

AUG 19 2003 11:10 FR NORTHERN INTERIOR REGION 2503871040 TO 812505656396 P.08
JUL 14 2003 10:57 FR MINIST. OF FORESTS 2503871040 TO 812505656396 P.26/38
JUL 25 '03 16:32 FR PG MOF MGMT 250 565 6396 TO ACTIVE P.26/38
JUL 17 2003 11:21 FR MOF ABORIGINAL AFFAIRS 250 565 6396 TO 812505656396 P.26/38
JUL 17 2003 10:57 FR 887 533 4198 WHITTLE & COMPANY 0002/008
JUL-17-03 10:24 FROM WASTIN 88191 Y-853 P.202/100 P-183
JUL 17 2003 10:59 FR MOF ABORIGINAL AFFAIRS 250 356 6076 TO 818676334198 P.02/08

Interim Measures Agreement

THIS AGREEMENT dated for reference this 15th day of July, 2003.

BETWEEN:

WET'SUWET'EN FIRST NATION
As represented by its duly elected Chief

(The "Wet'suwet'en First Nation")

AND

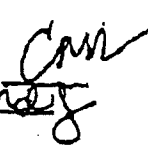
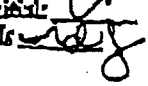
**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**
As represented by the Minister of Forests

(The "Government of British Columbia")

each of whom is a "party" to this agreement and both of whom are
sometimes referred to as the "parties".

Purpose:

1. The purpose of this agreement is to:
 - (a) address issues regarding potential aboriginal rights and title raised by the Wet'suwet'en First Nation in relation to forestry decisions;
 - (b) increase the Wet'suwet'en First Nation's participation in the forest sector;
 - (c) provide for an economic development opportunity for the Wet'suwet'en First Nation;
 - (d) provide for an invitation to the Wet'suwet'en First Nation to apply for a non-replaceable forest licence;
 - (e) provide operational stability to forest and range resource development on

Wet'suwet'en First Nation Initials: 
Minister of Forests Initials: 

P.27/38

JUL 17 2003 12:21 FR MUL HBRIGINGAL HFFHIRESO J98
JUL 17 2003 10:07 FAX 867 613 4198 WHITTLE & COMPANY

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JUL-17-03 10:24 FROM martin hotel

T-853 P.003/003 F-193

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P. 83-25

Crown lands within the asserted territory of the Wet'suw'et'en First Nation as outlined in bold black on the attached Appendix "A" (the "Asserted Territory");

- (g) further the Government of British Columbia's objective to offer other economic benefits to the Wet'suwet'en First Nation, including revenue sharing and additional forest tenure opportunities, in order to further address aboriginal interests, with a view to concluding an agreement dealing with those matters within one year.

Invitation to Apply for a Non-Replaceable Forest License

2. After the execution of this agreement by the parties, the Minister of Forests (the "Minister") will invite the Wet'suwet'en First Nation to apply for a non-replaceable forest license (the "License") for up to 25,000 cubic meters annually in the Lalo Timber Supply Area under section 47.3 of the Forest Act and within the Asvested Territory.
3. The invitation to apply under paragraph 2 of this agreement and any License entered into as a result of the invitation to apply under this agreement will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
4. The invitation to apply under paragraph 2 of this agreement will:
 - (a) contain terms and conditions required by the Minister, including the requirement that the Wet'suwet'en First Nation submit a business plan that is acceptable to the Minister with its application for the license, and
 - (b) terminate on December 31, 2003, if the Minister has not received an application for a License from the Wet'suwet'en First Nation by that date.
5. Any License entered into as a result of an invitation to apply under this agreement:
 - (a) will be for a term of no longer than three years as determined by the Minister;
 - (b) will not be transferable without the consent of the Minister;
 - (c) will contain other terms and conditions required by law, including the condition that the Wet'suwet'en First Nation must comply with this agreement; and

- a) will include such other terms and conditions as may be required by the Regional Manager, including the condition that the harvesting of timber under the Licence will be conducted in accordance with the Provincial Forest Health Strategy for dealing with the Mountain Pine Beetle infestation.
6. The Minister may consider another non-replacable forest licence opportunity for the Wet'suwet'en First Nation in the final year of any licence entered into as a result of the invitation to apply under this agreement.

Consultation

7. In consideration of the Minister's invitation to apply under this agreement:

(a) Subject to paragraph 7(b), the Wet'suwet'en First Nation will upon reasonable notice and in a timely manner, share reasonably necessary information and consult on forest and range decisions and activities with:

(i) the Government of British Columbia;

(ii) a holder of an agreement entered into under the *Forest Act* granting the holder a right to harvest Crown timber; and

(iii) a holder of an agreement entered into under the *Range Act* granting the holder a right to use or improve Crown range for grazing or cutting hay;

within the Asserted Territory;

- (b) the Parties will attempt to reach an agreement upon a specific process for consultation and will discuss, in the context of that process, accommodation as may be considered necessary by the parties with respect to forest and range decisions and activities within the Asserted Territory; and
- (c) the Wet'suwet'en First Nation acknowledges that the Provincial Policy for Consultation with First Nations dated October, 2002, and the Ministry of Forests Aboriginal Rights and Title Policy dated June 3, as each of them may be amended from time to time will be followed by the Ministry of Forests in the absence of a different consultation process being agreed upon under paragraph 7(b) of this agreement.

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JUL 17 2003 11:22 FR MOF ABORIGINAL AFFAIRS 250 356 6076 T. 2505656671
 JUL 17 2003 18:09 FR MOF ABORIGINAL AFFAIRS 250 356 6076 TO 616576334198

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JUL-17-03 10:25 FROM: MAILIN HOTEL

Y-953 P. 005/008 7-193

JUL 17 2003 18:09 FR MOF ABORIGINAL AFFAIRS 250 356 6076 TO 616576334198 P. 05/09

Stability On Crown Land

8. In consideration of the Minister's invitations to apply under this agreement, the Wet'suwet'en First Nation will not unlawfully interfere with the timber harvesting, timber harvesting related, grazing, hay cutting, or other like economic activities of:

- (1) the Government of British Columbia;
- (2) a holder of an agreement entered into under the *Forest Act* granting the holder a right to harvest Crown timber; and
- (3) a holder of an agreement entered into under the *Range Act* granting the holder a right to use or improve Crown range for grazing or cutting hay,

within the Asserted Territory.

Dispute Resolution

9. If a dispute arises between the Government of British Columbia and the Wet'suwet'en First Nation regarding the interpretation of a provision of this agreement, or the obligation of a party under this agreement, the parties or their duly appointed representatives will meet forthwith to consider the dispute and may attempt to resolve the dispute; failing which, either party shall be at liberty to seek relief from the courts.

Amendments

10. Any amendment to the terms and conditions of the agreement must be in writing and duly executed by the parties.

Entire Agreement

11. This agreement and any amendments to it constitute the entire agreement between the parties with respect to the subject matter of this agreement.

Term

12. This agreement will take effect on the date that it is executed by the parties.
13. This agreement will terminate on the occurrence of any of the following events, whichever occurs earliest:
 - (a) July 15, 2006, unless the term of a Licence entered into as a result of

Wet'suwet'en First Nation Initials
 Minister of Forest Initials

HUG 19 2003 11:11 FR NORTH AMERICAN FORESTS 2503871040 TO 812505656396 P.11
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 JUL 25 '03 16:33 FR PG MOF MGMT 250 565 6396 TO E. TIVE
 JUL 17 2003 11:22 FR MOF ABORIGINAL AFFAIRS 250 356 6076 TO 813676334198 P.05/08
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 JUL-17-03 10:25 FROM: postin hotel 7-857 P.002/008 F-182
 JUL 17 2003 10:18 FR MOF ABORIGINAL AFFAIRS 250 356 6076 TO 813676334198 P.05/08

an invitation to apply under this Agreement extends beyond that date, in which case the date on which that Licence expires;

(b) the cancellation, expiry or termination of a Licence entered into as a result of an invitation to apply;

(c) the date of a treaty among the Wet'suwet'en First Nation, the Government of Canada and the Government of British Columbia under the British Columbia treaty process; or

(d) written agreement to terminate this agreement, duly executed by the parties.

Suspension or Cancellation

14. The parties acknowledge that any Licence entered pursuant to this agreement will contain a condition that makes compliance with this agreement a condition of that Licence.

Notice

15. 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 delivered, sent by registered mail, or transmitted by facsimile to the address of the other party as set below:

Ministry of Forests

Deputy Minister
 Ministry of Forests
 PO Box 9525 FIN PROV GOVT
 Victoria BC V8W 9C9
 Facsimile (250) 387-7065

Wet'suwet'en First Nation

Chief and Council
 Wet'suwet'en First Nation
 P.O. Box 760
 Burns Lake BC V0J 1E0
 Facsimile (250) 696-7450

AUG 19 2003 11:11 FR MINISTRY OF INTERIOR RECORDS 812505656396 P.12
 AUG 14 2003 10:58 FR MINISTER OF FORESTS 2503871040 P.30/38
 JUL 25 '03 16:33 FR PG MOF MGMT 250 565 6396 TO EXECUTIVE
 JUL 17 2003 11:22 FR MOF ABORIGINAL AFFAIRS 396 6076 TO 812505656396
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 JUL 17 2003 10:10 FR MOF ABORIGINAL AFFAIRS 396 6076 TO 812505656396 P.07/09

16. Subject to paragraph 17, any notice or other communication will be deemed to have been given on the date it is received.
17. If any notice or other communication is received after 4:00 p.m., it will be deemed to have been received on the next business day.
18. The address of either party may be changed by notice in the manner required by this agreement.

Counterpart

19. This agreement may be entered into by each party signing a separate copy of this agreement, and delivering it to the other party by facsimile. Each facsimile will be deemed to be an original for all purposes, and all counterparts taken together will be deemed to constitute one document. A copy of this Agreement delivered by facsimile or other telecopier machine and bearing a copy of the signature of a party hereto shall for all purposes be treated and accepted as an original copy hereof.

Miscellaneous

20. Nothing in this agreement will be interpreted in a manner that requires the Ministry of Forests to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
21. This agreement is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982 and subject to paragraph 1(a) of this agreement does not recognise, affirm, or deny the existence of any aboriginal right, including aboriginal title, or any treaty right.
22. This agreement is not intended to, nor does it, limit in any way any, except as set out in this Agreement, position that a party may take in future negotiations or court proceedings.
23. Any reference to a statute in this agreement includes all regulations made under that statute and any amendments or replacement of that statute.

JUL 25 '03 16:34 FR PG MCF MENT

252 565 6395 TO EDGIVE

P.32/38

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P.003/003 P-153

JUL 17 2003 10:25 FR MCF MENT

JUL 17 2003 10:18 FR MCF ABORIGINAL AFFAIRS 252 565 6395 TO 01057530490

24. There will be no presumption that any ambiguity in any of the terms of this agreement should be interpreted in favour of either party.
25. This agreement shall be governed by the applicable laws of British Columbia and Canada.

Signed on behalf of the
Government of British Columbia

Date: [Signature]
Witness: [Signature]

[Signature]
Minister of Forests

Signed on behalf of Wet'suwet'en
First Nation

Date: July 17, 2003
Witness: [Signature]

[Signature]
Chief Maureen Lugg

Date: July 17, 2003
Witness: [Signature]

[Signature]
WITNESS
[Signature]

FEED FAX THIS END

FAX

To: LEN MANNIX

Dept.: _____

Fax No.: _____

No. of Pages: 1

From: JOHN GRAY

Date: AUG 20

Company: _____

Fax No.: _____

Comments: PULLED FROM

E-FILE

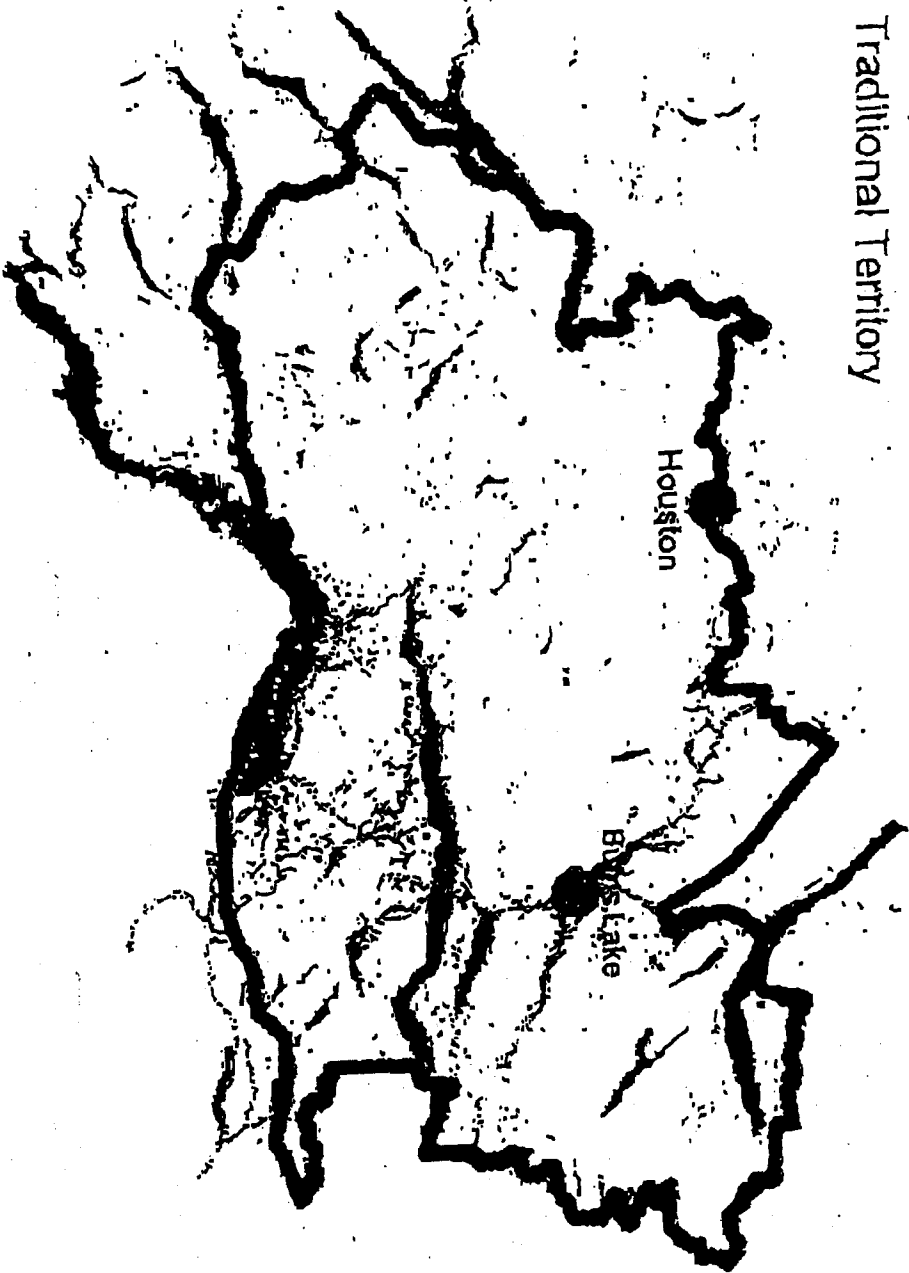
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fax pad 7903E

[Signature]
Minister of Forests

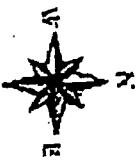
Appendix A

Wet'suwet'en First Nation

Traditional Territory



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