

COPY

**PROVINCE OF BRITISH COLUMBIA**

**TREE FARM LICENCE NO. 47**

THIS LICENCE, dated March 1, 1995

BETWEEN:

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

(the "Minister")

AND:       TIMBERWEST FOREST LIMITED  
              700 WEST GEORGIA STREET  
              P.O. BOX 10017, PACIFIC CENTRE  
              VANCOUVER, BRITISH COLUMBIA  
              V7Y 1A1

(the "Licensee")

WHEREAS

- A.     Under Section 29 of the *Forest Act*, this Licence replaces Tree Farm Licence No. 47, dated January 1, 1985.
- B.     Under the *Forest Amendment Act, 1988*, the portion of the allowable annual cut attributable to Schedule B Land, available to the Licensee under Tree Farm Licence No. 47, was reduced by 37 050 m<sup>3</sup>.

- C. As a consequence of the reduction in allowable annual cut imposed under the *Forest Amendment Act, 1988*, Tree Farm Licence No. 47 was amended on December 2, 1992, by deleting an area from Schedule B Land.

THE PARTIES agree as follows:

**1.00 GRANT OF RIGHTS AND TERM**

- 1.01 Subject to this Licence and the *Forest Act*, the Minister grants the Licensee
- (a) the exclusive right during the term of this Licence to harvest from
    - (i) Schedule B Land, and
    - (ii) Schedule A Land subject to a timber licence, timber of the types specified in paragraph 1.02 from the types of terrain specified in paragraph 1.03,
  - (b) the right to manage
    - (i) Schedule B Land, and
    - (ii) Schedule A Land subject to a timber licence, according to the management plan and development plan in effect under this Licence, and
  - (c) the right to enter and use
    - (i) Schedule B Land, and
    - (ii) Schedule A Land subject to a timber licence, for the purpose of exercising a right or fulfilling an obligation under this Licence.
- 1.02 The following types of timber are specified for the purposes of paragraph 1.01:
- (a) on Schedule A Land subject to a timber licence, all merchantable timber; and
  - (b) on Schedule B Land, all types of timber other than deciduous types.
- 1.03 The following types of terrain are specified for the purposes of paragraph 1.01:
- (a) on Schedule A Land subject to a timber licence, all terrain containing merchantable timber; and
  - (b) on Schedule B Land, all types of terrain.
- 1.04 The Licensee will not harvest timber from the Licence Area except under and in accordance with a cutting permit, road permit, free use permit issued to the Licensee, or special use permit.

- 1.05 Subject to paragraph 1.06, the Licensee will not occupy Schedule B Land or Schedule A Land subject to a timber licence, except under and in accordance with a cutting permit, road permit, or special use permit authorizing such use or occupation.
- 1.06 Paragraph 1.05 does not apply to temporary occupation for the purpose of
- (a) carrying out basic or incremental silviculture,
  - (b) collecting inventory information,
  - (c) doing engineering layouts and surveys,
  - (d) carrying out protection activities, and
  - (e) fulfilling other obligations of the Licensee under or in association with this Licence.
- 1.07 Each year during the term of this Licence, the Regional Manager or District Manager may dispose of the following volumes of timber of a type specified in paragraph 1.02 from a type of terrain specified in paragraph 1.03, provided the timber is within areas of Schedule B Land agreed to under paragraph 1.10 or specified under paragraph 1.11:
- (a) subject to paragraph 1.15, 0 m<sup>3</sup> of the allowable annual cut, under non-replaceable timber sale licences; and
  - (b) a volume of timber not exceeding one half of one percent (0.5%) of the portion of the allowable annual cut the Chief Forester determines is attributable to Schedule B Land, under free use permits.
- 1.08 In addition to any timber disposed of under paragraph 1.07, each year during the term of this Licence, the Regional Manager or District Manager may dispose of timber of a type specified in paragraph 1.02 from a type of terrain specified in paragraph 1.03, under timber sale licences issued pursuant to a pulpwood agreement, provided
- (a) the timber is
    - (i) of the type referred to in Section 34(1)(b) of the *Forest Act*,
    - (ii) within a pulpwood area designated by the Minister, and
    - (iii) within areas of Schedule B Land agreed to under paragraph 1.10 or specified under paragraph 1.11, and
  - (b) the volume of timber disposed of does not exceed an amount equal to the portion of the allowable annual cut which the Chief Forester, having regard to the factors and information considered in his or her most recent determination of the allowable annual cut, determines is attributable to timber of the type referred to in clause (a)(i).

- 1.09 Subject to paragraph 1.17, in addition to any timber disposed of under paragraph 1.07 and 1.08, the Regional Manager or District Manager may dispose of any timber in the Licence Area that
- (a) is not of a type specified in paragraph 1.02, or
  - (b) is not from a type of terrain specified in paragraph 1.03,
- provided the timber is within areas of Schedule B Land agreed to under paragraph 1.10, or specified under paragraph 1.11.
- 1.10 Subject to paragraph 1.11, the District Manager and the Licensee will agree upon areas of Schedule B Land for the purposes of paragraphs 1.07, 1.08, 1.09 and 1.16, having regard to
- (a) the type and quality of timber on the area of Schedule B Land under consideration compared to the Schedule B Land as a whole,
  - (b) the type of terrain on the area of Schedule B Land under consideration compared to the Schedule B Land as a whole,
  - (c) in the case of paragraph 1.08, the type of timber referred to in Section 34(1)(b) of the *Forest Act*,
  - (d) in the case of paragraph 1.16, the nature of the Licensee's failure to comply with the management plan,
  - (e) the management plan and development plan in effect under this Licence,
  - (f) any potential interference with the operations of the Licensee under this Licence, and
  - (g) use of the Licence Area for purposes other than timber production, including use of the Licence Area by
    - (i) trappers, guide outfitters, range tenure holders, and other licensed resource users, and
    - (ii) aboriginal people carrying out aboriginal activities.
- 1.11 If under paragraph 1.10 the District Manager and the Licensee are unable to agree upon areas of Schedule B Land for the purposes of paragraph 1.07, 1.08, 1.09 or 1.16, the District Manager or the Licensee may refer the matter to the Regional Manager, in which case, the Regional Manager, subject to paragraph 1.14, and having regard to
- (a) the factors referred to in paragraph 1.10, and
  - (b) the recommendations of the District Manager and the Licensee,
- will specify areas for these purposes.

- 1.12 Subject to paragraphs 1.13 and 1.14, the Minister in a notice given to the Licensee may delete an area from Schedule B Land to enable the Regional Manager or District Manager to issue a woodlot licence over the area, if the Chief Forester determines that the portion of the allowable annual cut attributable to the area does not exceed the volume of timber referred to in subparagraph 1.07(a), having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.
- 1.13 Before deleting an area under paragraph 1.12, the Minister will consult the Licensee and consider any recommendations made by the Licensee.
- 1.14 The Regional Manager will only specify an area under paragraph 1.11, and the Minister will only delete an area under paragraph 1.12, where the Regional Manager or the Minister, as the case may be, is satisfied that specifying or deleting the area will not
- (a) compromise the management plan and development plan in effect under this Licence, or
  - (b) unreasonably interfere with the Licensee's operations under this Licence.
- 1.15 Where the Minister deletes an area under paragraph 1.12,
- (a) the volume of timber referred to in subparagraph 1.07(a), and
  - (b) the allowable annual cut,
- is deemed to be reduced by an amount equal to the portion of the allowable annual cut that the Chief Forester determines is attributable to the deleted area, having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.

- 1.16 If
- (a) a management plan referred to in paragraph 2.01 or approved under paragraph 2.27 provides that part of the allowable annual cut is to be harvested from a specified part of the Licence Area or from a specified type of timber or terrain, and the Licensee fails to comply with that provision, and
  - (b) as a consequence, the Chief Forester, under Section 55.5 of the *Forest Act*, reduces the allowable annual cut available to the Licensee,
- then, in addition to any timber disposed of under paragraphs 1.07, 1.08 and 1.09, the Regional Manager or the District Manager may dispose of a volume of timber, from areas of Schedule B Land agreed to under paragraph 1.10 or specified under paragraph 1.11, up to an amount equal to the amount by which the Chief Forester reduces the allowable annual cut under Section 55.5 of the *Forest Act* multiplied by the number of years the reduction remains in effect.
- 1.17 The Licensee may harvest timber in the Licence Area that
- (a) is not of a type specified in paragraph 1.02, or
  - (b) is not from a type of terrain specified in paragraph 1.03,
- provided the Licensee is authorized to do so under a cutting permit issued under Part 5.00.
- 1.18 If an area of Schedule A Land is
- (a) subject to a timber licence that expires, or
  - (b) deleted from a timber licence,
- then the area is deemed to be deleted from Schedule A Land and added to Schedule B Land.
- 1.19 The term of this Licence is 25 years, beginning March 1, 1995.

## **2.00 MANAGEMENT PLANS**

- 2.01 A management plan
- (a) approved under the tree farm licence replaced by this Licence, and
  - (b) still in effect on the date immediately preceding the date on which that tree farm licence expires,
- is deemed for the remainder of the term of the management plan to be the management plan in effect under this Licence.
- 2.02 If there is no approved management plan in effect under the tree farm licence replaced by this Licence on the date immediately preceding the date on which that tree farm licence expires, then solely for the purposes of

- (a) inviting comments under subparagraph 2.05(a) and providing an assessment under subparagraph 2.08(a), and
- (b) determining the deadlines for
  - (i) inviting comments under subparagraph 2.05(a),
  - (ii) submitting a review strategy under subparagraph 2.05(b),
  - (iii) providing an assessment under clause 2.08(a)(i),
  - (iv) submitting a summary under subparagraph 2.08(b),
  - (v) submitting a Statement of Management Objectives, Options and Procedures under paragraph 2.09,
  - (vi) referring a draft management plan and inviting comments under paragraph 2.24, and
  - (vii) submitting a proposed management plan under paragraph 2.26,

the parties will proceed as if the management plan which was last in effect under that tree farm licence is the management plan in effect under this Licence and, subject to paragraph 2.04, is due to expire 28 months after the date referred to in paragraph 1.19.

2.03 If the management plan deemed under paragraph 2.01 to be the management plan in effect under this Licence is due to expire less than 28 months after the date referred to in paragraph 1.19, then solely for the purpose of determining the deadlines for

- (a) inviting comments under subparagraph 2.05(a),
  - (b) submitting a review strategy under subparagraph 2.05(b), if applicable,
  - (c) providing an assessment under clause 2.08(a)(i),
  - (d) submitting a summary under subparagraph 2.08(b),
  - (e) submitting a Statement of Management Objectives, Options and Procedures under paragraph 2.09,
  - (f) referring a draft management plan and inviting comments under paragraph 2.24, and
  - (g) submitting a proposed management plan under paragraph 2.26,
- the parties will proceed as if, subject to paragraph 2.04, the management plan in effect under this Licence is due to expire 28 months after the date referred to in paragraph 1.19.

- 2.04 If
- (a) either
    - (i) there is no approved management plan in effect under the tree farm licence replaced by this Licence on the date immediately preceding the date on which that tree farm licence expires, or
    - (ii) the management plan deemed under paragraph 2.01 to be the management plan in effect under this Licence is due to expire less than 28 months after the date referred to in paragraph 1.19, and
  - (b) the Chief Forester is satisfied that a requirement or obligation referred to in this Part has been met or fulfilled under the tree farm licence replaced by this Licence,
- then the Chief Forester, in a notice given to the Licensee, may
- (c) specify the requirement or obligation that has been met or fulfilled and deem that requirement or obligation to have been met or fulfilled under this Licence, and
  - (d) if a period of less than 28 months is sufficient for the purpose of establishing a deadline referred to in subparagraph 2.02(b) or paragraph 2.03, specify a period less than 28 months which is sufficient for this purpose.
- 2.05 Not less than 28 months prior to the date on which the management plan in effect under this Licence is due to expire,
- (a) the Licensee will
    - (i) publish at least twice within a period of two consecutive weeks in a newspaper acceptable to the Regional Manager, an advertisement inviting comments regarding
      - (A) the management plan in effect under this Licence, and
      - (B) the Licensee's performance in respect of that management plan, and
    - (ii) make a copy of the management plan in effect under this Licence available for review by interested persons
      - (A) during normal business hours, and
      - (B) at the Licensee's place of business in the vicinity of the Licence Area or, if the Licensee so chooses, at another location which is convenient to the public and acceptable to the Regional Manager,



- for a period of one month, or longer if the Licensee so chooses, beginning at least one week after the last publication of the advertisement referred to in clause (i), and
- (b) if there is no management plan in effect under this Licence, or if the management plan in effect under this Licence does not include a review strategy for
- (i) the Statement of Management Objectives, Options and Procedures referred to in paragraph 2.09,
  - (ii) the draft management plan referred to in paragraph 2.24,
  - (iii) the statement of objectives referred to in paragraph 3.01, or
  - (iv) the statement of proposals referred to in paragraph 3.02,
- the Licensee will submit to the Regional Manager a review strategy complying with the requirements of paragraph 6.01 for the Statement of Management Objectives, Options and Procedures, the draft management plan, the statement of objectives referred to in paragraph 3.01, and the statement of proposals referred to in paragraph 3.02, as applicable.
- 2.06 The Regional Manager, within two months after the date on which the Regional Manager receives a review strategy submitted under subparagraph 2.05(b) or 2.07(b), will in a notice given to the Licensee approve the review strategy, subject to such conditions as the Regional Manager considers necessary or appropriate, if the Regional Manager is satisfied that the review strategy meets the requirements of paragraph 6.01.
- 2.07 Where the Regional Manager does not approve a review strategy under paragraph 2.06,
- (a) the Regional Manager, within two months after the date on which the Regional Manager receives the review strategy, will specify in a notice given to the Licensee why the Regional Manager has not approved the review strategy, and
  - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised review strategy to the Regional Manager.
- 2.08 Not less than 26 months prior to the date on which the management plan in effect under this Licence is due to expire,
- (a) the Regional Manager will provide the Licensee with
    - (i) an assessment of

- (A) the management plan in effect under this Licence, and
  - (B) the Licensee's performance in respect of that management plan, and
- (ii) a list of
  - (A) guidelines,
  - (B) land and resource management plans, and
  - (C) local resource use plans, currently in effect, and
- (b) the Licensee will submit to the Regional Manager a summary of the comments received by the Licensee in complying with subparagraph 2.05(a).

- 2.09 The Licensee, not less than 22 months prior to the date on which the management plan in effect under this Licence is due to expire, will submit to the Regional Manager
- (a) a Statement of Management Objectives, Options and Procedures which has been referred to resource agencies and made available for comment in accordance with the review strategy approved
    - (i) in the management plan in effect under this Licence, or
    - (ii) under paragraph 2.06,
 as the case may be, and
  - (b) a summary of
    - (i) all comments received by the Licensee in complying with the review strategy referred to in subparagraph (a), and
    - (ii) the modifications, if any, made to the Statement of Management Objectives, Options and Procedures, prior to its submission to the Regional Manager, in response to the comments referred to in clause (i).

- 2.10 A Statement of Management Objectives, Options and Procedures submitted under paragraph 2.09 or subparagraph 2.12(b) must
- (a) be prepared by a professional forester in accordance with the applicable manual in effect four months prior to the deadline for submitting the Statement of Management Objectives, Options and Procedures under paragraph 2.09 or subparagraph 2.12(b), as the case may be,
  - (b) summarize the commitments which
    - (i) were made by the Licensee

- (A) in the application on which the award of the tree farm licence replaced by this Licence or any predecessor to that tree farm licence was based,
    - (B) in accepting the offer of the tree farm licence replaced by this Licence or any predecessor to that tree farm licence, or
    - (C) as a result of a request for the Minister's consent for the purposes of Section 50 of the *Forest Act*, and
  - (ii) remain in effect at the time the Statement of Management Objectives, Options and Procedures is submitted,
  - (c) identify the inadequacies, if any, in the information to be included in the inventories referred to in subparagraph 2.25(d),
  - (d) propose management objectives for the Licence Area, and identify management options, regarding
    - (i) utilization of the timber resources, including harvesting methods and utilization standards suitable to the types of timber and terrain specified in paragraphs 1.02 and 1.03,
    - (ii) conservation of the non-timber values and resources, including visual quality, biodiversity, soils, water, recreation resources, cultural heritage resources, range land, and wildlife and fish habitats,
    - (iii) integration of harvesting activities with use of the Licence Area for purposes other than timber production, including use of the Licence Area by
      - (A) trappers, guide outfitters, range tenure holders, and other licensed resource users, and
      - (B) aboriginal people carrying out aboriginal activities,
    - (iv) forest fire prevention and suppression, prescribed fire, and fuel management,
    - (v) forest health, including disease and pest management,
    - (vi) road construction, maintenance and deactivation,
    - (vii) basic silviculture and, if applicable, incremental silviculture, and
    - (viii) any issues identified
      - (A) by the Licensee,
      - (B) by the Regional Manager in the assessment referred to in clause 2.08(a)(i), or
      - (C) in the comments referred to in subparagraph 2.08(b),
- which are consistent with the guidelines, land and resource management plans, and local resource use plans referred to in clause 2.08(a)(ii), and the commitments referred to in subparagraph (b),

- (e) identify inadequacies referred to in subparagraph (c) and issues referred to in clause (d)(viii) which will require further study or analysis, and indicate what, if any, studies or analyses the Licensee will carry out,
- (f) identify issues referred to in clause (d)(viii) which will be addressed in the management objectives and strategies in the draft management plan referred to in paragraph 2.24 and proposed management plan referred to in paragraph 2.26, and
- (g) identify management options referred to in subparagraph (d) which the Licensee proposes to assess in the timber supply analysis.

2.11 The Regional Manager, within three months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under paragraph 2.09, or two months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under subparagraph 2.12(b), will in a notice given to the Licensee accept the Statement of Management Objectives, Options and Procedures, subject to such conditions as the Regional Manager considers necessary or appropriate, if

- (a) the Statement of Management Objectives, Options and Procedures meets the requirements of paragraph 2.10, and
- (b) the Regional Manager is satisfied that the Licensee has
  - (i) adequately addressed the inadequacies referred to in subparagraph 2.10 (c), the issues referred to in clause 2.10(d)(viii), and the comments referred to in clause 2.09(b)(i), and
  - (ii) selected appropriate management options for assessment in the timber supply analysis.

2.12 Where the Regional Manager does not accept a Statement of Management Objectives, Options and Procedures under paragraph 2.11,

- (a) the Regional Manager, within three months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under paragraph 2.09, or two months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under subparagraph 2.12(b), will specify in a notice given to the Licensee why the Regional Manager has not accepted the Statement of Management Objectives, Options and Procedures, and

- (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised Statement of Management Objectives, Options and Procedures to the Regional Manager.
- 2.13 Where the Regional Manager accepts a Statement of Management Objectives, Options and Procedures under paragraph 2.11, the Licensee, within three months after the date on which the Statement of Management Objectives, Options and Procedures is accepted, will submit a Timber Supply Analysis Information Package to the Timber Supply Forester.
- 2.14 A Timber Supply Analysis Information Package submitted under paragraph 2.13 must
  - (a) include the information required in the applicable manual in effect six months prior to the deadline for submitting the Timber Supply Analysis Information Package,
  - (b) identify assumptions the Licensee proposes to incorporate into the timber supply analysis referred to in subparagraph 2.17(a) which, subject to paragraph 2.33, are consistent with
    - (i) the management objectives proposed in the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11, and
    - (ii) the guidelines, land and resource management plans and local resource use plans referred to in clause 2.08(a)(ii),
  - (c) without restricting the generality of subparagraph (b), identify assumptions the Licensee proposes to incorporate into the timber supply analysis referred to in subparagraph 2.17(a) regarding
    - (i) the inventory of timber and non-timber resources in the Licence Area,
    - (ii) growth and yield,
    - (iii) regeneration delays,
    - (iv) silviculture treatments,
    - (v) integrated resource management constraints,
    - (vi) harvesting methods and utilization standards, and
    - (vii) the operable land base,
  - (d) describe the methodology, including the computer model, if any, that the Licensee proposes to use in the timber supply analysis, including a description of the extent to which the assumptions referred to in subparagraphs (b) and (c) are reflected in the methodology,
  - (e) include information which supports the assumptions referred to in subparagraphs (b), (c) and (d),

- (f) describe how the Licensee proposes to address in the timber supply analysis any inadequacies referred to in subparagraph 2.10(c), and
- (g) include any other information readily available to the Licensee, which
  - (i) the Licensee, or
  - (ii) the Timber Supply Forester, in a notice given to the Licensee within one month after the date on which the Licensee is given the notice accepting the Statement of Management Objectives, Options and Procedures under paragraph 2.11,
 considers relevant to an assessment of the impact on the timber supply of the management options referred to subparagraph 2.10(g).

- 2.15 The Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives the Timber Supply Analysis Information Package submitted under paragraph 2.13, or two months after the date on which the Timber Supply Forester receives the information or proposals submitted under subparagraph 2.16(b), will in a notice given to the Licensee accept the assumptions and the methodology referred to in paragraph 2.14 and, if applicable, subparagraph 2.16(b) for use in the timber supply analysis, subject to such conditions as the Timber Supply Forester considers necessary or appropriate, if
- (a) the requirements of paragraph 2.14 and, if applicable, subparagraph 2.16(b) have been met, and
  - (b) the Timber Supply Forester is satisfied with the information provided in support of the assumptions and methodology.

- 2.16 Where the Timber Supply Forester does not accept both the assumptions and the methodology under paragraph 2.15,
- (a) the Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives the Timber Supply Analysis Information Package submitted under paragraph 2.13, or two months after the date on which the Timber Supply Forester receives the information or proposals submitted under subparagraph 2.16(b), will specify in a notice given to the Licensee why the Timber Supply Forester has not accepted the assumptions, the methodology or both, and
  - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will
    - (i) propose new or revised assumptions,
    - (ii) propose a new or revised methodology, and

- (iii) submit further information in support of the assumptions, the methodology or both, as required by the Timber Supply Forester.

- 2.17 Where the Timber Supply Forester accepts the assumptions and the methodology under paragraph 2.15, the Licensee, within three months after the date on which the assumptions and the methodology are accepted, will submit
- (a) a timber supply analysis to the Timber Supply Forester, and
  - (b) a 20-year plan to the District Manager.
- 2.18 A timber supply analysis submitted under subparagraph 2.17(a) or 2.22(b) must
- (a) assess the impact of the management options referred to in subparagraph 2.10(g) on the timber supply, and
  - (b) subject to paragraph 2.33,
    - (i) be based on the assumptions, and
    - (ii) use the methodology, accepted by the Timber Supply Forester under paragraph 2.15.
- 2.19 A 20-year plan submitted under subparagraph 2.17(b) or 2.23(b) must
- (a) identify
    - (i) the net operable land base,
    - (ii) harvested areas,
    - (iii) existing and proposed road access within the net operable landbase, and
    - (iv) areas subject to specific integrated resource management constraints,
  - (b) categorize areas within the operable land base referred to in clause (a)(i) by
    - (i) the harvesting methods suitable to the terrain, and
    - (ii) the type and, where the information is available to the Licensee, quality of timber, and
  - (c) in support of the timber supply analysis, set out a sequence of cut blocks in 5 year increments over a period of 20 years, or longer if the Licensee so chooses, which, subject to paragraph 2.33, is
    - (i) based on a management option selected by the Licensee from the management options referred to in subparagraph 2.18(a), and
    - (ii) consistent with
      - (A) the management objectives proposed in the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11, and

- (B) the guidelines, land and resource management plans and local resource use plans referred to in clause 2.08(a)(ii).

- 2.20 The Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives a timber supply analysis submitted under subparagraph 2.17(a), or two months after the date the Timber Supply Forester receives a timber supply analysis submitted under subparagraph 2.22(b), will
  - (a) in a notice given to the Licensee accept the timber supply analysis, subject to such conditions as the Timber Supply Forester considers necessary or appropriate, if the timber supply analysis meets the requirements of paragraph 2.18, and
  - (b) where the Timber Supply Forester accepts the timber supply analysis under subparagraph (a), provide the Licensee with an assessment of the strengths and weakness of the timber supply analysis.
- 2.21 The District Manager, within three months after the date on which the District Manager receives a 20-year plan submitted under subparagraph 2.17(b), or two months after the date on which the District Manager receives a 20-year plan submitted under 2.23(b), will
  - (a) in a notice given to the Licensee accept the 20-year plan, subject to such conditions as the District Manager considers necessary or appropriate, if the 20-year plan meets the requirements of paragraph 2.19, and
  - (b) where the District Manager accepts the 20-year plan under subparagraph (a), provide the Licensee with an assessment of the strengths and weakness of the 20-year plan.
- 2.22 Where the Timber Supply Forester does not accept a timber supply analysis under paragraph 2.20,
  - (a) the Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives a timber supply analysis submitted under subparagraph 2.17(a), or two months after the date on which the Timber Supply Forester receives a timber supply analysis submitted under subparagraph 2.22(b), will specify in a notice given to the Licensee why the Timber Supply Forester has not accepted the timber supply analysis, and
  - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised timber supply analysis to the Timber Supply Forester.



- 2.23 Where the District Manager does not accept a 20-year plan under paragraph 2.21,
- (a) the District Manager, within three months after the date on which the District Manager receives a 20-year plan submitted under subparagraph 2.17(b), or two months after the date on which the District Manager receives a 20-year plan submitted under 2.23(b), will specify in a notice given to the Licensee why the District Manager has not accepted the 20-year plan, and
  - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised 20-year plan to the District Manager.
- 2.24 Not less than six months prior to the date on which the management plan in effect under this Licence is due to expire, the Licensee will
- (a) refer a draft management plan to the Regional Manager for comment, and
  - (b) at the same time, refer the draft management plan referred to in subparagraph (a) to resource agencies and make it available for comment in accordance with the review strategy approved
    - (i) in the management plan in effect under this Licence, or
    - (ii) under paragraph 2.06, as the case may be.
- 2.25 A draft management plan referred to in paragraph 2.24 or subparagraph 2.37(a) and a proposed management plan submitted by the Licensee under paragraph 2.26, subparagraph 2.30(b), or subparagraph 2.37(b) must
- (a) be prepared by a professional forester in accordance with the applicable manual in effect four months prior to the deadline for submitting the draft management plan under paragraph 2.24 or subparagraph 2.37(a), as the case may be,
  - (b) be signed and sealed by the professional forester who prepared it, and signed by the Licensee or an authorized signatory of the Licensee,
  - (c) be consistent with this Licence and, subject to paragraph 2.33, the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11,
  - (d) include inventories, meeting the standards and presented in the format set or approved in the applicable manual in effect six months prior to the deadline for submitting the Timber Supply Analysis Information Package, of

- (i) the forest and recreation resources in the Licence Area, based on information collected for this purpose by the Licensee, including information relating to visual quality objectives, sensitive soils, recreation sites, and the type of timber and terrain, and
  - (ii) the fisheries, wildlife, range and cultural heritage resources of the Licence Area, based on the best information readily available to the Licensee,
- (e) include proposals for updating the inventories referred to in subparagraph (d) and, if applicable, addressing inadequacies in the inventory information,
- (f) include proposals for
  - (i) developing timber harvesting operations on the Licence Area,
  - (ii) protecting the forest in the Licence Area from damage by fire, pests, wind and disease, and
  - (iii) carrying out
    - (A) basic silviculture required under the *Forest Act*, and
    - (B) such incremental silviculture as the Licensee considers desirable,
- (g) specify measures to be taken, specifications to be followed, and standards to be met by the Licensee in the Licence Area to provide for
  - (i) utilization of the timber resources, including harvesting methods and utilization standards suitable to the types of timber and terrain specified in paragraphs 1.02 and 1.03,
  - (ii) conservation of the non-timber values and resources, including visual quality, biodiversity, soils, water, recreation resources, cultural heritage resources, range land, and wildlife and fish habitats,
  - (iii) integration of harvesting activities with use of the Licence Area for purposes other than timber production, including use of the Licence Area by
    - (A) trappers, guide outfitters, range tenure holders, and other licensed resource users, and
    - (B) aboriginal people carrying out aboriginal activities,
  - (iv) forest fire prevention and suppression, prescribed fire, and fuel management,
  - (v) forest health, including disease and pest management,
  - (vi) road construction, maintenance and deactivation,
  - (vii) basic silviculture and, if applicable, incremental silviculture, and

- (viii) anything else relating to the management, development and use of the Licence Area as the Chief Forester requires, which, subject to paragraph 2.33, meet or, if the Licensee so chooses, exceed the applicable measures, standards or specifications contained or reflected in the guidelines, land and resource management plans, and local resource use plans referred to in clause 2.08(a)(ii),
- (h) specify measures to be taken by the Licensee to identify and consult with trappers, guide outfitters, range tenure holders, and other licensed resource users operating in the Licence Area,
- (i) specify measures to be taken by the Licensee to identify and consult with aboriginal people who are or who may be carrying out aboriginal activities in the Licence Area,
- (j) include
  - (i) the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11, including revisions, if any, required under paragraph 2.33,
  - (ii) either
    - (A) the timber supply analysis accepted under paragraph 2.20, together with the assessment referred to in subparagraph 2.20(b), or
    - (B) where no timber supply analysis has been accepted, a draft timber supply analysis prefaced with a statement to the effect that the draft timber supply analysis has not been submitted under subparagraph 2.17(a) or accepted under paragraph 2.20, as applicable, and
  - (iii) either
    - (A) the 20-year plan accepted under paragraph 2.21, together with the assessment referred to in subparagraph 2.21(b), or
    - (B) where no 20-year plan has been accepted, a draft 20-year plan prefaced with a statement to the effect that the draft 20-year plan has been not submitted under subparagraph 2.17(b) or accepted under paragraph 2.21, as applicable,
- (k) assess the impact the draft management plan or proposed management plan, as the case may be, will have on factors such as harvest levels, economic opportunities, the number of persons employed by the Licensee and contractors of the Licensee, and the conservation of non-timber values,

- (l) highlight the key similarities and differences between the draft management plan or the proposed management plan, as the case may be, and the management plan in effect or last in effect under this Licence, and in a summary form compare
  - (i) the impact, if any, that implementation of the management plan in effect or last in effect under this Licence had, and
  - (ii) the impact, if any, that the Licensee anticipates implementation of the draft management plan or the proposed management plan, as the case may be, will have on factors such as those referred to in subparagraph (k),
- (m) propose a review strategy, complying with the requirements of paragraphs 6.01 and 6.03, for
  - (i) the next Statement of Management Objectives, Options and Procedures to be submitted under paragraph 2.09,
  - (ii) the next draft management plan to be submitted under paragraph 2.24,
  - (iii) the next statement of objectives referred to in paragraph 3.01,
  - (iv) the next statement of proposals referred to in paragraph 3.02, and
  - (v) proposed development plans to be submitted under Part 4.00,
- (n) if applicable, provide that part of the allowable annual cut will be harvested from a specified part of the Licence Area, or from a specified type of timber or terrain,
- (o) include such other information on the development, management and use of the Licence Area as the Chief Forester requires, and
- (p) if required in the manual referred to in subparagraph (a), provide some or all of the information referred to in this paragraph in the form of maps meeting the requirements of the manual.

**2.26** The Licensee, not less than three months prior to the date on which the management plan in effect under this Licence is due to expire, will submit to the Chief Forester

- (a) a proposed management plan which is based on the draft management plan referred to in paragraph 2.24, and
- (b) a summary of
  - (i) all comments
    - (A) provided by the Regional Manager within two months of date on which the Regional Manager receives a draft management plan referred to the Regional Manager in accordance with the requirements of subparagraph 2.24(a), and

- (B) received by the Licensee in complying with the requirements of subparagraph 2.24(b), and
- (ii) the differences, if any, between the draft management plan and the proposed management plan, including differences resulting from modifications made in response to the comments referred to in clause (i).

**2.27** Subject to paragraphs 2.28 and 2.29, the Chief Forester, within three months after the date on which the Chief Forester receives a proposed management plan submitted under paragraph 2.26, subparagraph 2.30(b) or subparagraph 2.37(b), will in a notice given to the Licensee approve the proposed management plan, subject to such conditions as the Chief Forester considers necessary or appropriate, if

- (a) the Chief Forester is satisfied that the proposed management plan
  - (i) meets the requirements of paragraph 2.25 and subparagraph 2.26(a) or clause 2.37(b)(i), as the case may be, and
  - (ii) adequately addresses the comment referred to in clause 2.26(b)(i) or subclause 2.37(b)(ii)(A), as the case may be, and
- (b) the proposed management plan includes
  - (i) inventories referred to subparagraph 2.25(d),
  - (ii) proposals referred to in subparagraph 2.25(e) and (f),
  - (iii) measures referred to in subparagraphs 2.25(h) and (i), and
  - (iv) a review strategy referred to in subparagraph 2.25(m), which are satisfactory to the Chief Forester.

**2.28** The Chief Forester, in a notice given to the Licensee, may decline to approve a proposed management plan under paragraph 2.27 until such time as

- (a) a timber supply analysis is accepted under paragraph 2.20, or
- (b) a 20-year plan is accepted under paragraph 2.21.

**2.29** Where a timber supply analysis accepted under paragraph 2.20 or a 20-year plan accepted under paragraph 2.21 was not included in the draft management plan referred to in paragraph 2.24, before approving a proposed management plan under paragraph 2.27, the Chief Forester, in a notice given to the Licensee, may require the Licensee to refer the timber supply analysis or the 20-year plan, as the case may be, and make it available for comment in accordance with the review strategy referred to in paragraph 2.24.

**2.30** Where the Chief Forester does not approve a proposed management plan under paragraph 2.27,

- (a) subject to paragraphs 2.28 and 2.29, the Chief Forester, within three months after the date on which the Chief Forester receives the proposed management plan, will specify in a notice given to the Licensee why the Chief Forester has not approved the proposed management plan, and
  - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised proposed management plan to the Chief Forester.
- 2.31 Subject to paragraphs 2.28 and 2.29, if
- (a) the Chief Forester, within three months after the date on which the Chief Forester receives a proposed management plan submitted under paragraph 2.26, has neither
    - (i) approved the proposed management plan under paragraph 2.27, nor
    - (ii) given the Licensee a notice referred to in subparagraph 2.30(a), and
  - (b) there is a management plan in effect under this Licence, then the term of that management plan referred to in subparagraph (b) is deemed to be extended until such time as the Chief Forester approves the proposed management plan under paragraph 2.27, or gives the Licensee a notice referred to in subparagraph 2.30(a), as the case may be.
- 2.32 If the Chief Forester is satisfied that the Licensee or a ministry officer is trying in good faith to fulfill a requirement or obligation under this Part, but for reasons beyond the control of the Licensee or the ministry officer, as the case may be, cannot
- (a) meet a deadline referred to in this Part, or
  - (b) where there is a management plan in effect under this Licence, fulfill the requirement or obligation before the management plan is due to expire,
- then the Chief Forester, in a notice given to the Licensee, will, as applicable,
- (c) extend the deadline by a period the Chief Forester considers sufficient to allow the ministry officer or the Licensee, as the case may be, to fulfill the requirement or obligation, or
  - (d) extend the term of the management plan by a period the Chief Forester considers sufficient to allow the ministry officer or the Licensee, as the case may be, to fulfill the requirement or obligation in accordance with applicable deadlines,
- subject to such conditions as the Chief Forester considers necessary or appropriate.

**2.33 If the Licensee**

- (a) submits a Timber Supply Analysis Information Package under paragraph 2.13, or the information or proposals referred to in subparagraph 2.16(b) more than eight months,
- (b) submits a timber supply analysis under subparagraph 2.17(a) or 2.22(b), or a 20-year plan under subparagraph 2.17(b) or 2.23(b) more than 13 months,
- (c) submits a draft management plan under paragraph 2.24 more than 19 months, or
- (d) submits a proposed management plan under paragraph 2.26 or subparagraph 2.30(b) more than 22 months,

after the date on which the Statement of Management Objectives, Options and Procedures is accepted under paragraph 2.11, the Chief Forester, in a notice given to the Licensee within one month of the date on which the applicable item is submitted, may require the Licensee to amend both the Statement of Management Objectives, Options and Procedures, and one or more of the items referred to in subparagraph (a) through (d) inclusive, to the extent required to ensure consistency with

- (e) guidelines,
  - (f) land and resource management plans, and
  - (g) local resource use plans,
- in effect on the date the Licensee is given the notice.

**2.34 If the Chief Forester considers that**

- (a) damage to timber in the Licence Area as a result of fire, flood, wind, insects, disease, or other causes,
- (b) a determination by the Chief Forester that operations conducted in accordance with the management plan are causing or could cause serious damage to the natural environment, including soils, fisheries, wildlife, water, range, and recreation resources,
- (c) approval, amendment or replacement of a land and resource management plan,
- (d) approval, amendment or replacement of a local resource use plan,
- (e) a change in the allowable annual cut as a result of a determination by the Chief Forester under the *Forest Act*, or
- (f) other special circumstances,

have rendered the management plan in effect under the Licence inadequate, the Chief Forester, in a notice given to the Licensee, may require that the management plan be amended.

**2.35 A notice referred to in paragraph 2.34 must specify**

- (a) why the Chief Forester considers the management plan has been rendered inadequate,

- (b) the extent to which the management plan is inadequate, and
- (c) the changes required by the Chief Forester.

2.36 Where the Chief Forester gives the Licensee a notice referred to in paragraph 2.34, the Licensee, within three months after the date on which the notice is given, will submit for the Chief Forester's approval a proposed amendment to the management plan, which incorporates the changes referred to in subparagraph 2.35(c), to have effect during the unexpired term of the management plan.

2.37 If the Licensee fails to comply with the requirements of paragraph 2.36, the management plan in effect under this Licence will expire three months after the date on which the notice referred to in paragraph 2.34 is given to the Licensee, in which case,

- (a) within three months after the date on which the management plan expires under this paragraph, the Licensee will
  - (i) refer a draft management plan to the Regional Manager and
  - (ii) at the same time, refer the draft management plan referred to in clause (i) to resource agencies and make it available for comment in accordance with the review strategy referred to in subparagraph 2.24(b), and
- (b) within six months after the date on which the management plan expires under this paragraph, the Licensee will submit to the Chief Forester
  - (i) a proposed management plan which is based on the draft management plan referred to in subparagraph (a), and
  - (ii) a summary of
    - (A) all comments received by the Licensee in complying with the requirements of subparagraph (a), and
    - (B) the differences, if any, between the draft management plan and the proposed management plan, including differences resulting from modifications made in response to the comments referred to in subclause (A).

2.38 The Licensee will implement the management plan in effect under this Licence.

2.39 A management plan is deemed to be part of this Licence.

2.40 Subject to paragraphs 2.31, 2.32, and 2.37, a management plan expires five years after the date on which it takes effect.



**3.00**    **OBJECTIVES AND STRATEGIES FOR EMPLOYMENT AND ECONOMIC OPPORTUNITIES**

- 3.01    When the Licensee submits a Statement of Management Objectives, Options and Procedures under paragraph 2.09, the Licensee will also submit to the Regional Manager
- (a)    a statement of the Licensee's objectives regarding
    - (i)    employment of people living in or near the Licence Area, including aboriginal people, and
    - (ii)   economic opportunities available to people living in or near the Licence Area, including aboriginal people, in respect of the timber harvested under this Licence and the Licensee's operations under and in respect of this Licence, which has been referred to resource agencies and made available for comment in accordance with the review strategy approved
    - (iii)   in the management plan in effect under this Licence, or
    - (iv)   under paragraph 2.06, as the case may be, and
  - (b)    a summary of
    - (i)    all comments received by the Licensee in complying with the review strategy referred to in subparagraph (a), and
    - (ii)   the modifications, if any, made to the statement of objectives, prior to its submission to the Regional Manager, in response to the comments referred to in clause (i).
- 3.02    When the Licensee refers a draft management plan and makes it available for comment under paragraph 2.24, the Licensee will also refer and make available in accordance with
- (a)    the review strategy approved in the management plan in effect under this Licence, or
  - (b)    under paragraph 2.06, as the case may be, a statement of the Licensee's proposals for meeting the objectives set out in the statement of objectives submitted under paragraph 3.01.
- 3.03    When the Licensee submits a proposed management plan under paragraph 2.26, the Licensee will also submit to the Chief Forester
- (a)    a statement of proposals based on the statement of proposals referred to in paragraph 3.02, and
  - (b)    a summary of
    - (i)    all comments received by the Licensee in complying with the requirements of paragraph 3.02, and

- (ii) the differences, if any, between the statement of proposals submitted under this paragraph and the statement of proposals referred to in paragraph 3.02, including differences resulting from modifications made in response to the comments referred to in clause (i).

#### **4.00 DEVELOPMENT PLANS**

- 4.01 A five-year development plan approved under the tree farm licence replaced by this Licence and still in effect on the date immediately preceding the date on which that tree farm licence expires is deemed for the remainder of the term of the five-year development plan to be the development plan in effect under this Licence.
- 4.02 If there was no approved five-year development plan in effect under the tree farm licence replaced by this Licence on the date immediately preceding the date on which that tree farm licence expires, then the Licensee, not later than six months after the date referred to in paragraph 1.19, will submit for the District Manager's approval a proposed development plan for the Licence Area.
- 4.03 The Licensee, not less than three months prior to the date on which the development plan in effect under this Licence is due to expire will submit for the District Manager's approval a proposed development plan for the Licence Area.
- 4.04 Where the Chief Forester gives the Licensee a notice referred to in paragraph 2.34, the Chief Forester may at the same time give the Licensee a notice requiring the Licensee to amend the development plan in effect under this Licence to the extent required to ensure consistency with the changes referred to in subparagraph 2.35(c).
- 4.05 Where the Chief Forester gives the Licensee a notice referred to in paragraph 4.04, the Licensee, within three months after the date on which the notice is given, will submit for the District Manager's approval a proposed amendment to the development plan to have effect during the unexpired term of the development plan.
- 4.06 If the Licensee fails to comply with the requirements of paragraph 4.05, the development plan in effect under this Licence will expire three months after the date on which the notice referred to in paragraph 4.04 is given to the Licensee, in which case the Licensee, within four months after the date on which the development plan expires under this paragraph, will submit a proposed development plan for the District Manager's approval.

- 4.07 A proposed development plan submitted under paragraph 4.02, 4.03, 4.06, or 4.11(b) must
- (a) be signed and sealed by a professional forester and signed by the Licensee or the Licensee's authorized signatory,
  - (b) be prepared according to the applicable manual in effect three months prior to the deadline for submitting the proposed development plan under paragraph 4.02, 4.03, or 4.06, as the case may be,
  - (c) be consistent with this Licence and the management plan in effect at the time the proposed development plan is submitted,
  - (d) set out the Licensee's development plans for a period of five years, or longer if the Licensee so chooses, beginning on the date the proposed development plan takes effect,
  - (e) set out a proposed harvesting sequence of cut blocks which will enable the Licensee, each year during the period referred to in subparagraph (d), to harvest timber from the Licence Area in accordance with the cut control provisions of the *Forest Act*, categorizing these cut blocks as follows
    - (i) cut blocks covered by existing cutting permits,
    - (ii) cut blocks covered by outstanding cutting permit applications submitted to the District Manager,
    - (iii) cut blocks for which the Licensee proposes to submit cutting permit applications during the term of the proposed development plan, and
    - (iv) cut blocks which the Licensee proposes to harvest during the period referred to in subparagraph (d), but for which the Licensee does not propose to submit cutting permit applications during the term of the proposed development plan, unless for any reason cut blocks referred to in clause (iii) cannot be harvested,
  - (f) include the following information regarding the cut blocks referred to in subparagraph (e)
    - (i) season of operation, logging system and reforestation method, and
    - (ii) the status of adjacent harvested areas,
  - (g) include one or more detailed maps of the following information
    - (i) based on the best information readily available to the Licensee,
      - (A) recreation areas, community watersheds, fish spawning, fish rearing and fish migration areas, critical wildlife habitats, and any other areas subject to specific integrated resource management

- constraints, and
    - (B) private properties, foreshore leases, and public utilities within the Licence Area,
  - (ii) based on information gathered by the Licensee for the purposes of the proposed development plan,
    - (A) the forest cover,
    - (B) operability and contour lines,
    - (C) sensitive soils, unstable slopes, and areas subject to visual quality constraints,
    - (D) boundaries of
      - (I) cut blocks referred to in subparagraph (e), and
      - (II) existing cutting permits,
    - (E) existing roads including, where applicable, linkage to the public road system, timber processing facilities and log dumps,
    - (F) proposed roads, including bridges and major culverts,
    - (G) roads under construction,
    - (H) roads which have been deactivated to a temporary or semi-permanent level,
    - (I) fire breaks and fuel management problem areas, and
    - (J) log handling and storage areas, including existing or proposed log dump sites,
  - (iii) based on consultation carried out in accordance with the measures specified in the management plan,
    - (A) the location of areas where aboriginal people have indicated they are or may be carrying out aboriginal activities in the Licence Area, and
    - (B) the location of areas where trappers, guide outfitters, range tenure holders, and other licenced resource users are operating in the Licence Area, and
  - (iv) any other information required under the manual referred to in subparagraph (b), and
- (h) include a Road Maintenance Plan complying with the requirements of paragraph 11.04 and a Road Deactivation Plan complying with the requirements of paragraph 11.05.

4.08 In addition to the requirements under paragraph 4.07, a proposed development plan submitted under paragraph 4.02, 4.03, or 4.06 must

- (a) have been referred to resource agencies and made available for comment in accordance with the review strategy approved in the management plan in effect under this Licence, and
- (b) be accompanied by a summary of
  - (i) all comments received by the Licensee in complying with the review strategy referred to in subparagraph (a), and
  - (ii) the modifications, if any, made to the proposed development plan, prior to its submission to the District Manager, in response to the comments referred to in clause (i).

4.09 Subject to paragraph 4.10, the District Manager, within three months after the date on which a proposed development plan is submitted under paragraph 4.02, 4.03, or 4.06, or two months after the date on which a proposed development plan is submitted under subparagraph 4.11(b), will in a notice given to the Licensee approve the proposed development plan, subject to such conditions as the District Manager considers necessary or appropriate, if

- (a) the District Manager is satisfied that the proposed development plan meets the requirements of paragraph 4.07,
- (b) the proposed harvesting sequence is satisfactory to the District Manager,
- (c) the District Manager is prepared to accept cutting permit applications for
  - (i) the cut blocks referred to in clause 4.07(e)(iii), and
  - (ii) the cut blocks referred to in clause 4.07(e)(iv), if for any reason cut blocks referred to in clause 4.07(e)(iii) cannot be harvested, and
- (d) the District Manager is satisfied that the development plan adequately addressed the comments referred to in clause 4.08(b)(i).

4.10 The District Manager will not approve a proposed development plan unless there is a management plan in effect under this Licence.

4.11 Where the District Manager does not approve a proposed development plan under paragraph 4.09,

- (a) subject to paragraph 4.10, the District Manager, within three months after the date on which a proposed development plan is submitted under paragraph 4.02, 4.03, or 4.06, or two months after the date on which a proposed development plan is submitted under subparagraph 4.11(b), will specify in a notice given to the Licensee why the District Manager has not approved the development plan, and

- (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised proposed development plan to the District Manager.
- 4.12 A development plan is deemed to be part of this Licence.
- 4.13 Subject to paragraphs 4.01, 4.06, 4.14 and 4.15, a development plan expires one year after the date on which it takes effect.
- 4.14 If
  - (a) the District Manager, within three months after the date on which the District Manager receives a proposed development plan submitted under paragraph 4.02 or 4.03, has neither
    - (i) approved the proposed development plan under paragraph 4.09, nor
    - (ii) given the Licensee a notice referred to in subparagraph 4.11(a), and
  - (b) there is a management plan and a development plan in effect under this Licence,then the term of the development plan referred to in subparagraph (b) is deemed to be extended until such time as the District Manager approves the proposed development plan under paragraph 4.09, or gives the Licensee a notice referred to in subparagraph 4.11(a), as the case may be.
- 4.15 At the request of the Licensee, the District Manager may extend the term of a development plan for a period not greater than one year, provided there is a management plan in effect under this Licence.
- 4.16 Before extending the term of a development plan under paragraph 4.15, the District Manager may require the Licensee to amend the development plan to the extent required to ensure compliance with the management plan in effect under this Licence.
- 4.17 If the development plan in effect under this Licence has been rendered inadequate as a result of circumstances the Licensee could not reasonably have foreseen at the time the proposed development plan was submitted for the District Manager's approval, the Licensee may submit for the District Manager's approval a proposed amendment to the development plan.
- 4.18 The District Manager at his or her sole discretion may approve a proposed amendment submitted under paragraph 4.17, provided there is a management plan in effect under this Licence.

- 4.19 Before approving a proposed amendment submitted under paragraph 4.17, the District Manager may require the Licensee to refer the proposed amendment, and make it available for comment in accordance with the review strategy referred to in subparagraph 4.08(a).

## **5.00 CUTTING PERMITS**

- 5.01 All cutting permits in effect under the tree farm licence replaced by this Licence continue in effect under this Licence for the duration of their respective terms.
- 5.02 Subject to paragraph 5.04, the Licensee may submit cutting permit applications for
- (a) cut blocks referred to in clause 4.07(e)(iii), and
  - (b) cut blocks referred to in clause 4.07(e)(iv), if for any reason cut blocks referred to clause 4.07(e)(iii) cannot be harvested, to enable the Licensee to harvest timber from the Licence Area in accordance with the cut control provisions of the *Forest Act*.
- 5.03 Subject to paragraphs 5.05 and 5.06, upon receipt of cutting permit applications referred to in paragraph 5.02, the District Manager will issue cutting permits to the Licensee for
- (a) cut blocks referred to in clause 4.07(e)(iii), and
  - (b) cut blocks referred to in clause 4.07(e)(iv), if for any reason cut blocks referred to clause 4.07(e)(iii) cannot be harvested,
- if the District Manager is satisfied that the cutting permit application meets the requirements of paragraph 5.04.
- 5.04 A cutting permit application referred to in paragraph 5.02 must
- (a) be signed and sealed by a professional forester and signed by the Licensee or the Licensee's authorized signatory,
  - (b) contain such information as is required
    - (i) by the District Manager in a notice given to the Licensee two months prior to the date on which the cutting permit application is submitted, or
    - (ii) in the applicable manual in effect two months prior to the date on which the cutting permit application is submitted,
  - (c) subject to paragraph 5.08, be accompanied by a proposed logging plan, and
  - (d) be consistent with the management plan and development plan in effect under this Licence, and the pre-harvest silviculture prescription, if any, approved for the area on which the timber to be harvested is located.

- 5.05 The District Manager will not issue a cutting permit under paragraph 5.03 unless
- (a) subject to an exemption referred to in subparagraph 5.18(b), the District Manager has approved a pre-harvest silviculture prescription for the area on which the timber to be harvested is located, and
  - (b) there is a management plan and development plan in effect under this Licence.
- 5.06 The District Manager may delay issuing a cutting permit if he or she is satisfied that
- (a) the Licensee will be able under existing cutting permits and road permits to harvest that portion of the allowable annual cut available to the Licensee, and
  - (b) the delay will not compromise the management plan and development plan in effect under this Licence.
- 5.07 Where the District Manager
- (a) is not satisfied that a cutting permit application meets the requirement of paragraph 5.04,
  - (b) is prohibited under paragraph 5.05 from issuing a cutting permit, or
  - (c) is delaying issuing the cutting permit under paragraph 5.06,
- the District Manager will give the Licensee a notice to that effect within two months after the date on which the cutting permit application is submitted.
- 5.08 The District Manager may
- (a) exempt the Licensee from the requirement under paragraph 5.04(c) to submit a logging plan with a cutting permit application, and
  - (b) issue a cutting permit before approving a logging plan,
- however, where a cutting permit is issued prior to the approval of the logging plan, the Licensee will not commence operations under the cutting permit until a logging plan has been submitted and approved.
- 5.09 At the request or with the consent of the Licensee, the District Manager may at any time
- (a) amend an existing cutting permit, or
  - (b) issue a cutting permit,
- to authorize the Licensee to harvest wind thrown, dead, damaged, infested or diseased timber within the Licence Area.
- 5.10 A cutting permit must



- (a) subject to this Licence and the *Forest Act*, authorize timber to be harvested in accordance with the provisions of the cutting permit from proximate cut blocks located within the Licence Area,
- (b) be consistent with
  - (i) this Licence,
  - (ii) the *Forest Act*,
  - (iii) subject to an exemption referred to in subparagraph 5.18(b), the pre-harvest silviculture prescription approved for the area on which the timber is to be harvested, and
  - (iv) subject to paragraphs 5.09 and 5.14, the management plan and development plan in effect on the date the cutting permit is issued,
- (c) subject to paragraph 5.13, be for a term not exceeding three years,
- (d) prescribe the locations of roads to be built or deactivated on the area covered by the cutting permit, and the specifications and standards to be followed in building or deactivating these roads,
- (e) prescribe utilization standards and forestry practices to be followed in timber harvesting operations carried on under the cutting permit,
- (f) set out procedures for assessing the volumes of timber wasted or damaged by the Licensee, and provide for a charge based on applicable stumpage rates to be paid by the Licensee,
- (g) specify a timber mark to be used in conjunction with the timber harvesting operations carried on under the cutting permit,
- (h) specify whether the cutting permit is scale based or cruise based, and
- (i) subject to subparagraph (b), include such other provisions as the District Manager considers necessary or appropriate.

5.11 Subject to paragraphs 5.12, 5.13 and 5.14, the District Manager may amend a cutting permit only at the request or with the consent of the Licensee.

5.12 A cutting permit that does not comply with the requirements of paragraph 5.10 is not void, however,

- (a) on the request of the Licensee, or
- (b) on one month notice to the Licensee,

the District Manager may amend the cutting permit to the extent required to ensure compliance with the requirements of paragraph 5.10.

5.13 The District Manager may, in a notice given to the Licensee, extend the term of a cutting permit.

- 5.14 Where under paragraph 5.13 the District Manager extends the term of a cutting permit, the District Manager may, in a notice given to the Licensee, amend the cutting permit to the extent required to ensure compliance with the management plan and development plan in effect on the date the term of the cutting permit is extended.
- 5.15 Unless exempted in writing by the District Manager or a person authorized by the District Manager, the Licensee will define on the ground the boundaries of the areas authorized for harvesting under a cutting permit.
- 5.16 A cutting permit is deemed to be part of this Licence.
- 5.17 A logging plan approved in respect of a cutting permit is deemed to be part of this Licence and the applicable cutting permit.
- 5.18 The Licensee will not harvest any timber under a cutting permit, unless
- (a) a pre-harvest silviculture prescription has been approved, or
  - (b) the Licensee has been exempted under the *Forest Act* from the requirement to have a pre-harvest silviculture prescription approved,
- for the area on which the timber is located.
- 5.19 A cutting permit or approved logging plan that is inconsistent with the pre-harvest silviculture prescription approved for the area covered by the cutting permit is not void, but to the extent of the inconsistency the pre-harvest silviculture prescription will prevail.
- 5.20 Without restricting the generality of subparagraph 5.10(i), the District Manager may include in a cutting permit a provision requiring the Licensee to provide a specified level of supervision in respect of employees and contractors carrying out operations under the cutting permit on sites identified by the District Manager as being environmentally sensitive sites.

## **6.00 REVIEW STRATEGY & MINISTRY CONSULTATION**

- 6.01 A review strategy referred to in subparagraph 2.05(b), 2.07(b) and subparagraph 2.25(m) must
- (a) provide adequate opportunities for comment to persons interested in or affected by operations under this Licence, including but not restricted to
    - (i) resource agencies,
    - (ii) trappers, guide outfitters, range tenure holders, and other licensed resource users,
    - (iii) aboriginal people,

- (iv) local governments, and
- (v) members of the public, and
- (b) specify measures for inviting comment, including
  - (i) referrals to resource agencies,
  - (ii) advertising methods, times and locations,
  - (iii) viewing methods, times and locations,
  - (iv) if applicable, times and locations of open houses, and
  - (v) methods for collecting written and oral comments from interested persons.

- 6.02 An opportunity for comment provided to a person referred to in subparagraph 6.01(a) will only be adequate for the purposes of that subparagraph if, in the opinion of the Regional Manager or the Chief Forester, as the case may be, the opportunity for comment properly reflects the nature and extent of that person's interest in the Licence Area and any right that person may have to use the Licence Area.
- 6.03 In addition to the requirements under paragraph 6.01, a review strategy for development plans must specify measures which are consistent with the usual procedures in the applicable forest district.
- 6.04 When in accordance with an approved review strategy the Licensee refers a document or plan to resource agencies, or makes it available for comment, the Licensee will at the same time send a copy of the document or plan to the Regional Manager for his or her information.
- 6.05 Before
  - (a) approving a review strategy under paragraph 2.06,
  - (b) accepting a Statement of Management Objectives, Options and Procedures under paragraph 2.11,
  - (c) approving a proposed management plan under paragraph 2.27,
  - (d) approving a proposed development plan under paragraph 4.09, or
  - (e) issuing a cutting permit under Part 5.00,
 the Regional Manager, the Chief Forester, or the District Manager, as the case may be, at his or her sole discretion and notwithstanding the Licensee's obligations under the review strategy, may consult persons who may be interested in or affected by operations under this Licence, including but not restricted to
  - (f) resource agencies,
  - (g) trappers, guide outfitters, range tenure holders, and other licensed resource users,
  - (h) aboriginal people,
  - (i) local governments, and

(j) members of the public,  
and, subject to paragraph 6.06, may consider any comments received as a result of consultation under this paragraph.

- 6.06 If because of comments received as a result of consultation under paragraph 6.05, the Regional Manager, the Chief Forester, or the District Manager is considering
- (a) not accepting, approving, or issuing, or
  - (b) imposing a condition upon acceptance, approval or issuance of, a document or plan referred to in paragraph 6.05, the Regional Manager, the Chief Forester, or the District Manager, as the case may be, will provide the Licensee with an opportunity to respond to the comments before making a decision.

## **7.00 CONDITIONS IMPOSED UPON ACCEPTANCE OR APPROVAL**

- 7.01 Where under this Licence a ministry officer has a discretion to make his or her acceptance or approval of a document or plan subject to a condition, the ministry officer will exercise that discretion in a reasonable manner, having regard to the purposes and functions of the Ministry of Forests set out in Section 4 of the *Ministry of Forests Act* as it read on June 1, 1993.
- 7.02 The Licensee, in a notice given to the appropriate ministry officer within 15 days of the date on which the notice of acceptance or approval is given to the Licensee, may reject any condition to which the acceptance or approval is subject, in which case the notice of approval or acceptance is deemed to be a notice that the applicable document or plan is not accepted or approved for the reasons set out in the conditions.

## **8.00 ANNUAL REPORT**

- 8.01 On or before April 1 of each year during the term of this Licence, the Licensee will submit to the Chief Forester, the Regional Manager and the District Manager an annual report
- (a) prepared in accordance with the applicable manual in effect on January 1 of the year in which the annual report is submitted, and
  - (b) containing the information required in the manual referred to in subparagraph (a) regarding
    - (i) the Licensee's performance over the previous calendar year in relation to its management of the Licence Area and its obligations under this Licence,

- (ii) the Licensee's success in meeting its management objectives, including but not restricted to its management objectives with respect to employment and economic opportunities,
- (iii) the processing or other use or disposition of the timber harvested under this Licence, and
- (iv) the Licensee's goals and major initiatives for the next calendar year.

8.02 The Licensee will make a copy of an annual report submitted under paragraph 8.01 available for review by interested persons during normal business hours at the Licensee's place of business in the vicinity of the Licence Area or, if the Licensee chooses, at another location which is convenient to the public and acceptable to the Regional Manager.

## **9.00 CUT CONTROL**

9.01 The Licensee will comply with the cut control provisions of the *Forest Act*.

9.02 The five-year cut control period for this Licence means the 5-year period beginning on January 1, 1995, and each succeeding 5-year period.

## **10.00 FINANCIAL AND DEPOSITS**

10.01 Where any money is payable by the Licensee under the *Forest Act* in respect of this Licence, a road permit or a special use permit, the money payable under the *Forest Act* is also deemed to be money payable under this Licence.

10.02 In addition to any money payable by the Licensee under paragraph 10.01, the Licensee will pay to the Crown, immediately upon receipt of a notice issued on behalf of the Crown,

- (a) in respect of timber harvested from Schedule B Land, stumpage under Part 7 of the *Forest Act*,
- (b) in respect of timber harvested from Schedule A Land subject to a timber licence, stumpage or royalty under Part 7, as elected by the Licensee under Section 23 of the *Forest Act*, and
- (c) any charges in respect of an assessment referred to in subparagraph 5.10(f).

10.03 During the term of this Licence, the Licensee will maintain on deposit with the Crown an amount prescribed under the *Forest Act*, in cash or in negotiable securities acceptable to the Minister, as security for the Licensee's performance of its obligations under

- (a) this Licence, a road permit or a special use permit, or

the Regional Manager or District Manager, as the case may be, will as soon as practicable return to the Licensee an amount equal to the difference between the amount taken from the deposit and the costs incurred by the Regional Manager or District Manager.

**10.07 Where**

- (a) the Regional Manager or District Manager under paragraph 10.04 takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, and
- (b) the costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations are greater than the amount taken from the deposit, the Regional Manager or District Manager may take from the deposit an additional amount equal to the difference between the costs incurred by the Regional Manager or District Manager and the amount originally taken from the deposit, and for that purpose a security included in the deposit may be sold.

**10.08** Where the Regional Manager or District Manager under paragraph 10.04 takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, the Regional Manager or District Manager, as the case may be, is under no obligation to remedy the Licensee's failure.

**10.09 Where**

- (a) the Regional Manager or District Manager under paragraph 10.04 takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations,
- (b) the Regional Manager or District Manager does not remedy the Licensee's failure to perform its obligations, and
- (c) the Regional Manager or District Manager gives a notice to the Licensee indicating that the Regional Manager or District Manager will not be remedying the Licensee's failure to perform its obligations,

then, subject to paragraph 10.10, the Regional Manager or District Manager may retain the amount taken from the deposit under paragraph 10.04.

- 10.10 If, after receiving a notice referred to in paragraph 10.09, the Licensee
- (a) remedies the failure to perform its obligations, and
  - (b) gives a notice to that effect to the Regional Manager or District Manager within three months of the date on which the notice referred to in paragraph 10.09 is given to the Licensee, or within such longer period as the Regional Manager or District Manager may approve,
- then the Regional Manager or District Manager, as the case may be, will return to the Licensee an amount equal to the difference between the amount taken from the deposit and any costs reasonably incurred by the Regional Manager or District Manager in respect of the Licensee's failure to perform its obligations.

- 10.11 If the Regional Manager or District Manager considers that
- (a) any operation that is to be carried out under this Licence, a road permit or a special use permit is likely to cause damage to persons or property, and
  - (b) the deposit is insufficient to indemnify the Crown for any liability which the Crown might incur as a consequence of the operation,
- then the Regional Manager or District Manager may require the Licensee to maintain with the Crown a special deposit, in cash or in negotiable securities acceptable to the Minister, in the amount determined by the Regional Manager or District Manager, as the case may be.

- 10.12 If the Licensee fails to
- (a) remedy any damage resulting from an operation referred to in paragraph 10.11, or
  - (b) compensate any person who suffers a loss as a result of an operation referred to in paragraph 10.11,
- the Regional Manager or District Manager may, after at least one month notice to the Licensee, take an amount from the special deposit sufficient to indemnify the Crown for any liability which is or may be incurred by the Crown as a consequence of a failure referred to in subparagraph (a) or (b).

- 10.13 A notice referred to in paragraph 10.12 must specify
- (a) the nature of the Licensee's failure,
  - (b) the nature of the damage or loss, and
  - (c) the amount of money the Regional Manager or District Manager intends to take from the special deposit.

- 10.14 Subject to the *Forest Act*, the Regional Manager will refund to the Licensee
- (a) the deposit, less deductions made under paragraphs 10.04 and 10.07, when
    - (i) this Licence terminates or expires and is not replaced under Section 29 of the *Forest Act*, and
    - (ii) the Regional Manager is satisfied that the Licensee has fulfilled its obligations under this Licence, and
  - (b) a special deposit, less deductions made under paragraph 10.12, when the Regional Manager, acting reasonably, is satisfied that the Crown is no longer at risk of being held liable as a consequence of an operation referred to in paragraph 10.11.

## **11.00 ROADS**

- 11.01 Subject to the provisions of a cutting permit or road permit, the Licensee will ensure that the specifications, standards and locations of all roads the Licensee builds on the Licence Area are consistent with the management plan and development plan in effect at the time the road is built.
- 11.02 Upon the expiry of a road permit or a special use permit, all improvements, including roads and bridges, constructed by the Licensee under the authority of the road permit or the special use permit will vest in the Crown, without right of compensation to the Licensee, unless otherwise specified in the road permit or special use permit.
- 11.03 The Licensee will not remove any improvements referred to in paragraph 11.02, unless authorized to do so by the Regional Manager.
- 11.04 The Road Maintenance Plan included in the Development Plan must
- (a) identify those roads shown on the maps referred to in subparagraph 4.07(g) which the Licensee will maintain for harvesting, silviculture and forest protection purposes, and
  - (b) specify the maintenance operations which the Licensee will carry out to
    - (i) protect the structural integrity of the roads referred to in subparagraph (a) and the cleared area of the road right-of-way adjoining these roads,
    - (ii) keep drainage systems, including culverts and ditches, functional,
    - (iii) minimize surface erosion, and
    - (iv) ensure these roads are safe for forest harvesting or other industrial purposes.



- (b) the *Forest Act* in respect of this Licence a road permit or a special use permit, and

where the Regional Manager or District Manager gives the Licensee a notice advising that an amount has been taken under this Part from the deposit, the Licensee, within one month after the date on which the notice is given, will pay to the Crown, in cash or negotiable securities acceptable to the Minister, an amount sufficient to replenish the deposit.

**10.04 If the Licensee fails**

- (a) to pay money that the Licensee is required to pay to the Crown under this Licence, a road permit or a special use permit, or under the *Forest Act* in respect of this Licence, a road permit or a special use permit, or
- (b) to otherwise perform its obligations under this Licence, a road permit or a special use permit, or under the *Forest Act* in respect of this Licence, a road permit or a special use permit,

then the Regional Manager or District Manager, after at least one month notice to the Licensee, may take from the deposit

- (c) an amount equal to the money which the Licensee failed to pay,
  - (d) an amount sufficient to cover all costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations, or
  - (e) an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations,
- and for that purpose a security included in the deposit may be sold.

**10.05 A notice referred to in paragraph 10.04 must specify**

- (a) the obligation which the Licensee has failed to perform, and
- (b) the amount of money the Regional Manager or District Manager intends to take from the deposit.

**10.06 Subject to paragraphs 10.08, 10.09 and 10.10, where**

- (a) the Regional Manager or District Manager under paragraph 10.04 takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, and
- (b) the costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations are less than the amount taken from the deposit,

- 11.05 The Road Deactivation Plan included in the Development Plan must
- (a) identify those roads shown on the maps referred to in subparagraph 4.07(g) which the Licensee will deactivate each year over the next three years, specifying in each case whether the deactivation will be temporary, semi-permanent or permanent,
  - (b) specify the operations required to
    - (i) stabilize the roads referred to in subparagraph (a) and the cleared area of the road right-of-way adjoining these roads, and
    - (ii) restore or maintain the natural drainage at each road location,
  - (c) identify those roads shown on the maps referred to in subparagraph 4.07(g) which have been deactivated by the Licensee to a temporary or semi-permanent level in the past year, and any other roads that have been permanently deactivated by the Licensee in the past year, and
  - (d) specify the type of vehicle which can access the roads referred to in subparagraph (a) or (c).

## **12.00 FIRE PROTECTION**

- 12.01 Before April 1 of each year during the term of this Licence, the Licensee will submit for the District Manager's approval a fire protection pre-organization plan consistent with this Licence, and will include a duty roster in the fire protection pre-organization plan.
- 12.02 An approved fire protection pre-organization plan is deemed to be part of this Licence.
- 12.03 The Licensee's obligations under an approved fire protection pre-organization plan are in addition to and do not replace its commitments in the management plan or development plan or its obligations under Section 121 of the *Forest Act*.

## **13.00 FORESTRY**

- 13.01 The Licensee will
- (a) comply with the requirements of the *Forest Act* with respect to basic silviculture, and
  - (b) ensure basic silviculture and, if applicable, incremental silviculture carried out by or for the Licensee on the Licence Area is consistent with the management plan in effect under this Licence.

- 13.02 If under this Licence or the *Forest Act* the Licensee is to develop or maintain a recreation site or trail, the Licensee may enter onto Crown land for this purpose.
- 13.03 If the Licensee posts a sign concerning silviculture or the development and maintenance of recreation sites or trails, the sign must acknowledge any contribution made by the Crown in respect of the silviculture or the development or maintenance of recreation sites or trails.
- 13.04 The Licensee will annually review pest management strategies with the District Manager and, if required by the District Manager, the Licensee will submit a pest management plan, including appropriate surveys, for the District Manager's approval.
- 13.05 The Licensee's obligations under an approved pest management plan are in addition to and do not replace its commitments in the management plan or development plan respecting pest management.
- 13.06 The Regional Manager or the District Manager may carry out
- (a) basic silviculture on Schedule B Land referred to in paragraph 1.07, 1.08, 1.09 and 1.16, in accordance with the Crown's basic silviculture obligations under the *Forest Act*, and
  - (b) incremental silviculture on Schedule B Land or Schedule A Land subject to a timber licence, provided that in so doing the Regional Manager or District Manager, as the case may be, does not
    - (i) compromise the management plan or development plan in effect under this Licence, or
    - (ii) unreasonably interfere with the Licensee's operations under this Licence.
- 13.07 Where the Regional Manager or the District Manager carries out basic silviculture referred to in subparagraph 13.06(a) or incremental silviculture referred to in subparagraph 13.06(b), the Regional Manager or the District Manager, as the case may be, will ensure that the basic silviculture and, if applicable the incremental silviculture is consistent with the intent of the management plan in effect under this Licence.

#### **14.00 ACCESS AND ACCOMMODATION**

- 14.01 Any ministry officer may use roads owned or deemed to be owned by the Licensee, for the purposes of fulfilling an obligation or exercising a right under this Licence.

- 14.02 The Licensee will allow any person who has been granted harvesting rights to timber referred to in paragraph 1.07, 1.08, 1.09, or 1.16 to use any road providing access to timber within the Licence Area, which is owned or deemed to be owned by the Licensee.
- 14.03 The Licensee will not require any payment from a person referred to in paragraph 14.02 other than a reasonable payment in respect of the actual maintenance costs of the road.
- 14.04 Upon reasonable notice from the Regional Manager or District Manager, the Licensee will provide a ministry officer with reasonable office and living accommodation on premises owned or operated by the Licensee in or near the Licence Area, to enable the ministry officer to fulfill an obligation or exercise a right under this Licence.
- 14.05 The Licensee may charge the Regional Manager or District Manager, as the case may be, for costs reasonably incurred in providing the accommodation referred to in paragraph 14.04.

## **15.00 CONTRACTORS**

- 15.01 Each year during the term of this Licence, the Licensee will ensure that not less than
- (a) 50 percent of the volume of timber harvested by or for the Licensee under this Licence during the year, multiplied by
  - (b) the result obtained by the division of
    - (i) the portion of the allowable annual cut that the Chief Forester determines is attributable to Schedule B Land, by
    - (ii) the allowable annual cut,
- is harvested by persons under contract with the Licensee.
- 15.02 Compliance with the requirement of paragraph 15.01 will be calculated in accordance with the method prescribed under the *Forest Act*.
- 15.03 If in a calendar year the volume of timber harvested by persons under contract with the Licensee is less than a volume required under paragraph 15.01, the Licensee will on demand pay to the Crown, an amount of money equal to
- (a) the volume required under paragraph 15.01 minus the volume harvested during the calendar year by persons under contract, multiplied by

(b) the weighted average of the stumpage rates charged in invoices issued to the Licensee during the calendar year for timber harvested under this Licence from Schedule B Land, unless the Minister relieves the Licensee in whole or in part from the requirements of this paragraph.

15.04 The Licensee may contract to have more than the volume required under paragraph 15.01 harvested by persons under contract.

15.05 The Minister may relieve the Licensee from the requirement under paragraph 15.01 to the extent provided for under the *Forest Act*.

## **16.00 TIMBER PROCESSING**

16.01 The Licensee will process all timber harvested under a cutting permit or a road permit, or equivalent volumes, through a timber processing facility

- (a) owned or operated by the Licensee or an affiliate of the Licensee within the meaning of the *Company Act*, and
- (b) equipped to carry out debarking and chipping,

unless the Minister exempts the Licensee in whole or in part from the requirements of this paragraph.

16.02 Where the Licensee

- (a) intends to close a timber processing facility or reduce its production, or
- (b) has reason to believe that an affiliate of the Licensee within the meaning of the *Company Act* intends to close a timber processing facility or reduce its production,

for a period of longer than 90 days, the Licensee will give the Minister at least three months notice prior to the closure or reduction.

16.03 Where

- (a) the Licensee, or
- (b) an affiliate of the Licensee within the meaning of the *Company Act*,

closes a timber processing facility or reduces its production for a period longer than 90 days, the Licensee will at the request of the Minister provide information regarding the volume of Crown timber processed through the timber processing facility during the 24-month period immediately preceding the closure or reduction in production level.

16.04 The Licensee will continue to operate, and where applicable construct or expand, a timber processing facility in accordance with

- (a) the proposal made in the application on which the award of the tree farm licence replaced by this Licence or any predecessor to that tree farm licence was based, and
- (b) the revisions, if any, to that proposal which have been approved by the Minister or an appropriate ministry officer.

#### **17.00 LIABILITY AND INDEMNITY**

17.01 Subject to paragraph 17.03, the Licensee will indemnify the Crown against and 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 any act or omission of

- (a) the Licensee,
- (b) an employee of the Licensee,
- (c) an agent of the Licensee,
- (d) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to harvesting operations, under or associated with this Licence, a road permit, a free use permit issued to the Licensee, or a special use permit, or
- (e) any other person who on behalf of the Licensee engages in any activity or carries out any operation, including but not restricted to harvesting operations, under or associated with this Licence, a road permit, a free use permit issued to the Licensee or a special use permit.

17.02 For greater certainty, the Licensee has no obligation to indemnify the Crown under paragraph 17.01 in respect of any act or omission of

- (a) an employee, agent or contractor of the Crown, in the course of carrying out his or her duties as employee, agent or contractor of the Crown, or
- (b) a person other than the Licensee to whom the Crown has granted the right to enter, use or occupy Crown land, including a person who has been granted the right to harvest timber referred to in paragraph 1.07, 1.08, 1.09 or 1.16, in the course of exercising those rights.

17.03 Paragraph 17.01 does not apply to an act or omission which is a direct response to, and complies with, an order made by a ministry officer or another officer of the Crown.

- 17.04 Money taken under Part 10.00 from a deposit or special deposit, and money paid by the Licensee under paragraph 15.03 or 17.01, is in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Licensee.

#### **18.00 LIMITATION OF LIABILITY**

- 18.01 The Licensor is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

#### **19.00 INTERFERENCE WITH ABORIGINAL RIGHTS**

- 19.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction
- (a) determines that the Licensee's operations under this Licence, or the Licensee's use or occupation of Schedule B Land or Schedule A Land subject to a timber licence, is interfering or may interfere with an aboriginal right,
  - (b) grants an injunction further to a determination referred to in subparagraph (a), or
  - (c) grants an injunction pending a determination of whether the Licensee's operations under this Licence, or the Licensee's use or occupation of Schedule B Land or Schedule A Land subject to a timber licence, is interfering or may interfere with an aboriginal right,
- then, having regard to any determination of the court and the terms of any injunction granted by the court, the Regional Manager or District Manager, in a notice given to the Licensee, may, in whole or in part, vary, suspend, or refuse to issue
- (d) a cutting permit,
  - (e) a road permit,
  - (f) a special use permit, or
  - (g) a free use permit issued to the Licensee,
- to the extent necessary to ensure there is no interference or no further interference with the aboriginal right or the alleged aboriginal right.
- 19.02 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction

- (a) determines that the Licensee's operations under this Licence, or the Licensee's use or occupation of Schedule B Land or Schedule A Land subject to a timber licence, is interfering or may interfere with an aboriginal right,
- (b) grants an injunction further to a determination referred to in subparagraph (a), or
- (c) grants an injunction pending a determination of whether the Licensee's operations under this Licence, or the Licensee's use or occupation of Schedule B Land or Schedule A Land subject to a timber licence, is interfering or may interfere with an aboriginal right,

then, having regard to any determination of the court and the terms of any injunction granted by the court, the Chief Forester, in a notice given to the Licensee, may require the Licensee to amend one or both of the following

- (d) the management plan in effect under this Licence, and
- (e) the development plan in effect under this Licence,

to the extent necessary to ensure there is no interference or no further interference with the aboriginal right or the alleged aboriginal right.

19.03 Where the Chief Forester gives the Licensee a notice referred to in paragraph 19.02, the Licensee, in accordance with the requirements of the notice and within the time specified in the notice, will submit one or both of the following

- (a) for the Chief Forester's approval, a proposed amendment to the management plan to have effect during the unexpired term of the management plan, and
- (b) for the District Manager's approval, a proposed amendment to the development plan to have effect during the unexpired term of the development plan.

19.04 Subject to the *Forest Act* and all other applicable legislation and the other provisions of this Licence, the Chief Forester or the District Manager, as the case may be, will approve a proposed amendment referred to in paragraph 19.03 if he or she is satisfied that the proposed amendment

- (a) meets the requirements of the notice referred in paragraph 19.02, and
- (b) is consistent with any determination of the court and the terms of any injunction granted by the court referred to in paragraph 19.02.

19.05 If either

- (a) the Licensee fails to comply with the requirements of paragraph 19.03, or



- (b) the Chief Forester or the District Manager does not approve a proposed amendment under paragraph 19.04,  
the Chief Forester or the District Manager may amend the management plan or the development plan, as the case may be, to the extent necessary to ensure the plan
  - (c) meets the requirements of the notice referred to in paragraph 19.02,  
and
  - (d) is consistent with any determination of the court and the terms of any injunction granted by the court referred to in paragraph 19.02.
  
- 19.06 Subject to the *Forest Act* and all other applicable legislation and the other provisions of this Licence, where
  - (a) the Regional Manager or District Manager has varied a cutting permit, road permit, special use permit, or free use permit under paragraph 19.01,
  - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph, and
  - (c) the Regional Manager or District Manager, as the case may be, considers it practicable to do so,
 the Regional Manager or District Manager, at the request of the Licensee, will vary the permit to reflect as closely as possible the terms and conditions of the permit prior to its variation under paragraph 19.01.
  
- 19.07 Subject to the *Forest Act* and all other applicable legislation and the other provisions of this Licence, where
  - (a) the Regional Manager or District Manager has suspended a cutting permit, road permit, special use permit, or free use permit under paragraph 19.01,
  - (b) a court of competent jurisdiction subsequently sets aside or dissolves the determination or injunction referred to in that paragraph, and
  - (c) the Regional Manager or District Manager, as the case may be, considers it practicable to do so,
 the Regional Manager or District Manager, at the request of the Licensee will reinstate the permit.
  
- 19.08 Subject to the *Forest Act* and all other applicable legislation and the other provisions of this Licence, where
  - (a) the Regional Manager or District Manager has refused to issue a cutting permit, road permit, special use permit, or free use permit under paragraph 19.01,

- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph, and
  - (c) the Regional Manager or District Manager, as the case may be, considers it practicable to do so,
- the Regional Manager or District Manager, at the request of the Licensee, will issue the permit.

- 19.09 Subject to the *Forest Act* and all other applicable legislation and the other provisions of this Licence, where
- (a) as a result of a determination or injunction referred to in paragraph 19.02, an amendment to the management plan or development plan in effect under this Licence has been approved under paragraph 19.04 or made under paragraph 19.05, and
  - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction,
- the Licensee may submit an amendment reversing, insofar as it is possible, the effects of the amendment referred to in subparagraph (a), and the Chief Forester or the District Manager, as the case may be, will approve the amendment if he or she considers it practicable to do so.

## **20.00 TERMINATION AND SURRENDER**

- 20.01 If this Licence is terminated, expires and is not replaced under Section 29 of the *Forest Act*, or if this Licence is cancelled,
- (a) cutting permits will terminate when the expiration, termination or cancellation occurs, and
  - (b) title to all
    - (i) improvements, including roads and bridges, constructed on Schedule B Land by the Licensee under the authority of this Licence, and
    - (ii) logs and special forest products which were harvested from Schedule B Land under the authority of this Licence and are still located on Schedule B Land,
 will vest in the Crown, without right of compensation to the Licensee, and
  - (c) the Licensee may continue to enter, occupy and use Schedule B Land for a period of one month after the termination, expiry or cancellation of this Licence for the purposes of removing the Licensee's property.

- 20.02 The Licensee will not remove any improvements, logs or special forest products referred to in subparagraph 20.01(b), unless authorized to do so by the Regional Manager.
- 20.03 Subject to paragraph 20.04, if the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Chief Forester may cancel this Licence in a notice given to the Licensee.
- 20.04 The Chief Forester will not cancel this Licence under paragraph 20.03 unless and until the Chief Forester gives a written notice to every holder of a registered security interest that charges this Licence, allowing a period of not less than 60 days prior to cancellation during which the holder of the registered security interest may exercise the rights and pursue the remedies available in respect of the registered security interest.

## **21.00 NOTICE**

- 21.01 A notice given under this Licence must be in writing.
- 21.02 Where a notice is to be given under this Licence, it may be
- (a) delivered by hand,
  - (b) sent by prepaid registered mail, or
  - (c) subject to paragraph 21.05, sent by facsimile transmission, to the address or facsimile number, as applicable, specified on the first page of this Licence, or to such other address or facsimile number as is specified in a notice given in accordance with this Part.
- 21.03 Where a notice is given under this Licence, it is deemed to have been given
- (a) if it is given in accordance with subparagraph 21.02(a), on the date it is delivered by hand,
  - (b) if it is given in accordance with subparagraph 21.02(b), subject to paragraph 21.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada, and
  - (c) if it is given in accordance with subparagraph 21.02(c), subject to paragraph 21.05, on the date it is sent by facsimile transmission.
- 21.04 Where, between the time a notice is mailed in accordance with subparagraph 21.02(b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.

- 21.05 Where a notice is sent by facsimile transmission, the party sending the notice must ensure that the transmission has been successfully completed.

**22.00 MISCELLANEOUS**

- 22.01 This Licence is subject to the laws of British Columbia, including the *Forest Act* and all other applicable legislation.
- 22.02 This Licence will enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 22.03 Where under this Licence the Minister or a ministry officer has a discretion to require information, the Minister or ministry officer will exercise this discretion in a reasonable manner, having regard to the purposes and functions of the Ministry of Forests set out in Section 4 of the *Ministry of Forests Act* as it read on June 1, 1993.
- 22.04 The Minister will ensure that the obligations under this Licence of the ministry officers referred to in this Licence are fulfilled within the limits of this Licence and applicable legislation.
- 22.05 The Licensee will use the services of one or more registered professional foresters to manage the Licence Area in accordance with the management plan and development plan in effect under this Licence.
- 22.06 At the request of the Regional Manager or District Manager, the Licensee will survey and define on the ground any or all boundaries of the Licence Area.
- 22.07 Where
- (a) the boundaries of the Licence Area are based on boundaries established under existing or expired timber licences,
  - (b) the legal description of the boundaries of the Licence Area has been derived from original timber licence survey plans or from reference maps prepared from original timber licence survey plans, and
  - (c) the legal description differs from the actual ground location of timber licence corner posts,
- the boundaries of the Licence Area are the boundaries as originally established by the actual ground location of the timber licence corner posts.
- 22.08 Timber cut under this Licence or a road permit must be
- (a) marked according to the *Forest Act*, and

- (b) unless the timber is cut under a cruise based cutting permit, scaled according to the *Forest Act* and any procedures set or approved by the Ministry of Forests.

22.09 A right or duty of a ministry officer referred to in this Licence may be exercised or fulfilled by another ministry officer designated or authorized to do so by the Minister, the Chief Forester, the Regional Manager, or the District Manager, as appropriate.

22.10 Nothing in this Licence entitles the Licensee to have an area of Schedule B Land, or Schedule A Land subject to a timber licence, replaced with another area, or to have harvesting rights awarded under another agreement under the *Forest Act*, in the event timber is damaged or destroyed by pests, fire, wind or other natural causes, or an area of land is deleted from the Licence Area under the *Forest Act* or any other statute.

### **23.00 INTERPRETATION**

23.01 In this Licence, unless the context otherwise requires,

- (a) "aboriginal activities" means cultural, spiritual, religious, and sustenance activities associated with traditional aboriginal life, including aboriginal rights,
- (b) "aboriginal people" includes registered and non-registered Indians, Inuits and Metis,
- (c) "allowable annual cut" means the allowable annual cut determined for the Licence Area by the Chief Forester under the *Forest Act*, as increased or decreased under the *Forest Act*,
- (d) "close" or "closure" means cessation of production of the principal forest products normally produced by a timber processing facility,
- (e) "cultural heritage resource" means an object or site that is of historic, cultural, or archaeological significance,
- (f) "cutting permit" means a cutting permit referred to in paragraph 5.01, or issued under paragraph 5.03 or 5.09,
- (g) "deposit" means the deposit which the Licensee is required to maintain under paragraph 10.03,
- (h) "development plan" means a plan which
  - (i) details the proposed location and scheduling of development activities within the Licence Area, over a period of at least five years, including the location and scheduling of harvesting and road construction and deactivation activities,
  - (ii) provides information to be considered in assessing the proposed location and scheduling of development activities, and

- (iii) subject to paragraph 4.15, is replaced every one or two years, depending on its term,
- (i) **"Forest Act"** means
  - (i) the *Forest Act*, R.S.B.C. 1979, c. 140, as amended, or the successor to this act, or a part of this act if all or a part of it is repealed, and
  - (ii) the regulations enacted under this act or its successor,
- (j) **"free use permit"** means a free use permit issued under the *Forest Act* to the Licensee, or to a person other than the Licensee,
- (k) **"guideline"** means a guideline, policy, procedure or manual regarding forest practices applicable to all or part of the Licence Area, which has been set or approved by the Ministry ,
- (l) **"harvest"** includes entry onto land for the purpose of cutting and removing timber, cutting the timber and removing the timber from the land,
- (m) **"land and resource management plan"** means a plan, approved by an appropriate official of the Government of British Columbia, which provides direction for land use, and establishes resource management objectives and strategies, for all or part of the Licence Area,
- (n) **"Licence Area"** means Schedule A Land and Schedule B Land,
- (o) **"local resource use plan"** means a plan approved by the District Manager which provides guidelines for resource use and development in all or part of the Licence Area,
- (p) **"logging plan"** means one or more detailed maps setting out how the Licensee proposes to conduct harvesting and related operations on one or more cut blocks covered or to be covered by a cutting permit,
- (q) **"management plan"** means a plan for managing, protecting and conserving both the timber resources and the non-timber values and resources of the Licence Area, and integrating harvesting and related activities with use of the Licence Area for purposes other than timber production,
- (r) **"manual"** means a guideline, policy, procedure, or manual set or approved by the Ministry for preparation of
  - (i) a Statement of Management Objectives, Options and Procedures,
  - (ii) a Timber Supply Analysis Information Package,
  - (iii) a timber supply analysis,
  - (iv) a management plan,
  - (v) a development plan,
  - (vi) a cutting permit application,

- (vii) an annual report referred to in Part 8.00, or
- (viii) inventories referred to in Part 2.00,
- (s) "Ministry" means the Ministry of Forests,
- (t) "ministry officer" means an employee of the Ministry,
- (u) "operable land base" mean those areas within the Licence Area, which, based on the highest log prices obtained over the previous decade for timber of the type and quality principally found on the areas, are economically feasible to develop and harvest with the technology currently available to the Licensee,
- (v) "person" includes a corporation and a partnership,
- (w) "pest" means any animal, insect, fungus, bacteria, virus, nematode, or other organism which is detrimental to effective forest management,
- (x) "pre-harvest silviculture prescription" means a prescription required prior to harvesting under Section 129.3 of the *Forest Act*,
- (y) "resource agencies" means any governmental agency, ministry or department having jurisdiction over a resource which may be affected by any activity or operation, including but not restricted to harvesting activities or operations, engaged in or carried out under or associated with this Licence or a road permit,
- (z) "review strategy" means a plan for obtaining input from resource agencies and interested persons regarding management and development of the Licence Area,
- (aa) "road" includes bridges and culverts,
- (bb) "Road Deactivation Plan" means a road deactivation plan referred to in paragraph 11.05,
- (cc) "Road Maintenance Plan" means a road maintenance plan referred to in paragraph 11.04,
- (dd) "road permit" means a road permit granted to the Licensee under the *Forest Act* which provides access to timber harvested, or to be harvested, under this Licence,
- (ee) "Schedule A Land" means the land described in the Schedule "A" to this Licence,
- (ff) "Schedule B Land" means the Crown land described in Schedule "B" to this Licence,
- (gg) "special deposit" means a special deposit which the Licensee is required to maintain under paragraph 10.11,
- (hh) "special use permit" means a special use permit issued under the *Forest Act* to authorize the Licensee to use or occupy Crown land within the Licence Area,

- (ii) "timber supply analysis" means an analysis of the short-term and long-term availability of timber for harvesting in the Licence Area, including an analysis of the short- and long-term effect of management practices on the availability of timber,
- (jj) "Timber Supply Analysis Information Package" means information relating to the preparation of a timber supply analysis, including information regarding the assumptions to be incorporated into a timber supply analysis, and the methodology to be used in the timber supply analysis,
- (kk) "Timber Supply Forester" means the ministry officer designated by the Chief Forester to review the Timber Supply Analysis Information Package and the timber supply analysis,
- (ll) "20-year plan" means a plan prepared in support of a timber supply analysis, which indicates the availability of timber over a period of not less than 20 years.

23.02 Unless otherwise provided in paragraph 23.01, if a word or phrase used in this Licence is defined in the *Forest Act*, the definition in the *Forest Act* applies to this Licence, and where the word or phrase in the *Forest Act* is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.

23.03 Where a provision of the *Forest Act* referred to in this Licence is renumbered, the reference in this Licence is to be construed as a reference to the provision as renumbered.

23.04 In this Licence, unless the context otherwise requires,

- (a) the singular includes the plural and the plural includes the singular, and
- (b) the masculine, the feminine and the neuter are interchangeable.

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

1.00 part,

1.01 paragraph,

(a) subparagraph,

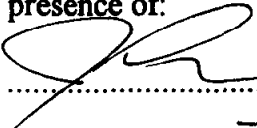
(i) clause,

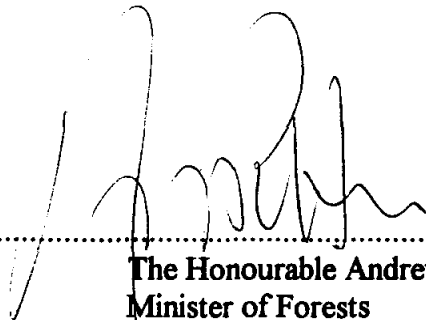
(A) subclause,

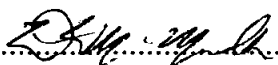
and a reference to a subparagraph, clause or subclause be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.



IN WITNESS WHEREOF this Licence has been executed by the Minister and the Licensee.

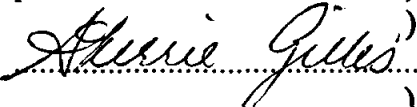
SIGNED on Feb 28 1995  
by the Minister )  
on behalf of Her Majesty )  
the Queen in Right of )  
the Province of )  
British Columbia in the )  
presence of: )  
  
(Type in Name) J. Lang

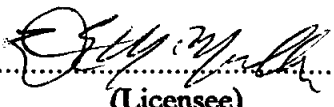
  
The Honourable Andrew Petter  
Minister of Forests

THE COMMON SEAL of )  
the Licensee was affixed )  
on Feb 21 1995 )  
in the presence of: )  
  
(Type in Name) D. E. McNamee

c/s

(or)

SIGNED on Feb 21 1995  
by the Licensee, in the )  
presence of: )  
  
(Type in Name) S. Gillis

  
(Licensee)

## **SCHEDULE "A"**

### **Duncan Bay Tree Farm Licence**

#### **Tree Farm Licence Number 47**

Forest lands and merchantable timber in other tenures owned or controlled by the Licensee in the Duncan Bay Tree Farm Licence Number 47.

#### **Summary Hanson Island Block No. 1**

- |    |                 |     |
|----|-----------------|-----|
| A. | Crown Grants    | Nil |
| B. | Timber Licences | Nil |

#### **Summary West Cracroft Block No. 2**

- |    |                 |     |
|----|-----------------|-----|
| A. | Crown Grants    | Nil |
| B. | Timber Licences | Nil |

#### **Port Harvey Block No. 3**

<b>A.</b>	<b><u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
	Lot 1788	Range 1, Coast	65.155	25938-W
	<b>Total</b>		<b><u>65.155</u></b>	
<b>B.</b>	<b><u>Timber Licences</u></b>		Nil	

<b><u>Summary Port Harvey Block No. 3</u></b>		<b><u>Area in Hectares more or less</u></b>
A.	Crown Grants	65.155
B.	Timber Licences	Nil
	<b>Sub Total</b>	<b><u>65.155</u></b>

**Summary Boughey Bay Block No. 4**

A.	Crown Grants	Nil
B.	Timber Licences	Nil

**Summary Port Neville Block No. 5**

A.	Crown Grants	Nil
B.	Timber Licences	Nil

**Wellbore Channel Block No. 6**

A.	<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title No.</u>
	Lot 954	Range 1, Coast	74.867	369681-I
	Lot 1357	Range 1, Coast	<u>70.012</u>	63633-W
	Sub Total		<u>144.879</u>	

**B. Timber Licences**

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0080, Block 1	TL 3630 <sup>P</sup>	Range 1, Coast	62
T0080, Block 2	TL 3632 <sup>P</sup>	Range 1, Coast	150
T0080, Block 3	TL 12740 <sup>P</sup>	Range 1, Coast	<u>122</u>
Sub Total			<u>334</u>

<u>Summary Wellbore Channel Block No. 6</u>		<u>Area in Hectares more or less</u>
A.	Crown Grants	144.879
B.	Timber Licences	<u>334.000</u>
	<b>Sub Total</b>	<b><u>478.879</u></b>

**Deer Lake Block No. 7**

A.	<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title No.</u>
	Lot 1055	Range 1, Coast	<u>74.058</u>	21397-W
	<b>Total</b>		<b><u>74.058</u></b>	
B.	<u>Timber Licences</u>			
	Nil			

<u>Summary Deer Lake Block No. 7</u>		<u>Area in Hectares more or less</u>
A.	Crown Grants	74.058
B.	Timber Licences	<u>Nil</u>
	<b>Sub Total</b>	<b><u>74.058</u></b>

**Summary West Thurlow Block No. 8**

A.	Crown Grants	Nil
B.	Timber Licences	Nil

**Simmons Lake Block No. 9**

A. Crown Grants Nil

B. Timber Licences Nil

**Summary Hemming Bay Block No. 10**

A. Crown Grants Nil

B. Timber Licences Nil

**Sonora Island Block No. 11**

A.	<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title No.</u>
	Lot 778	Sayward	67.987	403565-I
	Lot 1130	Sayward	31.727	55442-I
	Lot 1134	Sayward	2.023	403565-I
	Lot 1142	Sayward	<u>29.987</u>	280742-I
	<b>Total</b>		<b><u>131.724</u></b>	

**B. Timber Licences**

Nil

**Summary Sonora Block No. 11**

A. Crown Grants 131.724

B. Timber Licences Nil**Sub Total** **131.724**

**Quadra Island Block No. 12**

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
That part of Lot 5 of Lot 114, shown red on Plan deposited under D.D. 55492-1	Sayward	60.136	394254-I
Lot 389	Sayward	64.750	393675-I
Lot "A" of Lots 763 and 764, Plan 24904	Sayward	63.459	87081-W
That part of District Lot 765	Sayward	54.750	44803-W
Lot 1152 and that part of Lot 1152A lying west of a boundary bearing due south of the southeast corner of Lot 1152	Sayward	<u>78.145</u>	17383-W
<b>Total</b>		<b><u>321.240</u></b>	

**B. Timber Licences**

Nil

<b><u>Summary Quadra Island Block No. 12</u></b>		<b><u>Area in Hectares more or less</u></b>
A. Crown Grants		321.240
B. Timber Licences		<u>Nil</u>
<b>Sub Total</b>		<b><u>321.240</u></b>

**Tsolum Block No. 13**

<b>A. <u>Crown Grants</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
<b><u>In Township 2, Comox District, Plan 552-A</u></b>		
Fractional Section 17 (except Northeast 1/4 of the Northeast 1/4 (11.25 acres more or less) shown partly coloured in red and partly outlined in red on Plan 375 R/W)	<u>227.738</u>	76110-W
<b>Sub Total</b>	<b><u>227.738</u></b>	
<b><u>In Township 3, Comox District, Plan 552-B</u></b>		
Fractional Section 11 west of Section 12 and east of Block 28	16.187	76109-W
Fractional Section 12 (except part included in Block 94)	237.147	76109-W
Fractional Section 13	251.715	76109-W
Fractional Section 14	27.144	76109-W
Fractional Section 24 (except Plan 206 R/W, Certificate of Title 57788-N)	77.222	76109-W
Fractional South 1/2 of Section 25 (except Plans 206 R/W, 376 R/W)	<u>91.508</u>	76109-W
<b>Sub Total</b>	<b><u>700.923</u></b>	
<b><u>In Township 4, Comox District, Plan 552-C</u></b>		
Fractional West 1/2, Section 4	18.162	76090-W
Fractional Section 5	243.622	76090-W
Fractional Section 6 (except part included in Block 94)	210.437	76090-W
Fractional Section 7	244.431	76089-W
Fractional Southeast 1/4, Southwest 1/4 of fractional the Southwest 1/4 and East 1/2 of fractional Southwest 1/4 of Section 8, Plan 552C	62.322	76090-W

<b>A. <u>Crown Grants</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Fractional Section 18	182.919	76089-W
Fractional Section 19 lying southwest of Plan 206 R/W	157.423	76089-W
Fractional Southwest 1/4 of Section 20 lying southwest of Plan 206 R/W	<u>6.475</u>	76089-W
<b>Sub Total</b>	<b><u>1 125.791</u></b>	
<b><u>In Township 6, Comox District, Plan 552-E</u></b>		
Southeast 1/4 of Northeast 1/4 of Section 6	16.187	353910-I
Fractional North 1/2 of Northwest 1/4, fractional Southeast 1/4, Section 7 (except Plan 204 R/W)	50.751	86852-N
South 1/2 of Northwest 1/4, fractional Northeast 1/4, Section 7	35.062	87992-N
East 1/2 of Southwest 1/4, Section 7 (except Plan 204 R/W)	32.247	373837-I
Parcel A (D.D. 16308-N) of Section 8	1.619	66581-W
Fractional South 1/2 of Southwest 1/4, Section 18	21.446	86852-N
That part of the fractional Northwest 1/4 of Section 18, shown on Plan 552-E	7.689	86852-N
Fractional West 1/2 of fractional Southwest 1/4, Section 19 (except Plan 205 R/W)	<u>30.959</u>	353909-I
<b>Sub Total</b>	<b><u>195.960</u></b>	
<b><u>In Township 7, Comox District, Plan 552-F (Ex. Plan 509 RW.)</u></b>		
West 1/2 of Northeast 1/4, Northeast 1/4 of Northwest 1/4 of Section 13	48.562	86853-N
Fractional Section 23	252.525	76088-W
Southwest 1/4 of Section 24	64.750	76088-W



<b>A. <u>Crown Grants</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
West 1/2 of Northeast 1/4 of Section 24	31.582	353912-I
Northwest 1/4 and Southeast 1/4 of Section 24	129.500	353911-I
Fractional West 1/2 of Section 26	110.075	76088-W
Fractional Section 27	39.659	76088-W
Fractional Section 33	54.633	76088-W
Fractional Section 34	123.433	76088-W
Southwest 1/4, Section 35	<u>64.750</u>	76088-W
<b>Sub Total</b>	<b><u>919.469</u></b>	
<b><u>In Township 9, Comox District, Plan 552-G</u></b>		
North 1/2 of Northeast 1/4 of Section 7	32.375	76087-W
Northwest 1/4 of Northwest 1/4 of Section 8	16.187	76087-W
That part of the fractional Northwest 1/4, Section 10 lying west of the Puntledge River	19.425	76076-W
Southwest 1/4, Section 15 (except Plan 79 R/W)	64.588	76076-W
West 1/2 of Southwest 1/4, Section 17	32.375	76087-W
North 1/2 of East 1/2 of North 1/2 of Northeast 1/4, Section 17	8.094	66547-W
Section 18 (except Medicine Bowls Park)	246.859	76087-W
Northeast 1/4, Section 19	64.750	353913-I
Northeast 1/4, Southeast 1/4, Section 19	16.187	353913-I
SW. 1/4 and Southwest 1/4 of Southeast 1/4, Section 19	80.937	76087-W
Parcel A (D.D. 18060-N) and East 1/2 of Northwest 1/4, Northeast 1/4 of Southwest 1/4, Section 20	92.269	76077-W

<b>A. <u>Crown Grants</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
East 1/2 of the Northwest 1/4 and fractional Southwest 1/4 of Section 28	57.061	76077-W
West 1/2 of Northwest 1/4 of Section 28	32.375	82157-N
East 1/2 of Northwest 1/4, fractional East 1/2 of Southeast 1/4, Southwest 1/4, East 1/2 of Northeast 1/4, Section 29	151.758	76077-W
Southwest 1/4, West 1/2 of Northwest 1/4, Section 30	97.125	76078-W
Southeast 1/4, Section 30	64.750	353913-I
West 1/2, Section 31	129.500	76078-W
Northeast 1/4 of Southwest 1/4, Section 32	16.187	353914-I
West 1/2 of Southwest 1/4, South 1/2 of Southeast 1/4 and Northwest 1/4 of Southeast 1/4 of Section 32 (except Plan 510 R/W)	79.926	76077-W
Fractional South 1/2 of Section 33	26.305	77077-W
<b>Sub Total</b>	<b><u>1 329.033</u></b>	

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 28, Plan 691E	Comox	3 304.480	76101-W
Block 29, Plan 691F lying south of Plan 206 R/W (except Plan 509 R/W)	Comox	3 534.593	76082-W
Lot 2 of Block 29, Plan 4126	Comox	7.689	93167-N
Lot 3 of Block 29, Plan 4126	Comox	3.128	332270-I
Lot 4 of Block 29, Plan 4126	Comox	4.148	93167-N
Lot 3 of Block 29, Plan 3431	Comox	24.318	353906-I
Lot 4 of Block 29, Plan 3431	Comox	7.471	353906-I

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Parcel B (D.D. 16307-N) of Block 29, Plan 691-F	Comox	2.833	66582-W
Parcel C (D.D. 16313-N) of Block 29, Plan 691-F to be known hereafter as Parcel D of said block	Comox	1.004	66583-W
Parcel C (D.D. 71309-N) of Block 29, Plan 691-F	Comox	40.880	93166-N
Block 76, Plan D.D. 3041	Comox	872.910	76071-W
That pt. Bk. 94, shown outlined in green on Plan 408-R	Comox	505.859	76083-W
That part of Block 94, shown outlined in red on said Plan 326-R and marked with letter "B"	Comox	48.562	76084-W
Parcel A, (D.D. 13528-N) of Blocks 94 and 150	Comox	243.622	353916-F
Those parts of Blocks 94 and 151, marked "A" and outlined in green on Plan 326-R	Comox	325.773	76084-W
Those parts of Blocks 94 and 151 outlined in brown on Plan 326-R and marked with the letter "C"	Comox	291.375	76084-W
Block 150, as shown outlined in brown on Plan 408-R	Comox	424.921	76117-W
Block 151, as shown on Plan 408-R (except part shown on Plan 326-R)	Comox	1 764.435	76070-W
Block 426	Comox	40.469	76085-W
Block 597	Comox	268.307	76066-W
Block 598	Comox	522.451	76066-W

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 599	Comox	288.947	76113-W
Block 695	Comox	2 103.968	353882-I
That part of Lot A of Lot 135, Plan 1945, lying to the southwest of Plan 744 R/W	Comox	31.647	373838-I
Section 81 (except Parcel A, D.D. 15319-N)	Comox	<u>62.241</u>	66584-W
<b>Sub Total</b>		<b><u>14 726.031</u></b>	

<b><u>Summary Tsolum Block No. 13</u></b>		<b><u>Area in Hectares more or less</u></b>
A. Crown Grants		19 224.945
B. Timber Licences		<u>Nil</u>
<b>Sub Total</b>		<b><u>19 224.945</u></b>

**Comox Lake Block No. 14**

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 600	Comox	415.209	76116-W
Block 612	Comox	87.412	76115-W
Block 31	Nelson	65.559	353936-I
Block 32, Plan 691-H	Nelson	687.968	76086-W
Block 46	Nelson	1 007.671	76121-W
Block 92	Nelson	64.750	76102-W
Block 257	Nelson	49.372	76105-W
Block 314	Nelson	114.931	76072-W

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 315	Nelson	115.740	76073-W
Block 316	Nelson	74.867	76105-W
Block 318	Nelson	27.923	76105-W
Block 319	Nelson	90.650	76105-W
Block 320	Nelson	114.122	76105-W
Block 321	Nelson	89.436	353883-I
Block 423	Nelson	32.375	76102-W
Block 424	Nelson	54.228	76102-W
Block 425	Nelson	29.947	76073-W
Block 440	Nelson	12.141	76106-W
Block 441	Nelson	10.117	76108-W
Block 465	Nelson	14.164	76091-W
Block 466	Nelson	45.325	76106-W
Block 467	Nelson	24.281	76102-W
Block 580	Nelson	45.730	76102-W
Block 610	Nelson	70.820	76102-W
Block 613	Nelson	47.348	76106-W
Block 646	Nelson	194.654	353884-I
Block 749	Nelson	465.800	M104665
Block 750	Nelson	169.800	M104674
Block 806	Nelson	16.190	M104668
Block 807	Nelson	20.800	M104680
Block 1139	Nelson	32.910	M104677

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 239, (except 57.75 acres, more or less as shown outlined in red on Plan 140-R)	Nelson & Comox	653.266	76103-W
Block 254, D.D. 13669-N	Nelson	821.515	76104-W
Block 748	Nelson	1 557.000	M104671
Block 90	Newcastle	212.056	76105-W
Block 91	Newcastle	136.784	76105-W
That part Block 74, Plan 886	Newcastle & Nelson	<u>184.942</u>	76107-W
<b>Total</b>		<b><u>7 857.803</u></b>	

<b><u>Summary Comox Lake Block No. 14</u></b>	<b><u>Area in Hectares more or less</u></b>
A. Crown Grants	7 857.803
B. Timber Licences	<u>Nil</u>
<b>Sub Total</b>	<b><u>7 857.803</u></b>

**Nanaimo Lakes Block No. 15**

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 8, Plan 691-C	Dunsmuir	821.515	76065-W
Block 9, Plan 691-C	Dunsmuir	79.319	76093-W
Block 10, Plan 691-C	Dunsmuir	123.834	76057-W

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 11, Plan 691-C	Dunsmuir	100.767	76064-W
Block 58, Plan 789	Dunsmuir	101.172	76074-W
Block 61, Plan 789	Dunsmuir	64.750	76053-W
Block 63, Plan 789	Dunsmuir	98.339	76118-W
Block 64, Plan 789	Dunsmuir	256.167	76063-W
Block 65, Plan 789	Dunsmuir	202.344	76114-W
Block 66, Plan 789	Dunsmuir	445.560	76062-W
Block 67, Plan 789	Dunsmuir	238.765	76053-W
Block 68, Plan 789 (except that part shown outlined in red on Plan 1580-R)	Dunsmuir	607.362	353892-I
Block 86 shown coloured red on Plan deposited under D.D. 10249	Dunsmuir	303.515	353893-I
Block 601 (except 3.65 acres more or less as shown outlined in red on Plan 463 R/W)	Dunsmuir	2 002.533	353894-I
Block 627	Dunsmuir	1 703.328	353895-I
Block 628	Dunsmuir	477.126	76119-W
Block 629	Dunsmuir	352.887	353896-I
Block 635	Dunsmuir	190.608	76120-W
Block 671	Dunsmuir	69.606	76092-W
Block 672	Dunsmuir	176.848	76092-W
Block 673	Dunsmuir	2 392.105	353897-I
Block 696	Dunsmuir	2 193.404	J57322

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 713	Dunsmuir	2.833	353922-I
Block 809	Dunsmuir	8.543	M104683
Block 953	Dunsmuir	7.203	353923-I
Lot 10 (except part shown on Plan 842-R)	Dunsmuir	19.020	353917-I
Lot 12	Dunsmuir	14.897	353918-I
Block 589, Plan 789 (except 26.20, 6.42 acre portions as shown on Plan 403 R/W)	Douglas	373.275	76111-W
Part of Block 645 lying north of the northerly boundary of Plan 403 R/W	Dunsmuir	4.452	66603-W
Block 651 (except Plan 403 R/W)	Dunsmuir	661.445	353898-I
Lot 15, (except that part included within the boundaries of Plan 403 R/W)	Dunsmuir	<u>13.351</u>	353926-I
<b>Total</b>		<b><u>14 106.873</u></b>	

<b><u>Summary Nanaimo Lakes Block No. 15</u></b>		<b><u>Area in Hectares more or less</u></b>
A. Crown Grants		14 106.873
B. Timber Licences		<u>Nil</u>
<b>Sub Total</b>		<b><u>14 106.873</u></b>



**Ladysmith Block No. 16**

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 301	Bright	83.770	76097-W
Block 302	Bright	91.662	76097-W
Block 330	Bright	10.117	76097-W
Block 337	Bright	222.760	76098-W
Block 338	Bright	4.047	76097-W
Block 340	Bright	46.539	76097-W
Block 343 (except. part shown red on Plan 271 R/W)	Bright	114.785	76096-W
Block 345	Bright	43.775	76098-W
Block 346	Bright	40.469	76097-W
Block 405	Bright	33.136	76098-W
Block 406	Bright	16.592	76098-W
Block 407	Bright	14.747	76098-W
Block 511	Bright	30.352	76095-W
Block 518	Bright	50.991	76094-W
North part Lot 19 as described on Certificate of Title 353928-I	Bright	42.492	353928-I
Block 329	Bright, Douglas & Cowichan Lake	68.149	76097-W
Block 339	Bright & Cowichan Lake	46.539	76097-W

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Parcel A (D.D. 34630) north of Block 5, Plan 691	Bright & Oyster	161.065	353927-I
Block 427	Cowichan Lake	45.730	76079-W
Block 428	Cowichan Lake	309.181	76125-W
Block 473	Cowichan Lake	12.141	76047-W
Block 531	Cowichan Lake	30.352	76079-W
Block 541	Cowichan Lake	193.036	76124-W
Block 542	Cowichan Lake	89.031	76112-W
Block 581	Cowichan Lake	218.936	76079-W
Block 630	Cowichan Lake	194.250	76058-W
Block 643	Cowichan Lake	286.923	76123-W
Block 670	Cowichan Lake	812.207	76056-W
Block 710	Cowichan Lake	788.735	76052-W
Block 717	Cowichan Lake	503.431	353902-I
Block 727	Cowichan Lake	622.813	353903-I
Block 743	Cowichan Lake	32.375	76052-W
Block 47, Plan 789	Cowichan Lake & Bright	412.781	76131-W
Block 48, Plan 789	Cowichan Lake	64.750	76080-W
Block 49, Plan 789	Cowichan Lake & Bright	304.729	76080-W
Block 50, Plan 789	Cowichan Lake & Bright	243.622	76080-W
Block 51, Plan 789 (except 2.30 acres more or less outlined in red on Plan 649-R)	Cowichan Lake	399.709	76131-W

<b>A. <u>Crown Grants</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>	<b><u>Certificate of Title No.</u></b>
Block 992	Cowichan Lake, Oyster & Chemainus	3 724.660	J57338
Block 395	Douglas	1 260.600	76100-W
Block 631	Douglas	375.954	76099-W
Block 808	Douglas	54.633	J57332
Block 381	Oyster	47.915	76098-W
That part Lot 73 lying south and west of road shown on Plan 518R (except Parcel A, D.D. 8298N Plans 4361, 7166)	Oyster	14.905	353930-I
Lot 108, (except part shown outlined red on Plan 323R) and Lot 1, Plan 47290	Oyster	15.841	23181-W
Lot 122	Oyster	15.297	353930-I
Lot 123, as shown in red on Plan D.D. 5419N	Oyster	<u>14.387</u>	354475-I
<b>Total</b>		<b><u>12 210.911</u></b>	

<b><u>Summary Ladysmith Block No. 16</u></b>	<b><u>Area in Hectares more or less</u></b>
A. Crown Grants	12 210.911
B. Timber Licences	<u>Nil</u>
<b>Sub Total</b>	<b><u>12 210.911</u></b>

**Summary Bonanza Lake Block No. 17****A. Crown Grants**

Nil.

**B. Timber Licences**

<b><u>Timber Licence</u></b>	<b><u>Replaces Special Timber Licence</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>
T0008, Block 1	TL 45 <sup>P</sup> (Lot 900)	Rupert	4
T0008, Block 2	TL 75 <sup>P</sup> (Lot 903)	Rupert	45
T0008, Block 3	TL 77 <sup>P</sup> (Lot 905)	Rupert	6
T0008, Block 4	TL 79 <sup>P</sup> (Lot 907)	Rupert	50
T0008, Block 5	TL 80 <sup>P</sup> (Lot 908)	Rupert	17
T0008, Block 6	TL 81 <sup>P</sup> (Lot 909)	Rupert	98
T0008, Block 7	TL 1884 <sup>P</sup>	Rupert	166
T0008, Block 8	TL 1885 <sup>P</sup>	Rupert	233
T0008, Block 9	TL 2428 <sup>P</sup>	Rupert	228
T0008, Block 10	TL 2429 <sup>P</sup>	Rupert	212
T0008, Block 11	TL 4242 <sup>P</sup>	Rupert	3
T0008, Block 12	TL 5292 <sup>P</sup>	Rupert	14
T0008, Block 13	TL 5293 <sup>P</sup>	Rupert	150
T0008, Block 14	TL 5294 <sup>P</sup>	Rupert	259
T0008, Block 15	TL 5827 <sup>P</sup>	Rupert	0
T0008, Block 16	TL 5828 <sup>P</sup>	Rupert	<u>22</u>
<b>Total</b>			<b><u>1 507</u></b>

<b><u>Timber Licence</u></b>	<b><u>Replaces Special Timber Licence</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>
T0017, Block 1	TL 44 <sup>P</sup> (Lot 915)	Rupert	102
T0017, Block 2	TL 4239 <sup>P</sup>	Rupert	24
T0017, Block 3	TL 4240 <sup>P</sup>	Rupert	0

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0017, Block 4	TL 6749 <sup>P</sup> (Lot 578)	Rupert	34
T0017, Block 5	TL 6750 <sup>P</sup> (Lot 579)	Rupert	12
T0017 Block 6	TL 10115 <sup>P</sup> (Lot 581)	Rupert	28
T0017, Block 7	TL 10116 <sup>P</sup> (Lot 583)	Rupert	210
T0017, Block 8	TL 11571 <sup>P</sup> (Lot 580)	Rupert	<u>57</u>
<b>Total</b>			<b><u>467</u></b>

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0029, Block 1	TL 2678 <sup>P</sup>	Rupert	235
T0029, Block 2	TL 2679 <sup>P</sup>	Rupert	208
T0029, Block 3	TL 2680 <sup>P</sup>	Rupert	178
T0029, Block 4	TL 2914 <sup>P</sup>	Rupert	234
T0029, Block 5	TL 8644 <sup>P</sup>	Rupert	152
T0029, Block 6	TL 8645 <sup>P</sup>	Rupert	126
T0029, Block 7	TL 8646 <sup>P</sup>	Rupert	112
T0029, Block 8	TL 8647 <sup>P</sup>	Rupert	155
T0029, Block 9	TL 8648 <sup>P</sup>	Rupert	216
T0029, Block 10	TL 8649 <sup>P</sup>	Rupert	232
T0029, Block 11	TL 8650 <sup>P</sup>	Rupert	185
T0029, Block 12	TL 8651 <sup>P</sup>	Rupert	259
T0029, Block 13	TL 8652 <sup>P</sup>	Rupert	<u>227</u>
<b>Total</b>			<b><u>2 519</u></b>

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0038, Block 1	TL 6745 <sup>P</sup> (Lot 586)	Rupert	121
T0038, Block 2	TL 8637 <sup>P</sup> (Lot 585)	Rupert	40

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0038, Block 3	TL 8638 <sup>P</sup> (Lot 587)	Rupert	17
T0038, Block 4	TL 8639 <sup>P</sup>	Rupert	69
T0038, Block 5	TL 8640 <sup>P</sup> (Lot 594)	Rupert	102
T0038, Block 6	TL 8641 <sup>P</sup> (Lot 593)	Rupert	160
T0038, Block 7	TL 8642 <sup>P</sup> (Lot 590)	Rupert	92
T0038, Block 8	TL 8643 <sup>P</sup> (Lot 583)	Rupert	124
T0038, Block 9	TL 10112 <sup>P</sup> (Lot 584)	Rupert	41
T0038, Block 10	TL 10113 <sup>P</sup> (Lot 591)	Rupert	153
T0038, Block 11	TL 10114 <sup>P</sup> (Lot 592)	Rupert	123
T0038, Block 12	TL 10117 <sup>P</sup> (Lot 582)	Rupert	<u>148</u>
<b>Total</b>			<b><u>1 190</u></b>

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0049, Block 1	TL 6519 <sup>P</sup>	Rupert	180
T0049, Block 2	TL 6747 <sup>P</sup>	Rupert	130
T0049, Block 3	TL 8630 <sup>P</sup>	Rupert	9
T0049, Block 4	TL 8631 <sup>P</sup>	Rupert	212
T0049, Block 5	TL 8632 <sup>P</sup>	Rupert	15
T0049, Block 6	TL 10119 <sup>P</sup>	Rupert	68
T0049, Block 7	TL 10123 <sup>P</sup>	Rupert	78
T0049, Block 8	TL 10124 <sup>P</sup>	Rupert	<u>115</u>
<b>Total</b>			<b><u>807</u></b>

<u>Timber Licence</u>	<u>Rep. es Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0085, Block 1	TL 6746 <sup>P</sup>	Rupert	45
T0085, Block 2	TL 6748 <sup>P</sup>	Rupert	241
T0085, Block 3	TL 10118 <sup>P</sup>	Rupert	147
T0085, Block 4	TL 10120 <sup>P</sup>	Rupert	177
T0085, Block 5	TL 10121 <sup>P</sup>	Rupert	85
T0085, Block 6	TL 10122 <sup>P</sup>	Rupert	<u>13</u>
Total			<u>708</u>

<u>Summary Bonanza Lake Block No. 17</u>	<u>Area in Hectares more or less</u>
A. Crown Grants	Nil
B. Timber Licences	<u>7 198.000</u>
Sub Total	<u>7 198.000</u>

**Moresby Block No. 18**

**Area A**

<u>A. Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title No.</u>
Lot 1362	Queen Charlotte	<u>50.586</u>	55116-I 62112-I

**B. Timber Licences**

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0194, Block 1	PL 123 (Lot 825)	Queen Charlotte	146
T0194, Block 2	PL 127 (Lot 829)	Queen Charlotte	<u>251</u>
<b>Total</b>			<b><u>397</u></b>

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0206, Block 1	TL 2587 <sup>P</sup> (Lot 1360)	Queen Charlotte	61
T0206, Block 2	TL 2588 <sup>P</sup> (Lot 1356)	Queen Charlotte	5
T0206, Block 3	TL 2589 <sup>P</sup> (Lot 1361)	Queen Charlotte	31
T0206, Block 4	TL 2606 <sup>P</sup> (Lot 1338)	Queen Charlotte	230
T0206, Block 5	TL 2609 <sup>P</sup> (Lot 1337)	Queen Charlotte	84
T0206, Block 6	PL 111 (Lot 873)	Queen Charlotte	60
T0206, Block 7	PL 120 (Lot 822)	Queen Charlotte	212
T0206, Block 8	PL 121 (Lot 823)	Queen Charlotte	82
T0206, Block 9	PL 136 (Lot 839)	Queen Charlotte	81
T0206, Block 10	PL 138 (Lot 841)	Queen Charlotte	21
T0206, Block 11	PL 139 (Lot 842)	Queen Charlotte	20
T0206, Block 12	PL 140 (Lot 843)	Queen Charlotte	63
T0206, Block 13	PL 149 (Lot 852)	Queen Charlotte	<u>21</u>
<b>Total</b>			<b><u>971</u></b>

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0228, Block 1	PL 132 (Lot 835)	Queen Charlotte	7
T0228, Block 2	PL 133 (Lot 836)	Queen Charlotte	5
T0228, Block 3	PL 143 (Lot 846)	Queen Charlotte	<u>174</u>
<b>Total</b>			<b><u>186</u></b>



<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0250, Block 1	PL 141 (Lot 844)	Queen Charlotte	33
T0250, Block 2	PL 142 (Lot 845)	Queen Charlotte	154
T0250, Block 3	PL 150 (Lot 853)	Queen Charlotte	4
T0250, Block 4	PL 151 (Lot 854)	Queen Charlotte	18
T0250, Block 5	PL 152 (Lot 855)	Queen Charlotte	<u>6</u>
<b>Total</b>			<b><u>215</u></b>

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0264, Block 1	TL 1954 <sup>P</sup> (Lot 1324)	Queen Charlotte	259
T0264, Block 2	TL 1955 <sup>P</sup> (Lot 1325)	Queen Charlotte	237
T0264, Block 3	TL 2604 <sup>P</sup> (Lot 1339)	Queen Charlotte	259
T0264, Block 4	TL 2607 <sup>P</sup> (Lot 1336)	Queen Charlotte	148
T0264, Block 5	TL 2608 <sup>P</sup> (Lot 1335)	Queen Charlotte	<u>138</u>
<b>Total</b>			<b><u>1 041</u></b>

### **Area B**

<b>A. <u>Crown Grants</u></b>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title No.</u>
Lot 167	Queen Charlotte	64.750	B1021
Lot 2143	Queen Charlotte	34.641	B1015
Lot 2854	Queen Charlotte	<u>18.332</u>	B1014
<b>Total</b>		<b><u>117.723</u></b>	

**B. Timber Licences**

<b><u>Timber Licence</u></b>	<b><u>Replaces Special Timber Licence</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>
T0024, Block 1	PL 134	Queen Charlotte	177
T0024, Block 2	PL 135 (Lot 838)	Queen Charlotte	108
T0024, Block 3	PL 148 (Lot 851)	Queen Charlotte	241
T0024, Block 4	PL 184 (Lot 898)	Queen Charlotte	<u>259</u>
<b>Total</b>			<b><u>785</u></b>

<b><u>Timber Licence</u></b>	<b><u>Replaces Special Timber Licence</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>
T0039, Block 1	PL 183 (Lot 891)	Queen Charlotte	22
T0039, Block 2	PL 186 (Lot 903)	Queen Charlotte	<u>30</u>
<b>Total</b>			<b><u>52</u></b>

<b><u>Timber Licence</u></b>	<b><u>Replaces Special Timber Licence</u></b>	<b><u>Land District</u></b>	<b><u>Hectares more or less</u></b>
T0245, Block 1	PL 153 (Lot 856)	Queen Charlotte	178
T0245, Block 2	PL 154 (Lot 857)	Queen Charlotte	227
T0245, Block 3	PL 155 (Lot 858)	Queen Charlotte	259
T0245, Block 4	PL 156 (Lot 859)	Queen Charlotte	259
T0245, Block 5	PL 157 (Lot 860)	Queen Charlotte	259
T0245, Block 6	PL 158 (Lot 861)	Queen Charlotte	259
T0245, Block 7	PL 159 (Lot 862)	Queen Charlotte	203
T0245, Block 8	PL 160 (Lot 863)	Queen Charlotte	259
T0245, Block 9	PL 169 (Lot 876 <sup>A</sup> )	Queen Charlotte	146
T0245, Block 10	PL 170 (Lot 877 <sup>A</sup> )	Queen Charlotte	98
T0245, Block 11	PL 171 (Lot 878 <sup>A</sup> )	Queen Charlotte	31
T0245, Block 12	PL 172 (Lot 879 <sup>A</sup> )	Queen Charlotte	10

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0245, Block 13	PL 173 (Lot 880 <sup>A</sup> )	Queen Charlotte	92
T0245, Block 14	PL 174 (Lot 881 <sup>A</sup> )	Queen Charlotte	0
T0245, Block 15	PL 175 (Lot 882 <sup>A</sup> )	Queen Charlotte	77
T0245, Block 16	PL 176 (Lot 883 <sup>A</sup> )	Queen Charlotte	4
T0245, Block 17	PL 179 (Lot 887 <sup>A</sup> )	Queen Charlotte	205
T0245, Block 18	PL 180 (Lot 888 <sup>A</sup> )	Queen Charlotte	38
T0245, Block 19	PL 182 (Lot 890 <sup>A</sup> )	Queen Charlotte	19
T0245, Block 20	PL 185 (Lot 902)	Queen Charlotte	3
T0245, Block 21	PL 187 (Lot 904)	Queen Charlotte	159
T0245, Block 22	PL 188 (Lot 905)	Queen Charlotte	52
T0245, Block 23	PL 189 (Lot 906)	Queen Charlotte	259
T0245, Block 24	PL 190 (Lot 907)	Queen Charlotte	192
T0245, Block 25	PL 191 (Lot 939)	Queen Charlotte	<u>259</u>
<b>Total</b>			<b><u>3 547</u></b>

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0273, Block 1	PL 113 (Lot 894 <sup>A</sup> )	Queen Charlotte	137
T0273, Block 2	PL 114 (Lot 895 <sup>A</sup> )	Queen Charlotte	213
T0273, Block 3	PL 161 (Lot 864)	Queen Charlotte	192
T0273, Block 4	PL 162 (Lot 865)	Queen Charlotte	224
T0273, Block 5	PL 163 (Lot 866)	Queen Charlotte	69
T0273, Block 6	PL 164 (Lot 868)	Queen Charlotte	259
T0273, Block 7	PL 165 (Lot 869)	Queen Charlotte	259

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares more or less</u>
T0273, Block 8	PL 177 (Lot 884A)	Queen Charlotte	167
T0273, Block 9	PL 178 (Lot 885A)	Queen Charlotte	<u>0</u>
<b>Total</b>			<b><u>1 520</u></b>

**Summary Moresby Block No. 18**                      **Area in Hectares  
more or less**

**Area A**

A. Crown Grants	50.586
B. Timber Licences	<u>2 810.000</u>
<b>Sub Total</b>	<b><u>2 860.586</u></b>

**Area B**

A. Crown Grants	117.723
B. Timber Licences	<u>5 904.000</u>
<b>Sub Total</b>	<b><u>6 021.723</u></b>

**GRAND SUMMARY**

<b>TOTAL CROWN GRANTS</b>	<b>54 305.897</b>
<b>TOTAL TIMBER LICENCES</b>	<b><u>16 246.000</u></b>
<b><u>GRAND TOTAL</u></b>	<b><u>70 551.897</u></b>

## **SCHEDULE "B"**

### **Duncan Bay Tree Farm Licence**

#### **Tree Farm Licence Number 47**

All Crown lands not otherwise alienated within the areas outlined in bold black on the accompanying maps except Crown land reverted subsequent to 1971, 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.

#### **Hanson Island Block No. 1**

Commencing at a point on the natural boundary of Hanson Island on the northerly shore thereof, said point being the northeast corner of Lot 1620, Rupert Land District; thence in a general easterly, southerly, westerly, northerly and easterly direction along the natural boundaries of said Hanson Island on the northerly, easterly, southerly, westerly and northerly shores thereof, to the northwest corner of said Lot 1620; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 1620 to the northeast corner thereof, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

#### **West Cracroft Block No. 2**

##### **Area A**

Commencing at a point on the natural boundary of Forward Bay on the northerly shore thereof, said point being 80 metres south and 503 metres west of the southwest corner of Lot 1071, Range 1, Coast Land District; thence in a general westerly and southerly direction along the natural boundary of said Forward Bay on the northerly and westerly

shores thereof, to the natural boundary of Johnstone Strait on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Johnstone Strait on the northerly shore thereof to the easterly boundary of Lot 1751; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 1751 to the natural boundary of said Johnstone Strait on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Johnstone Strait on the northerly shore thereof to the natural boundary of Blackney Passage on the southerly shore thereof; thence in a general easterly direction along the natural boundary of Blackney and Baronet Passages on the southerly shores thereof to the westerly boundary of Lot 1833; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 1833 to the natural boundary of said Baronet Passage on the southerly shore thereof; thence in a general easterly direction along the natural boundaries of Baronet Passage and Clio Channel on the southerly shore thereof to the natural boundary of Potts Lagoon on the southwesterly shore thereof; thence in a general southeasterly direction along the natural boundary of said Potts Lagoon on the southwesterly shore thereof to the westerly boundary of Lot 700; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 700 to the natural boundary of said Potts Lagoon on a southerly shore thereof; thence north 102 metres, more or less, to the natural boundary of said Potts Lagoon on a northerly shore thereof; thence northerly following the easterly boundary of aforesaid Lot 700 290 metres; thence east 309 metres, more or less, to the natural boundary of aforesaid Potts Lagoon on the easterly shore thereof; thence in a general southerly direction along the natural boundary of said Potts Lagoon on the easterly shore thereof to a point being 476 metres north and 313 metres east of the southeast corner of aforesaid Lot 700 (being a point on the westerly boundary of cancelled Lot 598, formerly TL 4989P); thence south 1.458 kilometres (more or less, to the southwest corner of cancelled Lot 597, formerly TL 4988P); thence east 1.609 kilometres, more or less, to a point due

north of the northwest corner of aforesaid Lot 1071; thence south to the northwest corner of said Lot 1071; thence southerly along the westerly boundary of said Lot 1071 to the southwest corner thereof, being a point on the natural boundary of aforesaid Forward Bay on the northerly shore thereof; thence west 503 metres; thence south 80 metres to the point of commencement.

### **Area B**

Commencing at a point on the natural boundary of Clio Channel on the southerly shore thereof, said point being 1.221 kilometres north and 518 metres east of the northeast corner of Lot 1831, Range 1, Coast Land District (said point being on the easterly boundary of expired TL 12934P); thence south 1.663 kilometres (more or less, to the northerly boundary of cancelled Lot 598, expired TL 4989P); thence west 150 metres (more or less, to the northwest corner of said cancelled Lot 598, expired TL 4989P); thence south 672 metres, more or less, to the natural boundary of Potts Lagoon on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Potts Lagoon on the northeasterly shore thereof to the natural boundary of aforesaid Clio Channel on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Clio Channel of the southeasterly shore thereof to the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described areas.

### **Port Harvey Block (Cracroft Island) No. 3**

Commencing at the southwest corner of Lot 1304 Range 1, Coast Land District, being a point on the natural boundary of Lagoon Cove on the easterly shore thereof; thence easterly along the southerly boundary of said Lot 1304 to the southeast corner thereof;

thence northerly along the easterly boundaries of Lots 1304 and 1305 to the natural boundary of The Blow Hole Pass on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of The Blow Hole Pass on the southeasterly shore thereof to the natural boundary of Chatham Channel on the southwesterly shore thereof; thence in a general southeasterly and easterly direction along the natural boundary of said Chatham Channel on the southwesterly and southerly shores thereof to the natural boundary of Havannah Channel on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Havannah Channel on the westerly shore thereof to the natural boundary of Burial Cove on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Burial Cove on the northerly shore thereof to the easterly boundary of Lot 72; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 72 to the natural boundary of aforesaid Havannah Channel on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Havannah Channel on the northerly shore thereof to the natural boundary of Port Harvey on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Port Harvey on the easterly shore thereof to the southerly boundary of Indian Reserve No. 2 "Keecekiltum"; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 2 to the natural boundary of said Port Harvey on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Port Harvey on the easterly shore thereof to the southerly boundary of Lot 194; thence easterly and northerly along the southerly and easterly boundaries of said Lot 194 to the natural boundary of said Port Harvey on the southeasterly shore thereof; thence in a general northeasterly and westerly direction along the natural boundary of said Port Harvey on the southeasterly and northerly shores thereof to the easterly boundary of Lot 474; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 474 to the



natural boundary of Cracroft Inlet on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of Cracroft Inlet and Lagoon Cove on the easterly shores thereof to the southwest corner of aforesaid Lot 1304, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

**Boughey Bay Block No. 4**

Commencing at a point 83 metres south and 573 metres west of the northwest corner of Lot 576, Range 1, Coast Land District (said point also being the most westerly northwest corner of former TL 5626P); thence due south to the natural boundary of Port Neville on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Port Neville on the northwesterly shore thereof to the easterly boundary of Lot 205; thence northerly and westerly along the easterly and northerly boundaries of said Lot 205 to the northwest corner thereof; thence southerly along the westerly boundaries of Lots 205 and 203 to the natural boundary of Johnstone Strait on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Johnstone Strait on the northerly shore thereof to a point being 7.037 kilometres south and 37 metres east of the southeast corner of Indian Reserve No. 1 "Etsekin"; thence north 1.534 kilometres, more or less, to the natural boundary of an unnamed creek on the right bank thereof, said creek draining northerly into Boughey Bay on the southwesterly shore thereof; thence northerly along the natural boundary of said unnamed creek on the right bank thereof to the natural boundary of Boughey Bay on the southerly shore thereof; thence in a general northerly and easterly direction along the natural boundary of said Boughey Bay on the southerly and easterly shores thereof to a point being 3.395 kilometres south and 683 metres east of the southeast corner of

aforesaid Indian Reserve No. 1 "Etsekin"; thence north 47 degrees east 2.745 kilometres (more or less, to a point due west of the southwest corner of expired TL 2658P); thence east 5.063 kilometres; thence south 1.865 kilometres; thence east 604 metres, more or less, to the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described areas.

**Port Neville Block No. 5**

Commencing at a point on the natural boundary of Port Neville on the easterly shore thereof, said point being due west of the northeast corner of Lot 206, Range 1, Coast Land District; thence east to the northeast corner of said Lot 206; thence southerly along the easterly boundaries of Lots 206 and 207 to the southeast corner of said Lot 207; thence westerly along the southerly boundary of said Lot 207 to the natural boundary of Johnstone Strait on the northerly shore thereof; thence in a general easterly direction along the natural boundaries of Johnstone Strait and Sunderland Channel on the northerly shores thereof to the easterly boundary of Lot 547; thence northerly along the easterly boundary of said Lot 547 to the natural boundary of aforesaid Sunderland Channel on the northwesterly shore thereof; thence in a general westerly and northeasterly direction along the natural boundary of said Sunderland Channel on the northwesterly shore thereof to the easterly boundary of aforesaid Lot 547; thence northerly and westerly along the easterly and northerly boundaries of said Lot 547 to the northwest corner thereof (being a point on the easterly boundary of cancelled Lot 649, formerly TL 4656P); thence north 1.046 kilometres (more or less, to the most southerly southwest corner of former TL 12808P); thence east 805 metres; thence north 402 metres; thence south 86 degrees 35 minutes east 447 metres; thence north 402 metres; thence east 796 metres; thence north 425 metres (more or less, to the southerly boundary of cancelled Lot 650, formerly TL 7498P); thence

east 1.207 kilometres (more or less, to the southeast corner of said cancelled Lot 650, formerly TL 7498P); thence east 1.00585 kilometres; thence north 2.3604 kilometres (more or less, to the southerly boundary of former TL 13047P); thence east 1.0667 kilometres; thence north 250 metres, more or less, to a point due west of the southwest corner of Lot 1487A; thence east to the southwest corner of said Lot 1487A; thence northerly along the westerly boundaries of Lots 1487A and 955 to the southerly boundary of Lot 223; thence easterly along the southerly boundary of said Lot 223 to the natural boundary of Jackson Bay on the westerly shore thereof; thence in a general northerly and easterly direction along the natural boundary of said Jackson Bay on the westerly and northerly shores thereof to the most easterly southeast corner of Lot 221; thence northerly along the easterly boundaries of Lots 221 and 220 to the northeast corner of said Lot 220; thence north 69 degrees east 918 metres (more or less, to the northeast corner of cancelled Lot 659A); thence south 402 metres; thence east 1.857 kilometres; thence south 1.207 kilometres; thence east 805 metres, more or less, to the westerly boundary of Lot 974; thence southerly and easterly along the westerly and southerly boundaries of said Lot 974 to the natural boundary of Read Bay on the northerly shore thereof; thence in a general northeasterly and southerly direction along the natural boundary of said Read Bay on the northwesterly and easterly shores thereof to the natural boundary of Topaze Harbour on the northerly shore thereof; thence in a general easterly direction along the natural boundary of said Topaze Harbour on the northerly shore thereof to a point due south of the southeast corner of Lot 1839; thence north to the southeast corner of said Lot 1839; thence northerly along the easterly boundary of said Lot 1839 to the northeast corner thereof; thence westerly along the northerly boundary of said Lot 1839 394 metres (more or less, to a point due south of the southeast corner of cancelled Lot 656); thence north 160 metres (more or less, to the southeast corner of said cancelled Lot 656); thence west 905 metres; thence north 1.3665 kilometres (more or less, to a point due east of the northeast corner of said cancelled Lot 655, formerly TL 3045P); thence west 704

kilometres (more or less, to the northeast corner of said cancelled Lot 655, formerly TL 3045P); thence west 805 metres; thence north 1.988 kilometres (more or less, to the northerly boundary of cancelled Lot 660); thence west 269 metres (more or less, to the easterly boundary of cancelled Lot 658); thence north 181 metres; thence west 514 metres; thence north 398 metres (more or less, to the second most southerly southwest corner of Lot 1323, T0769 Block 16, formerly TL 10109, as plotted on Surveyor General Branch NAD27 Reference Map 92K.052); thence north 02 degrees east 805 metres; thence north 88 degrees west 409 metres; thence north 02 degrees east 402 metres; thence north 88 degrees west 198 metres (more or less, to the most westerly southwest corner of said Lot 1323, T0769 Block 16, formerly TL 10109, being a point on the northerly boundary of aforesaid cancelled Lot 658); thence west 1.009 kilometres (more or less, to the northwest corner of said cancelled Lot 658, also being angle corner "0" of cancelled Lot 76 thereof); thence south 402 metres; thence west 805 metres; thence north 805 metres; thence east 402 metres; thence north 306 metres; thence east 171 metres (more or less, to angle corner "8" of aforesaid cancelled Lot 76, also being the most easterly southeast corner of cancelled Lot 75); thence north 402 metres; thence north 45 degrees 08 minutes 26 seconds east 672 metres (more or less, to the most westerly southwest corner of Lot 1208, T0769 Block 17, formerly TL 11563, as plotted on Surveyor General Branch NAD27 Reference Map 92K.052); thence north 02 degrees 14 minutes 16 seconds east 402 metres (more or less, to the most westerly northwest corner of aforesaid Lot 1208, T0769 Block 17, formerly TL 11563); thence due north to the natural boundary of Tom Browne Lake on the southwesterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Tom Browne Lake on the southwesterly shore thereof to a point 4.624 kilometres north and 505 metres west of the northwest corner of Lot 669 (said point being on the southerly boundary of cancelled Lot 62); thence west 623 metres (more or less, to second most northerly northeast corner of cancelled Lot 75, known as angle corner "13"); thence west 1.609 kilometres; thence north 402 metres;

thence west 805 metres; thence south 402 metres; thence west 402 metres; thence south 1.006 kilometres; thence west 805 metres; thence north 201 metres; thence west 402 metres; thence north 604 metres (more or less, to the third most northerly northeast corner of aforesaid cancelled Lot 75, known as angle corner "23"); thence north 45 degrees west 1.609 metres; thence west 3.0175 kilometres; thence south 1.1399 kilometres (more or less, to a point due east of the northeast corner of former TL 7845P); thence west 920 metres (more or less, to the northeast corner of said former TL 7845P); thence due south to the natural boundary of Fulmore Lake on the northerly shore thereof; thence in a general easterly, southerly and westerly direction along the natural boundaries of said Fulmore Lake on the northerly, easterly and southerly shores thereof to a point being 3.7326 kilometres north and 2.410 kilometres west of the northwest corner of Lot 1786 (said point being the northwest corner of cancelled Lot 87); thence south 1.529 kilometres (more or less, to the southwest corner of said cancelled Lot 87); thence due east to a point due north of the northwest corner of aforesaid Lot 1786; thence south to the northwest corner of said Lot 1786; thence southerly and easterly along the westerly and southerly boundaries of said Lot 1786 to the southwest corner of Lot 1787; thence easterly along the southerly boundary of said Lot 1787 to the westerly boundary of Lot 4; thence southerly along the westerly boundary of said Lot 4 to the natural boundary of Port Neville on the northerly shore thereof; thence in a general northeasterly direction along the natural boundary of Port Neville on the northwesterly shore thereof to the southwest corner of Indian Reserve No. 4 "Harkhorn"; thence northerly, easterly, southerly, and westerly along the westerly, northerly, easterly and southerly boundaries of said Indian Reserve No. 4 to the natural boundary of aforesaid Port Neville on the easterly shore thereof; thence in a general southerly and easterly direction along the natural boundary of said Port Neville on the northerly shore thereof to the westerly boundary of Lot 214; thence northerly and easterly along the westerly and northerly boundaries of said Lot 214 to the northwest corner of Lot 215; thence easterly and southerly along the northerly and

easterly boundaries of said Lot 215 to the southwest corner of Lot 216; thence easterly along the southerly boundary of said Lot 216 546 metres; thence south 765 metres (more or less, to the second most northerly northwest corner of cancelled Lot 57, formerly TL 14040P); thence south 402 metres; thence west 805 metres; thence south 402 metres; thence west 805 metres; thence south 402 metres; thence west 402 metres; thence south 251 metres, more or less, to a point due east of the southeast corner of Lot 1525, Indian Reserve No. 6 "Hanatsa"; thence west to the southeast corner of said Lot 1525, Indian Reserve No. 6; thence westerly along the southerly boundary of said Lot 1525, Indian Reserve No. 6 to the natural boundary of aforesaid Port Neville on the easterly shore thereof; thence in a general southerly and westerly direction along the natural boundary of said Port Neville on the easterly and southerly shores thereof to a point due west of the northeast corner of aforesaid Lot 206, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

#### **Wellbore Channel Block No. 6**

##### **Area A**

Commencing at the northeast corner of Lot 954, Range 1, Coast Land District, being a point on the natural boundary of Topaze Harbour on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Topaze Harbour on the southerly and easterly shores thereof to a point 151 metres south and 332 metres west of the southeast corner of Lot 1840; thence east 332 metres; thence north 151 metres, more or less, to the southeast corner of said Lot 1840; thence east 339 metres, more or less, to the natural boundary of Heydon Lake on the westerly shore thereof; thence in a general southerly, easterly, northerly and westerly direction along the natural boundary of said Heydon Lake on the westerly, southerly, easterly and northerly shores

thereof to the natural boundary of said Heydon Bay Lake on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Heydon Bay Lake on the southeasterly shore thereof to the natural boundary of Heydon Creek on the right bank thereof; thence in a general northeasterly direction along the natural boundary of said Heydon Creek on the right bank thereof to a point due west of the southwest corner of Indian Reserve No. 2 "Hodayno"; thence east to the southwest corner of said Indian Reserve No. 2; thence easterly and northerly along the southerly and easterly boundaries of said Indian Reserve No. 2 to the natural boundary of Heydon Bay on the southerly shore thereof; thence in a general easterly and northeasterly direction along the natural boundary of said Heydon Bay on the southerly and southeasterly shores thereof to the natural boundary of Loughborough Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Loughborough Inlet on the westerly shore thereof to the natural boundary of Sidney Bay on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Sidney Bay on the northerly shore thereof to the easterly boundary of Lot 115; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 115 to the natural boundary of said Sidney Bay on the northerly shore thereof; thence in a general westerly, southerly and easterly direction along the natural boundary of said Sidney Bay on the northerly, westerly and southerly shores thereof to the westerly boundary of Lot 1462; thence southerly along the westerly boundaries of Lots 1462 and 1467 to the natural boundary of Beaver Inlet on the northerly shore thereof; thence in a general southwesterly, southeasterly and northeasterly direction along the natural boundary of said Beaver Inlet on the northwesterly, southwesterly and southeasterly shores thereof to the natural boundary of aforesaid Loughborough Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Loughborough Inlet on the westerly shore thereof to the natural boundary of Chancellor Channel on the northerly shore thereof; thence in a general westerly direction along the

natural boundary of said Chancellor Channel on the northerly shore thereof to the natural boundary of Wellbore Channel on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Wellbore Channel on the northeasterly shore thereof to the natural boundary of Forward Harbour on the southerly shore thereof; thence in a general easterly, northerly and westerly direction along the natural boundary of said Forward Harbour on the southerly, easterly and northerly shores thereof to the natural boundary of said Wellbore Channel on the easterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Wellbore Channel on the easterly shore thereof to the natural boundary of Bessborough Bay on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Bessborough Bay on the southerly and easterly shores thereof to the southerly boundary of Lot 704; thence easterly, northerly, westerly, southerly and easterly along the southerly, easterly, northerly, westerly and southerly boundaries of said Lot 704 to the natural boundary of said Bessborough Bay on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Bessborough Bay on the northerly shore thereof to the natural boundary of Sunderland Channel on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Sunderland Channel on the easterly shore thereof to the natural boundary of aforesaid Topaze Harbour on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Topaze Harbour on the southeasterly shore thereof to the northeast corner of aforesaid Lot 954, being the point of commencement.

#### **Area B**

Commencing at the southeast corner of Lot 1759, Range 1, Coast Land District, being a point on the natural boundary of Hardwicke Island on the southerly shore thereof; thence northerly and westerly along the easterly and northerly boundaries of said Lot 1759 to the



northeast corner of Lot 1760; thence westerly along the northerly boundary of said Lot 1760 to the northeast corner of Lot 1761; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1761 to the northeast corner of Lot 1762; thence westerly along the northerly boundaries of Lots 1762, 1763 and 1764 to the northwest corner of said Lot 1764; thence southerly along the westerly boundary of said Lot 1764 to the natural boundary of aforesaid Hardwicke Island on the southerly shore thereof; thence in a general westerly, northerly, easterly, southerly and westerly direction along the natural boundaries of said Hardwicke Island on the southerly, westerly, northerly, easterly and southerly shores thereof to the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described areas.

#### **Deer Lake Block No. 7**

Commencing at a point on the natural boundary of Loughborough Inlet on the easterly shore thereof, said point being 868 metres west and 17 metres north of the northeast corner of Lot 114, Range 1, Coast Land District; thence in a general northeasterly direction along the natural boundary of said Loughborough Inlet on the easterly shore thereof to the southwest corner of Lot 157; thence easterly along the southerly boundary of said Lot 157 to the southeast corner thereof; thence south 402 metres; thence south 45 degrees east 1.941 kilometres (more or less, to a point due west of the southwest corner of cancelled Lot 452, formerly TL 1088P); thence east 3.058 kilometres (more or less, to the southwest corner of said cancelled Lot 452, formerly TL 1088P); thence south 89 degrees 19 minutes 23 seconds east 1.609 kilometres (more or less, to the southeast corner of said cancelled Lot 452, formerly TL 1088P); thence south 2.494 kilometres (more or less, to the northerly boundary of former TL 9610P); thence east 1.851 kilometres; thence south 1.220 kilometres (more or less, to the northerly boundary of

former TL 12133P); thence east 402 metres; thence south 402 metres; thence east 402 metres; thence south 402 metres; thence east 364 metres, more or less, to the natural boundary of Phillips Arm on the westerly shore thereof; thence southerly along the natural boundary of said Phillips Arm on the westerly shore thereof to the natural boundary of Cordero Channel on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Cordero Channel on the northerly shore thereof to the southeast corner of Lot 575; thence northerly and westerly along the easterly and northerly boundaries of Lots 575 and 1551 to the easterly boundary of Indian Reserve No. 4 "Matlaten"; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 4 to the natural boundary of aforesaid Cordero Channel on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Cordero Channel on the northerly shore thereof to the natural boundary of aforesaid Loughborough Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Loughborough Inlet on the easterly shore thereof to the southwest corner of Lot 111A; thence easterly and northerly along the southerly and easterly boundaries of said Lot 111A to the southeast corner of Lot 112A; thence northerly along the easterly boundary of said Lot 112A to the southerly boundary of aforesaid Lot 114; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 114 to the northwest corner thereof, being a point due south of the point of commencement; thence north to said point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

**West Thurlow Block No. 8**

Commencing at a point on the natural boundary of Cordero Channel on the southerly shore thereof, said point being 1.4982 kilometres north and 1.7689 kilometres east of the northeast corner of Lot 20, Range 1, Coast Land District (also being the northeast corner of former TL 12798); thence south 1.9319 kilometres; thence east 101 metres (more or less, to the most easterly northeast corner of cancelled Lot 80); thence south 1.252 kilometres; thence east 249 metres; thence south 604 metres; thence west 1.826 kilometres (more or less, to the most northerly northeast corner of cancelled Lot 595, formerly TL 12840P); thence south 805 metres; thence west 129 metres; thence south 1.181 kilometres; thence west 805 metres, more or less, to the northeast corner of Lot 1871; thence southerly along the easterly boundary of said Lot 1871 to the natural boundary of Johnstone Strait on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Johnstone Strait on the northerly shore thereof to the southerly boundary of Lot 14; thence easterly, northerly, westerly, southerly, and easterly along the southerly, easterly, northerly, westerly, and southerly boundaries of said Lot 14 to the natural boundary of Knox Bay on the westerly shore thereof, also being a point on the natural boundary of aforesaid Johnstone Strait on the northerly shore thereof; thence in a general westerly and northerly direction along the natural boundary of said Johnstone Strait on the northerly shore thereof to the natural boundary of Chancellor Channel on the southerly shore thereof; thence in a general easterly direction along the natural boundary of Chancellor and Cordero Channels on the southerly shores thereof to the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

**Simmons Lake Block - (East Thurlow Island) No. 9**

Commencing at a point on the natural boundary of Cordero Channel on the southerly shore thereof, said point being 96 metres south and 445 metres west of the northeast corner of Lot 1872, Range 1, Coast Land District (being the most westerly southwest corner of former TL 10603P); thence east 1.250 kilometres; thence south 402 metres; thence east 402 metres; thence south 805 metres; thence east 1.471 kilometres, more or less, to the westerly boundary of Lot 1692; thence southerly along the westerly boundaries of Lots 1692 and 1685 to the southwest corner of said Lot 1685; thence due south to the natural boundary of Hemming Lake on the northerly shore thereof; thence in a general westerly, southerly and easterly direction along the natural boundary of said Hemming Lake on the northerly, westerly and southerly shores thereof to the northeast corner of Lot 1669; thence southerly along the easterly boundary of said Lot 1669 to the southeast corner thereof; thence westerly along the southerly boundary of said Lot 1669 to the southwest corner thereof; thence west 201 metres; thence south 201 metres; thence east 402 metres, more or less, to the westerly boundary of Lot 1670; thence southerly along the westerly boundary of said Lot 1670 to the northwest corner of Lot 1671; thence southerly along the westerly boundary of said Lot 1671 201 metres; thence east 402 metres; thence south 402 metres; thence east 915 metres, more or less, to the natural boundary of Nodales Channel on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Nodales Channel on the northwesterly shore thereof to the southeast corner of Lot 16; thence northerly, westerly, southerly and easterly along the easterly, northerly, westerly and southerly boundaries of said Lot 16 to the natural boundary of Johnstone Strait on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Johnstone Strait on the northerly shore thereof to the natural boundary of Mayne Passage on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Mayne Passage on the easterly shore thereof to the southwest corner of Lot 21; thence

easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 21 to the natural boundary of aforesaid Mayne Passage on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Mayne Passage on the easterly shore thereof to the natural boundary of aforesaid Cordero Channel on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Cordero Channel on the southerly shore thereof to the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

**Hemming Bay Block (East Thurlow Island) No. 10**

Commencing at the northwest corner of Lot 1901, Range 1, Coast Land District, being a point on the natural boundary of Cordero Channel on the southerly shore thereof; thence in a general southeasterly direction along the natural boundary of said Cordero Channel on the southerly shore thereof to the natural boundary of Nodales Channel on the westerly shore thereof; thence in a general southwesterly direction along the natural boundary of said Nodales Channel on the westerly shore thereof to the natural boundary of Hemming Bay on the northerly shore thereof; thence in a general northwesterly direction along the natural boundary of said Hemming Bay on the northerly shore thereof to the easterly boundary of Lot 440; thence northerly along the easterly boundary of said Lot 440 to the northeast corner thereof; thence northerly, easterly and northerly along the easterly, southerly and easterly boundaries of Lot 1678 to the northeast corner thereof; thence westerly along the northerly boundary of said Lot 1678 428 metres; thence north 737 metres; thence north 45 degrees east 1.609 kilometres (more or less, to the northerly boundary of cancelled Lot 22); thence east 805 metres (more or less, to the southwest corner of cancelled Lot 187); thence north 1.609 kilometres; thence east 1.609 kilometres,

more or less, to the westerly boundary of aforesaid Lot 1901; thence northerly along the westerly boundary of said Lot 1901 to the northwest corner thereof, also being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

**Sonora Island Block No. 11**

Commencing at a point on the natural boundary of Discovery Passage on the easterly shore thereof, said point being due west of the southwest corner of Lot 968, Sayward Land District; thence east to the southwest corner of said Lot 968; thence northerly along the westerly boundaries of Lots 968, 970 and 971 to the northwest corner of said Lot 971; thence easterly along the northerly boundaries of Lots 971 and 976 to the northeast corner of said Lot 976; thence east 3.100 kilometres (more or less, to the southeast corner of cancelled Lot 516, formerly TL 44337); thence north 1.609 kilometres; thence west 402 metres; thence north 402 metres; thence west 805 metres; thence due north to a point on the natural boundary of Young Passage on the southerly shore thereof (said point being the northeast corner of cancelled Lot 514, formerly TL 4321P); thence in a general easterly direction along the natural boundary of said Young Passage on the southerly shore thereof to the northwest corner of Lot 1139; thence southerly along the westerly boundary of said Lot 1139 to the southwest corner thereof; thence easterly along the southerly boundaries of Lots 1139, 1138 and 1137 to the westerly boundary of Lot 1136; thence southerly and easterly along the westerly and southerly boundaries of said Lot 1136 to the westerly boundary of Lot 1135; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 1135 to the natural boundary of Cameleon Harbour on the easterly shore thereof; thence in a general northerly and northwesterly direction along the natural boundary of said Cameleon Harbour on the

easterly and northeasterly shores thereof to the southerly boundary of Lot 1128; thence easterly and northerly along the southerly and easterly boundaries of said Lot 1128 to the most easterly northeast corner thereof; thence north 402 metres (more or less, to the most southerly southwest corner of cancelled Lot 674, formerly TL 12835P); thence east 2.012 kilometres (more or less, to the southeast corner of former TL 9495P); thence north 2.167 kilometres; thence west 1.609 kilometres; thence due south to a point due east of the northeast corner of Lot 1142; thence west to the northeast corner of said Lot 1142; thence southerly and westerly along the easterly and southerly boundaries of said Lot 1142 to the natural boundary of Thurston Bay on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Thurston Bay on the easterly shore thereof to the southwest corner of Lot 1189; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 1189 to the natural boundary of Nodales Channel on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Nodales Channel on the easterly shore thereof to the natural boundary of Cordero Channel on the southerly shore thereof; thence in a general southeasterly and easterly direction along the natural boundary of said Cordero Channel on the southwesterly and southerly shores thereof to a point 4.427 kilometres north and 1.721 kilometres east of the northeast corner of Lot 1143, said point being due south of Triangulation Station "DAV.11 Cordero," as shown on Surveyor General Branch NAD27 Reference Map 092K035, (said point also being a point on the easterly boundary of cancelled Lot 430, formerly TL 3938); thence south 787 metres; thence east 201 metres; thence south 805 metres; thence due east to the natural boundary of Yuculta Rapids on the westerly shore thereof; thence in a general southerly direction along the natural boundary of Yuculta Rapids and Calm Channel on the westerly shores thereof to the northeast corner of Indian Reserve No. 5 "Mushkin"; thence westerly along the northerly boundary of said Indian Reserve No. 5 to the northeast corner of Lot 1204 Indian Reserve No. 5A "Mushkin"; thence westerly, southerly and easterly along the northerly, westerly

and southerly boundaries of said Lot 1204 to the southwest corner of aforesaid Indian Reserve No. 5; thence easterly along the southerly boundary of said Indian Reserve No. 5 to the natural boundary of aforesaid Calm Channel on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Calm Channel on the westerly shore thereof to the natural boundary of Hole in the Wall Channel on the northerly shore thereof; thence in a general westerly and southwesterly direction along the natural boundary of said Hole in the Wall Channel on the northerly and northwesterly shores thereof to a point due south of the southeast corner of Lot 1094; thence due north to the southeast corner of said Lot 1094; thence northerly, westerly and northerly along the easterly, northerly and easterly boundaries of said Lot 1094 to the southerly boundary of Lot 1173; thence easterly and northerly along the southerly and easterly boundaries of Lots 1173 and 1174 to the natural boundary of Hyacinth Lake on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Hyacinth Lake on the southerly and easterly shores thereof to the westerly boundary of Lot 1134; thence northerly along the westerly boundary of said Lot 1134 to the southerly boundary of Lot 1176; thence easterly and northerly along the southerly and easterly boundaries of said Lot 1176 to the southeast corner of Lot 1145; thence northerly along the easterly boundaries of Lots 1145 and 1146 to the southwest corner of Lot 1148; thence easterly along the southerly boundaries of Lots 1148 and 1149 to the southeast corner of said Lot 1149; thence northerly along the easterly boundaries of Lots 1149 and 1143 to the northeast corner of said Lot 1143; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1143 to the northeast corner of aforesaid Lot 1148; thence westerly along the northerly boundary of said Lot 1148 to the northeast corner of Lot 1147; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1147 to the northerly boundary of aforesaid Lot 1146; thence westerly along the northerly boundary of said Lot 1146 to the northeast corner of Lot 1144; thence westerly and southerly along the northerly and westerly boundaries of Lots



1144 and 1184 to the natural boundary of Owen Bay on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Owen Bay on the westerly shore thereof to a point due east of the northeast corner of Lot 1095; thence west to the northeast corner of said Lot 1095; thence southerly along the easterly boundary of said Lot 1095 604 metres; thence due west to the natural boundary of St. Aubyn Creek on the left bank thereof; thence in a general southerly direction along the natural boundary of said St. Aubyn Creek on the left bank thereof to the natural boundary of Okisollo Channel on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Okisollo Channel on the northerly shore thereof to the natural boundary of Discovery Passage on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Discovery Passage on the easterly shore thereof to a point due west of the southwest corner of aforesaid Lot 968, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

#### **Quadra Island Block No. 12**

##### **Area A**

Commencing at the northeast corner of Lot 1152, Sayward Land District, being a point on the natural boundary of Plumper Bay, Discovery Passage, on the southerly shore thereof; thence in a general southeasterly, northerly and northwesterly direction along the natural boundary of said Plumper Bay on the southwesterly, easterly and northerly shores thereof to the natural boundary of said Discovery Passage on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Discovery Passage on the easterly shore thereof to a point 1.192 kilometres north and 3.033 kilometres west of the southwest corner of Lot 496; thence south 139 metres; thence east 453 metres; thence

south 84 degrees east 213 metres, more or less, to the natural boundary of Kanish Bay on the southerly shore thereof; thence in a general easterly direction along the natural boundary of Kanish and Granite Bays on the southerly shores thereof to the westerly boundary of aforesaid Lot 496; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 496 to the natural boundary of said Granite Bay on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Granite Bay on the southerly and easterly shores thereof to the westerly boundary of Lot 367; thence southerly, easterly, northerly, westerly and southerly along the westerly, southerly, easterly, northerly and westerly boundaries of said Lot 367 to the natural boundary of said Granite Bay on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Granite Bay on the northeasterly shore thereof to the natural boundary of aforesaid Kanish Bay on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Kanish Bay on the easterly shore thereof to the natural boundary of Small Inlet on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Small Inlet on the southerly shore thereof to the westerly boundary of Lot 27; thence southerly along the westerly boundary of said Lot 27 to the southwest corner thereof; thence easterly and northerly along the southerly and easterly boundaries of Lots 27, 22 and 25 to the natural boundary of Waiatt Bay on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Waiatt Bay on the southerly shore thereof to the natural boundary of Okisollo Channel on the westerly shore thereof; thence in a general southeasterly direction along the natural boundary of said Okisollo Channel on the westerly shore thereof to the westerly boundary of Lot 423; thence southerly and easterly along the westerly and southerly boundaries of said Lot 423 to the natural boundary of said Okisollo Channel on the westerly shore thereof; thence in a general southeasterly direction along the natural boundary of said Okisollo Channel on the westerly shore thereof to the natural boundary of Hoskyn

Channel on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Hoskyn Channel on the westerly shore thereof to a point due east of the northerly limit of Surge Narrows Road, said point being 1.305 kilometres east 376 metres south of the southwest corner of Lot 259; thence west to the northerly limit of said Surge Narrows Road; thence in a general westerly and southwesterly direction along the northerly and westerly limits of said Surge Narrows Road to a point 148 metres east and 268 metres south of the northwest corner of Lot 247; thence due west to the natural boundary of Main Lake on the easterly shore; thence in a general northwesterly direction along the natural boundary of said Main Lake on the northeasterly shore thereof to the easterly boundary of Lot 254; thence northerly along the easterly boundary of said Lot 254 to the northeast corner thereof; thence westerly along the northerly boundary of said Lot 254 639 metres; thence north 121 metres; thence due west to the natural boundary of aforesaid Main Lake on the easterly shore thereof; thence in a general northerly and westerly direction along the natural boundary of said Main Lake on the easterly and northerly shores thereof to the easterly boundary of Lot 990; thence northerly along the easterly boundary of said Lot 990 to the southeast corner of Lot 983; thence northerly and westerly along the easterly and northerly boundaries of said Lot 983 to the natural boundary of Clear Lake on the easterly shore thereof; thence in a general northerly, westerly, southerly, easterly and northerly direction along the natural boundary of said Clear Lake on the easterly, northerly, westerly, southerly and easterly shores thereof to the southerly boundary of aforesaid Lot 983; thence easterly along the southerly boundary of said Lot 983 to the westerly boundary of aforesaid Lot 990; thence southerly along the westerly boundary of said Lot 990 to the natural boundary of aforesaid Main Lake on the northerly shore thereof; thence in a general southwesterly direction along the natural boundary of said Main Lake on the northwesterly shore thereof to the natural boundary of Shadow Brook on the left bank thereof; thence in a general westerly direction along the natural boundary of said Shadow Brook on the left bank thereof to the easterly boundary

of Lot 1258; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 1258 to the natural boundary of aforesaid Shadow Brook on the left bank thereof; thence in a general westerly direction along the natural boundary of said Shadow Brook on the left bank thereof to the natural boundary of Little Main Lake on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Little Main Lake on the northerly shore thereof to the easterly boundary of Lot 1260; thence northerly westerly, southerly and easterly along the easterly, northerly, westerly and southerly boundaries of said Lot 1260 to the natural boundary of aforesaid Little Main Lake on the westerly shore thereof; thence in a general southerly and easterly direction along the natural boundary of said Little Main Lake on the westerly and southerly shores thereof to the westerly boundary of Lot 1257; thence southerly and easterly along the westerly and southerly boundaries of said Lot 1257 to the natural boundary of Stramberg Creek on the left bank thereof; thence in a general southerly direction along the natural boundary of said Stramberg Creek on the left bank thereof to the natural boundary of Stramberg Lake on the northerly shore thereof; thence in a general southerly direction along the natural boundary of said Stramberg Lake on the westerly shore thereof to the northerly boundary of Lot 1282; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1282 to the northerly boundary of Lot 1287; thence westerly along the northerly boundary of said Lot 1287 to the northeast corner of Lot 1285; thence in a general southerly direction along the easterly boundaries of said Lots 1285, 1286, 1290, 1291, 1295, 1296, 1300, 1301, 1305, 1306, 1309 and 1310 to the northerly limit of Bold Point Road; thence in a general northeasterly direction along the northerly limit of said Bold Point Road to the natural boundary of an unnamed creek on the right bank thereof, said unnamed creek draining southerly into Open Bay at a point on the southerly boundary of Indian Reserve No. 8 "Open Bay"; thence in a general southeasterly direction along the natural boundary of said unnamed creek on the right bank thereof to the southerly boundary of Lot 6; thence westerly along the southerly

boundary of said Lot 6 to the easterly boundary of Lot 641; thence southerly along the easterly boundary of said Lot 641 to the southeast corner thereof; thence westerly along the northerly boundaries of Lots 137 and 136 to the northwest corner of said Lot 136; thence southerly along the westerly boundary of said Lot 136 to the southwest corner thereof; thence easterly along the southerly boundary of said Lot 136 to the easterly boundary of the west half of Lot 224; thence southerly along the easterly boundaries of the west halves of Lots 224 and 218 to the southeast corner of the northwest quarter of said Lot 218; thence westerly along the southerly boundaries of the north halves of Lots 218, 219 and 220 to the southwest corner of the northeast quarter of said Lot 220; thence northerly along the westerly boundary of the northeast quarter of said Lot 220 402 metres; thence due west to the natural boundary of Discovery Passage on the easterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Discovery Passage on the easterly shore thereof to the southerly boundary of Lot 165; thence easterly along the southerly boundary of said Lot 165 to the southeast corner thereof; thence northerly along the easterly boundary of said Lot 165 805 metres; thence due east to the easterly boundary of Lot 166; thence northerly along the easterly boundary of said Lot 166 to the natural boundary of Morte Lake on the southwesterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Morte Lake on the westerly shore thereof to the northerly boundary of said Lot 166; thence westerly along the northerly boundary of said Lot 166 to the northwest corner thereof; thence southerly and westerly along the easterly and southerly boundaries of Lot 178 to the southwest corner thereof; thence due west to the natural boundary of Saltwater Lagoon on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Saltwater Lagoon on the easterly shore thereof to a point due west of the most southerly southwest corner of Block D of Lot 811; thence east to the most southerly southwest corner of said Block D; thence easterly, northerly, westerly and southerly along the southerly, easterly, northerly and westerly boundaries of said Block D to the most

westerly southwest corner thereof; thence due west to the natural boundary of aforesaid Saltwater Lagoon on the northerly shore thereof; thence in a general southwesterly direction along the natural boundary of said Saltwater Lagoon on the northwesterly shore thereof to a point due west of the southwest corner of aforesaid Lot 178; thence due west to a point due south of the southwest corner of Lot 13; thence due north to the southerly boundary of Lot 1152<sup>A</sup>; thence westerly along the southerly boundary of said Lot 1152<sup>A</sup> to the natural boundary of Seymour Narrows on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Seymour Narrows on the easterly shore thereof to the natural boundary of aforesaid Plumper Bay on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Plumper Bay on the southerly shore thereof to the northeast corner of aforesaid Lot 1152, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

#### **Area B**

Commencing at the northeast corner of Sub Lot 1 of Lot 114, Sayward Land District, being a point on the natural boundary of Okisollo Channel on the westerly shore thereof; thence westerly and southerly along the northerly and westerly boundaries of said Sub Lot 1 of Lot 114 to the southwest corner thereof; thence southerly along the westerly boundary of Lot 419 to the northerly boundary of Lot 25; thence westerly and southerly along the northerly and westerly boundaries of Lots 25 and 22 to the natural boundary of Small Inlet on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Small Inlet on the northwesterly shore thereof to the natural boundary of Kanish Bay on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of Kanish Bay and Discovery Passage

on the northeasterly shores thereof to the natural boundary of aforesaid Okisollo Channel on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Okisollo Channel on the southerly shore thereof to the westerly boundary of Lot 32; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 32 to the natural boundary of Chonat Lake on the southerly shore thereof; thence in a general westerly, northerly and easterly direction along the natural boundary of said Chonat Lake on the southerly, westerly and northerly shores thereof to the easterly boundary of said Lot 32; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 32 to the natural boundary of Chonat Bay on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Chonat Bay on the northerly shore thereof to the natural boundary of aforesaid Okisollo Channel on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Okisollo Channel on the southerly shore thereof to the westerly boundary of Lot 1104; thence southerly, easterly, northerly, westerly and northerly along the westerly, southerly, easterly, northerly and easterly boundaries of said Lot 1104 to the natural boundary of said Okisollo Channel on the southerly shore thereof; thence in a general easterly and southerly direction along the natural boundary of said Okisollo Channel on the southerly and westerly shores thereof to the northeast corner of Sub Lot 1 of aforesaid Lot 114, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

**Tsolum Block No. 13**

Fractional northwest quarter of the southwest quarter and fractional northwest quarter of Section 8, Township 4.

**Comox Lake Block No. 14**

Nil.

**Nanaimo Lakes Block No. 15**

Nil.

**Ladysmith Block No. 16**

Nil.

**Bonanza Lake Block No. 17**

Commencing at the southeast corner of Lot 2, Rupert Land District; thence northerly along the easterly boundary of said Lot 2 to the southerly boundary of Lot 350; thence easterly and northerly along the southerly and easterly boundaries of said Lot 350 to the southerly boundary of Lot 79; thence easterly along the southerly boundary of said Lot 79 to the southeast corner thereof; thence south 4.228 kilometres, more or less, to a point on a line bearing north 45 degrees west from a tie point, said tie point being 1.727 kilometres east and 5.955 kilometres south of the southeast corner of aforesaid Lot 79 (said tie point being the northwest corner of Lot 583, T0017 Block 7, formerly TL 10116P); thence south 45 degrees east to said tie point; thence north 89 degrees 30 minutes east 805 metres; thence south 00 degrees 32 minutes east 971 metres (more or less, to the northwest corner of Lot 706, T0029 Block 12, formerly TL 8651P); thence north 89 degrees 26 minutes east 4.863 kilometres (more or less, to the northeast corner of T0029 Block 4, formerly TL 2914P); thence south 00 degrees 35 minutes east 578 metres, more or less, to a point on the northerly boundary of the watershed of Kokish River; thence in a general easterly and southerly direction along the northerly and easterly boundaries of the watershed of said Kokish River to the westerly boundary of Tsitika Mountain Ecological Reserve, OIC 1179, ordered and approved August 10, 1989; thence in a general southerly



direction along the westerly boundary of said Tsitika Mountain Ecological Reserve and the easterly boundary of the watershed of said Kokish River to the easterly boundary of the watershed of Bonanza River; thence in a general southerly and westerly direction along the easterly and southerly boundaries of the watershed of said Bonanza River to a point 2.109 kilometres south and 10.978 kilometres east of the southeast corner of Lot 1165; thence north 00 degrees 02 minutes east 250 metres (more or less, to the northeast corner of TL 6518P); thence north 89 degrees 59 minutes west 325 metres, more or less, to the easterly boundary of the watershed of Steele Creek; thence in a general northwesterly direction along the easterly boundary of the watershed of said Steele Creek to a point 1.627 kilometres south and 9.768 kilometres east of the southeast corner of aforesaid Lot 1165; thence north 00 degrees 05 minutes east 232 metres (more or less, to the northeast corner of former TL 6517P); thence north 89 degrees 55 minutes west 3.239 kilometres; thence north 00 degrees 12 minutes west 317 metres; thence south 89 degrees 56 minutes west 199 metres, more or less, to the westerly boundary of the watershed of aforesaid Steele Creek; thence in a general northerly direction along the westerly boundaries of the watersheds of Steele Creek, Bonanza Lake and Bonanza River to a point 274 metres north and 5.449 kilometres east of the southeast corner of Lot 1174; thence west 397 metres; thence north 88 degrees 59 minutes west 1.609 kilometres (more or less, to the southwest corner of T0008 Block 8, formerly TL 1885P); thence south 01 degree west 1.588 kilometres; thence north 89 degrees west 3.217 kilometres; thence north 00 degrees 59 minutes east 9.634 kilometres; thence south 88 degrees 59 minutes east 402 metres; thence north 00 degree 50 minutes east 843 metres; thence south 87 degrees 50 minutes east 815 metres (more or less, to the southeast corner of Lot 891, T0128, formerly TL 681P); thence north 01 degree 34 minutes east 131 metres; thence north 52 degrees east in a straight line to a point due west of the southwest corner of Lot 349; thence east to the southwest corner of said Lot 349; thence easterly along the southerly boundaries of Lots 349 and 133 to the southeast corner of said Lot 133; thence

northerly along the easterly boundary of said Lot 133 to the southerly boundary of Lot 1; thence easterly along the southerly boundaries of Lots 1 and 134 to the southeast corner of said Lot 134; thence northerly along the easterly boundary of said Lot 134 255 metres; thence east 20 metres; thence north 30 degrees east 221 metres; thence due west to the easterly boundary of aforesaid Lot 134; thence northerly along the easterly boundary of said Lot 134 to the southerly boundary of Lot 348; thence easterly along the southerly boundary of said Lot 348 to the southwest corner of aforesaid Lot 2; thence easterly along the southerly boundary of said Lot 2 to the southeast corner thereof, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

**Moresby Block No. 18**

**Area A**

Commencing at a point due north of the most westerly northwest corner of Lot 4, Queen Charlotte Land District, being a point on the natural boundary of Alliford Bay of Skidegate Inlet on the southerly shore thereof; thence south to the northwest corner of said Lot 4; thence southerly along the westerly boundary of said Lot 4 to the southwest corner thereof; thence easterly and southerly along the northerly and easterly boundaries of Lot 2817 to the southeast corner thereof; thence south 89 degrees 20 minutes 48 seconds east 810 metres (more or less, to the northeast corner of Lot 846, T0228 Block 5, formerly TL 10330P); thence south 01 degree 16 minutes 02 seconds west 1.627 kilometres; thence north 89 degrees 30 minutes 31 seconds west 1.619 kilometres (more or less, to the southwest corner of said Lot 846, T0228 Block 5 formerly TL 10330P); thence north 01 degree 16 minutes 02 seconds east 302 metres (more or less, to the most northerly northeast corner of Lot 918, T0315 Block 4, formerly TL 1931P); thence north

89 degrees 30 minutes 25 seconds west 879 metres (more or less, to the northeast corner of Lot 917, T0315 Block 3, formerly TL 1930P); thence south 89 degrees 28 minutes 37 seconds west 819 metres; thence north 88 degrees 25 minutes 15 seconds west 816 metres; thence south 01 degree 57 minutes 40 seconds west 1.609 kilometres (more or less, to the southwest corner of aforesaid Lot 917, T0315 Block 3, formerly TL 1930P); thence north 88 degrees 19 minutes 59 seconds west 199 metres (more or less, to the northwest corner of Lot 908, T0315 Block 1, formerly TL 1921P); thence south 00 degrees 52 minutes 55 seconds east 1.670 kilometres; thence north 89 degrees 52 minutes 53 seconds east 1.618 kilometres (more or less, to the southwest corner of Lot 909, T0315 Block 2, formerly TL 1922P); thence south 89 degrees 58 minutes 43 seconds east 1.608 kilometres (more or less, to the northeast corner of Lot 845, T0250 Block 2, formerly TL 10320P); thence south 01 degree 16 minutes 02 seconds west 3.254 kilometres (more or less, to the southeast corner of Lot 855, T0250 Block 5, formerly TL 10339P); thence north 89 degrees 52 minutes 10 seconds west 6.425 kilometres (more or less, to the southwest corner of Lot 852, T0206 Block 13, formerly TL 10336P); thence west 2.187 kilometres (more or less, to a point due north of the northeast corner of Lot 1322, T0087, formerly TL 1953P); thence south 880 metres (more or less, to the northeast corner of said Lot 1322, T0087 formerly TL 1953P); thence north 89 degrees 51 minutes 19 seconds west 806 metres; thence south 00 degrees 07 minutes 48 seconds west 1.499 kilometres; thence south 01 degree 31 minutes 02 seconds east 1.757 kilometres (more or less, to the southwest corner of said Lot 1322, T0087, formerly TL 1953P); thence south 88 degrees 49 minutes 29 seconds west 3.230 kilometres (more or less, to the southwest corner of Lot 1335, T0264 Block 5, formerly TL 2608P); thence south 01 degree 08 minutes 06 seconds west 201 metres (more or less, to the southeast corner of Lot 1336, T0264 Block 4, formerly TL 2607P); thence south 88 degrees, 49 minutes 13 seconds west 3.358 kilometres (more or less, to the northwest corner of Lot 1340, T0176, formerly TL 2394P); thence south 01 degree 20 minutes 35 seconds east 1.609 kilometres

(more or less, to the southwest corner of said Lot 1340, T0176, formerly TL 2394P); thence north 88 degrees 39 minutes 24 seconds east 280 metres, more or less, to the westerly boundary of the watershed of Mosquito Lake; thence in a general southerly direction along the westerly boundary of the watershed of said Mosquito Lake to the southwesterly boundary of the watershed of Deena Creek; thence in a general northwesterly direction along the southwesterly boundary of the watershed of said Deena Creek to a point 6.402 kilometres south and 8.701 kilometres west of the northwest corner of Indian Reserve No. 3 "Deena"; thence west 236 metres; thence north 2.977 kilometres; thence north 60 degrees west 39 metres, more or less, to the southerly boundary of the watershed of Skidegate Channel; thence in a general westerly direction along the southerly boundary of the watershed of said Skidegate Channel to the westerly boundary of the watershed of an unnamed creek, said unnamed creek flowing northerly into aforesaid Skidegate Channel on the southerly shore thereof at a point 1.528 kilometres south and 1.105 kilometres west of triangulation station "Twixt", NAD83 coordinates: 53 degrees 08 minutes 47.748508 seconds latitude and 132 degrees 19 minutes 58.601979 seconds longitude, NAD27 coordinates: 53 degrees 08 minutes 48.6938 seconds latitude and 132 degrees 19 minutes 52.4085 seconds longitude; thence in a general northerly direction along the westerly boundary of the watershed of said unnamed creek to a point 2.637 kilometres south and 2.482 kilometres west of said triangulation station "Twixt" (said point being the southwest corner of Lot 829, T0194, Block 2, cancelled TL 5860); thence north 1.135 kilometres, more or less, to the natural boundary of aforesaid Skidegate Channel on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Skidegate Channel on the southerly shore thereof to the westerly boundary of Lot 1363; thence southerly along the westerly boundary of said Lot 1363 to the northerly boundary of aforesaid Indian Reserve No. 3 "Deena"; thence westerly, and southerly along the northerly and westerly boundaries of said Indian Reserve No. 3 to the natural boundary of aforesaid Skidegate Channel on

the westerly shore thereof; thence in a general southerly, easterly and northeasterly direction along the natural boundary of said Skidegate Channel on the westerly, southerly and southeasterly shores thereof to the natural boundary of aforesaid Alliford Bay on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Alliford Bay on the southerly shore thereof to a point due north of the most westerly northwest corner of aforesaid Lot 4, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

#### **Area B**

Commencing at a point on the natural boundary of Skidegate Inlet on the southerly shore thereof, said point being 136 metres south and 3.577 kilometres west of the southwest corner of Lot 165, Queen Charlotte Land District (also being a point on the westerly boundary of Lot 838, T0024 Block 2, formerly TL 5869); thence in a general northerly and easterly direction along the natural boundary of said Skidegate Inlet on the southerly shore thereof to the westerly boundary of said Lot 165; thence southerly and easterly along the westerly and southerly boundaries of Lots 165 and 166 to the most westerly southwest corner of Lot 2144; thence northerly along the westerly boundaries of Lots 2144 and 2143 to the southerly boundary of Lot 162; thence easterly along the southerly boundary of said Lot 162 to the westerly boundary of Lot 160; thence southerly and easterly along the westerly and southerly boundaries of Lots 160 and 164 to the most southerly southeast corner of said Lot 164; thence northerly and easterly along the easterly and southerly boundaries of said Lot 164 to the southwest corner of Lot 2145; thence easterly along the southerly boundary of said Lot 2145 to the northwest corner of Lot 1317; thence southerly and easterly along the westerly and southerly boundaries of said Lot 1317 to the natural boundary of Hecate Strait on the westerly shore thereof; thence in

a general southerly direction along the natural boundary of said Hecate Strait on the westerly shore thereof to the natural boundary of Copper Bay on the northerly shore thereof; thence in a general westerly and southerly direction along the natural boundary of said Copper Bay on the northerly and westerly shores thereof to a point due east of the most northerly northeast corner of Indian Reserve No. 6 "Kaste"; thence west to the most northerly northeast corner of said Indian Reserve No. 6; thence westerly, southerly, easterly and northerly along the northerly, westerly, southerly and easterly boundaries of said Indian Reserve No. 6 to the natural boundary of said Copper Bay on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Copper Bay on the southerly shore thereof to the natural boundary of aforesaid Hecate Strait on the southerly shore thereof; thence in a general easterly and southerly direction along the natural boundary of said Hecate Strait on the southerly and westerly shores thereof to a point 1.426 kilometres south and 311 metres east of the northwest corner of Lot 2855; thence south 184 metres, more or less, to the southeast corner of said Lot 2855; thence westerly along the southerly boundary of said Lot 2855 to the southwest corner thereof; thence north 88 degrees west 163 metres, more or less, to the westerly limit of an unnamed trail; thence in a general northwesterly direction along the westerly limit of said unnamed trail to a point on the southerly limit of an unnamed secondary road (said unnamed secondary road running westerly between Gray Bay and Copper Creek) said point being 248 metres west and 1.201 kilometres south of the northwest corner of aforesaid Lot 2855; thence in a general westerly direction along the southerly limit of said unnamed road to a point being 1.303 kilometres west and 1.465 kilometres south of the northwest corner of said Lot 2855; thence south 01 degree 25 minutes west 1.332 kilometres; thence south 88 degrees 34 minutes east 1.619 metres; thence south 01 degree 26 minutes west 2.026 kilometres (more or less, to the southeast corner of Lot 868, T0273 Block 6, formerly TL 10351P); thence north 89 degrees 11 minutes west 3.238 kilometres; thence south 01 degree 26 minutes west 1.627 kilometres; thence north 89

degrees 11 minutes west 1.619 kilometres; thence north 01 degree 26 minutes east 691 metres; thence north 89 degrees 11 minutes west 3.239 kilometres; thence south 1 degree 16 minutes west 280 metres (more or less, to the southeast corner of Lot 888A, T0245 Block 18, formerly TL 10370); thence north 89 degrees 21 minutes west 3.239 kilometres; thence north 01 degree 17 minutes east 11.388 kilometres (more or less, the northwest corner of Lot 861, T0245 Block 6, formally TL 10345P); thence south 89 degrees 21 minutes east 3.239 kilometres; thence north 1 degree 16 minutes east 813 metres; thence north 89 degrees 21 minutes west 2.194 kilometres; thence north 02 degrees 59 minutes east 3.143 kilometres (more or less, to the southeast corner of Lot 898A, T0024 Block 4, formally TL 10374); thence north 86 degrees 42 minutes west 3.057 kilometres (more or less, to the southeast corner of Lot 838, T0024 Block 2, formerly TL 5869); thence north 89 degrees 59 minutes west 1.609 kilometres; thence north 01 degree 16 minutes west 1.215 kilometres, more or less, to the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described areas.

**DUNCAN BAY TREE FARM LICENCE**  
**TREE FARM LICENCE NUMBER 47**

**Interpretation of Schedule B, TFL 47**

1. Schedule "B" Land
- 1.1 For the purposes of the definition of "Schedule 'B' Land" in Paragraph 20.01 of this Licence, "Crown land described in Schedule 'B'" means all Crown land within the boundaries described in Paragraph 2, except for Alienated Crown Land.
2. Boundaries
- 2.1 The boundaries referred to in Paragraph 1 are as follows:  
"Metes and bounds legal description"
3. Interpretation
- 3.1 "Alienated Crown Land" means Crown land which is not available for inclusion in Schedule "B" Land and, without restricting the generality of the foregoing, includes Crown land which:
  - (a) is, as of the effective date of this Licence, within the area of:
    - (i) a park or ecological reserve;
    - (ii) a lease, licence of exclusive occupation, or timber licence held by a person other than the Licensee, or
    - (iii) a highway (or road) right of way where the highway (or road) is or is deemed, declared or determined to be a public highway under the *Highway Act* (or a Forest Service road under the *Forest Act*); or
  - (b) becomes vested in the Crown by escheat, reversion, transfer or otherwise during the term of this Licence, except as provided in this Licence.
- 3.2 Paragraph 20.02 of this Licence applies to this Schedule.
- 3.3 The map(s) accompanying this Schedule are for convenience only, and if there is any discrepancy between the map(s) and the description of boundaries in Paragraph 2, the description in Paragraph 2 will be deemed to be correct.
- 3.4 In this Schedule and on the accompanying map(s), identification of land which is within the boundaries described in Paragraph 2, but is not Schedule "B" Land does not mean all other land which is within these boundaries, but is not so identified is Schedule "B" Land.

**Note:** Crown land does not include land owned by an agent of the Crown, nor land vested in the federal Crown.



Active amendments and instruments of (former) Tree Farm Licence Number 47, which are currently in effect and are not described in Schedule "B", and are not needed on the document map(s).

**DUNCAN BAY TREE FARM LICENCE**

**TREE FARM LICENCE NUMBER 47**

**Blocks 1 - 18**

**Document**

**Date**

**Particulars**

Nil

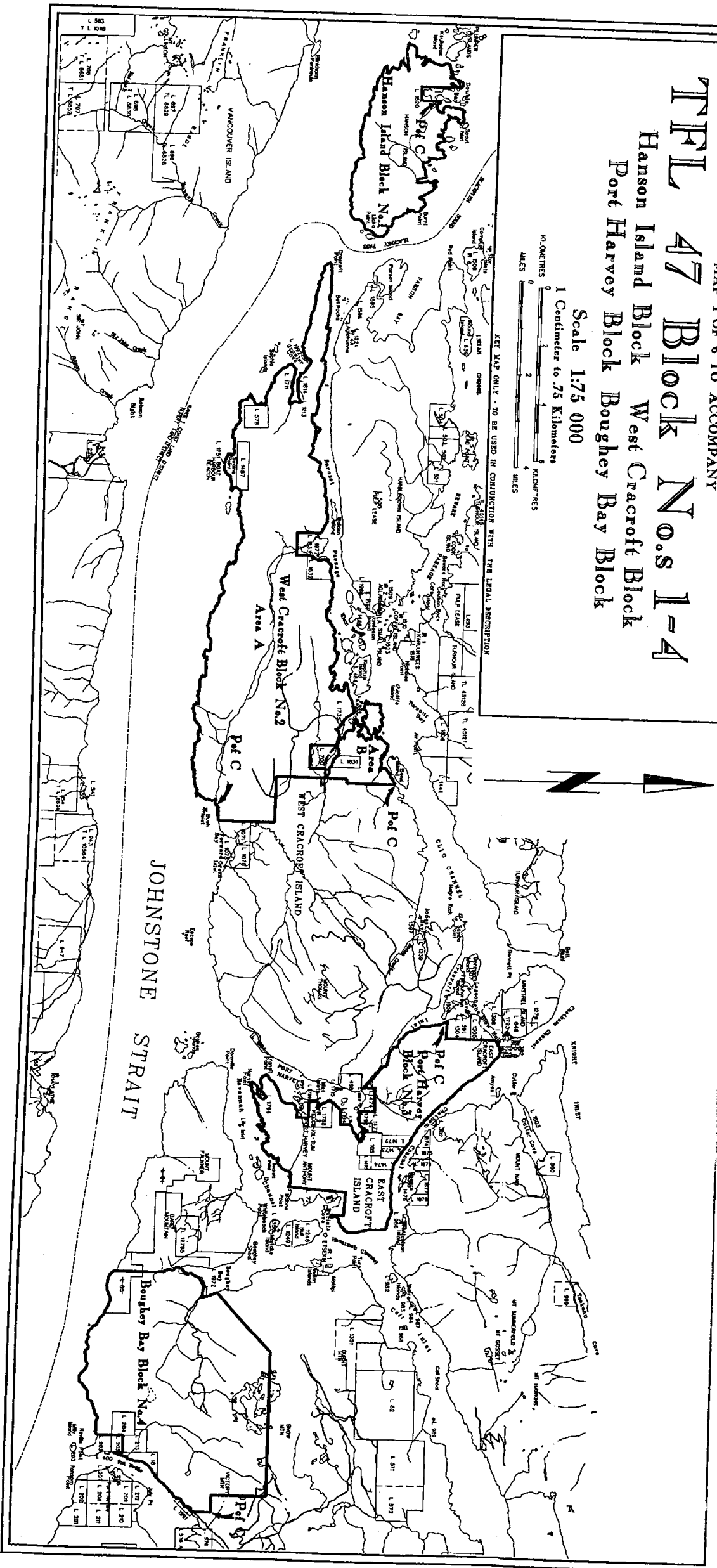
MAP 1 OF 6 TO ACCOMPANY  
**TFL 47 Block N.O.s 1-4**  
 Hanson Island Block West Cracroft Block  
 Port Harvey Block Boughey Bay Block

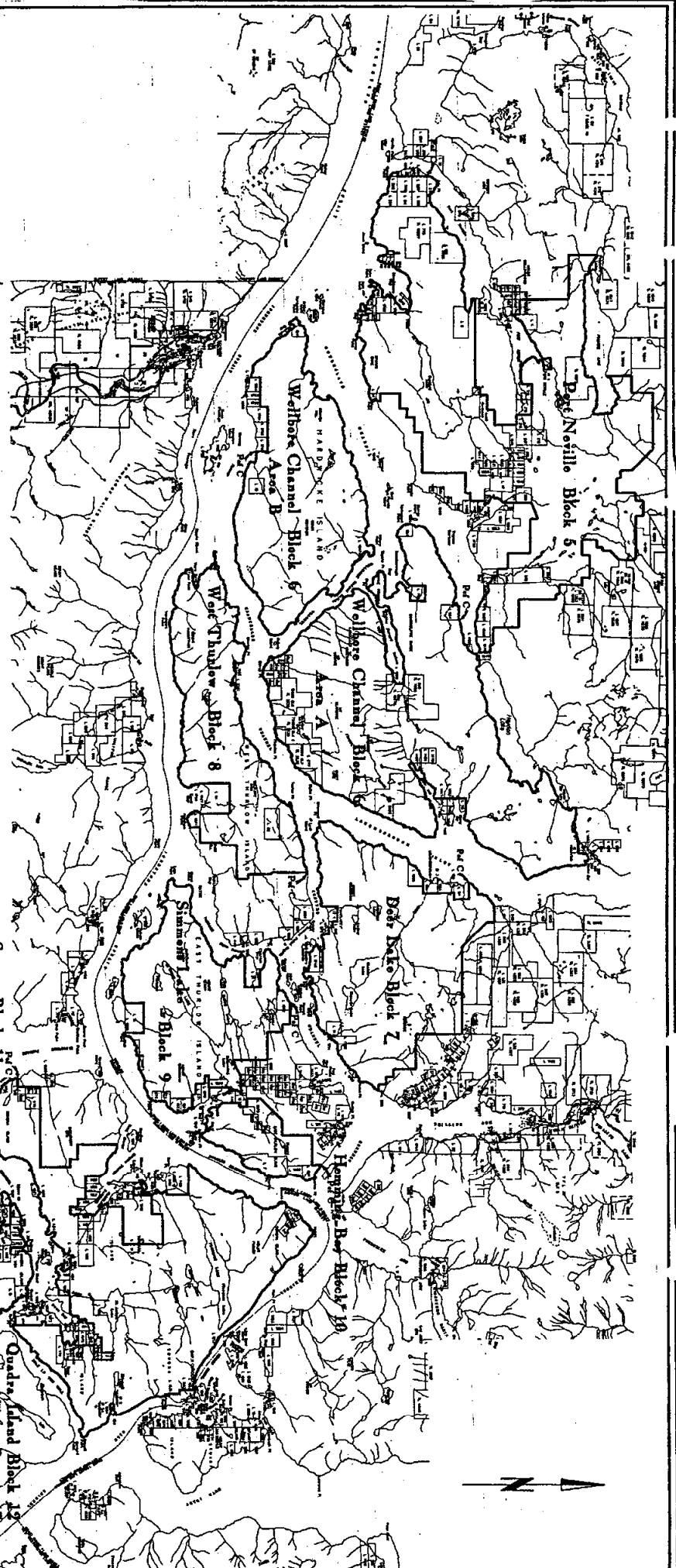
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1 Centimeter to .75 Kilometers



KEY MAP ONLY - TO BE USED IN CONJUNCTION WITH THE LEGAL DESCRIPTION



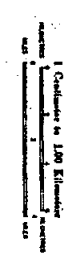


MAP 2 & 6 TO ACCOMPANY

# TFL 47 Blocks No. 5-12

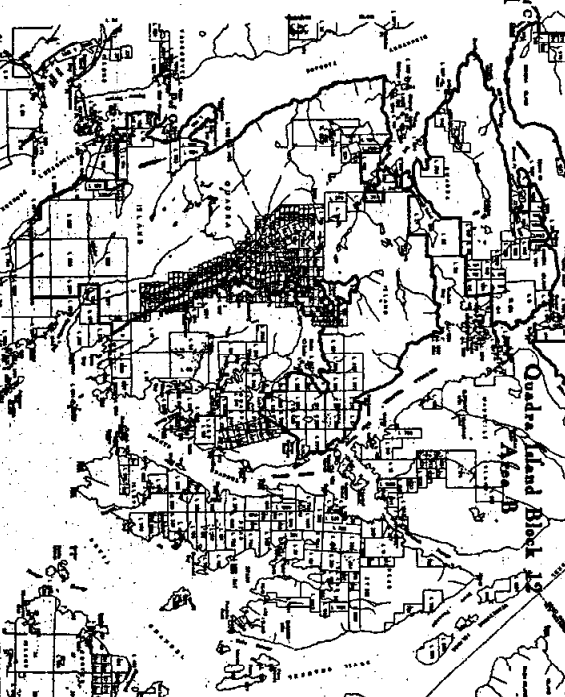
Port Neville  
Wellbore Channel  
West Thurlow  
Sonora  
Quadra  
Deer Lake  
Simmons Lake  
Hemming Bay

Scale 1:100 000



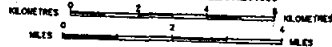
SEE MAP ONLY - TO BE USED IN CONJUNCTION WITH THE LOCAL DESCRIPTION

Quadra Island Block 12  
Area A



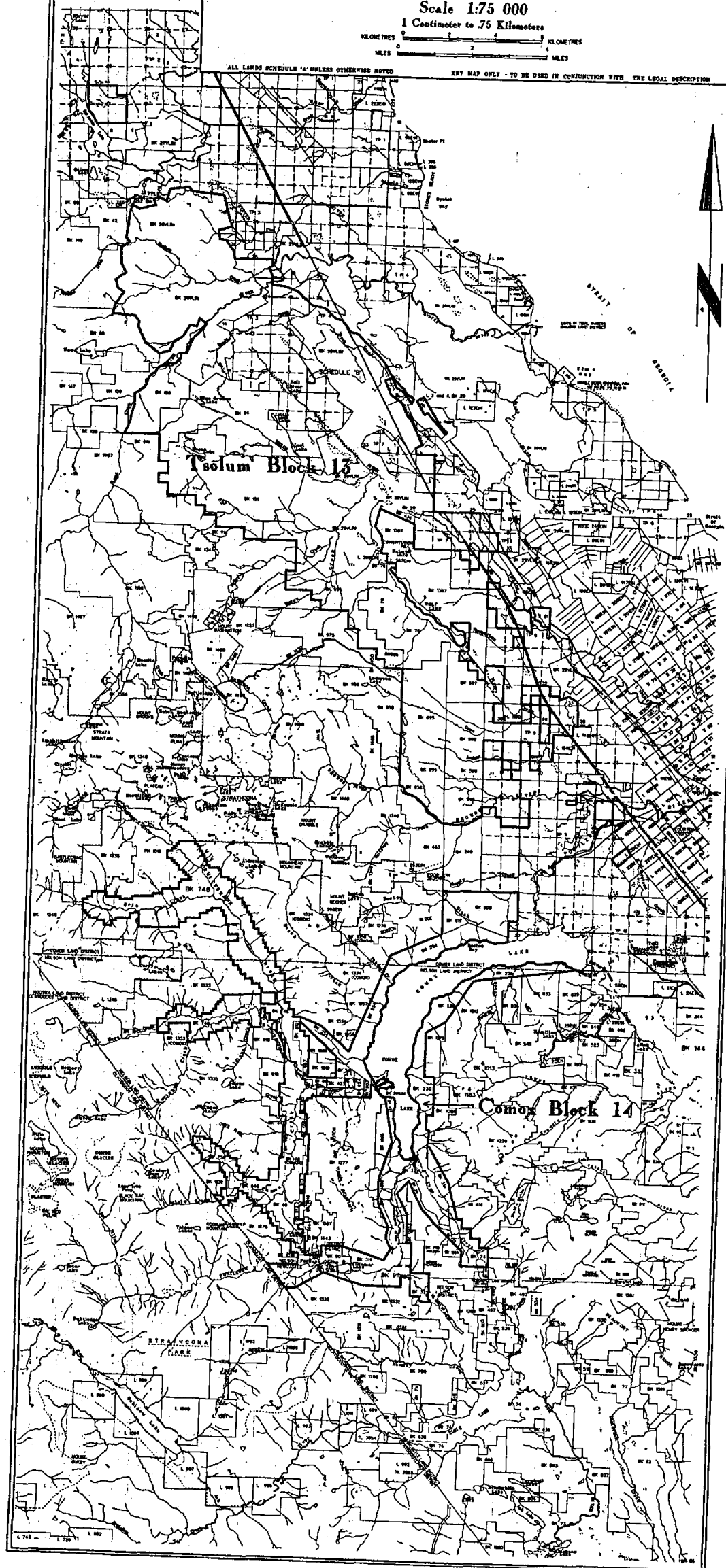
MAP 3 of 6 TO ACCOMPANY  
**TFL 47 Blocks No. 13-14**  
**Tsolum Block Comox Block**

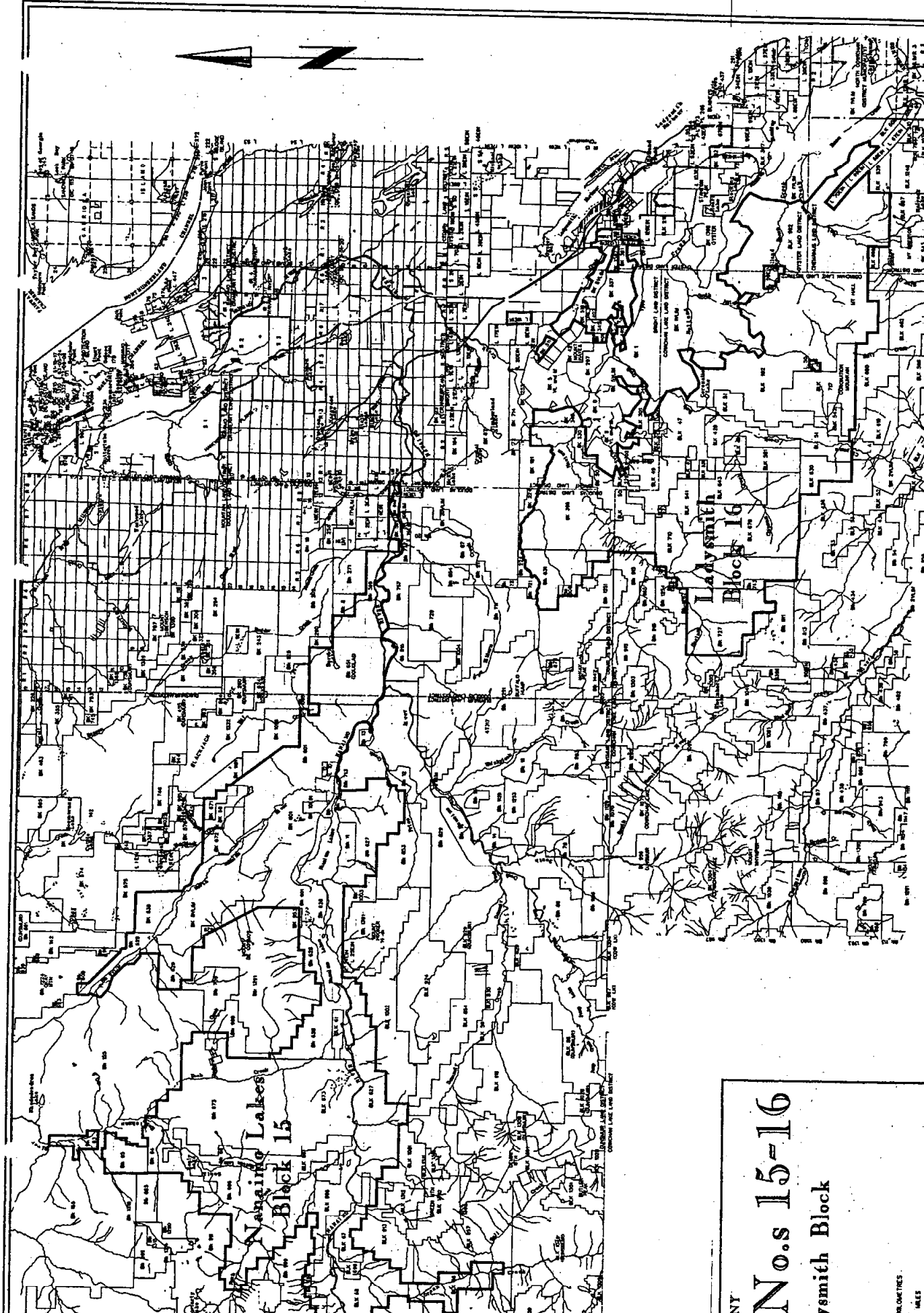
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ALL LANDS SCHEDULE 'A' UNLESS OTHERWISE NOTED

KEY MAP ONLY - TO BE USED IN CONJUNCTION WITH THE LEGAL DESCRIPTION





NT  
**No.s 15-16**  
Smith Block

1:50,000  
METRES  
MILES

TFL 47 Block No 17  
Bonanza Lake Block

### 1 Centimeter to .75 Kilometers



KEY MAP ONLY - TO BE USED IN CONJUNCTION WITH THE LEGAL DESCRIPTION

