1 of each year during the term of this Licence the parties will review the road system in or serving the licence area and, after the review,
 - (a) the Regional Manager, or a Forest Officer authorized by him, may, in a notice to the Licensee, identify roads that are to be maintained by the Licensee for forest protection and silviculture purposes, until April 1 of the following year, and
 - (b) the Licensee will maintain the roads according to the notice.

7.00 FOREST PROTECTION

- 7.01 Before April 1 of every year during the term of this Licence, the Licensee will submit to the Regional Manager a fire protection pre-organization plan, including a duty roster, acceptable to the Regional Manager.
- 7.02 The Regional Manager will from time to time approve fire protection pre-organization plans acceptable to him.
- 7.03 A fire protection pre-organization plan approved by the Regional Manager shall be deemed to be part of the management and working plan then in effect and shall be consistent with this Licence.

7.04 The Licensee's obligations under a fire protection pre-organization plan shall be in addition to and do not replace its obligations under section 121 of the Forest Act.

8.00 FORESTRY

- 8.01 The Licensee will employ or contract for the services of, or both, as many registered professional foresters as the Chief Forester considers are reasonably required to manage the licence area according to this Licence.
- 8.02 The Licensee will not post a sign on or near the licence area concerning forestry practised or the development of recreation sites on the licence area, unless the sign acknowledges the Crown's contributions.

9.00 FOREST SERVICE ACCOMMODATION AND ACCESS

- 9.01 After receiving reasonable notice from the Regional Manager, the Licensee will provide the Regional Manager and Forest Officers with reasonable office and living accommodation on the licence area, or at a headquarters or timber processing facility of the Licensee near the licence area, to enable the Regional Manager and Forest Officers to carry out their responsibilities in the licence area and the Licensee may charge the Licensor the reasonable cost of the provision of such office and living accommodation.
- 9.02 The Regional Manager and Forest Officers may at reasonable times
 - (a) use roads on the licence area owned, or deemed to be owned, by the Licensee, and
- (b) enter private land in the licence area, to carry out their responsibilities in the licence area.

10.00 CONTRACTORS

- 10.01 Each calendar year during the term of this Licence a volume of timber equal to at least
 - (a) 50% of the volume of timber harvested by or for the Licensee from the licence area during the year, multiplied by

(b) the result obtained by the division of

- (i) the portion of the allowable annual cut specified in the management and working plan in effect during the calendar year that the Chief Forester determines is attributable to Schedule "B" land, by
- (ii) the allowable annual cut specified in the management and working plan in effect during the calendar year, shall be harvested by persons under contract with the Licensee unless the Licensor, pursuant to the regulations, relieves the Licensee from this requirement in whole or in part.
- 10.02 Compliance with paragraph 10.01 shall be calculated according to the method prescribed in the regulations. F.S. 585--Page 9 (of 16)

10.03 If in a calendar year the volume of timber harvested by persons under contract with the Licensee is less than the volume required under paragraph 10.01, the Licensee will on demand pay to the Crown, as liquidated damages, an amount of money equal to

(a) the volume below the volume required under paragraph 10.01,

multiplied by

(b) the average stumpage rate applicable to timber harvested from the licence area, that is billed to the Licensee in statements issued on behalf of the Crown during the calendar year,

unless, and to the extent that, relief is given under paragraph 10.01.

11.00 TIMBER PROCESSING

11.01 The Licensee will give the Licensor at least three months prior notice in writing of closure or major reduction in capacity of a timber processing facility owned or operated by the Licensee or any of its affiliates within the meaning of the <u>Companies Act</u>.

12.00 LIABILITY AND INDEMNITY

12.01 The Licensee will indemnify the Crown against and will save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Crown as a result, directly or indirectly, of wrongful acts and omissions on the licence area of the Licensee, and

(a) an employee of the Licensee,

- (b) a person who performs work directly or indirectly under contract with the Licensee, and
- (c) any other person who carries on timber harvesting or related operations on the licence area with the consent of the Licensee, except

(i) the holder of a Free Use Permit referred to in

paragraph 14.01, or

(ii) the holder of a Timber Sale Licence entered into under the Forest Act, or

(iii) a servant or agent of the Crown, or

- (iv) any other person who uses or occupies the licence area under rights granted by the Crown, acting within the scope of his duties.
- 12.02 Paragraph 12.01 does not apply to an act or omission that is a reasonable response to, and complies with, an order made on behalf of the Crown.

12.03 Where the Licensee fails to perform an obligation it is required to perform under this Licence, a management and working plan, a fire protection pre-organization paragraph 7.02, a cutting permit, or a road permit plan approved under

the Regional Manager or a Forest Officer authorized by him may perform the obligation on the Licensee's behalf, and

- the Licensee will on demand pay the Crown an amount of (b) equal to the reasonable costs incurred subparagraph (a) to perform the obligation.
- Liquidated damages paid by the Licensee to the Crown 12.04 under this Licence
 - shall be in addition to, and not in substitution for, and
 - shall not, if accepted on behalf of the Crown, be deemed to be a waiver of,

any remedy available under the Forest Act to the Crown, the Licensor, the Regional Manager or a Forest Officer, in respect of the default of the Licensee that led to the payment of liquidated

- 12.05 Notwithstanding this Licence, liquidated damages are not payable under this Licence in respect of the Licensee's default if the Licensee pays a penalty in respect of the default under section 139 of the Forest Act.
- The Crown will indemnify the Licensee against and will 12.06 save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Licensee as a result, directly or indirectly, of wrongful acts or omissions on the licence area of the Crown, its employees, agents and contractors.

13.00 TERMINATION

- If this Licence expires, or is terminated and is not replaced under section 29 of the Forest Act, or if this Licence is cancelled,
 - cutting permits and road permits will terminate when the (a) expiry, termination or cancellation occurs,
 - Timber Licences that are in effect at termination or cancellation shall be replaced by new timber licences under the Forest Act,
 - title to all improvements, including roads and bridges, then fixed on Schedule "B" land shall vest in the Crown, (C) without compensation to the Licensee provided that the Licensee may remove its improvements which are capable of removal in such manner as not to damage other improvements within thirty (30) days of such expiration, termination or cancellation.
 - property in logs, and in special forest products as defined (d) in the Forest Act, then on Schedule "B" land shall pass to the Crown, without compensation to the Licensee.

- 13.02 Subject to paragraph 13.03 if the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensor may cancel this Licensee in a notice served on the Licensee.
- 13.03 The Licensor will not cancel this Licence under paragraph 13.02 unless and until
 - (a) he gives notice to
 - (i) the holder of a debenture, mortgage or other debt security that charges this Licence, then registered against the Licensee under the Companies Act, and
 - (ii) the trustee for the holder of a bond or debenture issued under a deed of trust that charges this Licence, then registered against the Licensee under the Companies Act, and
 - (b) a person referred to in clauses (a)(i) or (a)(ii) has had a reasonable opportunity to exercise his rights and to pursue his remedies under the deed of trust, debenture, mortgage or other debt security, including the taking of possession of the Licensee's properties and assets.

14.00 MISCELLANEOUS

- 14.01 The Regional Manager may, on behalf of the Crown, grant Free Use Permits to persons other than the Licensee authorizing the harvest of Crown timber from the licence area, but the volume of timber harvested under such Free Use Permits in any year during the term of this Licence shall not exceed 1% of the allowable annual cut approved for that year.
- 14.02 The Licensee represents and warrants to the Licensor that it is the beneficial owner of the private land and the Timber Licences described in Schedule "A" unless the parties agree otherwise.
- 14.03 By April I of every year during the term of this Licence the Licensee will deliver to the Regional Manager an annual report in respect of this Licence for the preceding calendar year, reporting on inventory depletion, forestry and silviculture, engineering, inventory, protection, research, recreation and performance of the requirement under part 10.00, and containing such other information as the Regional Manager requires.
- 14.04 If the Licensor so directs the Licensee will, at its own expense, survey and define on the ground any or all boundaries of the licence area.
- 14.05 Where in this Licence an obligation is to be performed by the Chief Forester, the Regional Manager or a Forest Officer, the Licensor will cause the obligation to be performed by that person.

- 14.06 This Licence is subject to the Forest Act.
- 14.07 Where a notice is required under this Licence, the notice shall be in writing and shall be deemed to have been given if delivered to, or if sent by prepaid registered mail addressed to:

The Licensor:

HONOURABLE MINISTER OF FORESTS, Parliament Buildings Victoria, British Columbia V8V 1X4,

and

The Licensee:

TAHSIS COMPANY LTD. 1201 West Pender Street Vancouver, British Columbia V6E 2V4

Attention: Chief Forester

or to such other address specified by one party to the other in a notice given according to this paragraph and, subject to paragraph 14.08, where service is by registered mail the notice shall be conclusively deemed to be given on the eighth day after its deposit in a Canada Post Office at any place in Canada.

- 14.08 Where, between the time a notice is mailed under paragraph 14.07 and the time it is actually received by a party, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice shall not be deemed to be given until the party actually receives it.
- 14.09 This Licence will enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.

15.00 INTERPRETATION

- 15.01 In this Licence, unless the context otherwise requires,
- (a) "allowable annual cut" means the rate of timber harvesting specified as the allowable annual cut in a management and working plan,
- (b) "Chief Forester" means the chief forester appointed under the <u>Ministry of Forests Act</u>,

the months of the management of the contract of

- (c) "Crown" has the same meaning as in the Interpretation Act,
- (d) "Crown land" has the same meaning as in the Forest Act,
- (e) "cutting permit" means a cutting permit issued under paragraph 3.02,
- (f) "5 year allowable cut" means the total of the allowable annual cuts in effect each year during a 5 year cut control period,
- (g) "5 year cut control period" means the 5 year period beginning January 1 of the year when the term of this Licence begins, and each successive 5 year period,
- (h) "Forest Officer" means a person who is designated as a forest officer under the Forest Act,
- (i) "Forest Service" means the forest service continued under the Ministry of Forests Act,
- (j) "harvest" includes entry on land for the purpose of cutting and removing timber, cutting the timber and removing the timber from the land,
- (k) "licence area" means
 - (i) the private land and Timber Licences described in Schedule "A" to this Licence, and
 - (ii) the Crown land described in Schedule "B" to this
 - and as shown outlined in bold black on the map attached to this Licence, but excludes Crown land deleted, from time to time, under the Forest Act,
- (1) "management and working plan" means a management and working plan approved under paragraph 2.07, or deemed to be approved under paragraph 2.02,
- (m) "Minister" means minister within the meaning of the Forest Act,
- (n) "person" includes a corporation and a partnership,
- (o) "person under contract" has the meaning defined in the regulations,
- (p) "private land" means land that is not Crown land,

- "Regional Manager" means the regional manager appointed (q) under the Ministry of Forests Act, for the forest region in which the licence area, or part, is situated,
- (r) "registered professional forester" registered under the Foresters Act, means person
- "regulations" means regulations made under the Forest Act, (s)
- "road permit" means a road permit entered into between the (t) Regional Manager and the Licensee under the Forest Act to provide access to or in the licence area,
- "Schedule 'A' land" means the private land and Timber (u) Licences described in Schedule "A" to this Licence, but excludes land deemed to be deleted, from time to time, from Schedule "A" under paragraph 1.03 and land deleted, from time to time, from Timber Licences under the Forest Act,
- "Schedule 'B' land" means the land described in Schedule "B" to this Licence and land deemed to be added, from time to time, to Schedule "B" under paragraph 1.03, but excludes land deleted, from time to time, from Schedule "B" under the Forest Act,
- "Timber Licence" means a Timber Licence described Schedule "A" to this Licence,
- "timber processing facility" has the same meaning as in the (x) Forest Act, and
- "wood residue" has the same meaning as in the Forest Act. **(y)**
- 15.02 In this Licence, unless the context otherwise requires, the singular includes the plural and the plural includes
- the singular, (b)
- masculine, the feminine and the neuter are interchangeable, and
- a reference to a series of numbers or letters, by the first and last numbers or letters of the series, includes the number or letter referred to first and the number or letter referred to last.

15.03 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

1.01 paragraph,

(a) subparagraph,

(i) clause,
A. subclause;

and a reference to a subparagraph, clause or subclause shall be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

15.04 Where a section of the <u>Forest Act</u> referred to in this Licence is renumbered, the reference in this Licence shall be construed to be the section as renumbered.

IN WITNESS to this Licence, it has been signed on behalf of the Crown, and the common seal of the Licensee has been affixed to it in the presence of its officers who are authorized to do so.

SIGNED, SEALED AND
DELIVERED by the
HONOURABLE MINISTER OF
FORESTS, on behalf of
the Crown in the
presence of:

Margnerite Margnetype;

Minister of Forests

THE COMMON SEAL of the Licensee was affixed in the presence of:

VICE-RESULT AND SECRETARY TREASURER

SCHEDULE "A" Tahsis Tree-Farm Licence Tree-Farm Licence No. 19

Forest Lands and merchantable timber in other tenures owned or controlled by the Licensee in the Tahsis Tree Farm Licence No. 19.

A. CROWN GRANTS

		Hectares	Certificate
Crown Grants	Land District	more or less	of Title No.
Sec. 2	Nootka	149.739	199078-I
Sec. 3	11	144.073	368047-I
Ptn. Lot 54	tt .	101.175	234811-I
Ptn. Lot 54 lying outside the District of Gold F		14.132	234812-1
Sec. 59	11	161.071	196479-I
Sec. 59A	u	32.376	196479-1
Lot 62 (Ex. 1 Ch. strip measured from H.W.M.)	11	14.165	9493-W
Lot 74	н	73.967	234811-I
Lot 174	11	435.550	267413-I
Lot 175 (Ex. Plans 1653R Pt. within Lot 637,)	11	835.341	34921 - I
Lot 216	ti	94.825	234809-I
Lot 217	11	7.989	234810-I
Lot 234 (Ex. Plan 3622 RV	7) "	52.011	19648 0- I
Lot 235 (Ex. Plan 3522 RW	7) "	62.451	221606-I

Lot 441 (Ex. Plans 3620	Hecta istrict more or	
RW, 34500)		3.747 265497-I
Lot 596 (Ex. Plan 25219)	1	1.203 60255-N
Lot 608		5.783 237996-I
TOTAL CRO	WN GRANTS 2 26	9.598

B. TIMBER LICENCES

Timber Licence	Replaces Special Timber Licence	Hectares Land District more or less
	T.L. 1038P	Nootka 259
Т0397 Block 1	T.L. 1139P	Clayoquot 149
" Block 2	T.L. 1143P	" 90
" Block 3	T.L. 1144P	" 217
" Block 4	T.L. 1141P	" 165
" Block 5	T.L. 6584P	" 198
		TOTAL 819
Т0409	T.L. 116 ^p	Nootka & / Clayoquot 179
T0435	T.L. 117 ^P	Nootka 143
T0450	T.L. 1142 ^P	" 130
T0472 Block 1	T.L. 113P	" 147
" Block 2	T.L. 126 ^P	" 148
" Block 3	T.L. 128 ^P	" 40
" Block 4	T.L. 129 ^P	105
		TOTAL 440

Timber Licence	Replaces Special Timber Licence	Land District	Hectares more or less
T0484 Block	1 T.L. 1904P	Nootka	25
" Block	2 T.L. 1907P	ı	77
" Block	3 T.L. 1908P	tt	97
		TOTAL	199
Timber Licence	Replaces Special Timber Licences and Leases	Land District	Hectares more or less
T0495 Block 1	Tbr. Lease 148 (L.L.	6) Nootka	407
" Block 2	T.L. 7507P	***	19
" Block 3	T.L. 7508P	rt	125
" Block 4	T.L. 7511P	11	52
" Block 5	T.L. 1902 ^P	19	_65
		TOTAL	668
T0512 Block 1	T.L. 1492P	Nootka	129
" Block 2	T.L. 1493 ^P	n	234
		Total	363
T0536 Block 1	T.L. 1040 ^P	Nootka	224
" Block 2	T.L. 1041 ^P	11	175
		TOTAL	399
T0543	T.L. 1039P	Nootka	132
π0559	T.L. 1042 ^p	Nootka	94
T0571 Block 1	T.L. 2477 ^P	Nootka	228
Block 2	T.L. 1030P	11	136
		TOTAL	364
Schedule "A" - Page	3 (of 5)		

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T0582 Block 1 T.L. 1028P Block 2 T.L. 1029P T0593 Block 1 T.L. 1053P " Block 2 T.L. 1054P " Block 3 T.L. 2677P T0609 T.L. 217P T0627 Block 1 T.L. 218P " Block 2 T.L. 2043P " Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P " Block 2 T.L. 220P	Nootka " TOTAL Nootka " TOTAL Nootka Nootka	112 173 285 105 10 73 188 95 82
T0593 Block 1 T.L. 1053P " Block 2 T.L. 1054P " Block 3 T.L. 2677P T0609 T.L. 217P T0627 Block 1 T.L. 218P " Block 2 T.L. 2043P " Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P	TOTAL Nootka " TOTAL Nootka	285 105 10 73 188
" Block 2 T.L. 1054P " Block 3 T.L. 2677P T0609 T.L. 217P T0627 Block 1 T.L. 218P " Block 2 T.L. 2043P " Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P	Nootka " " TOTAL Nootka	105 10 <u>73</u> <u>188</u> 95
" Block 2 T.L. 1054P " Block 3 T.L. 2677P T0609 T.L. 217P T0627 Block 1 T.L. 218P " Block 2 T.L. 2043P " Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P	" TOTAL Nootka	10 <u>73</u> <u>188</u> 95
## Block 2 T.L. 1054P ## Block 3 T.L. 2677P ## T0609 ## T.L. 217P ## T0627 Block 1 T.L. 218P ## Block 2 T.L. 2043P ## Block 3 T.L. 3786P ## Block 4 T.L. 3787P ## Block 5 T.L. 3788P ## T0638 ## T.L. 3789P ## T0679 Block 1 T.L. 219P	" TOTAL Nootka	10 <u>73</u> <u>188</u> 95
TOGOS T.L. 2677P TOGOS T.L. 217P TOGOS T.L. 218P T.L. 2043P T.L. 3786P T.L. 3787P T.L. 3788P TOGOS T.L. 3789P TOGOS T.L. 3789P	TOTAL Nootka	73 188 95
T0627 Block 1 T.L. 218P " Block 2 T.L. 2043P " Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P	Nootka	<u>188</u> 95
T0627 Block 1 T.L. 218P " Block 2 T.L. 2043P " Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P		
" Block 2 T.L. 2043P " Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P	Nootka	
" Block 3 T.L. 3786P " Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P		~
" Block 4 T.L. 3787P " Block 5 T.L. 3788P T0638 T.L. 3789P T0679 Block 1 T.L. 219P	Rupert	59
TO 638 T.L. 3789P TO 679 Block 1 T.L. 219P	tt.	129
T0638 T.L. 3789P T0679 Block 1 T.L. 219P	u	156
T0679 Block 1 T.L. 219P	π .	120
T0679 Block 1 T.L. 219P	TOTAL	546
	Rupert	56
" Block 2 T.L. 220P	Nootka	109
	**	122
" Block 3 T.L. 221P	п	<u>159</u>
		390
TOTAL TIMBER	TOTAL	

SUMMARY	Area in Hectares More or less
TOTAL CROWN GRANTS	2 269.598
TOTAL TIMBER LICENCES	5 749.000
GRAND TOTAL	8 018.598

SCHEDULE "B"

Tahsis Tree Farm Licence

Tree-Farm Licence No. 19

All Crown lands within Clayoquot, Nootka and Rupert Land Districts not otherwise alienated within the areas outlined in bold black on the accompanying maps except Crown land which was subject to an old temporary tenure (within the meaning of the Forest Act assented to March 30, 1972) and held by a person other than the Licensee.

"Commencing at the southwest corner of Lot 651, Nootka Land District, being a point on the high-water mark of Muchalat Inlet on the northerly shore thereof; thence in a general westerly direction along the said high-water mark of Muchalat Inlet and the high-water mark of Williamson Passage on the northerly shore thereof to the southeast corner of Indian Reserve No. 14, "Hleepte"; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 14, "Hleepte", to the southwest corner thereof, being a point on the said high-water mark of Williamson Passage; thence in a general westerly direction along the said high-water mark of Williamson Passage to the high-water mark of Hanna Channel on the northeasterly shore thereof; thence in a general northwesterly direction along the said high-water mark of

Hanna Channel to the southwest corner of Indian Reserve No. "Cheesish"; thence easterly, northerly and westerly along southerly, easterly and northerly boundaries of said Indian Reserve No. 15, "Cheesish", to the northwest corner thereof, being a point on the said high-water mark of Hanna Channel; thence in a general northwesterly direction along the high-water mark of said Hanna Channel, to the high-water mark of Tlupana Inlet on the easterly shore thereof; thence in a general northeasterly direction along the said high-water mark of Tlupana Inlet to the high-water mark of Nesook Bay on the southerly shore thereof; thence in a general easterly and northerly direction along the high-water mark of Nesook Bay on the southerly and easterly shores thereof, to the southwest corner of Indian Reserve No. 4, "Nesook"; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 4, "Nesook", to the northwest corner thereof, being a point on the said high-water mark of Nesook Bay on the easterly shore thereof; thence in a general northerly and westerly direction along the high-water mark of Nesook Bay on the easterly and northerly shores thereof to the aforesaid high-water mark of Tlupana Inlet on the easterly shore thereof; thence in a general northerly direction along the high-water marks of Tlupana Inlet and Moutcha Bay on the easterly shores thereof southwest corner of Indian Reserve No. 5, "Moutcha"; easterly, northerly and westerly along the southerly, easterly and

kilometres; thence east 402 metres; thence south 402 metres; thence east 2.414 kilometres; thence north 301 metres, more or less, to the high-water mark of an unnamed lagoon on the southerly shore thereof, said lagoon being on the westerly shore of Tlupana Inlet, north of Lot 143; thence in a general southeasterly direction along the said high-water mark of the unnamed lagoon on the southerly shore thereof to the said high-water mark of Tlupana Inlet; thence in a general southwesterly direction along the high-water mark of the Tlupana Inlet to the high-water mark of Eliza Passage on the northerly shore thereof; thence in a general westerly direction along the said high-water mark of Eliza Passage to the southeast corner of Indian Reserve No. 8, "Hoiss"; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 8, "Hoiss", to the southwest corner thereof, being a point on the high-water mark of said Eliza Passage; thence in a general westerly direction along the said high-water mark of Eliza Passage to the high-water mark of Tahsis Inlet on the easterly shore thereof; thence in a general northerly direction along the said high-water mark of Tahsis Inlet to the southwest corner of Indian Reserve No. 9, "Coopte"; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 9, "Coopte", to the northwest corner thereof, being a point on the said high-water mark of Tahsis Inlet; thence in a general northerly direction along the said high-water

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mark of Tahsis Inlet to a point 170 metres south and 10 metres east of the southwest corner of Indian Reserve No. 10, "Tsowin", (said point being the most southerly southwest corner of Lot 34, Timber Lease 246); thence east 375 metres; thence north 402 metres; thence east 2.012 kilometres; thence north 402 metres; thence east 402 metres; thence north 805 metres; thence west 2.012 kilometres; thence north 402 metres; thence west 805 metres; thence north 402 metres; thence west 402 metres, more or less, to the aforesaid high-water mark of Tahsis Inlet; thence in a general northerly direction along the said high-water mark of Tahsis Inlet to the southwest corner of Indian Reserve No. 11, "Tahsis"; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 11, "Tahsis", to the northwest corner thereof, being a point on the high-water mark of aforesaid Tahsis Inlet; thence in a general northerly direction along the said high-water mark of Tahsis Inlet to the southwest corner of Lot 1 of Lot 596, as shown on Plan 25219, deposited in Victoria Land Title Office; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 1 of Lot 596, Plan 25219, to the northwest corner thereof, being a point on the aforesaid high-water mark of Tahsis Inlet; thence in a general northerly direction along the said high-water mark of Tahsis Inlet to the most easterly southeast corner of Lot 600; thence northerly along the easterly boundaries of Lots 600 and 595 to the

northeast corner of said Lot 595; thence westerly along the northerly boundary of said Lot 595 to the high-water mark of the Tahsis River, on the right bank thereof; thence in a general northerly direction along the said high-water mark of the Tahsis River to the northeast corner of Lot 42; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Lot 42 to the aforesaid most northwest corner of Lot 595; thence south 386 metres to the northeast corner of Block A of Lot 82; thence westerly and southerly along the northerly and westerly boundaries of said Block A to the southwest corner thereof, being also a point on the most southerly boundary of Lot 82; thence westerly along the said southerly boundary of Lot 82 to the most southerly southwest corner thereof; thence south 402 metres, to the southwest corner of Lot 595; thence westerly and southerly along the northerly and westerly boundaries of Lot 443 to the northeast corner of Lot 623; thence westerly and southerly along the northerly and westerly boundaries of said Lot 623 to the northerly boundary of Lot 625; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Lot 625 to the aforesaid high-water mark of Tahsis Inlet on the westerly shore thereof; thence in a general southerly direction along the said high-water mark of Tahsis Inlet to the high-water of Tahsis Narrows on the northerly shore thereof; thence in a general westerly direction along the said high-water of Tahsis Narrows to a point 1.905

kilometres east and 350 metres south of the southeast corner of Lot 37; thence north 2.295 kilometres, more or less, to a point on the easterly boundary of the watershed of Lutes Creek (also being a point on the westerly boundary of expired T.L. 1055P); thence in a general northerly direction along the easterly boundaries of the watershed of Lutes Creek, Barr Creek and Little Zeballos River and the northerly boundary of the said watershed of Little Zeballos River; thence in a general westerly and southerly direction along the northerly and westerly boundaries of the said watershed of Little Zeballos River to a peak approximately 730 metres elevation located east of the northeast corner of Lot 461; thence 77 degrees west 503 metres, more or less, to a peak south approximately 365 metres in elevation; thence south 29 degrees west 603 metres to the northwest corner of Lot 593; thence northerly along the easterly boundaries of Lot 461 and Lot 502 to northeast corner of said Lot 502; thence westerly along northerly boundary of said Lot 502 to the northwest corner thereof, also being a point on the high-water mark of the Zeballos River on the left bank thereof; thence due west to the high-water mark on the right bank thereof, also being a point on the easterly boundary of Lot 53; thence northerly, westerly, southerly and easterly along the easterly, northerly, westerly and southerly boundaries of said Lot 53 to the high-water mark of Zeballos Inlet on the northerly shore thereof; thence in a general southerly direction along the said

high-water mark of Zeballos Inlet to the northeast corner of Indian Reserve No. 11, "Ehatis"; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Indian Reserve No. 11, "Ehatis", to the southeast corner thereof, being a point on the said high-water mark of Zeballos Inlet; thence in a general southerly direction along the said high-water mark of Zeballos Inlet to a point due east of the most easterly point on the high-water mark of Little Espinosa Inlet; thence west to the said point; thence in a general northerly, westerly and southerly direction along the high-water mark of said Little Espinosa Inlet on the easterly, northerly and westerly shores thereof high-water mark of Espinosa Inlet on the easterly shore thereof; thence in a general northerly and westerly direction along the said high-water mark of Espinosa Inlet on the easterly and northerly shores thereof, to the southeast corner of Indian Reserve No. 7, "Oclucje"; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 7, "Oclucje", to the southwest corner thereof, being a point on the aforesaid high-water mark of Espinosa Inlet; thence in a general westerly and southerly direction along the said high-water mark of Espinosa Inlet to the northeast corner of Lot 224, Indian Reserve No. 15, "Savey"; thence westerly along the northerly boundary of said Lot 224, Indian Reserve No. 15, "Savey", to the northwest corner thereof; thence north 45 degrees west 3.480 kilometres, more

or less, to the westerly boundary of the watershed of Espinosa Creek; thence in a general northerly and easterly direction along the westerly and northerly boundaries of the watershed of said Espinosa Creek to the westerly boundary of the watershed of Zeballos River; thence in a general northerly, easterly and southerly direction along the westerly, northerly and easterly boundaries of the said watershed of the Zeballos River to the northerly boundary of the watershed of Tahsis River; thence in a general easterly and southerly direction along the northerly and easterly boundaries of the watersheds of Tahsis River and Leiner River to the northerly boundary of the watershed of Conuma River; thence in a general easterly direction along the northerly boundaries of the watersheds of Conuma River and Muchalat River to a point 2.250 kilometres west and 1.490 kilometres north of the confluence of the left bank of Muchalat River and the easterly shore of Muchalat Lake (said point also being the northwest corner of expired T.L. 1920 P); thence north 34 degrees east 4.175 kilometres (to the southwest corner of T.L. 1909^P); thence east 3.219 kilometres (to the northeast corner of Timber Licence T0484, Block 3); thence south 1.609 kilometres (to the southwest corner of T.L. 7239^{P}); thence east 402 metres (to northwest corner of T.L. 7240^P); thence south kilometres; thence east 402 metres (to the northwest corner of T.L. 7241P); thence south 1.108 kilometres, more or less, to the high-water mark of Muchalat Lake on the northerly shore thereof;

thence in a general easterly direction along said high-water mark of Muchalat Lake to a point 5.320 kilometres east and 110 metres north of aforesaid confluence of the left bank of Muchalat River and the southerly shore of Muchalat Lake; thence east 563 metres (to the southeast corner T.L. 7241^P); thence of said kilometres; thence west 402 metres (to the southeast corner of aforesaid T.L. 7240); thence north 1.609 kilometres; thence west 402 metres (to the southeast corner of T.L. 7239^{P}); thence north 1.609 kilometres; thence west 1.609 kilometres (to the aforesaid northeast corner of Timber Licence T0484, Block 3); thence north 45 degrees east 2.220 kilometres to a point 6.020 kilometres north and 110 metres east of the confluence of Oktwanch River and Muchalat Lake, also being a point on the westerly boundary of the watershed of Gold River; thence in a general northerly and easterly direction along the westerly and northerly boundaries of the watershed of said Gold River to the easterly boundary of the watershed of Twaddle Lake; thence in a general southerly direction along the easterly boundaries of the watersheds of Twaddle Lake and the unnamed creek draining said Twaddle Lake, to the confluence of the high-water mark the said unnamed creek on the left bank thereof and the high-water mark of said Gold River on the right bank thereof; thence south 45 degrees east 770 metres, more or less, to the northerly boundary of the watershed of an unnamed creek flowing westerly into said Gold River at a point 4.560 kilometres east

kilometres north of the confluence of the high-water mark of the aforesaid Oktwanch River on the left bank thereof and the high-water mark of Muchalat Lake on the north shore thereof; thence in a general easterly direction along the said northerly boundary of the watershed of the unnamed creek to the westerly boundary of the watershed of an unnamed creek flowing northerly into said Gold River at a point 3.260 kilometres west and 1.600 kilometres south of the confluence of the high-water marks of said Gold River on the right bank thereof and Gold Lake on the north shore thereof; thence in a general southerly direction along the said westerly boundary of the watershed of the unnamed creek to the northerly boundary of the watershed of Saunders Creek; thence in a general easterly and southerly direction along the northerly and easterly boundaries of the watershed of said Saunders Creek to a point north 45 degrees east from the most northerly northeast corner of Lot 176; thence south 45 degrees west 1.740 kilometres to said corner; thence westerly along the northerly boundary of said Lot 176 to the northwest corner thereof; thence northwesterly in a straight line to the most northerly northeast corner of Lot 175; thence southerly and easterly along the easterly and northerly boundaries of said Lot 175 to a point 1.450 kilometres north and 4.585 kilometres east of the northwest corner of Lot 174, said point being the second most easterly northeast corner of that part of said Lot 175 shown outlined in red on Plan 1653R, deposited in Victoria Land Title

Office; thence south 337 metres following the said red outline on Plan 1653R; thence west 220 metres; thence south 402 metres; thence west 604 metres; thence south 402 metres; thence east 805 metres; thence south 402 metres; thence east 302 metres; thence south 704 metres to the most easterly southwest corner of said Lot 175; thence easterly along the southerly boundary of said Lot 175, 610 metres (to the westerly boundary of Lot 89, expired T.L. 125^{P}); thence south 1.665 kilometres (to the north boundary of Lot 90, expired T.L. 123^P); thence west 420 metres (to the northwest corner of said Lot 90, expired T.L. 123^{P}); thence south 3.219 kilometres (to the southwest corner of Lot 91, expired T.L. 120); thence east 1.609 kilometres to a point on the high-water mark of the Ucona River on the right bank thereof; thence easterly along the said high-water mark of the Ucona River 610 metres, more or less, to a point 460 metres east and 125 metres south of the confluence of the high-water marks of Kunlin Lake on the north shore thereof, and Ucona River on the right bank thereof; thence due south to a point on the high-water mark of Ucona River on the left bank thereof (said point also being the most northerly northwest corner of expired T.L. 127^P); thence south 541 metres; thence east 402 metres; thence south 402 metres; thence east 1.500 kilometres, more or less, to the northerly boundary of the watershed of an unnamed creek, said creek flowing northwesterly into Ucona River (through Lot 95, Timber Licence T0472, Block 2 and Lot 94, Timber Licence T0472, Block 1);

thence in a general southeasterly direction along the said northerly boundary of the watershed of the unnamed creek to a point on the westerly boundary of Strathcona Provincial Park, Order-in-Council 835, gazetted April 5, 1957; thence southerly along the westerly boundary of Strathcona Provincial Park 15.040 kilometres, more or less, to the southerly boundary of the watershed of Burman River; thence in a general westerly direction along the southerly boundaries of the watersheds of Burman River, Muchalat Inlet and King Passage to a point south 51 degrees east of the northeast corner of Lot 1250, Clayoquot Land District; thence north degrees west 3.790 kilometres to said northeast corner of Lot 1250; thence northwesterly along the northerly boundary of said Lot 1250 to northwest corner thereof; thence northeasterly northwesterly along the easterly and northerly boundaries of Lot 1249 to the northwest corner thereof; thence north 58 degrees west 850 metres (to the southwest corner of Timber Licence T0378); thence north 1.609 kilometres to the high-water mark of King Passage on the southerly shore thereof; thence easterly along the said high-water mark of King Passage to the northwest corner of Lot 1814; thence southeasterly along the westerly boundaries of Lot 1814 and Lot 1576 to the southwest corner of said Lot 1576; thence northeasterly along the southerly boundary of said Lot 1576 to the northwest corner of Lot 1813; thence southeasterly and northeasterly along the westerly and southerly boundaries of said Lot 1813 to the most southerly

southeast corner thereof; thence southwesterly, southeasterly and northeasterly along the westerly, southerly and easterly boundaries of Lot 1573 to the northeast corner thereof; thence northerly and westerly along the easterly and northerly boundaries of Lot 1572 to the southeasterly boundary of Lot 1581; thence northeasterly along the said southeasterly boundary of Lot 1581 to the northeast corner thereof; thence northeasterly and northwesterly along the southeasterly and northeasterly boundaries of Lot 1567 to the most northerly corner thereof; thence northeasterly along southeasterly boundary of Lot 1570 to the southwest corner of Lot 1584; thence southeasterly, northeasterly and northwesterly along the southerly, easterly and northerly boundaries of said Lot 1584 to the aforesaid high-water mark of King Passage; thence in a general northerly direction along the said high-water mark of King Passage to the easterly boundary of Lot 1575; thence northerly and westerly along the easterly and northerly boundaries of Lot 1575 to the aforesaid high-water mark of King Passage; thence in a general easterly direction along the high-water marks of King Passage and Muchalat Inlet on the southerly shores thereof to the high-water mark of Matchlee Bay on the westerly shore thereof; thence in a general southerly, westerly and northerly direction along the high-water mark of Matchlee Bay on the westerly, southerly and easterly shores thereof to the southeast corner of Indian Reserve No. 13, "Matchlee"; thence northerly and westerly along the easterly

and northerly boundaries of said Indian Reserve No. 13, "Matchlee", to the northwest corner thereof, also being a point on the aforesaid high-water mark of Matchlee Bay; thence northwesterly along the high-water marks of said Matchlee Bay and aforesaid Muchalat Inlet on the easterly shore thereof to the confluence with the high-water mark of the mouth of Gold River on the left bank thereof; thence northwesterly across the estuary of Gold River to a point on the high-water mark of the right bank of Gold River, said point also being the northeast corner of Indian Reserve No. 12, "Ahaminquus"; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Indian Reserve No. 12, "Ahaminiquus", to the aforesaid high-water mark of Muchalat Inlet on northerly shore thereof; thence southerly along the said high-water mark of Muchalat Inlet to the southeast corner of aforesaid Lot 651; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 651 to the southwest corner thereof, being the point of commencement; also including the following described areas:

Area 1

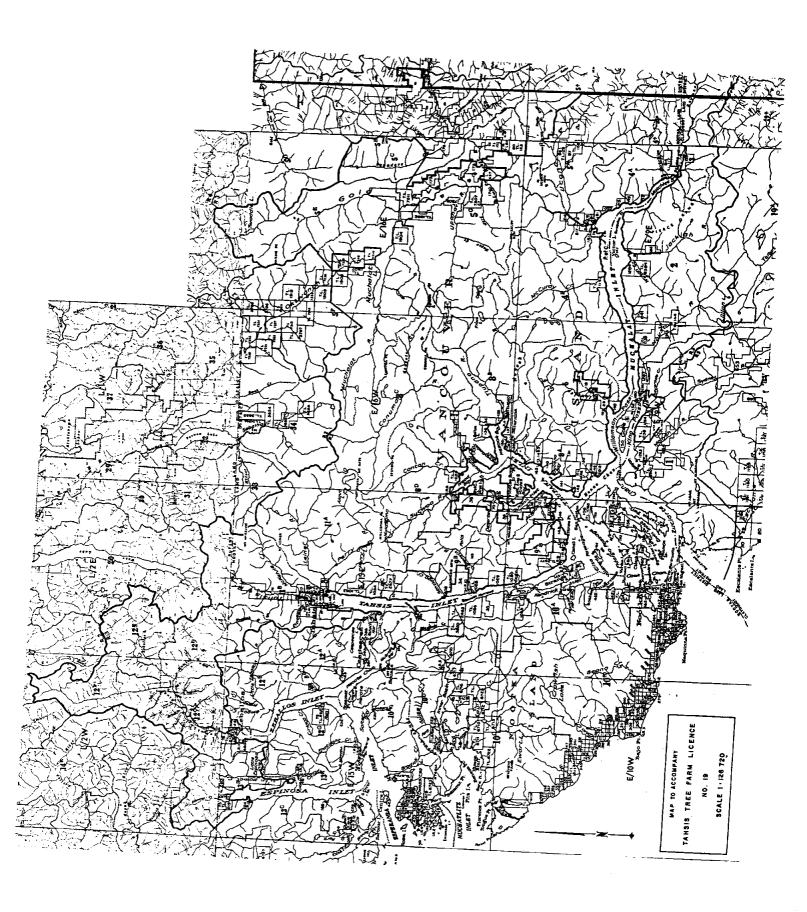
"Commencing at a point on the high-water mark of Tlupana Inlet on the westerly shore thereof, said point being 1.970 kilometres east of the most northerly northeast corner of Lot 70; thence west 1.575 kilometres; thence north 1.609 kilometres; thence

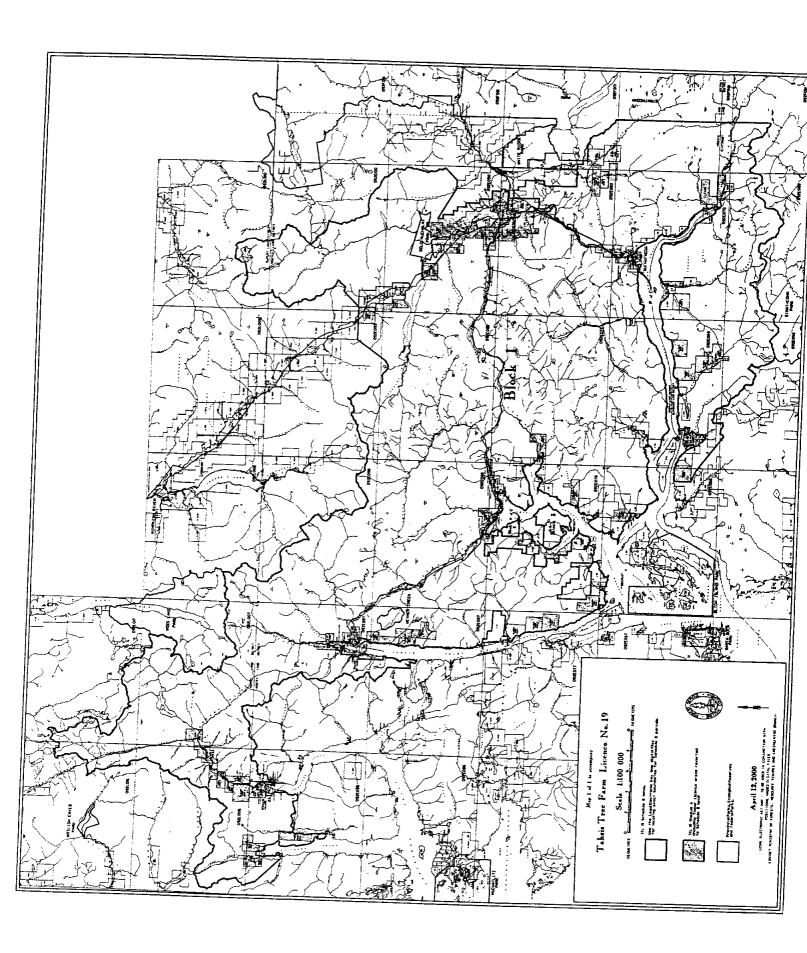
east 402 metres; thence north 272 metres to the aforesaid high-water mark of Tlupana Inlet; thence in a general southerly direction along said high-water mark of Tlupana Inlet to the point of commencement."

Area 2

"Commencing at the northwest corner of Lot 8, being a point on the high-water mark of Hisnit Inlet on the easterly shore thereof; thence east 2.383 kilometres; thence north 805 metres; thence east 805 metres; thence north 317 metres to the high-water mark of Tlupana Inlet on the westerly shore thereof; thence in a general southeasterly and southwesterly direction along the high-water mark of said Tlupana Inlet on the westerly and northerly shores thereof to the high-water mark of aforesaid Hisnit Inlet on the easterly shore thereof; thence in a general northerly direction along the said high-water mark of Hisnit Inlet to the aforesaid northwest corner of Lot 8, being the point of commencement."

"Save and excepting throughout Lot 19, Timber Lease 245, Lot 52, and Lot 637, Nootka Land District."





DATE	AMENDMENT NO.	TYPE-T=TEXT L=LAND	DESCRIPTION
Jan. 1, 1982			TFL Licence
Jan. 12, 1982	54	L	(-10.01ha) Industrial Site
July 27,1982	55		(-6.0) Sched. B. Transmission Line Noutka
July 27,1982	56	_	+ 2.275 Sched. B. Formerly for Hydro Transm. Lines
,1984	57	_	(4905) Schod B. Noutka. Higher Econom. Usos.
Oct. 30, 1985	58	<u></u>	(-2.07) Ehed B. Cemetary Site. Rupert
Nov. 1, 1985	59	T	-attached.
Sept. 26, 1989	60	L	(-16.95 h) Shed. B. Colf Course.
June 6, 1989	61		(-81.42) Sched. A. Higher. Econ. Purp. Noutka
July 29,1993	(62 not	signed)	Assignment - altached.
March 21, 1995	63	L (- \$19 he scherip" and - 106 he scher "6")
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