

COPY

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

---

IN THE MATTER OF TREE FARM LICENCE NUMBER 23

INSTRUMENT NUMBER 135

Amendment

---

THIS AGREEMENT is dated for reference the 6th day of April, 1992.

BETWEEN:

THE MINISTER OF FORESTS, on behalf of HER MAJESTY THE QUEEN  
IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, Parliament  
Buildings, Victoria, British Columbia, V8V 1X4

(the "Licensor")

AND:

WESTSHORE TERMINALS LTD.  
1900 - 1188 West Georgia Street  
Vancouver, British Columbia  
V6E 4B9

(the "Licensee")

WHEREAS:

- A. The Licensor and Westar Timber Ltd. (formerly Canadian Cellulose Company Limited) entered into Tree Farm Licence Number 23, dated January 1, 1980, pursuant to Section 33 of the Forest Act.

- B. On December 30, 1991, Westar Timber Ltd. assigned Tree Farm Licence Number 23 to the Licensee, an affiliate of Westar Timber Ltd.
- C. The Licensor and Westar Timber Ltd. entered into Instrument Number 129, dated January 1, 1987, an amendment to Tree Farm Licence Number 23, in which it was agreed that the Licensor might issue timber sale licences to persons other than the holder of Tree Farm Licence Number 23, authorizing the harvest of up to 20 000 cubic metres annually from a specified portion of the Licence area within the Arrow Forest District.
- D. Section 33 of the Forest Amendment Act, 1988 reduced the allowable annual cut available under Tree Farm Licence Number 23 from Schedule "B" Land by 2 1/2 percent, effective January 1, 1988 and a further 2 1/2 percent, effective January 1, 1989.
- E. This Instrument, as required by Section 33 of the Forest Amendment Act, 1988, evidences the reduction in the allowable annual cut available under Tree Farm Licence Number 23 from Schedule "B" Land, effective January 1, 1988 and January 1, 1989, respectively.
- F. The Licensee has consented to the subdivision of Tree Farm Licence Number 23 into two tree farm licences, one of which will continue to be called Tree Farm Licence Number 23 and the other of which will be called Tree Farm Licence Number 55.
- G. The Licensee has requested the Licensor's consent to the assignment of the licence, which will continue to be called Tree Farm Licence Number 23, to Pope & Talbot Ltd.
- H. In the event the Licensor consents to the assignment referred to in recital G above, the Crown portion of the allowable annual cut under the licence which will continue to be called Tree Farm Licence Number 23 will be thereby reduced by five per cent.

The parties agree as follows:

1. In addition to the 20 000 cubic metres referred to in recital C above, the Licensor, pursuant to Section 33 of the Forest Amendment Act, 1988, has the right to authorize harvesting by a third party, of Crown timber from the Schedule "B" Land of Tree Farm Licence Number 23 ("the Licence") as follows:
  - a) in 1988, 21 500 cubic metres of the allowable annual cut available under the Licence; and
  - b) in 1989 and in each subsequent year during the term of the Licence, 43 000 cubic metres of the allowable annual cut available under the Licence.
2. Pursuant to Section 33.1 of the Forest Act, the lands and timber licences described on the attached Appendix "A" are withdrawn from the Schedule "A" Land of the Licence, and the said lands and timber licences so withdrawn from the Schedule "A" Land are and shall henceforth no longer be part of or subject to the Licence, but shall become instead the Schedule "A" Land for Tree Farm Licence Number 55.
3. Also pursuant to Section 33.1 of the Forest Act, the lands:
  - a) described on the attached Appendix "B"; and
  - b) outlined in bold black on the attached mapare withdrawn from the Schedule "B" Land of the Licence and the lands so withdrawn from the Schedule "B" Land are and shall be henceforth no longer part of or subject to the Licence but shall become instead the Schedule "B" Land of Tree Farm Licence Number 55.
4. In the event of any discrepancy between the description in the attached Appendix "B" and the outline in bold black on the attached map, the description in Appendix "B" shall prevail.

5. As a result of the deletion of the lands referred to in Section 3 of this Instrument, the 63 000 cubic metres which the Licensor may authorize third parties to harvest from Schedule "B" Land is allocated between the Licence and Tree Farm Licence Number 55 as follows:
- a) 13 000 cubic metres from Tree Farm Licence Number 55;
  - b) 7 000 cubic metres from the portion of the Licence (as amended by this Instrument) within the Revelstoke Forest District; and
  - c) 43 000 cubic metres from the portion of the Licence (as amended by this Instrument) within the Arrow Forest District.
6. Subject to the Chief Forester's approval, and until its expiry, Management and Working Plan Number 7, approved by the Chief Forester under paragraph 2.07 of the Licence, shall continue to be the management and working plan for the Licence as amended under this Instrument, subject to such modifications as are required as a result of the deletions referred to in Sections 2 and 3 of this Instrument, including but not restricted to adjustments to the allowable annual cut.
7. Cutting permits, road permits, special use permits and other permits relating to that portion of the licence area which is to be included in Tree Farm Licence Number 55 shall be deemed no longer to be permits issued under or in relation to the Licence, but shall be deemed instead to be permits issued under or in relation to Tree Farm Licence Number 55.
8. The following paragraphs are added to Part 1.00 of the Licence:

1.07 The Licensee and the District Manager shall agree upon an area within the northernmost section of the licence area (as amended under Instrument Number 135, dated for reference April 6, 1992), west of Arrow Lake and south of the Trans Canada Highway to Pingston Creek, to be harvested exclusively under agreements entered into under the Small Business Forest Enterprise Program, or other programs provided for under the Forest Act.

1.08 The annual volume to be harvested under the programs referred to in paragraph 1.07 from the area referred to in paragraph 1.07 shall not exceed the combined volume of:

- (a) any reductions in the allowable annual cut available under this Licence resulting from the Licensor's consent to an assignment of this Licence, and
- (b) the 7 000 cubic metres referred to in Section 5 (b) of Instrument Number 135, dated for reference April 6, 1992.

1.09 If the Licensee and the District Manager do not agree on the area referred to in paragraph 1.07, the District Manager may, at his or her sole discretion, designate an appropriate area.

1.10 Paragraph 1.08 shall not be construed as limiting any harvesting rights the Licensor has under this Licence to the area referred to in paragraph 1.07.

9. Paragraph 2.03 is deleted from Part 2.00 of the Licence, and is replaced by the following paragraph:

2.03 On or before December 31, 1992, the Licensee shall submit for the Chief Forester's approval a management and working plan for the five year period beginning January 1, 1993; and not later than June 30, 1997, and June 30 of every fifth year afterward, the Licensee will submit for the Chief Forester's approval a proposed management and working for the five year period beginning January 1 of the following year.

10. Paragraph 14.11(d) of the Licence (as amended by Instrument 129, dated January 1, 1987) is deleted from the Licence.

11. The following paragraph is added to Part 4.00 of this Licence:

4.05 For the purposes of this Part and Sections 55 to 55.3 inclusive of the Forest Act, the volume the Licensor may authorize third parties to harvest:

- (a) under paragraph 14.10 of this Licence (as amended by Instrument Number 129, dated January 1, 1987);
- (b) under Section 5(b) and (c) of Instrument 135, dated for reference April 6, 1992; and

- (c) as a result of any reductions in the allowable annual cut available under this Licence resulting from the Licensor's consent to an assignment of this Licence

shall not be included in the "volume of timber harvested".

- 12. The attached Appendix "C" shall be Schedule "C" of the Licence and shall be deemed to be attached thereto and the following paragraph is added to Part 8.00 of the Licence:

8.03 The plan for elimination of backlog "not satisfactorily restocked" areas, entitled "Forest Renewal Initiative", dated April 1990, prepared by T.M. Thomson and Associates Ltd. for Westar Timber Ltd., the title page and table of contents of which are attached to this Licence (for purposes of identification) as Schedule "C", shall be deemed to be an integral part of this Licence and the Licensee agrees to carry out obligations therein which pertain to the Licence area.

- 13. The following paragraph is added to Part 10.00 of the Licence:

10.04 For the purposes of this Part the volume which the Licensor may authorize third parties to harvest:

- (a) under paragraph 14.10 of this Licence (as amended by Instrument Number 129, dated January 1, 1987);
- (b) under Section 5(b) and (c) of Instrument 135, dated for reference April 6, 1992; and
- (c) as a result of any reductions in the allowable annual cut available under this Licence resulting from the Licensor's consent to an assignment of this Licence

shall not be considered part of the timber harvested by or for the Licensee.

14. The following paragraph is added to Part 11.00 the Licence:

11.02 Unless, and to the extent that, the Licensor or his designate exempts the Licensee from the requirements of this paragraph, all sawlog timber harvested under this Licence, or a volume equivalent to the volume of all sawlog timber harvested under this Licence, shall be processed at the timber processing facility located at Castlegar which is owned or operated by the Licensee.

11.03 The Licensee shall ensure that the timber processing facility referred to in 11.02 is always equipped with such equipment as is required to carry out debarking and chipping.

15. Paragraph 15.01 is amended by adding the following subparagraphs:

(a.i) "Castlegar sawmill" means the timber processing facility located in Castlegar, British Columbia which was owned by Westshore Terminals Ltd., or an affiliated company, on January 1, 1992.

(b.i) "community forest" means a community forest as defined by the Licensor.

(l.i) "Log transportation infrastructure" means all facilities related to the scaling, dumping, booming, towing, and storage of logs, chips, wood products, or other related material or equipment.

(u.i) "sawlog timber" means sawlog timber as defined by the Scaling Regulation (B.C. Reg. 563/78) in effect as of the effective date of Instrument Number 135, dated for reference April 6, 1992.

16. The attached Appendix "D" shall be Schedule "D" of the Licence and is deemed to be attached thereto, and the following Part 16.00 is added to the Licence:

16.00 WAIVER OF RIGHTS

16.01 The Licensee waives any right the Licensee may have to compensation from the Licensor, and releases the Licensor from any claims the Licensee might have against the Licensor, as a result of any deletion from the licence area, pursuant to Section 53 of the Forest Act, of the areas which are indicated on Schedule "D" attached to this Licence as the following: Proposed Gold Range Wilderness area, Proposed Monashee Park Addition Study Area, Proposed Hutchison Wilderness Area and Addition, and Proposed Gladstone Wilderness Area.

16.02 Subject to paragraph 16.03, the Licensee waives any right the Licensee may have to compensation from Licensor, and releases the Licensor from any claims the Licensee might have against the Licensor, as a result of any deletion from the licence area for the purpose of woodlot licences or community forests.

16.03 The allowable annual cut available to woodlot licences or community forests referred to in paragraph 16.02 of this Licence must be deducted from and is limited to the volume the Licensor may authorize third parties to harvest annually from the licence area:

- (a) under paragraph 14.10 of this Licence (as amended by Instrument Number 129, dated January 1, 1987);
- (b) under Section 5(b) and (c) of Instrument 135, dated for reference April 6, 1992; and
- (c) as a result of any reductions in the allowable annual cut available under this Licence resulting from the Licensor's consent to an assignment of this Licence.

17. The following Part 17.00 is added to the Licence:

PART 17.00 LOG TRANSPORTATION INFRASTRUCTURE

17.01 The Licensee shall permit any third party, upon reasonable payment to the Licensee, and on other reasonable terms, to use the Licensee's log transportation infrastructure where such use is reasonably necessary for purposes related to forest harvesting.



18. The following Part 18.00, shall, effective on the assignment of this Licence by the Licensee to Pope & Talbot Ltd., be added to the Licence as an obligation of the assignee under the Licence following that assignment:

PART 18.00 EMPLOYMENT

18.01 Subject to paragraphs 18.02 and 18.03, the Licensee shall continue the employment of all of the following persons:

- (a) persons employed as of April 1, 1992, at, or on the recall list for, the Castlegar sawmill;
- (b) persons employed as of April 1, 1992, within, or on the recall list for, employment within Westar Timber Ltd.'s (or an affiliated company's) log transportation infrastructure associated with timber harvested from this Licence;
- (c) persons employed as of April 1, 1992, at, or on the recall list for, employment at Westar Timber Ltd.'s (or an affiliated company's) woodlands divisions associated with this Licence.

18.02 Termination of any of the above noted employees must be for one or more of the following reasons:

- (a) reduction of the allowable annual cut for this Licence pursuant to the Forest Act;
- (b) other legitimate fiscal reasons, or
- (c) just cause.

18.03 In the event of termination of any employees, other than for just cause, each terminated employee shall be treated as though he or she has been continuously employed since he or she last commenced employment with Westar Timber Ltd. (or any of its affiliates).

19. The attached Appendix "E" shall be Schedule "E" of the Licence and is deemed to be attached thereto, and the following Part 19.00 is added to the Licence:

PART 19.00 TRANSFER OF RIGHTS OF WAY AND ROADS

19.01 If the Licensor so desires, the Licensee will transfer such rights of way and roads, located or to be located on the lands set out in Schedule "E" of this Licence, which the Licensor at his sole discretion identifies as the rights of way and roads the Licensor wishes to acquire.

19.02 The total consideration for the transfer referred to in paragraph 19.01 shall be \$10.00, and the Licensee hereby acknowledges the sufficiency of this consideration.

19.03 The Licensee will cooperate with the Licensor, and provide the Licensor with any assistance the Licensor may reasonably require, for the purpose of identifying the rights of way and roads referred to in paragraph 19.01 that the Licensor wishes to acquire, and, without restricting the generality of the foregoing, the Licensee shall:

- (a) permit the Licensor to enter onto the lands set out in Schedule "E" for the purpose of surveying rights of way and roads; and
- (b) sign in a timely manner plans and documents as required.

20. The following Part 20.00 is added to this Licence:

PART 20.00 CASTLEGAR SAWMILL

20.01 The Licensee shall not sell or otherwise dispose of the Castlegar sawmill unless the Castlegar sawmill is sold or disposed of in conjunction with an assignment of this Licence.

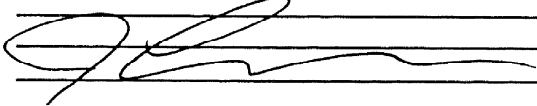
20.02 Within one year of the effective date of Instrument Number 135, dated for reference April 6, 1992, the Licensee shall provide to the Licensor, for the Licensor's review and approval, a plan for upgrading the Castlegar sawmill.

20.03 The Licensee shall ensure that any assignment of this Licence prior to the fulfillment of the Licensee's obligations under paragraph 20.02 is subject to a condition that the assignee must provide to the Licensor, for the Licensor's review and approval, a plan for upgrading the Castlegar sawmill, as required under paragraph 20.02.

21. Paragraphs 15.01, 15.02, and 15.03 of the Licence apply to this Instrument.
22. The Appendices to this Instrument are an integral part of the Instrument.
23. This Instrument is an integral part of the Licence.
24. Except as expressly amended by this Instrument, the Licence continues in full force and effect.
25. This Instrument shall be binding upon the parties and their respective successors and assigns.

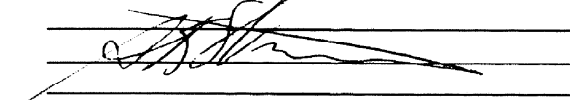
IN WITNESS WHEREOF the parties have executed this agreement, on  
the 15<sup>TH</sup> day of APRIL 1992.

SIGNED on behalf of Her  
Majesty the Queen in Right  
of the Province of  
British Columbia, by the  
Minister of Forests in  
the presence of:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Minister of Forests

The Corporate Seal of \_\_\_\_\_  
Westshore Terminals Ltd.  
was affixed hereto in the  
presence of:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C/S

## APPENDIX "A"

### ARROW LAKES TREE FARM LICENCE

#### TREE FARM LICENCE NUMBER 23

Forest lands and merchantable timber in other tenures owned or controlled by the licensee in Tree Farm Licence Number 23.

#### Crown Grants

Nil

<u>Timber Licence</u>	<u>Replaces Special Timber Licence</u>	<u>Land District</u>	<u>Hectares</u>
T0617	TL 2328P	Kootenay	106
T0646	TL 4898P	Kootenay	259
T0648	TL 5372P	Kootenay	138
T0658	TL 12439P	Kootenay	148
T0662	TL 12440P	Kootenay	<u>259</u>
		TOTAL	910

## APPENDIX "B"

### ARROW LAKES TREE FARM LICENCE

#### TREE FARM LICENCE NUMBER 23

All Crown lands not otherwise alienated within the area outlined in bold black on the accompanying map 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.

#### Block 1

Commencing at the confluence of the natural boundaries of Cap Creek on the left bank thereof and Revelstoke Lake on the easterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Cap Creek on the left bank thereof to a point, said point being 400 metres south and 3.100 kilometres east of the northeast corner of Lot 3414, Kootenay Land District; thence north 25 degrees east 940 metres, more or less, to the westerly boundary of the watershed of Holdich Creek; thence in a general northerly and easterly direction along the westerly and northerly boundaries of the watershed of said Holdich Creek to the southwesterly boundary of the watershed of Downie Creek; thence in a general southeasterly, easterly and northerly direction along the

southwesterly, southerly and easterly boundaries of the watershed of said Downie Creek to the easterly boundary of the watershed of Goldstream River; thence in a general northerly and northwesterly direction along the easterly and northeasterly boundaries of the watershed of said Goldstream River to the southerly boundary of the watershed of Bigmouth Creek; thence in a general westerly direction along the southerly boundary of the watershed of said Bigmouth Creek to the westerly boundary of the watershed of Argonaut Creek; thence in a general northerly direction along the westerly boundary of the watershed of said Argonaut Creek to the northeasterly boundary of the watershed of an unnamed creek, said unnamed creek flowing northwesterly into said Bigmouth Creek at a point 3.250 kilometres south and 6.740 kilometres west of the confluence of Bigmouth Creek and Louis Lee Creek as shown on National Topographic Series Map 82M/16, Edition 2, dated 1980; thence in a general northwesterly direction along the northeasterly boundary of the watershed of said unnamed creek to the westerly boundary of the watershed of a second unnamed creek, said second unnamed creek flowing northerly into said Bigmouth Creek at a point 1.825 kilometres south and 3.400 kilometres west of the confluence of said Bigmouth Creek and aforesaid Louis Lee Creek; thence in a general northerly direction along the westerly boundary of the watershed of said second unnamed creek to a point, said point being 3.950 kilometres south and 3.275 kilometres west of the confluence of said Bigmouth and Louis Lee Creeks; thence north 45 degrees west 325 metres, more or less, to

the natural boundary of a third unnamed creek on the right bank thereof; thence in a general northwesterly direction along the natural boundary of said third unnamed creek on the right bank thereof to the natural boundary of aforesaid Bigmouth Creek on the left bank thereof; thence due north to the natural boundary of said Bigmouth Creek on the right bank thereof; thence in a general northeasterly direction along the natural boundary of said Bigmouth Creek on the right bank thereof to the natural boundary of aforesaid Louis Lee Creek on the right bank thereof; thence in a general northerly direction along the natural boundary of said Louis Lee Creek on the right bank thereof to the natural boundary of a fourth unnamed creek on the right bank thereof, said fourth unnamed creek flowing easterly into said Louis Lee Creek at a point 1.825 kilometres north and 100 metres west of the confluence of said Bigmouth and Louis Lee Creeks; thence in a general westerly direction along the natural boundary of said fourth unnamed creek on the right bank thereof to its intersection with the natural boundary of an unnamed lake on the southerly shore thereof; thence in a general westerly and northerly direction along the natural boundary of said unnamed lake on the southerly and westerly shores thereof to a point, said point being 1.950 kilometres north and 2.025 kilometres west of the confluence of said Bigmouth and Louis Lee Creeks; thence north 30 degrees west 180 metres, more or less, to the southerly boundary of the watershed of a fifth unnamed creek, said fifth unnamed creek flowing easterly into aforesaid Louis Lee



Creek at a point 3.575 kilometres north and 150 metres east of the confluence of said Bigmouth and Louis Lee Creeks; thence in a general westerly direction along the southerly boundary of the watershed of said fifth unnamed creek to the westerly boundary of the watershed of aforesaid Louis Lee Creek; thence in a general northeasterly direction along the westerly boundary of the watershed of said Louis Lee Creek to the easterly boundary of the watershed of Mica Creek; thence in a general northerly direction along the easterly boundary of the watershed of said Mica Creek to a point on a line bearing south 65 degrees east from a tie point, said tie point being 4.272 kilometres north and 1.376 kilometres west of the most northerly northeast corner of Lot 16405; thence north 65 degrees west in a straight line to the natural boundary of aforesaid Revelstoke Lake on the easterly shore thereof; thence in a general southerly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to the northwest corner of aforesaid Lot 16405; thence easterly, southerly, easterly, southerly, southeasterly, easterly and southerly along the northerly, easterly, northerly, easterly, northeasterly, northerly and easterly boundaries of said Lot 16405 to the most northerly corner of Lot 16395; thence southeasterly and southwesterly along the easterly and southerly boundaries of said Lot 16395 to the easterly boundary of said Lot 16405; thence southwesterly, southerly and westerly along the easterly and southerly boundaries of said Lot 16405 to the natural boundary of aforesaid Revelstoke Lake on the

easterly shore thereof thence in a general southerly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to a point due west of a tie point, said tie point being 110 metres west and 4.810 kilometres north of the northwest corner of the west half of Section 7, Township 6, Kootenay Land District; thence east 130 metres, more or less, to said tie point, also being a point on the westerly limit of the right of way of Highway No. 23; thence southwesterly along the westerly limit of the right of way of said Highway No. 23 to a point 710 metres west and 3.260 kilometres north of the northwest corner of the west half of said Section 7; thence west 80 metres, more or less, to the natural boundary of said Revelstoke Lake on the easterly shore thereof; thence in a general southerly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to a point due west of a tie point, said tie point being 187 metres west and 1.694 kilometres north of the northeast corner of the west half of aforesaid Section 7; thence east to said tie point; thence south 1.694 kilometres, more or less, to the northerly boundary of the west half of said Section 7; thence easterly along the northerly boundary of said Section 7 to the northeast corner of the west half of said Section 7; thence southerly along the easterly boundaries of the west halves of Sections 7 and 6 to the southeast corner of the northwest quarter of said Section 6; thence westerly along the southerly boundary of the northwest quarter of said Section 6 to the easterly boundary of Section 1, Township 5; thence southerly along the easterly boundary

of said Section 1 to section 25 and the east half of Section 24 to  
thence southerly and of said Section 24; thence westerly along the  
boundaries of Section of Sections 24 and 23 to the northeast corner  
the easterly boundary southerly along the easterly boundaries of  
easterly boundaries of, and Lot 80A to the most northerly corner of  
Section 13; thence ea general southeasterly and southwesterly  
easterly boundaries ortheasterly and southeasterly boundaries of  
Section 12; thence soeasterly boundary of said Lot 80A; thence  
Section 12 to the sou along the easterly and southerly boundaries  
the southerly boundar natural boundary of aforesaid Revelstoke Lake  
northeast corner of s thereof; thence in a general southerly  
boundaries of Section natural boundary of said Revelstoke Lake on the  
9, Township 3 to the to a point due west of a tie point, said tie  
westerly along the so metres north and 1.658 kilometres west of the  
natural boundary of apt 8296; thence east to said tie point; thence  
thereof; thence in a ace east 402 metres; thence south 1.207  
boundary of said Reve t 402 metres; thence south 805 metres; thence  
the northerly boundar l boundary of aforesaid Revelstoke Lake on the  
along the northerly b e; thence in a general southerly direction  
northeast corner of s adary of said Revelstoke Lake on the easterly  
easterly boundary of g ortherly boundary of Lot 2772; thence easterly  
south half of Section undary of said Lot 2772 to the southwest  
northerly and easterly ot 2712; thence northerly, easterly and  
35 to the northwest ce sterly, northerly and easterly boundaries of  
easterly and southerly l2 to the northerly boundary of aforesaid Lot

2772; thence easterly along the northerly boundary of said Lot 2772 to the natural boundary of Downie Arm on the northerly shore thereof; thence in a general northeasterly and southwesterly direction along the natural boundary of said Downie Arm on the northwesterly and southeasterly shores thereof to the easterly boundary of Lot 1880; thence southerly along the easterly boundary of said Lot 1880 to the natural boundary of aforesaid Revelstoke Lake on the easterly shore thereof; thence in a general southerly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to the second most northerly boundary of Lot 2771; thence easterly and southerly along the northerly and easterly boundaries of said Lot 2771 to the northerly boundary of Lot 2774; thence easterly, southerly and westerly along the northerly, easterly and southerly boundaries of said Lot 2774 to the natural boundary of said Revelstoke Lake on the easterly shore thereof; thence in a general southeasterly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to the northerly boundary of Lot 3414; thence easterly and southerly along the northerly and easterly boundaries of said Lot 3414 to the natural boundary of aforesaid Revelstoke Lake on the easterly shore thereof; thence in a general southeasterly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to the natural boundary of aforesaid Cap Creek on the left bank thereof, being the point of commencement.

Save and excepting thereout all of that foreshore and land covered by water within the above described area.

2772; thence easterly along the northerly boundary of said Lot 2772 to the natural boundary of Downie Arm on the northerly shore thereof; thence in a general northeasterly and southwesterly direction along the natural boundary of said Downie Arm on the northwesterly and southeasterly shores thereof to the easterly boundary of Lot 1880; thence southerly along the easterly boundary of said Lot 1880 to the natural boundary of aforesaid Revelstoke Lake on the easterly shore thereof; thence in a general southerly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to the second most northerly boundary of Lot 2771; thence easterly and southerly along the northerly and easterly boundaries of said Lot 2771 to the northerly boundary of Lot 2774; thence easterly, southerly and westerly along the northerly, easterly and southerly boundaries of said Lot 2774 to the natural boundary of said Revelstoke Lake on the easterly shore thereof; thence in a general southeasterly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to the northerly boundary of Lot 3414; thence easterly and southerly along the northerly and easterly boundaries of said Lot 3414 to the natural boundary of aforesaid Revelstoke Lake on the easterly shore thereof; thence in a general southeasterly direction along the natural boundary of said Revelstoke Lake on the easterly shore thereof to the natural boundary of aforesaid Cap Creek on the left bank thereof, being the point of commencement.

Save and excepting thereout all of that foreshore and land covered by water within the above described area.

APPENDIX "C"

**FOREST RENEWAL INITIATIVE  
TREE FARM LICENSE 23**

TMT File No: 2403  
TMT Report No.: R9017

Prepared for:

**WESTAR TIMBER LTD.**  
Southern Regional Woodlands  
Revelstoke, B.C.

Prepared by:

**T.M. THOMSON & ASSOCIATES LTD.**  
Victoria, B.C.

April, 1990

DJSR:djsr R9017-R-02WP5



**T.M. Thomson & Associates Ltd.**  
Consultants in Forestry and Land Use Planning

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COMPARTMENTS 686 TO 698	VOLUME IV
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**CASTLEGAR DIVISION (RED BINDER)**

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**II. PRESCRIPTION BINDERS: ABBREVIATED SET****REVELSTOKE DIVISION (GREY BINDERS)**

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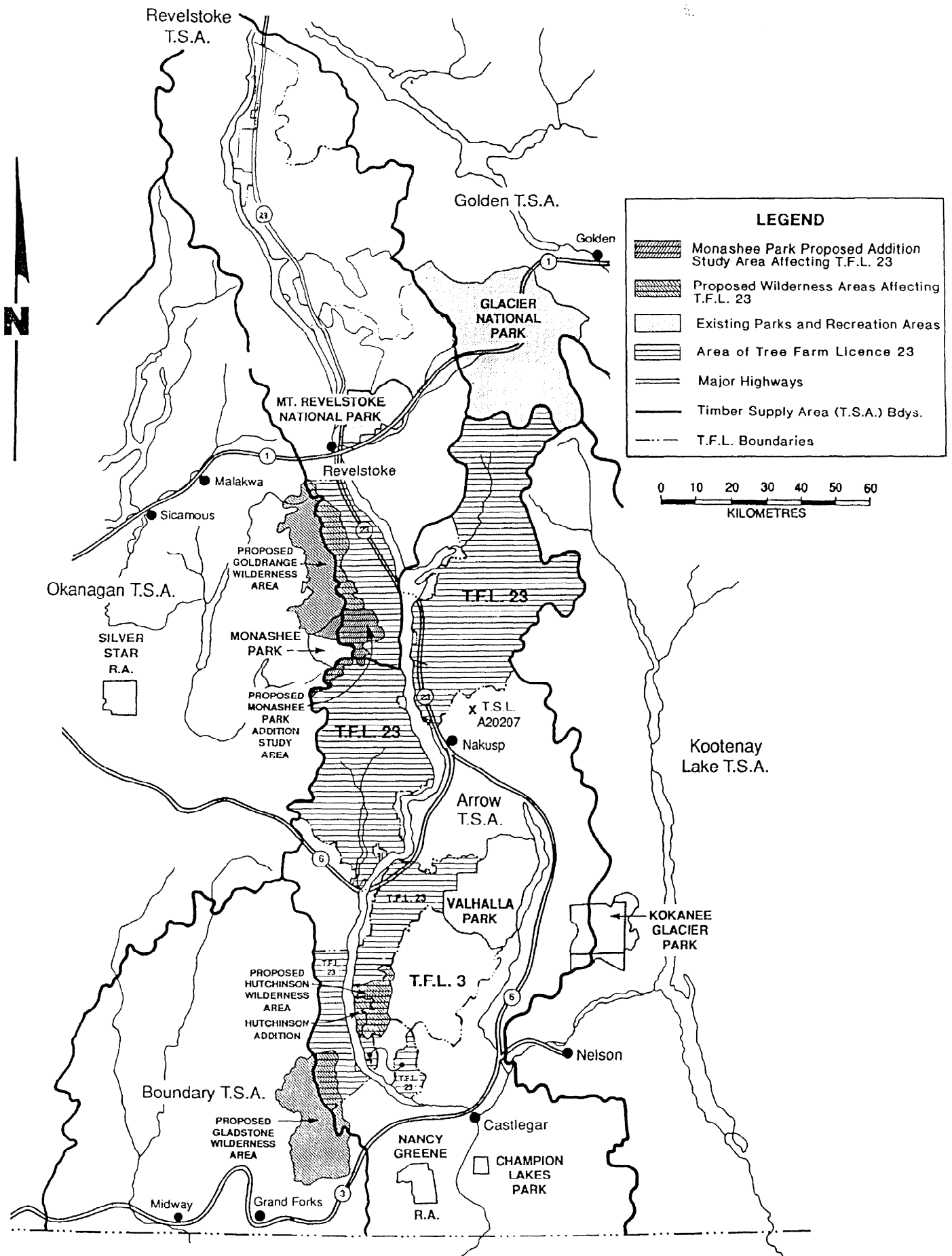
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# Appendix "D"



APPENDIX "E"

ARROW LAKES TREE FARM LICENCE

TREE FARM LICENCE NUMBER 23

The Licensee and Licensors have agreed that the Licensors may acquire rights-of-way and roads located or to be located on the following areas of private land forming part of the Schedule "A" Land of this Licence:

<u>Legal Description</u>	<u>P.I.D. Number</u>
Pcl.A Lot 811 (Sketch Plan 5961)	014-045-443
District Lot 860	014-045-508
District Lot 870	014-015-595
District Lot 2719	014-015-609
District Lot 7682	014-025-001
Blocks 17, 18, 20 to 37 incl., 40, 42 to 44 incl., 49, 50, 77, 83, 85 and 86 of District Lots 7893 and 7894, Plan 1194	
Lot 5069	014-015-617
S.L. 6 of District Lot 4599, Plan X35	014-036-002

All within Kootenay Land District.

APPENDIX "E"

ARROW LAKES TREE FARM LICENCE

TREE FARM LICENCE NUMBER 23

The Licensee and Licensors have agreed that the Licensors may acquire rights-of-way and roads located or to be located on the following areas of private land forming part of the Schedule "A" Land of this Licence:

Legal Description

P.I.D. Number

Pcl.A Lot 811 (Sketch Plan 596I)	014-045-443
District Lot 860	014-045-508
District Lot 870	014-015-595
District Lot 2719	014-015-609
District Lot 7682	014-025-001
Blocks 17, 18, 20 to 37 incl., 40, 42 to 44 incl., 49, 50, 77, 83, 85 and 86 of District Lots 7893 and 7894, Plan 1194	
Lot 5069	014-015-617
S.L. 6 of District Lot 4599, Plan X35	014-036-002

All within Kootenay Land District.

