



**TREE FARM LICENCE 44  
ALBERNI TREE FARM LICENCE**



**THIS LICENCE**, dated for reference **August 1, 2009**.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the MINISTER OF FORESTS AND RANGE  
PO BOX 9049 STN PROV GOVT  
VICTORIA, BRITISH COLUMBIA  
V8W 9E2  
Fax: 250 387 1040  
(the "Minister")**

**AND:**

**WESTERN FOREST PRODUCTS LIMITED  
118-1334 ISLAND HIGHWAY  
CAMPBELL RIVER, BRITISH COLUMBIA  
V9W 8C9  
Fax: 250 286 4140  
(the "Licensee")**

**WHEREAS:**

- A. Under Section 36 of the *Forest Act*, the Minister offers a replacement licence to the Licensee.
- B. The Licensee accepts the offer.
- C. The Licensee agrees to manage the licence area according to this Licence and the management plan in effect under this Licence.

**THEREFORE:**

Under Section 36 of the *Forest Act*, this Licence replaces Tree Farm Licence No. 44, dated August 1, 1999.

“The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

## TABLE OF CONTENTS

1.00	GRANT OF RIGHTS AND TERM .....	3
2.00	TIMBER DISPOSITION .....	3
3.00	AREA SELECTION PROCESS .....	4
4.00	OTHER CONDITIONS AND REQUIREMENTS .....	5
5.00	TIMBER VOLUME CHARGED TO THE LICENCE .....	6
6.00	WASTE ASSESSMENTS FOR MERCHANTABLE CROWN TIMBER .....	6
7.00	MANAGEMENT PLAN .....	7
	MANAGEMENT PLAN REVIEW .....	7
	TIMBER SUPPLY ANALYSIS INFORMATION PACKAGE .....	7
	DRAFT MANAGEMENT PLAN .....	10
	20-YEAR PLAN .....	13
	TIMBER SUPPLY ANALYSIS .....	15
	PROPOSED MANAGEMENT PLAN .....	15
	MISCELLANEOUS .....	17
8.00	CUTTING PERMITS .....	20
9.00	ACCESS AND ACCOMMODATION .....	23
10.00	CONTRACTORS .....	24
11.00	COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE .....	25
12.00	REPORTING .....	26
13.00	FINANCIAL AND DEPOSITS .....	27
14.00	CONDITIONS IMPOSED UPON ACCEPTANCE OR APPROVAL .....	30
15.00	LIABILITY AND INDEMNITY .....	30
16.00	TERMINATION .....	31
17.00	WAIVER .....	32
18.00	NOTICE .....	32
19.00	MISCELLANEOUS .....	33
20.00	CLAYOQUOT SOUND .....	34
21.00	INTERPRETATION & DEFINITIONS .....	38
	SCHEDULE A .....	44
	SCHEDULE B .....	49
	TFL MAP(s) .....	110

**THE PARTIES agree as follows:**

**1.00 GRANT OF RIGHTS AND TERM**

- 1.01 The term of this Licence is 25 years, beginning on **August 1, 2009**.
- 1.02 Subject to this Licence, the Minister grants the Licensee:
- (a) the exclusive right to harvest all types of Crown timber, other than deciduous types, from Schedule "B" Land;
  - (b) the exclusive right to harvest all timber authorized under a timber licence, from Schedule "A" Land subject to a timber licence;
  - (c) the right to manage Schedule "A" Land subject to a timber licence and Schedule "B" Land according to;
    - (i) this Licence;
    - (ii) the management plan in effect under this Licence; and
    - (iii) operational plans approved in respect of this Licence.
- 1.03 Subject to this Licence, the Licensee may also harvest timber from the licence area that is not of a type specified in Paragraph 1.02.

**2.00 TIMBER DISPOSITION**

- 2.01 Each year during the term of this Licence:
- (a) 84,920 m<sup>3</sup> of the allowable annual cut, from the types of timber specified under Paragraph 1.02(a), may be disposed of by the Timber Sales Manager within areas agreed to under Paragraph 3.01 or specified under Paragraph 3.02, and 18 682 m<sup>3</sup> of the allowable annual cut may be disposed of by the Regional Manager for the purposes of a community forest agreement;
  - (b) 298,648 m<sup>3</sup> of the allowable annual cut may be disposed of pursuant to Section 47.8 of the *Forest Act*.
- 2.02 Each year during the term of this Licence, the District Manager may dispose of a volume of the timber specified under Paragraph 1.02(a), 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 from areas agreed under Paragraph 3.01 or specified under Paragraph 3.02.
- 2.03 In addition to any timber disposed of under Paragraphs 2.01 and 2.02, each year during the term of this Licence, the Regional Manager or District Manager may dispose of timber other than that specified in Paragraph 1.02(a) under forestry licences to cut issued pursuant to a pulpwood agreement, provided:
- (a) the timber is;

- (i) within a pulpwood area designated by the Minister; and
    - (ii) within areas of Schedule "B" Land agreed to under Paragraph 3.01 or specified under Paragraph 3.02; 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 determines is attributable to timber of the type referred to in the applicable pulpwood agreement, having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.
- 2.04 In addition to any timber disposed of under this part, the Regional Manager, District Manager or Timber Sales Manager may dispose of any timber that is not specified in Subparagraph 1.02(a) if the timber is within areas agreed to under Paragraph 3.01 or specified under Paragraph 3.02.
- 2.05 Subject to Part 3, 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 Paragraph 2.01, having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.
- 2.06 Before deleting an area under Paragraph 2.05, the Minister will consult the Licensee and consider any recommendations made by the Licensee.
- 2.07 Where the Minister deletes an area under Paragraph 2.05, the volume of timber referred to in Paragraph 2.01 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.

### **3.00 AREA SELECTION PROCESS**

- 3.01 Subject to Paragraph 3.02 the District Manager or Timber Sales Manager and the Licensee will agree upon areas for the purposes of Part 2.00, or for an allowable annual cut reduction under Section 69 of the *Forest Act*, having regard to:
- (a) the type and quality of timber and the type of terrain on the area of Schedule "B" Land under consideration compared to the Schedule "B" Land as a whole;
  - (b) the timber referred to in Paragraph 2.03;



- (c) the management plan in effect under this Licence and the forest development plan or forest stewardship plan approved in respect of this Licence;
  - (d) any potential interference with the operations of the Licensee under this Licence;
  - (e) rights being exercised on the licence area by persons other than that licence holder including trappers, guide outfitters, range tenure holders, and other licenced resource users; and
  - (f) an aboriginal group claiming an aboriginal interest in, or having a proven aboriginal right, including aboriginal title, or a treaty right in the area.
- 3.02 If under Paragraph 3.01 the District Manager or the Timber Sales Manager and the Licensee are unable to agree upon areas for the purposes of Part 2.00 or for an allowable annual cut reduction under Section 69 of the *Forest Act*, the District Manager or the Timber Sales Manager or the Licensee may refer the matter to the Regional Manager, in which case the Regional Manager, subject to Paragraph 3.03, and having regard to:
- (a) the factors referred to in Paragraph 3.01; and
  - (b) the recommendations of the District Manager or the Timber Sales Manager and the Licensee;
- will specify areas for these purposes.
- 3.03 The Regional Manager will only specify an area under Paragraph 3.02, when satisfied it will not:
- (a) compromise the management plan in effect under this Licence or a forest development plan or forest stewardship plan approved in respect of this Licence; or
  - (b) unreasonably interfere with the Licensee's operations under this Licence.

#### **4.00 OTHER CONDITIONS AND REQUIREMENTS**

- 4.01 Subject to Paragraph 4.02, the Licensee will not enter, use or occupy Schedule "A" Land subject to a timber licence or Schedule "B" Land except under and in accordance with a cutting permit, road permit associated with this Licence, special use permit or another legal authority authorizing such use or occupation.
- 4.02 Paragraph 4.01 does not apply to temporary occupation for the purpose of:
- (a) carrying out silviculture;
  - (b) collecting inventory information;
  - (c) carrying out engineering layouts and surveys;

- (d) carrying out protection and forest health activities; or
  - (e) fulfilling other obligations or conducting other activities incidental to the operations of the Licensee under or associated with this Licence.
- 4.03 The Licensee will not harvest timber from Schedule "A" or "B" Lands, except under a road permit associated with this Licence or a cutting permit issued to the Licensee or as otherwise authorized under the forestry legislation.
- 4.04 The Licensee must not harvest timber if the timber is specified as reserved timber in a cutting permit, or under an applicable operational plan.
- 4.05 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.

#### **5.00 TIMBER VOLUME CHARGED TO THE LICENCE**

- 5.01 The definition of the volume of timber harvested in Part 4, Division 3.1 of the *Forest Act* applies to this Licence.
- 5.02 The determination of the volume of timber harvested will incorporate the volume of waste determined under Part 6.00.
- 5.03 The Coast Timber Merchantability Specifications in the Provincial Logging Residue and Waste Measurement Procedures Manual that was in effect on the date of issuance of the cutting permit or road permit shall govern.

#### **6.00 WASTE ASSESSMENTS FOR MERCHANTABLE CROWN TIMBER**

- 6.01 The Licensee must conduct a waste assessment of the volume of merchantable Crown timber, whether standing or felled, that was authorized to be cut and removed under the Licence but, at the Licensee's discretion, was not cut and removed.
- 6.02 A waste assessment conducted under Paragraph 6.01 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended or replaced from time to time.
- 6.03 A waste assessment made under Paragraph 6.01 must be:
  - (a) done within 60 days after primary logging on the area has been completed for each cut block, allowing for ground to be sufficiently free of snow to permit an adequate assessment to be carried out; or

- (b) if primary logging on the area is not completed before the expiry of the cutting permit, within 60 days after the expiry of the cutting permit, allowing the ground to be sufficiently free of snow to permit for an adequate assessment to be carried out.
- 6.04 If the Licensee fails to comply with Paragraph 6.01 the District Manager may, after the expiry of the term of a cutting permit or licence, conduct a waste assessment of the volume of merchantable Crown timber that could have been cut and removed under the Licence but, at the Licensee's discretion, was not cut and removed.
- 6.05 A waste assessment conducted under Paragraph 6.04 must be in accordance with the Provincial Logging Residue and Waste Measurement Procedures Manual, as amended or replaced from time to time.
- 6.06 If the District Manager carries out a waste assessment under Paragraph 6.04, the District Manager, in a notice given to the Licensee, may require the Licensee to pay the costs incurred by the District Manager in carrying out the assessment.

## **7.00 MANAGEMENT PLAN**

- 7.01 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 referred to in Paragraph 1.01;is deemed for the remainder of the term of the management plan to be the management plan in effect under this Licence.

### **MANAGEMENT PLAN REVIEW**

- 7.02 Not less than 20 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) a review of the management plan in effect under this Licence;
    - (ii) a review of the Licensee's performance in respect of that management plan; and
    - (iii) a list of guidelines currently in effect; and
  - (b) the Regional Manager may specify the location(s) and time designated for the draft management plan public review.

### **TIMBER SUPPLY ANALYSIS INFORMATION PACKAGE**

- 7.03 Not less than 16 months prior to the date on which the management plan in effect under this Licence is due to expire, the Licensee will submit a timber supply analysis information package to the timber supply forester.

- 7.04 A timber supply analysis information package submitted under Paragraph 7.03 or Subparagraph 7.06(b) 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 Paragraph 7.21 which are consistent with;
    - (i) this Licence;
    - (ii) the forestry legislation;
    - (iii) higher level plans; and
    - (iv) subject to Paragraph 7.38, the guidelines referred to in Subparagraph 7.02(a);
  - (c) without restricting the generality of Subparagraph 7.04(b), identify assumptions the Licensee proposes to incorporate into the timber supply analysis referred to in Paragraph 7.21 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) methods to be used to conduct primary logging and removal of timber, timber merchantability specifications; and
    - (vii) the Timber Harvesting 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 7.04(b) and (c) are reflected in the methodology;
  - (e) include information which supports the assumptions referred to in Subparagraphs 7.04(b), (c) and (d);
  - (f) describe how the Licensee proposes to address in the timber supply analysis, any inadequacies referred to in Subparagraph 7.08(d); 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 18 months prior to the date on which the management plan in effect under this Licence is due to expire;

considers relevant to an assessment of the timber supply of the licence area.

7.05 Where the timber supply forester accepts both the assumptions and the methodology referred to in Paragraph 7.04 or Subparagraph 7.06(b):

- (a) the timber supply forester, within three months after the date on which the timber supply analysis information package is submitted under Paragraph 7.03, or one month after the information or proposals submitted under Subparagraph 7.06(b), will in a notice given to the Licensee accept the assumptions and the methodology referred to in Paragraph 7.04 and, if applicable, Subparagraph 7.06(b) for use in the timber supply analysis referred to in Paragraph 7.21 subject to such conditions as the timber supply forester considers necessary or appropriate; if

- (i) the requirements of Paragraph 7.04 and, if applicable, Subparagraph 7.06(b) have been met; and

- (ii) the timber supply forester is satisfied with the information provided in support of the assumptions and methodology.

7.06 Where the timber supply forester does not accept both the assumptions and the methodology under Paragraph 7.05:

- (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 7.03, or one month after the date on which the timber supply forester receives the information or proposals submitted under Subparagraph 7.06(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 two months after the date on which the Licensee is given the notice referred to in Subparagraph 7.06(a), will;

- (i) propose new or revised assumptions;

- (ii) propose a new or revised methodology; and

submit further information in support of the assumptions, the methodology or both;

as required by the timber supply forester.

## **DRAFT MANAGEMENT PLAN**

- 7.07 Not less than 16 months prior to the date on which the management plan in effect under this Licence is due to expire, the Licensee will submit a draft management plan to the Regional Manager for comment.
- 7.08 A draft management plan referred to in Paragraph 7.07 or Subparagraph 7.39(a) must:
- (a) be prepared by a professional forester in accordance with the manual in effect four months prior to the deadline for submitting the draft management plan under Paragraph 7.07 or Subparagraph 7.39(a);
  - (b) be consistent with;
    - (i) this Licence;
    - (ii) the forestry legislation;
    - (iii) higher level plans;
    - (iv) subject to Paragraph 7.35, the guidelines referred to in Subparagraph 7.02(a);and take into consideration the Regional Manager's review under Paragraph 7.02;
  - (c) include inventories, prepared in the manner, presented in the format and meeting the specifications 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, 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;
  - (d) include proposals for updating the inventories referred to in Subparagraph 7.08(c) and, if applicable, addressing inadequacies in the inventory information;
  - (e) propose management objectives regarding;
    - (i) management and utilization of the timber resources in the licence area, including methods for primary logging and removing timber and the timber harvest specifications suitable to the types of timber specified in Paragraph 1.02;
    - (ii) protection and conservation of the non-timber values and resources in the licence area, including visual quality, biological

diversity, soils, water, recreation resources, cultural heritage resources, range land, and wildlife and fish habitats;

- (iii) integration of the Licensee's activities in the licence area 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 licenced resource users; and
  - (B) an aboriginal group claiming an aboriginal interest in, or having a proven aboriginal right, including aboriginal title, or a treaty right in the area;
- (iv) forest fire prevention and suppression, prescribed fire, and fuel management;
- (v) forest health, including disease and pest management;
- (vi) silviculture; and
- (vii) road construction, maintenance and deactivation;
- (f) include proposals for meeting the proposed management objectives referred to in Subparagraph 7.08(e), including measures to be taken and specifications to be followed by the Licensee which meet or, if the Licensee so chooses, exceeds any requirements of the forestry legislation, or of the higher level plans, or guidelines referred to in Subparagraph 7.08(b);
- (g) specify measures to be taken by the Licensee to identify and consult with persons using the licence area for purposes other than timber production, including;
  - (i) trappers, guide outfitters, range tenure holders, and other licenced resource users; and
  - (ii) an aboriginal group claiming an aboriginal interest in, or having a proven aboriginal right, including aboriginal title, or a treaty right in the area, in a manner that provides those persons with full information about the draft management plan and gives reasonable opportunity for the aboriginal group to respond with information about the effects of the draft management plan on their aboriginal interests or their proven aboriginal right, including aboriginal title;
- (h) assess the impact the draft management plan may have on factors such as levels of cutting and removal of timber and the protection and conservation of non-timber values;
- (i) highlight the key similarities and differences between the draft management plan 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 will have;

on factors such as those referred to in Subparagraph 7.08(h);
  - (j) if applicable, provide that part of the allowable annual cut will be cut and removed from a specified part of the licence area, or from a specified type of timber or terrain;
  - (k) include any other information on the development, management and use of the licence area that the Chief Forester requires; and
  - (l) if required in the manual referred to in Subparagraph 7.08(a), provide some or all of the information referred to in this paragraph in the form of maps meeting the requirements of the manual.
- 7.09 At substantially the same time or at a time otherwise agreed to between the Regional Manager and the Licensee, the Licensee must publish, at least twice within a period of two consecutive weeks, a notice in one or more newspaper(s) circulating near the area of the Licence stating that the draft management plan is available for public review and comment.
- 7.10 The Licensee must provide an opportunity to review the draft management plan to interested parties or parties potentially affected by operations under the Licence:
- (a) at a location and time, if specified by the Regional Manager in the management plan review referred to in Subparagraph 7.02(b);
  - (b) at another location proposed by the Licensee and approved by the Regional Manager; or
- at the Licensee's place of business nearest to the licence area.
- 7.11 The public review referred to in Paragraph 7.10 must provide an opportunity for comment to be received from but not restricted to:
- (a) resource agencies;
  - (b) trappers, guide outfitters, range tenure holders, and other licenced resource users;
  - (c) aboriginal group(s);
  - (d) local governments; and
  - (e) members of the public.
- 7.12 Subject to Paragraph 7.13, the opportunity for a review provided under Paragraph 7.10 must be for a period of 60 days from the date of the publication of the first notice under Paragraph 7.09.
- 7.13 The period of review specified under Paragraph 7.12 may be:



- (a) any lesser period as mutually agreed upon between the Licensee and the Regional Manager;
  - (b) extended by the Licensee on providing written notice to the Regional Manager; and
  - (c) extended by the Regional Manager on giving at least ten days notice to the Licensee prior to the expiry of the review period.
- 7.14 An opportunity for comment provided to a person referred to in Paragraph 7.11 will be adequate only if, in the opinion of the Regional Manager, the opportunity is commensurate with 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.
- 7.15 The Regional Manager, within three months after the date on which the Regional Manager receives the draft management plan submitted under Paragraph 7.07, will provide the Licensee with written comments on the draft management plan which the Licensee must consider in the development of the timber supply analysis, 20-year plan, and proposed management plan.
- 7.16 The Licensee not less than 12 months prior to the date on which the management plan in effect under this Licence is due to expire must consider all comments received during the period for review under Paragraph 7.12, and will submit to the Regional Manager:
- (a) a copy of the notice that was published under Paragraph 7.09 in respect of the draft management plan; and
  - (b) a copy of each comment received by the Licensee in respect of the draft management plan; and
  - (c) proposals, if any, to address the comments referred to in Paragraphs 7.11 and 7.15, in the proposed management plan, timber supply analysis and 20-year plan.

#### **20-YEAR PLAN**

- 7.17 Where the timber supply forester accepts the assumptions and the methodology under Paragraph 7.05, the Licensee, not less than 10 months prior to the date on which the management plan in effect under this Licence is due to expire, will submit a 20-year plan to the District Manager.
- 7.18 A 20-year plan submitted under Paragraph 7.17 or Subparagraph 7.20(b) must:
- (a) identify;
    - (i) the Timber Harvesting Land Base;
    - (ii) areas where timber has been harvested;

- (iii) existing and proposed road access within the net Timber Harvesting Land Base; and
    - (iv) areas subject to special integrated resource management constraints, such as use of the licence area for purposes other than timber production;
  - (b) categorize areas within the Timber Harvesting Land Base referred to in Clause 7.18(a)(i) by;
    - (i) the type and quality of timber; and
    - (ii) the methods suitable to the terrain to be used to conduct primary logging and removal of the timber; and
  - (c) in support of the timber supply analysis, set out a hypothetical sequence of cut blocks in 5 year increments over a period of 20 years, or longer if the Licensee so chooses, which is consistent with;
    - (i) this Licence;
    - (ii) the forestry legislation;
    - (iii) higher level plans; and
    - (iv) subject to Paragraph 7.35, the guidelines referred to in Subparagraph 7.02(a).
- 7.19 Where the District Manager accepts a 20-year plan referred to under Paragraph 7.17 or Subparagraph 7.20(b):
- (a) the District Manager, within three months after the date on which the 20-year plan is submitted under Paragraph 7.17, or one month after the date the 20-year plan is submitted under Subparagraph 7.20(b), will in a notice to the Licensee accept the 20-year plan, subject to such conditions as considered necessary or appropriate; and
  - (b) where the District Manager accepts the 20-year plan under Subparagraph 7.19(a), provide the Licensee with an assessment of the strengths and weaknesses of the 20-year plan.
- 7.20 Where the District Manager does not accept a 20-year plan under Paragraph 7.19:
- (a) the District Manager, within three months after the date on which the District Manager receives a 20-year plan submitted under Paragraph 7.17, or one month after the date on which the District Manager receives a 20-year plan submitted under Subparagraph 7.20(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 7.20(a), will submit a new or revised 20-year plan to the District Manager.

### **TIMBER SUPPLY ANALYSIS**

- 7.21 Where the timber supply forester accepts the assumptions and the methodology under Paragraph 7.05, the Licensee, not less than 10 months prior to the date on which the management plan in effect under this Licence is due to expire, will submit a timber supply analysis to the timber supply forester.
- 7.22 A timber supply analysis submitted under Paragraph 7.21 or Subparagraph 7.24(b) must be based on the assumptions, and use the methodology, accepted by the timber supply forester under Paragraph 7.05.
- 7.23 Where the timber supply forester accepts a timber supply analysis under Paragraph 7.21 or Subparagraph 7.24(b):
- (a) the timber supply forester, within three months after the date on which the timber supply analysis is submitted under Paragraph 7.21, or one month after the date the timber supply analysis is submitted under Subparagraph 7.24(b), will in a notice given to the Licensee accept the timber supply analysis; and
  - (b) where the timber supply forester accepts the timber supply analysis under Subparagraph 7.23(a), provide the Licensee with an assessment of the strengths and weaknesses of the timber supply analysis.
- 7.24 Where the timber supply forester does not accept a timber supply analysis under Paragraph 7.23:
- (a) the timber supply forester, within three months after the date on which the timber supply forester receives a timber supply analysis submitted under Paragraph 7.21, or one month after the date on which the timber supply forester receives a timber supply analysis submitted under Subparagraph 7.24(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 7.24(a), will submit a new or revised timber supply analysis to the timber supply forester.

### **PROPOSED MANAGEMENT PLAN**

- 7.25 The Licensee, not less than four 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 and Regional Manager a proposed management plan:
- (a) which is based on the draft management plan referred to in Paragraph 7.07 including the requirements of Section 7.08; and
  - (b) which incorporates the Licensee's proposals, if any, to address the comments received from the review of the draft management plan as specified in Paragraph 7.16;

- (c) and which includes;
  - (i) the timber supply analysis accepted under Subparagraph 7.23(a), together with the assessment referred to in Subparagraph 7.23(b);
  - (ii) the 20-year plan accepted under Subparagraph 7.19(a), together with the assessment referred to in Subparagraph 7.19(b).
- 7.26 Subject to Paragraphs 7.27 and 7.28, the Chief Forester, within two months after the date on which the Chief Forester receives a proposed management plan submitted under Paragraph 7.25, Subparagraph 7.29(b) or Subparagraph 7.39(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 7.25 or Clause 7.39(b)(i), as the case may be; and
    - (ii) incorporates the proposals referred to in Subparagraph 7.25(b).
- 7.27 The Chief Forester, in a notice given to the Licensee, may refuse to approve a proposed management plan under Paragraph 7.26 until such time as:
  - (a) a timber supply analysis is accepted under Paragraph 7.23; or
  - (b) a 20-year plan is accepted under Paragraph 7.19.
- 7.28 Where a timber supply analysis accepted under Paragraph 7.23 or a 20-year plan accepted under Paragraph 7.19 was not included in the proposed management plan referred to in Paragraph 7.25, before approving a proposed management plan under Paragraph 7.26, 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, to persons interested in or affected by operations under this Licence.
- 7.29 Where the Chief Forester does not approve a proposed management plan under Paragraph 7.26:
  - (a) subject to Paragraphs 7.27 and 7.28, the Chief Forester, within two 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 7.29(a), will submit a new or revised proposed management plan to the Chief Forester.
- 7.30 Subject to Paragraphs 7.27 and 7.28, if:

(a) the Chief Forester, within three months after the date on which the Chief Forester receives a proposed management plan submitted under Paragraph 7.25; has neither

(i) approved the proposed management plan under Paragraph 7.26; nor

(ii) given the Licensee a notice referred to in Subparagraph 7.29(a); and

(b) there is a management plan in effect under this Licence;

then the term of the management plan referred to in Subparagraph 7.30(b) is deemed to be extended until such time as the Chief Forester approves the proposed management plan under Paragraph 7.26, or gives the Licensee a notice referred to in Subparagraph 7.29(a), as the case may be.

7.31 Before approving a proposed management plan under Paragraph 7.26, the Chief Forester, at his or her sole discretion and notwithstanding the Licensee's obligations under this part, may consult, or further consult, persons who may be interested in or affected by operations under or associated with this Licence, including but not restricted to:

(a) resource agencies;

(b) trappers, guide outfitters, range tenure holders, and other licenced resource users;

(c) aboriginal groups;

(d) local governments; and

(e) members of the public;

and, subject to Paragraph 7.32, may consider any comments received as a result of consultation under this paragraph.

7.32 If, because of comments received as a result of consultation under Paragraph 7.31, the Chief Forester is considering:

(a) not accepting or not approving; or

(b) imposing a condition upon acceptance or approval of;

the proposed management plan referred to in Paragraph 7.31, the Regional Manager or the Chief Forester, as the case may be, will provide the Licensee with an opportunity to respond to the comments before making a decision.

#### **MISCELLANEOUS**

7.33 If the Chief Forester is satisfied that the Licensee or a Ministry employee 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 employee, 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 employee 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 employee 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.

7.34 Subject to this Licence, unless otherwise agreed to between the parties:

- (a) each document accepted or approved under this part must be consistent with the documents previously accepted or approved under this part; and
- (b) subject to Paragraphs 7.35 and 7.36, no acceptance or approval given under this part may be revoked or revised.

7.35 If the Licensee:

- (a) submits a timber supply analysis information package under Paragraph 7.03, or the information or proposals referred to in Subparagraph 7.06(b) less than 10 months;
- (b) submits a timber supply analysis under Paragraph 7.21 or Subparagraph 7.24(b), or a 20-year plan under Paragraph 7.17 or Subparagraph 7.20(b) less than 4 months; or
- (c) submits a draft management plan under Paragraph 7.07 less than 12 months;

prior to the date on which the management plan in effect under this Licence is due to expire, 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 one or more of the items referred to in Subparagraphs 7.35(a) through (c) inclusive, to the extent required to address any new issues that may have arisen and ensure consistency with any new guidelines or manuals in effect on the date the Licensee is given the notice, higher level plans, and the forestry legislation.

- 7.36 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) 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) establishment, variance, cancellation or replacement of a higher level plan;
  - (d) a potential unjustifiable infringement of an aboriginal interest or proven aboriginal right including aboriginal title or a treaty right; or
  - (e) a change in the allowable annual cut as a result of a determination by the Chief Forester under the *Forest Act*.

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.

- 7.37 A notice referred to in Paragraph 7.36 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.

- 7.38 Where the Chief Forester gives the Licensee a notice referred to in Paragraph 7.36, 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 7.37(c), to have effect during the unexpired term of the management plan.

- 7.39 If the Licensee fails to comply with the requirements of Paragraph 7.38, the management plan in effect under this Licence will expire three months after the date on which the notice referred to in Paragraph 7.36 is given to the Licensee, in which case:

- (a) within three months after the date on which the management plan expires under this subparagraph, 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 7.39(a)(i) to Resource Agencies and make it available for comment in accordance with Paragraphs 7.09 and 7.10; 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 a proposed management plan which is based on the draft management plan referred to in Subparagraph 7.39(a), and a summary of;
    - (i) all comments received by the Licensee in complying with the requirements of Subparagraph 7.39(a); 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 7.39(b)(i).
- 7.40 The Licensee will implement the management plan in effect under this Licence.
- 7.41 The management plan in effect under this Licence is deemed to be part of this Licence.
- 7.42 Subject to Paragraphs 7.30, 7.33, and 7.39, a management plan expires five years after the date on which it takes effect.

## 8.00 CUTTING PERMITS

- 8.01 Subject to Part 1 and Paragraph 8.02, the Licensee may submit an application to the District Manager for a cutting permit to authorize the Licensee to harvest one or more proximate areas of Schedule "A" or "B" Lands for the portion of the allowable annual cut available to the Licensee that are:
  - (a) identified on an approved forest development plan; or
  - (b) exempted under the *Forest Practices Code of British Columbia Act* from the requirement of a forest development plan, or exempted under the *Forest and Range Practices Act* from the requirement for a forest stewardship plan; or
  - (c) located within a forest development unit of an approved forest stewardship plan.
- 8.02 For those areas of Schedule "B" Land or in timber licences under Schedule "A" Land to be included in the application under Paragraph 8.01, the Licensee must ensure that cruise and appraisal data submitted is gathered and compiled according to the appraisal manual.
- 8.03 An application for a cutting permit submitted under Paragraph 8.01 must:
  - (a) be in a form established by the District Manager;
  - (b) state the proposed term that does not exceed four years;
  - (c) include;



- (i) a map to a scale acceptable to the District Manager showing the areas referred to in the application; and
  - (ii) the cruise data and appraisal data referred to in Paragraph 8.02; and

a description acceptable to the District Manager of any timber that is reserved from cutting, removal or cutting and removal.
- 8.04 The areas of land shown on the map referred to in clause 8.03(c)(i) must be:
  - (a) the areas referred to in Subparagraph 8.01(a); or
  - (b) areas referred to in Subparagraph 8.01(b); or
  - (c) located within a forest development unit referred to in Subparagraph 8.01(c);

allowing for difference in scale between maps used in the forest development plan, forest stewardship plan, or exemption and the map referred to in clause 8.03(c)(i).
- 8.05 Subject to Paragraphs 8.06 through 8.09 inclusive and 8.04, upon receipt of an application under Paragraph 8.01, the District Manager will issue a cutting permit to the Licensee if:
  - (a) there is a management plan in effect under this Licence;
  - (b) the District Manager is satisfied that:
    - (i) the requirements of Paragraphs 8.01, 8.02, 8.03 and 8.04 have been met;
    - (ii) activities and operations under the cutting permit will be consistent with this Licence and the management plan referred to in Subparagraph 8.05(a).
- 8.06 The District Manager may consult aboriginal group(s) who exercise, or claim to hold an aboriginal interest(s) or proven aboriginal right(s), including aboriginal title, or treaty right(s), if in the opinion of the District Manager, issuance of the cutting permit as submitted and/or operations under the cutting permit may result in:
  - (a) an impact to an aboriginal interest(s) that requires consideration of accommodation; or
  - (b) an infringement of a proven aboriginal right(s), including aboriginal title, or treaty right(s) that may require justification.
- 8.07 The District Manager may impose conditions in a cutting permit to address an aboriginal interest(s), or proven aboriginal right, including aboriginal title, or a treaty right(s) if in the opinion of the District Manager, issuance of the cutting permit as submitted would result in:

- (a) an impact to an aboriginal interest(s) that would require consideration of accommodation; or
  - (b) an infringement of a proven aboriginal right(s), including aboriginal title, or treaty right(s) that would require justification.
- 8.08 The District Manager may refuse to issue a cutting permit if in the opinion of the District Manager issuance of the cutting permit or an amendment to a cutting permit would result in:
  - (a) an impact to an aboriginal interest(s) or treaty right(s) that could not be reasonably accommodated; or
  - (b) an impact to a proven aboriginal right(s), including aboriginal title, or a treaty right(s) that could not be justified.
- 8.09 If the District Manager:
  - (a) determines that a cutting permit may not be issued because the requirements of Paragraph 8.05 have not been met;
  - (b) is carrying out consultations under Paragraph 8.06; or
  - (c) refuses to issue a cutting permit under Paragraph 8.08;the District Manager will notify the Licensee within 45 days of the date on which the application for the cutting permit was received.
- 8.10 A cutting permit must:
  - (a) identify the boundaries of the areas of Schedule "A" or "B" Land which, subject to this Licence, the Licensee is authorized to conduct operations;
  - (b) specify the term stated in the application;
  - (c) specify a timber mark to identify all timber removed under the cutting permit;
  - (d) specify, for timber on Schedule "A" Land subject to a timber licence and Schedule "B" Land, whether, for the purpose of determining the amount of stumpage payable in respect of timber removed under the cutting permit, the volume or quantity of timber is to be determined using information provided by;
    - (i) a scale of the timber; or
    - (ii) a cruise of the timber conducted before the timber is cut;
  - (e) specify any timber that is reserved from cutting, removal, or cutting and removal; and
  - (f) include such other provisions, consistent with this Licence, as determined by the District Manager.

- 8.11 The District Manager may amend a cutting permit only with the consent of the Licensee.
- 8.12 The Licensee may only make application to the District Manager for a cutting permit extension at least 45 days before the expiry of the cutting permit and in a form acceptable to the District Manager.
- 8.13 A cutting permit is deemed to be part of this Licence.
- 8.14 All cutting permits in effect that were issued under the tree farm licence that is replaced by this Licence continue under this Licence for the duration of their respective terms.

## **9.00 ACCESS AND ACCOMMODATION**

- 9.01 Nothing in this Licence authorizes the Licensee to in any way restrict the Crown's right of access to Crown lands.
- 9.02 Any Ministry employee may:
  - (a) enter onto Schedule "A" Land; and
  - (b) use roads owned or deemed to be owned by the Licensee;for any purpose arising out of the administration of this Licence.
- 9.03 The Licensee will allow any person who has been granted rights to timber referred to in Part 2.00 or under Section 69 of the *Forest Act*, to use any road referred to in Subparagraph 9.02(b) for the purpose of exercising rights or fulfilling obligations within the licence area.
- 9.04 The Licensee will not require any payment from a person referred to in Paragraph 9.03 other than a reasonable payment in respect of the actual maintenance costs of the road.
- 9.05 The Ministry may carry out on Crown lands:
  - (a) silviculture operations the Crown is required to carry out under the forestry legislation; and
  - (b) any other silviculture operations, provided it does not:
    - (i) compromise the management plan in effect under this Licence or a forest development plan or forest stewardship plan approved in respect of this Licence; or
    - (ii) unreasonably interfere with the Licensee's operations under this Licence.
- 9.06 Where the Regional Manager, District Manager or Timber Sales Manager carries out silviculture referred to in Paragraph 9.05, the Regional Manager, District Manager or Timber Sales Manager, as the case may be, will ensure the silviculture is consistent with the intent of the management plan in effect under this Licence, except where the Regional Manager or

District Manager is required to depart from the intent of the management plan because of the requirements of a higher level plan or the forestry legislation.

- 9.07 Upon reasonable notice from the Regional Manager, District Manager or Timber Sales Manager, the Licensee will provide a Ministry employee with reasonable office and living accommodation on premises owned or operated by the Licensee in or near the licence area, to enable the Ministry employee to fulfill an obligation or exercise a right under this Licence.
- 9.08 The Licensee may charge the Regional Manager, District Manager or Timber Sales Manager, as the case may be, for costs reasonably incurred in providing the accommodation referred to in Paragraph 9.07.
- 9.09 Subject to safety requirements, the Licensee will not restrict access to Crown lands to any member of a First Nation whose asserted interests overlap the TFL, so that they may exercise their aboriginal interests, including fishing, plant gathering, bark stripping, spiritual activities, and hunting. This includes the use of roads identified in 9.02(b).

#### **10.00 CONTRACTORS**

- 10.01 Each year during the term of this Licence, the Licensee will ensure that not less than:
  - (a) **50 %** of the volume of timber harvested by or on behalf of the Licensee from the licence area during the year, multiplied by;
  - (b) the result obtained by the division of;
    - (i) the portion of the allowable annual cut 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.
- 10.02 Compliance with Paragraph 10.01 will be calculated in accordance with the method prescribed under the *Forest Act* or the regulations made under that Act.
- 10.03 If in a calendar year the volume of timber harvested by persons under contract with the Licensee is less than the volume required under Paragraph 10.01, the Regional Manager, in a notice given to the Licensee, may require the Licensee to pay an amount determined in accordance with Paragraph 10.04.
- 10.04 For the purpose of determining the amount payable under Paragraph 10.03, the Regional Manager will multiply:

- (a) the volume required under Paragraph 10.01, minus the volume harvested during the calendar year by persons under contract; by
  - (b) the average stumpage rate charged for sawlogs in statements or invoices issued to the Licensee during the calendar year in respect of timber harvested under this Licence.
- 10.05 The Minister may relieve the Licensee from the requirements of this part to the extent provided for under the *Forest Act* or the regulations made under that Act.
- 10.06 The Licensee may contract to have more than the volume required under Paragraph 10.01 harvested by persons under contract.

## **11.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE**

- 11.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:
- (a) determines that activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right and/or title or treaty right;
  - (b) grants an injunction further to a determination referred to in Subparagraph 11.01(a); or
  - (c) grants an injunction pending a determination of whether activities or operations under or pursuant to this Licence will unjustifiably infringe an aboriginal right and/or title or treaty right;
- the Regional Manager or District Manager, in a notice given to the Licensee, may vary or suspend, in whole or in part, or refuse to issue a cutting permit, road permit, special use permit or free use permit issued to the Licensee so as to be consistent with the court determination.
- 11.02 Subject to this Licence and forestry legislation, if:
- (a) under Paragraph 11.01, the Regional Manager or District Manager has varied a cutting permit, road permit, special use permit or free use permit issued to the Licensee;
  - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
  - (c) it is practical 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, for the remainder of its term, the terms and conditions of the permit prior to the variation under Paragraph 11.01.
- 11.03 Subject to this Licence and the forestry legislation, if:

- (a) under Paragraph 11.01, the Regional Manager or District Manager has suspended a cutting permit, road permit, special use permit or free use permit issued to the Licensee;
  - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
  - (c) it is practical to do so;
- the Regional Manager or District Manager, at the request of the Licensee, will reinstate the permit for the remainder of its term.

11.04 Subject to this Licence, if:

- (a) under Paragraph 11.01, the Regional Manager or District Manager has refused to issue a cutting permit, road permit, special use permit or free use permit issued to the Licensee;
  - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
  - (c) it is practical to do so;
- the Regional Manager or District Manager, at the request of the Licensee, will issue the permit.

## 12.00 REPORTING

- 12.01 The Regional Manager, in a notice given to the Licensee by April 1, may require the Licensee to submit a report containing such information as the government requires concerning:
- (a) the Licensee's performance of its obligations under or in respect of this Licence; and
  - (b) the approved management plan and allowable annual cut rationale and conditions from the Chief Forester's approval letter;
- in the previous calendar year if the information is not included in any other reports which the Licensee must submit under the forestry legislation.
- 12.02 Upon receipt of a notice referred to in Paragraph 12.01, the Licensee, on or before the date specified in the notice, must submit a report to the Regional Manager containing the required information.
- 12.03 Subject to Paragraph 12.04, the Regional Manager may include the information contained in a report submitted under Paragraph 12.02 in any reports prepared by the Ministry for public review.

- 12.04 Subject to the *Freedom of Information and Protection of Privacy Act*, the Regional Manager will not disclose information provided in confidence by the Licensee in a report submitted under Paragraph 12.02.

### 13.00 FINANCIAL AND DEPOSITS

- 13.01 In addition to any money payable under the forestry legislation in respect of this Licence, a cutting permit, road permit associated with this Licence, special use permit or a free use permit issued to the Licensee, the Licensee will pay to the Crown, immediately upon receipt of a notice, statement or invoice issued on behalf of the Crown:
- (a) stumpage under Part 7 of the *Forest Act* in respect of timber removed;
    - (i) under a cutting permit from;
      - (A) Schedule "B" Land; or
      - (B) Schedule "A" Land subject to a timber licence; or
    - (ii) under a road permit;  
at rates determined, redetermined and varied under Section 105 of that Act; and
  - (b) any payments required under Part 6.00 or Part 10.00 of this Licence.
- 13.02 During the term of this Licence, the Licensee will maintain with the Crown a deposit in the amount prescribed under the *Forest Act* or the regulations made under that Act, in a form acceptable to the Minister, as security for the Licensee's performance of its obligations under or in respect of this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee.
- 13.03 If the Regional Manager or District Manager gives the Licensee a notice that an amount has been taken under this part from the deposit, the Licensee, within four weeks of the date on which the notice is given, will pay to the Crown, in a form acceptable to the Minister, an amount sufficient to replenish the deposit.
- 13.04 If the Licensee fails:
- (a) to pay money that the Licensee is required to pay to the Crown under;
    - (i) this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee; or
    - (ii) in respect of this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee; or
  - (b) to otherwise perform its obligations under;
    - (i) this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee; or

(ii) in respect of this Licence, a cutting permit, road permit, special use permit, free use permit issued to the Licensee;

the Regional Manager or District Manager, after at least four weeks notice to the Licensee, may instruct the Crown agency holding the deposit to 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 realized.

13.05 A notice referred to in Paragraph 13.04 must specify:

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

13.06 Subject to Paragraphs 13.08, 13.09 and 13.10, if:

- (a) the Crown agency holding the deposit, under Paragraph 13.04, 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;

the Crown will as soon as feasible return to the Licensee an amount equal to the difference between the amount taken from the deposit and the costs reasonably incurred by the Regional Manager or District Manager.

13.07 If:

- (a) the Crown agency holding the deposit, under Paragraph 13.04, 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 Crown agency holding the deposit 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 realized.

- 13.08 If the Crown agency holding the deposit, under Paragraph 13.04, 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 is under no obligation to remedy the Licensee's failure.

13.09 If:

- (a) Crown agency holding the deposit, under Paragraph 13.04, 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 Crown will not be remedying the Licensee's failure to perform its obligations;

subject to Paragraph 13.10, the Crown may retain the amount taken from the deposit under Paragraph 13.04.

- 13.10 If, after receiving a notice referred to in Paragraph 13.09, 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 13.09 is given to the Licensee, or within such longer period as the Regional Manager may approve;

the Crown 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.

- 13.11 Subject to the *Forest Act* and the regulations made under that Act, the Crown will return to the Licensee the deposit, less deductions made under Paragraphs 13.04 and 13.07, when:

- (a) this Licence expires, or is surrendered; and
- (b) the Minister is satisfied that the Licensee has fulfilled its obligations under this Licence.

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

- 14.01 Where, under this Licence, a Ministry employee has discretion to make his or her acceptance or approval of a document or plan subject to a condition, the Ministry employee will exercise that discretion in a reasonable manner, having regard to the purposes and functions of the Ministry set out in Section 4 of the *Ministry of Forests Act*.
- 14.02 The Licensee, in a notice given to the appropriate Ministry employee 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.

#### **15.00 LIABILITY AND INDEMNITY**

- 15.01 Subject to Paragraph 15.04, 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 the Licensee's operations, under or associated with this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee; or
  - (e) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee.
- 15.02 For greater certainty, the Licensee has no obligation to indemnify the Crown under Paragraph 15.01 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 use or occupy Crown land, including a person who has been granted the right to harvest timber referred to in Part 2, in the course of exercising those rights.
- 15.03 The Crown 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.
- 15.04 Paragraph 15.01 does not apply to an act or omission which is a direct response to, and complies with, an order made by a Ministry employee or another officer of the Crown.
- 15.05 Amounts taken under Part 13.00 from the deposit, any payments required under Part 6.00 or Part 10.00, any reductions made under the *Forest Act* and regulations to the portion of the allowable annual cut available to the Licensee, and payments required further to the indemnity referred to in Paragraph 15.01, are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Licensee.

## **16.00 TERMINATION**

- 16.01 If this Licence expires and is not replaced under Section 36 of the Forest Act, or is surrendered, cancelled or otherwise terminated:
  - (a) all cutting permits will immediately terminate; and
  - (b) timber, including logs and special forest products, cut under the authority of this Licence and which are still located on Crown land, vest in the Crown, without right of compensation to the Licensee; and
  - (c) unless otherwise agreed to between the District Manager and the Licensee prior to the surrender, cancellation or termination of this Licence, title to all improvements, including roads and bridges, constructed by the Licensee on Crown land under the authority of this Licence vest in the Crown, without right of compensation to the Licensee; and
  - (d) the Licensee may continue to enter and use Crown land for a period of one month after the expiry or termination of this Licence for the purpose of removing the Licensee's property.
- 16.02 The Licensee will not take away any improvements or remove any timber referred to in Subparagraph 16.01(b), unless authorized to do so by the Regional Manager.

- 16.03 If the Licensee commits an act of bankruptcy, makes a general assignment of its creditors or otherwise acknowledges its insolvency the Licensee is deemed to have failed to perform an obligation under this Licence.

## **17.00 WAIVER**

- 17.01 No waiver by the Crown of any default non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

## **18.00 NOTICE**

- 18.01 A notice given under this Licence must be in writing.
- 18.02 A notice given under this Licence may be:
- (a) delivered by hand;
  - (b) sent by mail; or
  - (c) subject to Paragraph 18.05, 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.
- 18.03 If a notice is given under this Licence, it is deemed to have been given:
- (a) if it is given in accordance with Subparagraph 18.02(a), on the date it is delivered by hand;
  - (b) if it is given in accordance with Subparagraph 18.02(b), subject to Paragraph 18.04, on the eighth day after it is properly deposited in a Canada Post Office at any place in Canada; and
  - (c) if it is given in accordance with Subparagraph 18.02(c), subject to Paragraph 18.05, on the date it is sent by facsimile transmission.
- 18.04 If, between the time a notice is mailed in accordance with Subparagraph 18.02(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.

- 18.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.
- 18.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address of the party giving such notice and, from and after the giving of such notice, the address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

## **19.00 MISCELLANEOUS**

- 19.01 This Licence will inure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.
- 19.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the parties' obligations under this Licence.
- 19.03 Any power conferred or duty imposed on a Ministry employee referred to in this Licence may be exercised or fulfilled by another Ministry employee designated or authorized to do so by the Minister, the Chief Forester, the Regional Manager, or the District Manager, as appropriate.
- 19.04 The Schedules to this Licence are deemed to be part of this Licence.
- 19.05 Nothing in this Licence or a cutting permit issued under this Licence is to be construed as authorizing the Licensee to engage in any activities or carry out any operations otherwise than in compliance with the requirements of the forestry legislation.
- 19.06 Subject to this Licence and all applicable legislation, including but not restricted to the forestry legislation, the Minister will ensure that the obligations under this Licence of the Ministry employees referred to in this Licence are fulfilled.
- 19.07 The Licensee must:
- (a) comply with the forestry legislation; and
  - (b) ensure that its employees, agents and contractors comply with the forestry legislation when engaging in or carrying out activities or operations under or associated with the Licence.
- 19.08 Nothing in this Licence entitles the Licensee to have an area of Schedule "A" Land subject to a timber licence or Schedule "B" Land, to be replaced with another area, or to have rights awarded under another agreement under the *Forest Act*, in the event:
- (a) timber is damaged or destroyed by pests, fire, wind or other natural causes;
  - (b) an area of land is deleted from the licence area under the forestry legislation, or under any other Act or regulation; or

this Licence expires, is surrendered, is cancelled or otherwise terminated.

19.09 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.

19.10 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.

19.11 The Licensee will use the services of one or more professional foresters to manage the licence area.

## **20.00 CLAYOQUOT SOUND**

20.01 The activities of the Licensee on Schedule "A" Land subject to a timber licence and Schedule "B" Land within the area defined as Clayoquot Sound Designated Area No. 1, established under Section 166 of the *Forest Act*, in Order In Council No. 0718, dated May 25, 1994, will be subject to the specific additional provisions outlined in Part 20.00 of this Licence.

20.02 The Licensee shall respect the Interim Measures Extension Agreement between the Hawi̓h of the Nuu-chah-nulth Central Region Tribes and the Province of British Columbia dated April 24, 1996, including any amendments to the agreement.

20.03 The Licensee shall recognize that

- (a) treaty negotiations are underway between the Nuu-chah-nulth, the Province of British Columbia and Canada, in which the issue of ownership and jurisdiction over lands and resources is being addressed, and
- (b) the Interim Measures Extension Agreement is a bridge to a treaty that continues the process of identifying areas for First Nations land, areas for joint management and areas for development and that this process will be concluded with the making of a treaty.

20.04 The Licensee shall cooperate with and respect the authority, responsibilities, operations and objectives of the Central Region Board

as described in the Interim Measures Extension Agreement, including, but not limited to, those relating to the

- (a) Consideration of options for treaty settlement and the expansion of the land and resource base for First Nations,
- (b) alienation of land or water resources,
- (c) reduction of the 70 percent unemployment levels within Clayoquot Sound,
- (d) promotion of more sustainability, economic development, and diversification for communities within Clayoquot Sound,
- (e) provision of a viable, sustainable forest industry in Clayoquot Sound,
- (f) increase in local ownership within the forest industry, and
- (g) conservation of resources in Clayoquot Sound.

20.05 The Licensee shall implement the findings of the Scientific Panel for sustainable Forest Practices in Clayoquot Sound, outlined in its reports and appendices dated April, 1995, including those recommendations that are within its sole purview and shall implement all other recommendations that relate to the activities of the Licensee in Clayoquot Sound in accordance with implementation plans developed by the Central Region Board, the recommended planning bodies, and the Crown and approved by the Crown.

20.06 In accordance with Paragraph 20.05, the Licensee shall implement the recommendations of the Scientific Panel for Sustainable Forest Practices in Clayoquot Sound concerning

- (a) silvicultural systems, including, but not limited to, recommendations on
  - (i) determining watershed planning unit rates of cut,
  - (ii) the variable retention silvicultural system,
  - (iii) determining the size and configuration of cutting units and the areas to be harvested in cutting units,
  - (iv) the development of restoration plans,
  - (v) the implementation of adaptive management strategies, based on the "conservation approach" defined by the panel,
- (b) harvesting systems, including, but not limited to, recommendations on
  - (i) the selection of harvesting systems that meet safety and other objectives,
  - (ii) planning and implementation of yarding to minimize soil disturbance, site degradation and damage to retained trees,

- (c) transportation systems, including, but not limited to, recommendations on
  - (i) the determination of road locations,
  - (ii) road construction, maintenance and deactivation,
  - (iii) siting and construction of dryland sorts and log dumps,
- (d) scenic, recreational and tourism values and resources, including, but not limited to, recommendations on
  - (i) integration of visual landscape management plans with other forest planning,
  - (ii) integration of recreational and tourism objectives with forest planning,
- (e) planning for sustainable ecosystem management, including, but not limited to, recommendations on
  - (i) the adoption of an ecosystem based approach to planning to sustain productivity and natural diversity, as defined in Section 7.2 of the Scientific Panel for Sustainable Forest Practices in Clayoquot Sound,
  - (ii) inventory, research and analysis,
  - (iii) the use of physiographic or ecological land units as the basis for planning,
  - (iv) the application of scientific and traditional knowledge and local experience in planning,
  - (v) engaging the Nuu-chah-nulth Central Region Tribes, other communities of Clayoquot Sound and those communities that rely on economic activities in Clayoquot Sound in planning,
  - (vi) the designation of areas reserved from harvesting,
  - (vii) specific treatments for hydriprarian reserves, and
- (f) monitoring.

20.07 In addition to the implementation of the planning recommendations referenced in Subparagraph 20.06 (e) of this Licence, the Licensee shall support the planning initiatives developed by the Central Region Board, recommended planning bodies and the Crown that are based on Sections 7.2 and 7.3 of the report of the Scientific Panel for Sustainable Forest Practices in Clayoquot Sound through the provision of information and expertise, and shall participate in the work of the planning committees and bodies responsible for forest planning in Clayoquot Sound, as required.

20.08 The Licensee recognizes that the Crown will apply performance-based operations standards that require each stage in access development or harvesting to be completed according to the requirements of the applicable licence, permit and standards before the Licensee may proceed to subsequent activities.



- 20.09 Consistent with the specific provisions outlined in Paragraphs 20.04 to 20.08 of this Licence, the Licensee shall prepare and submit to the Crown, in accordance with the *Forest Act*, the Forest Practices Code, other relevant provincial legislation, and other provisions of the Licence, separate statements and plans, or separate components of statements and plans, relating to the activities of the Licensee in Clayoquot Sound, including
- (a) management plans,
  - (b) development plans,
  - (c) silviculture plans,
  - (d) timber supply analysis packages,
  - (e) twenty year plans, and
  - (f) other statements and plans required under provincial legislation, regulations and policies and the provisions of this Licence.
- 20.10 The Licensee shall support the Central Region Board, the communities of Clayoquot Sound and those communities that rely on economic activities in Clayoquot Sound in their efforts to increase local employment, economic opportunities and community stability through use and development of the forest resources of Clayoquot Sound, and shall ensure, in consultation with the Central Region Board and local communities, that
- (a) sustainable forest activities and economic opportunities in Clayoquot Sound are promoted,
  - (b) local First Nations derive economic, business, employment, management and training opportunities from the activities of the Licensee in Clayoquot Sound,
  - (c) the circumstances of employees of the Licensee and local contractors and their employees are given full consideration in decisions and activities of the Licensee that may affect local economic and employment opportunities,
  - (d) resource extraction activities promote local employment opportunities wherever possible,
  - (e) any operational restructuring of the Licensee's activities in Clayoquot Sound promotes local economic development, employment and community stability,

- (f) local communities and workers are provided with one year notification in the event of a proposed consolidation, partition, deletion, cancellation or amendment of this Licence, or entry into a new Licence, to provide opportunity for comment, except for any amendments required to give effect to the joint venture outlined in the Interim Measures Extension agreement, and
  - (g) the potential for value-added facilities and training opportunities for local communities and workers in Clayoquot Sound is enhanced in consultation with local First Nations, communities, workers, and other bodies and organizations concerned about sustainable resource use in Clayoquot Sound.
- 20.11 The activities of the Licensee conducted under Part 20.00 of this Licence shall be reviewed by the Central Region Board and the Crown on an annual basis.
- 20.12 Nothing in this Part shall limit the Licensor's ability to enforce the Licensee's obligations set out in other Parts of this Licence.

## **21.00 INTERPRETATION & DEFINITIONS**

21.01 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 is to 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.

21.02 In this Licence, unless the context otherwise requires:

“aboriginal interest” means a potential aboriginal right or aboriginal title that has not been proven through a court process;

“alienated Crown land” means Crown land which is not available for inclusion in Schedule “A” Land subject to a timber licence or Schedule “B” Land, and, without restricting the generality of the foregoing, includes Crown land which;

- (a) is, as of the effective date of this Agreement, within the area of:
  - (i) a park, ecological reserve, or conservancy;

- (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 Agreement, except as provided in the Agreement;

“cutting permit” means a cutting permit, as amended, issued under this Licence, or an amendment to a cutting permit, as the context requires;

“deposit” means the deposit referred to in Paragraph 13.02;

“District Manager” means;

- (a) a District Manager appointed under the *Ministry of Forests Act*, for a forest district in which all or part of the Licence is situated; and
- (b) any person authorized to act as the District Manager to exercise a power or fulfill a duty under this Licence;

“*Forest Act*” means the *Forest Act*, R.S.B.C. 1996, c. 157, as amended from time to time, or the successor to this Act if it is repealed;

“*Forest and Range Practices Act*” means the *Forest and Range Practices Act*, S.B.C. 2002, c. 69 as amended from time to time, or the successor to this Act, if it is repealed;

“forest development plan” means a forest development plan referred to in the *Forest Practices Code of British Columbia Act*;

“forest stewardship plan” means a forest stewardship plan referred to in the *Forest and Range Practices Act*;

“the forestry legislation” includes;

- (a) the *Forest Act*;
- (b) the *Forest Practices Code of British Columbia Act*;
- (c) the *Forest and Range Practices Act*;

and the regulations under those Acts;

“free use permit” means a free use permit issued under the *Forest Act* to;

- (a) the Licensee; or
  - (b) to a person other than the Licensee;
- to authorize the harvest of timber within the licence area;

“harvest” means to;

- (a) cut;

(b) remove; or

(c) cut and remove;

“higher level plan” means a higher level plan that is applicable to all or part of the licence area;

“licence area” means Schedule “A” and “B” Lands;

“management plan” means a plan approved under the Tree Farm Licence for managing, protecting and conserving both the timber resources and the non-timber values and resources of the licence area, and integrating the primary logging and removal of timber and related activities with use of the licence area for purposes other than timber production;

“manual” means a guideline, guidebook, policy, procedure, or manual set or approved by the Ministry for preparation of;

(a) a timber supply analysis information package;

(b) a timber supply analysis;

(c) a management plan;

(d) inventories referred to in Part 7.00;

“merchantable Crown timber” has the same meaning as described in the Provincial Logging Residue and Waste Measurements Procedure Manual, as amended or replaced from time to time;

“Ministry” means the Ministry of Forests and Range;

“*Ministry of Forests Act*” means the *Ministry of Forests and Range Act* R.S.B.C. 1996, c. 300;

“ministry officer” means an employee of the Ministry;

“person” includes a corporation and a partnership;

“pest” means any animal, insect, fungus, bacteria, virus, nematode, or other organism which is detrimental to effective forest management;

“primary logging” includes felling timber and yarding or forwarding the timber to central landings or road-sides, but not including the removal of the timber from these landings or road-sides;

“Regional Manager” means;

(a) a Regional Manager appointed under the *Ministry of Forests and Range Act*, for a forest region in which all or part of the licence area is situated; and

(b) any person authorized to act as the Regional Manager to exercise a power or fulfill a duty under this Licence;

“remove” means the removal of timber from the licence area and

“removed” and “removing” have the corresponding meanings;

“resource agency” 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 activities or operations, engaged in or carried out under or associated with this Licence or a road permit;

“road permit” means a road permit entered into under the *Forest Act* which provides access to timber removed, or to be removed, under this Licence;

“Schedule “A” Land” means the private land and timber licences described in Schedule “A” to this Licence;

“Schedule “B” Land” means the Crown land described in Schedule “B” to this Licence;

“Timber Harvesting Land Base” means the portion of the total licence area considered to contribute to, and be available for, long-term timber supply;

“Timber Sales Manager” means;

(a) a Timber Sales Manager appointed under the *Ministry of Forests and Range Act* for a BC timber sales business area in which all or part of the Licence is situated; and

(b) any person authorized by the Timber Sales Manager to exercise a power or fulfil a duty under this Licence;

“timber supply analysis” means an analysis of the short-term and long-term availability of timber in the licence area, including an analysis of the short and long-term effect of management practices on the availability of timber;

“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;

“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;

“20-year plan” means an operational timber supply projection for the licence area, prepared in support of a timber supply analysis, that indicates the availability of timber over a period of not less than 20 years;

“waste” has the same meaning as described in the Provincial Logging Residue and Waste Measurement Procedures Manual;

“*Wildfire Act*” means the *Wildfire Act*, S.B.C. 2004, c. 31, as amended from time to time, or the successor to this Act if it is repealed;

21.03 Unless otherwise provided in Paragraph 21.02, if a word or phrase used in this Licence is defined in the *Forest Act*, the *Forest and Range Practices*

*Act*, the *Forest Practices Code of British Columbia Act* or the *Wildfire Act*, the definition in the Act applies to this Licence, and where the word or phrase in the Act is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.

- 21.04 If a provision of the *Forest Act*, the *Forest and Range Practices Act*, the *Forest Practices Code of British Columbia Act* or the *Wildfire 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.
- 21.05 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.

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

Andrea G. de lestard  
Printed Name

Signature \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Printed Name \_\_\_\_\_ )

SIGNED by the Licensee  
in the presence of:

Abbey Jones  
Printed Name



APRIL 8/2009 Dated

Licensee

17/04 7 / 2009 Dated

**SCHEDULE "A"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND GRANTS AND TIMBER LICENCES**

**SCHEDULE A**

- 1.00 Fee simple private forest lands subject to **Tree Farm Licence 44** and Crown land subject to timber licences contained within the boundaries of the Tree Farm Licence and subject to the Licence.

**BLOCK 1**  
**Cameron River**

**CROWN GRANTS**

<b>Total Crown Grants</b>	<b>Nil</b>
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**TIMBER LICENCES**

	<u><b>TIMBER LICENCES</b></u>	<u><b>LAND DISTRICT</b></u>	<u><b>HECTARES</b></u>
1	T0282	Dunsmuir	209.000 ha
2	T0284 (part Block 5)	Dunsmuir	29.000 ha
3	T0297 (Blocks 3, 4, 6 and part of Blocks 1, 2 and 5)	Dunsmuir	326.000 ha
4	T0369 (part Block 6)	Dunsmuir	26.100 ha
5	T0600	Dunsmuir	65.000 ha

<b>Total Timber Licences</b>	<b>655.100 ha</b>
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**SCHEDULE "A"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN CROWN GRANTS AND TIMBER LICENCES**

**BLOCK 2**  
**Nitinat Lake**

**CROWN GRANTS**

**Total Crown  
Grants**

**Nil**

**TIMBER LICENCES**

	<b><u>TIMBER LICENCES</u></b>	<b><u>LAND DISTRICT</u></b>	<b><u>HECTARES</u></b>
1	T0284 (Blocks 1-4, 6-12 & Part 5)		840.000 ha
2	T0297 (part of Blocks 1, 2 & 5)		80.000 ha
3	T0327		1538.000 ha
4	T0329		2282.000 ha
5	T0369 (Blocks 1-5 and Part 6)		621.900 ha
6	T0389		2055.000 ha
7	T0394		83.000 ha
8	T0400		110.000 ha
9	T0453		220.000 ha
10	T0477		2563.000 ha
11	T0493		596.000 ha
12	T0496		714.000 ha
13	T0498		1100.000 ha
14	T0506		2222.000 ha
15	T0542		222.000 ha
16	T0547		370.000 ha
17	T0551		330.000 ha
18	T0567		31.000 ha
19	T0573		1187.000 ha
20	T0576		2203.000 ha
21	T0581		185.000 ha
22	T0584		2423.000 ha
23	T0586		824.000 ha
24	T0603		330.000 ha
25	T0607		607.000 ha
26	T0637		1941.000 ha
27	T0645		238.000 ha

**SCHEDULE "A"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN CROWN GRANTS AND TIMBER LICENCES**

	<u>TIMBER LICENCES</u>	<u>LAND DISTRICT</u>	<u>HECTARES</u>
28	T0652		963.000 ha
29	T0695		302.000 ha
30	T0738		348.000 ha
31	T0748		1214.000 ha
32	T0785		843.000 ha
33	T0802		234.000 ha
34	T0885		532.000 ha

<b>Total Timber Licences</b>	<b>30351.900 ha</b>
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**BLOCK 3**  
**Sproat Lake**

**CROWN GRANTS**

<b>Total Crown Grants</b>	<b>Nil</b>
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**TIMBER LICENCES**

	<u>TIMBER LICENCES</u>	<u>LAND DISTRICT</u>	<u>HECTARES</u>
1	T0006		1047.000 ha
2	T0028		2235.000 ha
3	T0053		884.000 ha
4	T0068		114.000 ha
5	T0071		609.000 ha
6	T0078		308.000 ha
7	T0108		1220.000 ha
8	T0123		1556.000 ha
9	T0208		2774.000 ha
10	T0234		1452.000 ha
11	T0246		987.000 ha

<b>Total Timber Licences</b>	<b>13186.000 ha</b>
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**SCHEDULE "A"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN CROWN GRANTS AND TIMBER LICENCES**

<b>Loop Farms</b>	<b>CROWN GRANTS</b>
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<b>Total Crown Grants</b>	<b>Nil</b>
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**Block 4**  
**Henderson Lake**

<b>CROWN GRANTS</b>
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<b>Total Crown Grants</b>	<b>Nil</b>
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<b>TIMBER LICENCES</b>
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	<b><u>TIMBER LICENCES</u></b>	<b><u>LAND DISTRICT</u></b>	<b><u>HECTARES</u></b>
1	T0189		45.000 ha
2	T0195		2286.000 ha
3	T0311		127.000 ha
4	T0622		692.000 ha
5	T0641		253.000 ha

<b>Total Timber Licences</b>	<b>3403.000 ha</b>
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**SCHEDULE "A"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN CROWN GRANTS AND TIMBER LICENCES**

<b>SUMMARY OF AREAS FOR BLOCK 1 to 4</b>
--

<b>CROWN GRANTS</b>	<b>Nil</b>
<b>TIMBER LICENCES</b>	
<b>BLOCK 1</b>	
Cameron River	655.100 ha
<b>BLOCK 2</b>	
Nitinat Lake	30351.900 ha
<b>BLOCK 3</b>	
Sproat Lake	13186.000 ha
<b>BLOCK 4</b>	
Henderson Lake	3403.000 ha
<b>TOTAL</b>	<b>47596.000 ha</b>

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

**SCHEDULE B**

**ALBERNI TREE FARM LICENCE**

**TREE FARM LICENCE NUMBER 44**

**Interpretation for Schedule B, TFL 44**

1. Schedule "B" Land
  - 1.1 For the purposes of the definition of "Schedule 'B' Land" in Paragraph 21.02 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 and any land added or deleted since the boundaries were established. This includes the following deletions that occurred during the term of the last agreement which began on August 1, 1999:
    - (1) Instrument No. 28, dated October 27, 1999, deleting 36 637 hectares;
    - (2) Instrument No. 30, dated October 27, 1999, deleting 87 664 hectares in total;
    - (3) Instrument No. 34, dated September 12, 2001, deleting .178 hectares;
    - (4) Instrument No. 39, dated January 31, 2002, deleting 162.296 hectares;
    - (5) Instrument No. 41, dated August 1, 2003, deleting 8625 hectares; and
    - (6) Instrument No. 45, dated July 26, 2005, deleting .735 hectares.
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 alienated crown land as described in Paragraph 21.02.
  - 3.2 The map(s) accompanying this Schedule are for convenience only and do not reflect the changes to the TFL 44 boundary identified in 1.1 above, or the deletion of all remaining private land from TFL 44 effective July 4, 2004. 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.
  - 3.3 All alienated Crown land may not be identified as such on the attached Schedules and maps.

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

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

**SCHEDULE "B"**

**Alberni Tree Farm Licence**  
**Tree Farm Licence Number 44**

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.

Block 1 - Cameron River

Commencing at the northwest corner of Lot 159E&N, Alberni Land District, being a point on the natural boundary of Alberni Inlet on the easterly shore thereof; thence easterly and southerly along the northerly and easterly boundaries of said Lot 159 to the southwest corner of Lot 196E&N; thence easterly along the southerly boundary of said Lot 196E&N to the southwest corner of Block 105; thence north 428.76 metres along the westerly boundary of said Block 105; thence south 56 degrees 48 minutes 39.56 seconds east 161.04 metres; thence north 72 degrees 37 minutes 43.11 seconds east 53.83 metres; thence north 85 degrees 45 minutes 52.86 seconds east 113.47 metres; thence south 56 degrees 55 minutes 8.10 seconds east 90.62 metres; thence south 72 degrees 25 minutes 48.77 seconds east 97.72 metres; thence south 40 degrees 30 minutes 18.72 seconds east 380.03 metres, more or less, to the southerly boundary of aforesaid Block 105; thence easterly and southerly along the southerly and westerly boundary of said Block 105 to a point said point being 857.74 metres east and 99.3 metres south of the most westerly southwest corner of said Block 105; thence south 54 degrees 9 minutes 32.99 seconds east 125.81 metres; thence south 36 degrees 16 minutes 41.72 seconds east 179.83 metres, more or less, to the

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

southerly boundary of aforesaid Block 105; thence north 67 degrees 44 minutes 33.49 seconds east 134.26 metres; thence north 53 degrees 16 minutes 58.14 seconds east 103.23 metres; thence north 29 degrees 02 minutes 5.73 seconds east 68.33 metres; thence north 13 degrees 45 minutes 4.61 seconds west 184.40 metres; thence north 56 degrees 39 minutes 43.42 seconds west 217.54 metres; thence north 71 degrees 51 minutes 20.13 seconds west 214.13 metres; thence north 09 degrees 32 minutes 34.12 seconds west 169.59 metres; thence north 40 degrees 52 minutes 35.44 seconds west 537.79 metres, more or less, to the northerly boundary of aforesaid Block 105; thence easterly along said boundary of Block 105 to the westerly boundary of Lot 181E&N; thence northerly, easterly and southerly along the westerly, northerly and easterly boundaries of said Lot 181E&N to the northerly boundary of aforesaid Block 105; thence easterly and southerly along the northerly and easterly boundary of said Block 105 to the westerly boundary of Block 763; thence easterly and southerly along the northerly and easterly boundaries of said Block 763 to the northerly boundary of Lot 260E&N; thence easterly along the northerly boundary of said Lot 260E&N to the westerly boundary of Lot 162G; thence southerly along the westerly boundary of said Lot 162G to the southwest corner thereof; thence due south to the southerly boundary of aforesaid Lot 260E&N; thence easterly along the southerly boundary of said Lot 260E&N 158 metres, more or less, to the easterly limit of the right of way of Cameron Main Haul Road; thence in a general southwesterly direction along the easterly limit of the right of way of said Cameron Main Haul Road to a point 346 metres east and 275 metres south of the most southerly southwest corner of said Lot 260E&N; thence south 30 degrees west 250 metres; thence south 50 degrees east 50 metres; thence north 85 degrees east 100 metres; thence north 50 degrees east 305 metres; thence east 175 metres; thence north 245 metres, more or less, to the southerly boundary of aforesaid Lot 260E&N; thence easterly along the southerly boundary of said Lot 260E&N 50 metres; thence north

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

340 metres, more or less, to the southerly limit of Franklin Access Road; thence in a general northeasterly direction along the southerly limit of said Franklin Access Road to the easterly boundary of aforesaid Lot 260E&N; thence northerly along the easterly boundary of said Lot 260E&N to the southerly boundary of Block 1206; thence easterly and southerly along the southerly and westerly boundaries of said Block 1206 to the fourth most northerly southwest corner thereof; thence south 85 metres; thence south 40 degrees east 612 metres, more or less, to a southerly boundary of aforesaid Block 763; thence westerly, southerly, easterly, northerly, easterly, southerly, easterly, northerly, easterly, northerly, westerly, northerly and easterly along the northerly, westerly, southerly, easterly, southerly, westerly, southerly, easterly, southerly, easterly, northerly, easterly, and southerly boundaries of said Block 1206 to the most westerly southwest corner of Block 1381; thence in a general easterly, northerly, westerly and southerly direction along the southerly, easterly, northerly and westerly boundaries of said Block 1381 to the easterly boundary of aforesaid Block 1206; thence in a general westerly direction along the northerly boundaries of said Block 1206 to the southeast corner of Lot 277E&N; thence westerly along the southerly boundaries of Lots 277E&N and 274E&N to the southwest corner of said Lot 274E&N; thence westerly, northerly, easterly, northerly, westerly, northerly and easterly along the southerly, westerly, northerly, westerly, southerly, westerly, and northerly boundaries of Block 82 to the southeast corner of Lot 269E&N; thence northerly along the easterly boundaries of said Lots 269E&N, 99E&N, 155E&N, 136E&N and Block 288 to the southerly boundary of Lot A of Block 80, Plan 9562, deposited in Victoria Land Title Office; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot A of Block 80 to the northeast corner of said Block 288; thence westerly along the northerly boundary of said Block 288 to the easterly boundary of Lot 135E&N; thence northerly and westerly along the easterly and northerly boundaries of Lots



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

135E&N and 65E&N to the most westerly southwest corner of aforesaid Block 80; thence in a general northerly direction along the westerly boundaries of said Block 80 to the northerly limit of the right of way of Esquimalt and Nanaimo Railway; thence in a general westerly direction along the northerly limit of the right of way of said Esquimalt and Nanaimo Railway to a point 17 metres east and 121 metres north of the southeast corner of Lot 290E&N; thence north 72 degrees east 30 metres; thence in a general northwesterly direction perpendicularly distant and 30 metres parallel to the northerly limit of the right of way of aforesaid Esquimalt and Nanaimo Railway to a point 70 metres west and 251 metres north of the southeast corner of aforesaid Lot 290E&N; thence south 32 degrees west 30 metres, more or less, to the northerly limit of the right of way of said Esquimalt and Nanaimo Railway; thence in a general westerly direction along the northerly limit of the right of way of said Esquimalt and Nanaimo Railway to the easterly boundary of Block 905; thence northerly along the easterly boundary of said Block 905 to the southerly boundary of the watershed of Qualicum River; thence in a general easterly direction along the southerly boundary of the watershed of said Qualicum River to the westerly boundary of Block 901; thence southerly, easterly, northerly, and easterly along the westerly, southerly, easterly and southerly boundaries of said Block 901 to the most easterly southeast corner thereof; thence easterly along the northerly boundary of Block 189 to an internal angle thereof; thence easterly in a straight-line to the third most westerly southwest corner of Block 1286; thence in a general northerly, easterly and southerly direction along the westerly, northerly and easterly boundaries of said Block 1286 to the westerly limit of the right of way of aforesaid Esquimalt and Nanaimo Railway; thence in a general southwesterly direction along the westerly limit of the right of way of said Esquimalt and Nanaimo Railway to the southerly boundary of said Block 1286; thence westerly along the southerly boundary of said Block 1286 to the easterly boundary of Block 683; thence

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

southerly, westerly and southerly along the easterly, southerly and easterly boundaries of said Block 683 to the northerly boundary of Block 1325; thence easterly along the northerly boundary of said Block 1325 to the westerly boundary of Block 35VL&M; thence in a general southerly, easterly and northerly direction along the westerly, southerly and easterly boundaries of said Block 35VL&M to the southerly boundary of Block 1324 North, Alberni, Cameron and Dunsmuir Land Districts; thence in a general easterly and northerly direction along the northerly and easterly boundaries of said Block 1324 north to the most westerly northwest corner of Block 1102 (Alberni), Alberni and Cameron Land Districts; thence in a general easterly direction along the southerly boundaries of said Block 1102 (Alberni) to the southerly boundary of said Block 1324 North; thence in a general easterly direction along the southerly boundary of said Block 1324 North to the most westerly southwest corner of Block 1377 Cameron Land District; thence easterly and southerly along the southerly and westerly boundaries of said Block 1377 to the most southerly southwest corner thereof; thence in a general southwesterly direction along the northwesterly boundary of aforesaid Block 1324 North to the northerly boundary of Lot 1 of said Block 1324 as shown on Plan 28909 deposited in Victoria Land Title Office; thence in a general westerly, southerly and easterly direction along the northerly, westerly and southerly boundaries of said Lot 1 to the northwesterly boundary of Block 1380 Cameron and Dunsmuir Land Districts; thence southwesterly and southeasterly along the northwesterly and southwesterly boundaries of said Block 1380 to the most southerly corner thereof; thence in a general southeasterly direction along the southwesterly boundary of aforesaid Block 1324 North to the westerly boundary of Block 1320, Dunsmuir Land District; thence in a general southeasterly and southwesterly direction along the westerly boundaries of said Block 1320 to the northerly boundary of Block 1078; thence in a general westerly direction along the northerly boundary of said Block 1078 to the most easterly

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

northeast corner of Block 1321; thence in a general northwesterly direction along the northeasterly boundary of said Block 1321 to the southeasterly boundary of Block 1386; thence northeasterly, northwesterly, southwesterly, southeasterly and easterly along the southeasterly, northeasterly, northwesterly, southeasterly and southerly boundaries of said Block 1386 to the easterly boundary of Block 1324 South; thence in a general southerly, northwesterly and southerly direction along the easterly, southwesterly and easterly boundaries of said Block 1324 South to the northerly boundary of Block 1152; thence easterly and southerly along the northerly and easterly boundaries of said Block 1152 to the most easterly northeast corner of Block 277; thence easterly and southerly along the northerly and easterly boundaries of said Block 277 to the southeast corner thereof; thence westerly along the southerly boundary of said Block 277 to the easterly boundary of Block 1118; thence southerly and easterly along the easterly and northerly boundaries of said Block 1118 to the most easterly northeast corner thereof; thence southerly along the easterly boundary of said Block 1118 to the easterly boundary of Block 1318, Alberni and Dunsmuir Land Districts; thence in a general southerly and westerly direction along the easterly and southerly boundaries of said Block 1318 to the southeasterly boundary of Lot 198G (Alberni), Dunsmuir Land District; thence southwesterly and northwesterly along the southeasterly and southwesterly boundaries of said Lot 198G (Alberni) to the southerly boundary of aforesaid Block 1318, Alberni and Dunsmuir Land Districts; thence in a general westerly and southerly direction along the southerly and easterly boundaries of said Block 1318 to the most easterly northeast corner of Block 1034; thence southerly and westerly along the easterly and southerly boundaries of said Block 1034 to the easterly boundary of Block 1082; thence southerly and westerly along the westerly and northerly boundaries of Block 1319, Dunsmuir Land District, to the most westerly northwest corner thereof; thence southerly and easterly along the westerly and southerly boundaries of said

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Block 1319 to the most southerly southeast corner thereof; thence southerly and easterly along the easterly and northerly boundaries of aforesaid Block 1082, Alberni and Dunsmuir Land Districts to the most easterly northeast corner thereof; thence southerly along the easterly boundary of said Block 1082 to the most northerly northeast corner of Block 1112, Dunsmuir and Cowichan Lake Land Districts; thence southerly, easterly, southerly, easterly, southerly, westerly, southerly and easterly along the easterly, northerly, easterly, northerly, easterly, southerly, easterly and northerly boundaries of said Block 1112 to the most easterly northeast corner thereof; thence southerly and westerly along the easterly and southerly boundaries of said Block 1112 to the most northerly northwest corner of Block 1099, Cowichan Lake Land District; thence southerly and easterly along the westerly and southerly boundaries of said Block 1099 to the most southerly southeast corner thereof; thence southerly, easterly, southerly and westerly along the easterly, northerly, easterly and southerly boundaries of Block 1137, Alberni, Dunsmuir and Cowichan Lake Land Districts to the westerly boundary of Esquimalt and Nanaimo Railway Land Grant; thence northwesterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to a point 1.108 kilometres west and 300 metres south of the most southerly southwest corner of Block 139, Cowichan Lake and Dunsmuir Land Districts; thence west 180 metres, more or less, to the northerly boundary of the watershed of Little Nitinat River; thence in a general westerly direction along the northerly boundary of the watershed of said Little Nitinat River to the southerly boundary of the watershed of Parsons Creek; thence in a general westerly direction along the southerly boundary of the watershed of said Parsons Creek to the easterly boundary of the watershed of an unnamed creek, said unnamed creek flowing westerly into said Parsons Creek at a point 1.430 kilometres south and 10.430 kilometres west of the most southerly corner of Lot 38 Barclay Land District; thence in a general northerly and westerly direction along the easterly and northerly boundaries of the

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

watershed of said unnamed creek to a point 998 metres south and 8.606 kilometres west of the most southerly corner of said Lot 38; thence south 240 metres; thence west 1.988 kilometres; thence south 65 degrees west 1.140 kilometres; thence west 553 metres, more or less, to the natural boundary of aforesaid Alberni Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Alberni Inlet on the easterly shore thereof to the southerly boundary of Lot 77, Barclay Land District; thence easterly and northerly along the southerly and easterly boundaries of said Lot 77 to the southerly boundary of Lot 49, Barclay Land District; thence easterly and northerly along the southerly and easterly boundaries of said Lot 49 to the easterly boundary of Lot 48; thence northerly and westerly along the easterly and northerly boundaries of said Lot 48 to the easterly boundary of aforesaid Lot 77; thence northerly and westerly along the easterly and northerly boundaries of said Lot 77 to the natural boundary of aforesaid Alberni Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Alberni Inlet on the easterly shore thereof to the southerly boundary of Lot 153 Alberni Land District; thence easterly and northerly along the southerly and easterly boundaries of said Lot 153 to the natural boundary of China Creek on the left bank thereof; thence due north to the natural boundary of said China Creek on the right bank thereof; thence in a general westerly direction along the natural boundary of said China Creek on the right bank thereof to the natural boundary of aforesaid Alberni Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Alberni Inlet on the easterly shore thereof to a point due west of a tie point, said tie point being 188 metres west and 267 metres north of the southeast corner of aforesaid Lot 159E&N; thence east to said tie point; thence north 63 degrees east 17 metres; thence south 17 degrees east 27 metres; thence south 46 metres; thence east 20 metres; thence north 20 degrees east 18 metres; thence north 61 degrees east 26 metres; thence north 10 degrees 30 minutes 40

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

seconds west 62 metres; thence south 63 degrees west 8 metres; thence north 10 degrees 30 minutes 40 seconds west 438 metres, more or less, to a point due east of the northeast corner of Lot 1 of Lot 15E&N, as shown on Plan 571; thence west 145 metres, more or less, to the natural boundary of aforesaid Alberni Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Alberni Inlet on the easterly shore thereof to the point of commencement.

Also including Block 186, Alberni Land District.

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

Block 2 - Nitinat Lake (2 Areas)

Area 1

Commencing at a point on the westerly boundary of Esquimalt and Nanaimo Railway Land Grant, said point being 1.244 kilometres north and 1.001 kilometres west of the northwest corner of Block 114, Cowichan Lake Land District (being the southeast corner of Lot 699, T0249, former TL 3857P); thence southeasterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant 4.046 kilometres (more or less, to the northeast corner of T0257, former STL 8342P); thence west 6.008 kilometres (more or less, to the northeast corner of Lot 389, T0567, former TL 9734P); thence south 1.609 kilometres; thence west 1.609 kilometres; thence north 2.313 kilometres; thence west 3.244 kilometres; thence south 393 metres; thence west 802 metres; thence south 799 metres; thence west 810 metres; thence south 402 metres; thence east 1.609 kilometres; thence south 1.609 kilometres; thence west 1.207 kilometres; thence south 4.573 kilometres, more

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

or less, to the northerly boundary of the watershed of an unnamed creek, said unnamed creek flowing northwesterly into Caycuse River at a point 201 metres north and 1.006 kilometres east of the southeast corner of Lot 159, Renfrew Land District; thence in a general easterly and southerly direction along the northerly and easterly boundaries of the watershed of said unnamed creek to a point 2.112 kilometres south and 5.560 kilometres east of the southeast corner of aforesaid Lot 159 (said point being due west of the northeast corner of Lot 484, T0498 Block 7, former TL 6408P); thence east 1.737 kilometres (more or less, to the northeast corner of said Lot 484, T0498 Block 7, former TL 6408P); thence south 1.609 kilometres; thence south 54 degrees, 23 minutes, 03 seconds east 1.750 kilometres (to the most westerly southwest corner of Lot 678, also being the southwest corner of former STL 5778P); thence south 35 degrees east 1.711 kilometres (more or less, to the northwest corner of T0497 Block 3, former STL 8287P); thence east 1.609 kilometres; thence south 484 metres, more or less, to the northerly boundary of the watershed of Walbran Creek; thence in a general easterly and southerly direction along the northerly and easterly boundaries of the watershed of said Walbran Creek to the westerly boundary of the watershed of an unnamed creek, said unnamed creek flowing northwesterly into said Walbran Creek at a point 3.350 kilometres north and 2.225 kilometres west of the northwest corner of Lot 173; thence in a general northerly direction along the westerly boundary of the watershed of said unnamed creek to a point 2.219 kilometres north and 1.717 kilometres west of the northwest corner of said Lot 173 (said point being on the southerly boundary of T0477 Block 9, former STL 8293P); thence west 2.053 kilometres (more or less, to the easterly boundary of Lot 462, T0506 Block 1, former TL 6385P); thence south 805 metres; thence west 4.832 kilometres, more or less, to the easterly boundary of Carmanah Valley Forest Management Area, Bill 28-1990, Carmanah Pacific Part Act, approved and ordered March 13, 1991 by Order In Council 317; thence south 241

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

metres (more or less, to the southeast corner of Lot 485 T0533 Block 1, former TL 12604P); thence south 16 degrees west 3.764 kilometres (more or less, to the most northerly northeast corner of expired STL 1734P); thence west 1.005 kilometres; thence south 3.219 kilometres; thence west 1.609 kilometres; thence south 1.609 kilometres, more or less, to the northeast corner of Lot 734, being a point on the northerly boundary of Part 3 of the reserve for Pacific Rim National Park, signed and approved March 2, 1993; thence in a general westerly direction along the northerly boundary of Part 3 of the reserve for said Pacific Rim National Park to the easterly boundary of Carmanah Pacific Park, Bill 28-1990, Carmanah Pacific Park Act, approved and ordered March 13, 1991 by Order In Council 317; thence in a general northeasterly, northerly and northwesterly direction along the southeasterly, easterly and northeasterly boundaries of said Carmanah Pacific Park to the westerly boundary of the watershed of Carmanah Creek; thence in a general northerly direction along the westerly boundary of the watershed of said Carmanah Creek to the northerly boundary of the watershed of Marchand Creek; thence in a general westerly direction along the northerly boundary of the watershed of said Marchand Creek to Triangulation Station "Rossander", Nad 83 coordinates 48 degrees 45 minutes 30.04374 seconds latitude and 124 degrees 41 minutes 28.97292 seconds longitude; thence north 22 degrees west 1.810 kilometres (more or less, to the southwest corner of expired TL 12408P); thence north 44 metres, more or less, to the southeast corner of Lot 767; thence westerly and northerly along the southerly and westerly boundaries of said Lot 767 to the natural boundary of Nitinat Lake on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Nitinat Lake on the southeasterly shore thereof to the westerly boundary of Indian Reserve No. 11 "Malachan"; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Indian Reserve No. 11 to the natural boundary of said Nitinat Lake on the easterly



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

shore thereof; thence in a general northerly direction along the natural boundary of said Nitinat Lake on the easterly shore thereof to the southerly boundary of Section 5, Township 1; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of the southeast quarter of said Section 5 to the easterly boundary of Indian Reserve No. 13 "Opatseeah"; thence northerly along the easterly boundary of said Indian Reserve No. 13 to the natural boundary of Nitinat River on the left bank thereof; thence in a general northerly direction along the natural boundary of said Nitinat River on the left bank thereof to the southerly boundary of the northwest quarter of Section 16, Township 1; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of the northwest quarter of said Section 16 to the northwest corner thereof; thence west 2.782 kilometres, more or less, to the westerly boundary of the watershed of aforesaid Nitinat River; thence in a general southerly direction along the westerly boundary of the watershed of said Nitinat River to a point 196 metres south and 2.375 kilometres west of the northwest corner of the northeast quarter of Section 8, Township 1 (being a point on the easterly boundary of T0785 Block 1, former TL 12388P); thence south 3.400 kilometres, more or less, to the southeasterly boundary of the watershed of an unnamed creek, said unnamed creek flowing southwesterly into Hitchie Lake at a point 440 metres south and 2.225 kilometres west of the northwest corner of Lot 563, Barclay Land District; thence in a general southwesterly direction along the southeasterly boundary of the watershed of said unnamed creek to the westerly boundary of said Lot 563; thence southerly along the westerly boundary of said Lot 563 561 metres (more or less, to the southeast corner of T0738 Block 2, former STL 12401P); thence due west to the easterly boundary of Part 3 of the reserve for aforesaid Pacific Rim National Park; thence in a general northwesterly, southwesterly, westerly and northwesterly direction along the northeasterly, northwesterly, northerly and northeasterly boundaries of Part 3 of said Pacific

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Rim National Park to the southeast corner of Lot 286; thence northerly along the easterly boundary of said Lot 286 402 metres; thence west 805 metres; thence south 402 metres to the southerly boundary of aforesaid Lot 286; thence westerly and northerly along the southerly and westerly boundaries of said Lot 286 to the southeast corner of the northeast quarter of Lot 287; thence westerly and northerly along the southerly and westerly boundaries of the northeast quarter of said Lot 287 to the southeast corner of Lot 274; thence westerly and northerly along the southerly and westerly boundaries of said Lot 274 to the northwest corner thereof; thence easterly along the northerly boundary of said Lot 274 402 metres; thence north 402 metres; thence west 402 metres; thence south 402 metres to the northwest corner of aforesaid Lot 274, being a point on the easterly boundary of Part 3 of the reserve for aforesaid Pacific Rim National Park; thence in a general northerly and westerly direction along the easterly and northerly boundaries of Part 3 of the reserve for said Pacific Rim National Park to the easterly boundary of Indian Reserve No. 12 "Anacla"; thence northerly and westerly along the easterly and northerly boundaries of said Indian Reserve No. 12 to the northwest corner thereof; thence northerly and easterly along the westerly and northerly boundaries of the southeast quarter of Section 17, Township 1 to the northeast corner thereof; thence northerly along the easterly boundary of said Section 17 to the southwest corner of Section 21; thence northerly and easterly along the westerly and northerly boundaries of Legal Subdivisions 4 and 6 of Section 21 to the southwest corner of the northeast quarter of said Section 21; thence northerly along the westerly boundary of the northeast quarter of said Section 21 to the southerly boundary of Indian Reserve No. 4 "Sachsa"; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 4 to the natural boundary of Grappler Inlet on the easterly shore thereof; thence in a general northerly, westerly and southerly direction along the natural boundary of said Grappler Inlet on the easterly, northerly and westerly shores

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

thereof to the southerly boundary of Section 28; thence westerly along the southerly boundaries of Sections 28 and 29 to the southwest corner of the southeast quarter of said Section 29; thence northerly along the westerly boundary of the southeast quarter of said Section 29 to the northwest corner thereof; thence westerly along the southerly boundary of the north half of said Section 29 to the natural boundary of Trevor Channel on the southeasterly shore thereof; thence in a general northeasterly and easterly direction along the natural boundary of said Trevor Channel on the southeasterly and southerly shores thereof to the easterly boundary of Block A of Section 11, Township 2; thence southerly along the easterly boundaries of Block A of Sections 11 and 2 to the southerly boundary of the north half of said Section 2; thence easterly and northerly along the southerly and easterly boundaries of the north half of said Section 2 to the southerly boundary of Indian Reserve No. 3 "Dochsupple"; thence easterly and northerly along the southerly and easterly boundaries of said Indian Reserve No. 3 to the natural boundary of Poett Nook on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Poett Nook on the southerly and easterly shores thereof to the natural boundary of aforesaid Trevor Channel on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Trevor Channel on the southerly and easterly shores thereof to the southerly boundary of Indian Reserve No. 1 "Numukamis"; thence easterly, southerly and easterly along the southerly, westerly and southerly boundaries of said Indian Reserve No. 1 to the southwest corner of Lot 533; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 533 to the northwest corner thereof; thence westerly along the northerly boundary of aforesaid Indian Reserve No. 1 to the southwest corner of Lot 45; thence northerly along the westerly boundary of said Lot 45 to the northwest corner thereof; thence northerly and westerly along the easterly and northerly boundaries of aforesaid

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Indian Reserve No. 1 to the natural boundary of Numukamis Bay on the easterly shore thereof; thence in a general northerly and westerly direction along the natural boundary of said Numukamis Bay on the easterly and northerly shores thereof to the southerly boundary of Section 30, Township 4; thence easterly and northerly along the southerly and easterly boundaries of said Section 30 to the northwest corner of Section 29; thence easterly along the northerly boundary of said Section 29 to the natural boundary of an unnamed lake on the westerly shore thereof, said unnamed lake draining into Crickitt Bay at a point 180 metres north and 775 metres west of the northwest corner of said Section 29; thence in a general southerly, easterly, northerly and westerly direction along the natural boundary of said unnamed lake on the westerly, southerly, easterly and northerly shores thereof to the most westerly boundary of Lot 84; thence northerly along the most westerly boundary of said Lot 84 to a point 805 metres west and 973 metres north of the southwest corner of Lot 44; thence in a general easterly direction along a line parallel to and perpendicularly distant 20 metres south of the natural boundary of San Mateo Bay on the southerly shore thereof to the easterly boundary of aforesaid Lot 84; thence northerly along the easterly boundary of said Lot 84 to the natural boundary of said San Mateo Bay on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said San Mateo Bay on the southerly and easterly shores thereof to the natural boundary of Ritherdon Bay on the southerly shore thereof; thence in a general easterly, northerly and westerly direction along the natural boundary of said Ritherdon Bay on the southerly, easterly and northerly shores thereof to the natural boundary of Alberni Inlet on the easterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Alberni Inlet on the easterly shore thereof to a point 232 metres south and 2.603 kilometres west of the southeast corner of Lot 498; thence east 30 metres; thence north 30 metres; thence due west to the natural boundary of said Alberni Inlet on the easterly shore thereof;

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

thence in a general northerly direction along the natural boundary of said Alberni Inlet on the easterly shore thereof to the southerly boundary of Block B of Section 20; thence east 553 metres; thence north 65 degrees east 1.140 kilometres; thence east 1.988 kilometres; thence north 240 metres, more or less, to the northerly boundary of the watershed of an unnamed creek, said unnamed creek flowing westerly into Parsons Creek at a point 1.579 kilometres south and 10.393 kilometres west of the most southerly corner of Lot 38, Barclay Land District; thence in a general easterly and southerly direction along the northerly and easterly boundaries of the watershed of said unnamed creek to the southerly boundary of the watershed of said Parsons Creek; thence in a general easterly direction along the southerly boundary of the watershed of said Parsons Creek to the northerly boundary of the watershed of Little Nitinat River; thence in a general easterly direction along the northerly boundary of the watershed of said Little Nitinat River to a point 1.288 kilometres west and 300 metres south of the most southerly southwest corner of Block 139, Cowichan Lake and Dunsmuir Land Districts; thence east 180 metres, more or less, to the westerly boundary of aforesaid Esquimalt and Nanaimo Railway Land Grant; thence southeasterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to a point 152 metres west and 193 metres north of Mile Post No. 53 (being a point on the easterly boundary of Lot 214, T0369 Block 5, former TL 9276P); thence south 6.974 kilometres; thence west 26 metres; thence south 1.180 kilometres; thence due east to the westerly boundary of Indian Reserve No. 16 "Saouk"; thence in a general westerly, southerly, easterly and northerly direction along the northerly, westerly, southerly and easterly boundaries of said Indian Reserve No. 16 to the northeast corner thereof; thence east 2.012 kilometres; thence south 1.529 kilometres; thence east 2.463 kilometres; thence south 80 metres; thence east 1.851 kilometres, more or less, to the point of commencement.

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Also including:

that part of Lot 69, Barclay Land District, lying west of Nitinat River;  
fractional northwest quarter of Section 32, Township 4, Barclay Land District.

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

Indian Reserve No. 15 "Chuchummisapo".

Area 2

Commencing at the northeast corner of Section 56, Renfrew Land District, being a point on the easterly boundary of Part 3 of the reserve for Pacific Rim National Park, signed and approved March 2, 1993; thence in a general northeasterly direction along the easterly boundary of Part 3 of the reserve for said Pacific Rim National Park to a point on the easterly boundary of Block B of Lot 756, shown as Pipe Post No. 1 on Plan 12, Tube 1410 on file with the Surveyor General Branch of the Ministry of Environment, Lands and Parks at Victoria; thence southerly along the easterly boundary of said Lot 756 to the southeast corner thereof; thence south 402 metres (more or less, to the southwest corner of Lot 398, former TL 7445P); thence east 563 metres, more or less, to the southerly boundary of the watershed of an unnamed creek, said unnamed creek flowing westerly into Cheewat Lake at a point 275 metres north and 809 metres west of the southeast corner of aforesaid Lot 756; thence in a general southeasterly direction along the southerly boundary of the watershed of said unnamed creek to the westerly boundary of Carmanah Pacific Park, Bill 28-1990, Carmanah Pacific Park Act, approved and ordered March 13, 1991 by Order In Council 317; thence in a general southerly direction along the westerly boundary of said Carmanah Pacific Park to the northerly boundary of Part 3 of the reserve for aforesaid

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Pacific Rim National Park; thence in a general westerly and northwesterly direction along the northerly and northeasterly boundaries of Part 3 of the reserve for said Pacific Rim National Park to the easterly boundary of Lot 726; thence northerly along the easterly boundary of said Lot 726 to the northeast corner thereof, being a point on the easterly boundary of Part 3 of the reserve for said Pacific Rim National Park; thence in a general northerly direction along the easterly boundary of Part 3 of the reserve for said Pacific Rim National Park to the northeast corner of aforesaid Section 56, being the point of commencement.

Block 3 - Sproat Lake

Commencing at the intersection of the westerly boundary of Esquimalt and Nanaimo Railway Land Grant and the northerly boundary of Block 1331, Newcastle Land District; thence in a general easterly direction along the northerly boundaries of said Block 1331 to the westerly boundary of Block 700; thence northerly, westerly and northerly along the westerly, southerly and westerly boundaries of said Block 700 to the southerly boundary of Block 321, Nelson and Newcastle Land Districts; thence easterly, southerly and easterly along the southerly, westerly and southerly boundaries of said Block 321 to the natural boundary of Nimmim Lake on the westerly shore thereof; thence in a general southerly, easterly, northerly and westerly direction along the natural boundary of said Nimmim Lake on the westerly, southerly, easterly and northerly shores thereof to the easterly boundary of said Block 321; thence northerly along the easterly boundary of said Block 321 to the northerly boundary of Block 497; thence easterly along the northerly boundary of said Block 497 to the most northerly northeast corner thereof; thence southerly and easterly along the easterly and northerly boundaries of said Block 497 to the westerly boundary of Block 604 (Newcastle); thence northerly and easterly along the westerly and northerly

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

boundaries of said Block 604 (Newcastle) to the westerly boundary of Block 490, Nelson Land District; thence northerly and easterly along the westerly and northerly boundaries of said Block 490 to the northeast corner thereof; thence northerly in a straight-line 411 metres, more or less, to an internal angle of Block 74, Nelson and Newcastle Land Districts; thence easterly along the northerly boundary of said Block 74 to the northwest corner of Block 489 (Nelson); thence easterly and southerly along the northerly and easterly boundaries of said Block 489 (Nelson) to the northwesterly boundary of Block 1330 West; thence in a general northeasterly and southerly direction along the northwesterly and easterly boundaries of said Block 1330 West to the northwesterly boundary of Block 1361; thence southwesterly, southeasterly, northeasterly, southeasterly and easterly along the northwesterly, southwesterly, southeasterly, southwesterly and southerly boundaries of said Block 1361 to the northeasterly boundary of aforesaid Block 1330 West; thence in a general southeasterly direction along the northeasterly boundary of said Block 1330 West to the northerly boundary of Block 1366, Newcastle Land District; thence westerly along the northerly boundary of said Block 1366 to the most northerly northeast corner of Block 1346; thence westerly and southerly along the northerly and westerly boundaries of said Block 1346 to the northerly boundary of Lot 83E&N; thence westerly and southerly along the northerly and westerly boundaries of said Lot 83E&N to the northerly boundary of Block 1204; thence westerly along the northerly boundary of said Block 1204 to the northwest corner thereof; thence southerly and easterly along the westerly and southerly boundaries of said Block 1204 to the westerly boundary of Lot 263E&N, Newcastle and Alberni Land Districts; thence northerly along the westerly boundary of said Lot 263E&N to the most northerly northwest corner thereof; thence easterly and southerly along the northerly and easterly boundaries of said Lot 263E&N to the northwest corner of Lot 71E&N; thence southerly along the westerly boundary of said Lot 71E&N to the southwest



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

corner thereof; thence southerly along the easterly boundary of aforesaid Lot 263E&N to the natural boundary of Stamp River on the left bank thereof; thence due south to the natural boundary of said Stamp River on the right bank thereof; thence in a general southeasterly direction along the natural boundary of said Stamp River on the right bank thereof to the northerly boundary of Lot 193E&N, Alberni Land District; thence westerly and southerly along the northerly and westerly boundaries of said Lot 193E&N to the southwest corner thereof; thence easterly and southerly along the northerly and easterly boundaries of the west half of Lot 172E&N to the southeast corner thereof; thence southerly along the easterly boundary of the west half of Lot 171E&N to the southeast corner thereof; thence southerly along the westerly boundary of Lot 157E&N to the northeasterly boundary of Lot 2 of Reference Plan 48620, deposited in Victoria Land Title Office; thence northwesterly along the northeasterly boundaries of Lots 2 and 1 of said Reference Plan 48620 to the most northerly corner of said Lot 1; thence southwesterly and southeasterly along the northwesterly and southwesterly boundaries of said Lot 1 to the most westerly corner of aforesaid Lot 2; thence southeasterly along the southwesterly boundary of said Lot 2 to the northerly boundary of Lot 130; thence westerly and southerly along the northerly and westerly boundaries of said Lot 130 to the southwest corner thereof; thence southerly along the westerly boundary of Lot 60E&N to the northerly boundary of Lot 58; thence westerly, southerly, easterly and northerly along the northerly, westerly, southerly and easterly boundaries of said Lot 58 to the northwest corner of Lot 35; thence easterly along the northerly boundaries of Lots 35 and 52 to the northeast corner of said Lot 52; thence southerly along the easterly boundary of said Lot 52 to the natural boundary of Sproat Lake on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Sproat Lake on the northerly shore thereof to the most southerly southeast corner of Block 3 of Lot 98E&N, Plan 4087; thence northerly along the easterly

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

boundaries of said Block 3 to the northeast corner thereof; thence westerly along the northerly boundaries of Blocks 3 and 2 of said Lot 98E&N, Plan 4087 and the northerly boundary of Block 2 of said Lot 98E&N, Plan 8808 to the northwest corner of Block 2, of said Lot 98E&N, Plan 8808; thence northerly in a straight-line to the southeast corner of Block A of Lot 98E&N, Plan 4786; thence northerly and westerly along the easterly and northerly boundaries of said Block A of Lot 98E&N, Plan 4786 to the northwest corner thereof; thence due west to the easterly boundary of Lot 134E&N; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 134E&N to the northeast corner of a surveyed parcel of Lot 148E&N, as shown on Plan D.D. 10101; thence westerly and southerly along the northerly and westerly boundaries of said surveyed parcel of Lot 148E&N, Plan D.D. 10101 to the northerly boundary of the subdivision of Lot 148 shown on Plan 4175; thence westerly along the northerly boundaries of the subdivisions of Lots 148E&N and 126E&N as shown on Plans 4175, 4507, 4356, 4239 and 5774 to the easterly boundary of Block A of Lot 126E&N, as shown on plan attached to D.D. 6816-I; thence northerly and westerly along the easterly and northerly boundaries of said Block A of Lot 126E&N, Plan D.D. 6816-I to the northerly boundary of the right of way of Alberni-Tofino Highway; thence westerly along the northerly boundary the right of way of said Alberni-Tofino Highway to the northerly boundary of Lot 6 of Plan 4600; thence northwesterly along the northerly boundaries of Lots 6 and 7 of said Plan 4600 to the northwest corner of Lot 7 of said Plan 4600; thence southerly along the westerly boundary of Lot 7 of said Plan 4600 to the northerly boundary of the right of way of aforesaid Alberni-Tofino Highway; thence westerly along the northerly boundary of the right of way of said Alberni-Tofino Highway to the westerly boundary of aforesaid Esquimalt and Nanaimo Railway Land Grant; thence southeasterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to the northeast corner of

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Lot 91, Clayoquot Land District; thence westerly along the northerly boundaries of Lots 91 and 950 to the most easterly northeast corner of Lot 952; thence southerly along the easterly boundary of said Lot 952 to the northeast corner of Lot 503; thence westerly along the northerly boundary of said Lot 503 to the northwest corner thereof; thence southerly along the westerly boundary of said Lot 503 to the northeast corner of Lot 2093; thence in a general westerly direction along the northerly boundaries of Lots 2093 and 2092 to the easterly boundary of Lot 2091; thence northerly, westerly, southerly, westerly and southerly along the easterly, northerly, westerly, northerly and westerly boundaries of said Lot 2091 to the northerly boundary of Lot 2090; thence in a general northwesterly direction along the northerly boundaries of said Lot 2090 to the easterly boundary of Lot 2089; thence northerly, westerly, northerly, westerly, southerly, westerly and southerly along the easterly, northerly, easterly, northerly, westerly, northerly and westerly boundaries of said Lot 2089 to the southwest corner thereof, being a point on the natural boundary of aforesaid Sproat Lake on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Sproat Lake on the northerly shore thereof to the southwest corner of Lot 507; thence northerly along the westerly boundary of said Lot 507 to the northerly limit of the right of way of aforesaid Alberni-Tofino Highway; thence in a general westerly direction along the northerly limit of the right of way of said Alberni-Tofino Highway to the westerly boundary of Lot 946; thence southerly along the westerly boundary of said Lot 946 to the natural boundary of aforesaid Sproat Lake on the northerly shore thereof; thence in a general westerly, southerly and easterly direction along the natural boundary of said Sproat Lake on the northerly, westerly and southerly shores thereof to the easterly boundary of Lot 951; thence southerly along the easterly boundary of said Lot 951 to the natural boundary of Two Rivers Arm of said Sproat Lake on the westerly shore thereof; thence in a general southwesterly direction along the natural boundary of said Two Rivers Arm on the

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

westerly shore thereof to the northerly boundary of Lot 375; thence westerly and southerly along the northerly and westerly boundaries of said Lot 375 to the northeast corner of Lot 364; thence westerly along the northerly boundary of said Lot 364 to the northwest corner thereof; thence southerly along the westerly boundary of said Lot 364 to the natural boundary of aforesaid Two Rivers Arm on the northerly shore thereof; thence in a general southeasterly direction along the natural boundary of said Two Rivers Arm on the northerly shore thereof to the easterly boundary of said Lot 364; thence northerly along the easterly boundary of said Lot 364 to the southwest corner of aforesaid Lot 375; thence easterly along the southerly boundary of said Lot 375 to the natural boundary of said Two Rivers Arm on the westerly shore thereof; thence due east to the natural boundary of said Two Rivers Arm on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Two Rivers Arm on the easterly shore thereof to the natural boundary of Stirling Arm of aforesaid Sproat Lake on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Stirling Arm on the southerly shore thereof to the westerly boundary of Lot 89; thence southerly, easterly, northerly and easterly along the westerly, southerly, easterly and southerly boundaries of said Lot 89 to the natural boundary of said Stirling Arm on the southerly shore thereof; thence in a general easterly, northerly and westerly direction along the natural boundary of said Stirling Arm on the southerly, easterly and northerly shores thereof to the most westerly southwest corner of Lot A of part of Lot B of District Lots 61 and 141E&N, Plans 18307 and 18415, Alberni Land District; thence northerly, easterly and southerly along the westerly, northerly and easterly boundaries of said Lot A to the southeast corner thereof, being a point on the northerly boundary of Block 248; thence easterly, northerly and easterly along the northerly, westerly and northerly boundaries of said Block 248 to the northeast corner thereof; thence easterly along the northerly boundary of Block 584 to the southwest corner

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

of Lot 307; thence easterly along the southerly boundary of said Lot 307 to the southwest corner of Lot 124; thence northerly, easterly, southerly and easterly along the westerly, northerly, easterly and northerly boundaries of said Lot 124 to the natural boundary of Alberni Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Alberni Inlet on the westerly shore thereof to the northeast corner of Indian Reserve No. 3 "Cous"; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Indian Reserve No. 3 to the natural boundary of said Alberni Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Alberni Inlet on the westerly shore thereof to the northerly boundary of Indian Reserve No. 4 "Chuchakacook"; thence westerly and southerly along the northerly and westerly boundaries of said Indian Reserve No. 4 to the natural boundary of said Alberni Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Alberni Inlet on the westerly shore thereof to the natural boundary of Nahmint Bay on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Nahmint Bay on the northerly shore thereof to the easterly boundary of Indian Reserve No. 5 "Kleykleyhous"; thence northerly and westerly along the easterly and northerly boundaries of said Indian Reserve No. 5 to the northwest corner thereof, being a point of the natural boundary of Nahmint River on the left bank thereof; thence due west to the natural boundary of said Nahmint River on the right bank thereof; thence in a general southerly and easterly direction along the natural boundary of said Nahmint River on the right bank thereof to the natural boundary of aforesaid Nahmint Bay on the southwesterly shore thereof; thence in a general southeasterly direction along the natural boundary of said Nahmint Bay on the southwesterly shore thereof to the natural boundary of aforesaid Alberni Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

said Alberni Inlet on the westerly shore thereof to the southerly boundary of Lot 77; thence westerly and northerly along the southerly and westerly boundaries of said Lot 77 to the southerly boundary of Lot 295; thence westerly along the southerly boundary of said Lot 295 to the southwest corner thereof; thence south 89 degrees west 601 metres (more or less, to the northwest corner of Lot 923, T0811, former TL 3440P); thence south 1 degree east 915 metres (more or less, the southwest corner of said Lot 923, T0811, former TL 3440P); thence due south 216 metres, more or less, to the southerly boundary of the watershed of aforesaid Nahmint River; thence in a general northwesterly direction along the southerly boundary of the watershed of said Nahmint River to a point 2.177 kilometres west and 1.634 kilometres north of Triangulation Station "Handy Geod", NAD 27 coordinates 124 degrees 57 minutes 26.8600 seconds longitude and 49 degrees 04 minutes 10.1120 seconds latitude; thence north 752 metres (more or less, to the northeast corner of Lot 1220, T0195 Block 10, former TL 11763P); thence west 264 metres, more or less, to the southwesterly boundary of the watershed of aforesaid Nahmint River; thence in a general northwesterly direction along the southwesterly boundary of the watershed of said Nahmint River to a point 1.940 kilometres south and 560 metres west of the confluence of Nahmint River and Nahmint Lake on the southerly shore thereof; thence north 240 metres, more or less, to the southwesterly boundary of the watershed of said Nahmint River; thence in a general northwesterly and westerly direction along the southwesterly and southerly boundaries of the watershed of said Nahmint River to the northerly boundary of the watershed of Effingham River; thence in a general westerly direction along the northerly boundary of the watershed of said Effingham River to a point 1.358 kilometres west and 163 metres south of Triangulation Station Third Try, NAD 27 coordinates 49 degrees 11 minutes 30.8500 seconds latitude and 125 degrees 16 minutes 51.2399 seconds longitude (said point being due east of the southeast corner of expired STL 4802P); thence west 1.811 kilometres

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

(more or less, to the most southerly southwest corner of said expired STL 4802P); thence north 805 metres; thence west 402 metres; thence north 1.609 kilometres; thence west 805 metres; thence north 1.609 kilometres; thence west 3.100 kilometres, more or less, to the northerly boundary of the watershed of an unnamed creek flowing southeasterly into Kennedy River at a point 1.760 kilometres north and 770 metres east of the most northerly northeast corner of Lot 617; thence in a general westerly direction along the northerly boundary of the watershed of said unnamed creek to the southerly boundary of the watershed of a second unnamed creek flowing westerly into said Kennedy River at a point 4.875 kilometres north and 630 metres east of the most northerly northeast corner of aforesaid Lot 617; thence in a general westerly direction along the southerly boundary of the watershed of said second unnamed creek to the westerly boundary of the watershed of said Kennedy River; thence in a general northwesterly direction along the westerly boundary of the watershed of said Kennedy River to the easterly boundary of the watershed of Ursus Creek; thence in a general northerly direction along the easterly boundary of the watershed of said Ursus Creek to the most southerly boundary of Strathcona Provincial Park (as described by Order In Council 1201, approved and ordered August 2, 1990); thence easterly along the most southerly boundary of said Strathcona Provincial Park and the easterly prolongation thereof to the westerly boundary of Esquimalt and Nanaimo Railway Land Grant; thence northwesterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to the point of commencement.

Also including:

North 402 metres of Lots 1 and 2 of Block D of Lot 258E&N, Plan 2024,  
Newcastle Land District.

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

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Ecological Reserve No. 90 "Sutton Pass";  
Sproat Lake Provincial Park.

Block 4 - Henderson Lake (2 Areas)

Area 1

Commencing at the northeast corner of Indian Reserve No. 1 "Cowishil", Clayoquot Land District, being a point on the natural boundary of Uchucklesit Inlet on the westerly shore thereof; thence westerly and southerly along the northerly and westerly boundaries of said Indian Reserve No. 1 to the natural boundary of Alberni Inlet on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Alberni Inlet on the northerly shore thereof to the southerly boundary of Lot 1630; thence easterly, northerly, westerly, southerly and easterly along the southerly, easterly, northerly, westerly and southerly boundaries of said Lot 1630 to the natural boundary of said Alberni Inlet on the westerly shore thereof; thence in a general southerly and westerly direction along the natural boundary of said Alberni Inlet on the westerly and northerly shores thereof to the natural boundary of Rainy Bay on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Rainy Bay on the easterly shore thereof to the southerly boundary of Lot 2 of Block 6, Section 5, Plan 459, deposited in Victoria Land Title Office; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 2, Plan 459 to the natural boundary of said Rainy Bay on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Rainy Bay on the easterly shore thereof to the southerly boundary of Indian Reserve No. 4 "Tswooowa"; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 4 to the natural boundary of said Rainy Bay on the easterly shore thereof; thence in a general northerly, westerly and southerly



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

direction along the natural boundary of said Rainy Bay on the easterly, northerly and westerly shores thereof to the most southerly southeast corner of Lot 685; thence westerly along the southerly boundary of said Lot 685 to the most southerly southwest corner thereof, being a point on the natural boundary of said Rainy Bay on the easterly shore thereof; thence in a general northerly, westerly and southerly direction along the natural boundary of said Rainy Bay on the easterly, northerly and westerly shores thereof to the easterly boundary of Indian Reserve No. 5 "Ahmitsa", Barclay Land District; thence northerly and westerly along the easterly and northerly boundaries of said Indian Reserve No. 5 to the northeast corner of Lot 4 (Alberni); thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Lot 4 (Alberni), to the natural boundary of aforesaid Rainy Bay on the westerly shore thereof; thence in a general southeasterly direction along the natural boundary of said Rainy Bay on the westerly shore thereof to the natural boundary of Junction Passage on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Junction Passage on the northerly shore thereof to a point 2.534 kilometres west and 337 metres south of the northeast corner of aforesaid Indian Reserve No. 5 "Ahmitsa", being a point on the natural boundary of said Junction Passage on the northerly shore thereof; thence north 21 degrees west 1.041 kilometres, more or less, to the natural boundary of Useless Inlet on the northwesterly shore thereof; thence north 11 degrees west 666 metres; thence north 2 degrees east 380 metres, more or less, to the westerly boundary of the watershed of aforesaid Useless Inlet; thence in a general northerly direction along the westerly boundary of the watersheds of Useless and Uchucklesit Inlets to a point 2.494 kilometres south and 1.377 kilometres east of the southeast corner of Indian Reserve No. 4 "Quinaquilth", Clayoquot Land District (said point being due south of the most westerly southwest corner of Lot 883, T0622 Block 4, former TL 3451P); thence due north to the natural boundary of

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Uchuck Lake on the southerly shore thereof; thence in a general easterly, northerly and westerly direction along the natural boundary of said Uchuck Lake on the southerly, easterly and northerly shores thereof to a point 590 metres south and 1.230 kilometres east of the southeast corner of aforesaid Indian Reserve No. 4 (said point being due south of the third most southerly southwest corner of Lot 886, T0641 Block 1, former TL 3442P); thence north 590 metres; thence due west to the southeast corner of said Indian Reserve No. 4; thence northerly and westerly along the easterly and northerly boundaries of said Indian Reserve No. 4 to the natural boundary of Effingham Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Effingham Inlet on the easterly shore thereof to a point 853 metres north and 543 metres west of the northeast corner of said Indian Reserve No. 4; thence north 1.002 kilometres (more or less to the northwest corner of Lot 900, expired TL 3454P); thence east 707 metres, more or less, to the westerly boundary of the watershed of Coeur d'Alene Creek; thence in a general northerly direction along the westerly boundary of the watershed of said Coeur d'Alene Creek to the easterly boundary of the watershed of Effingham Inlet; thence in a general northerly direction along the easterly boundaries of the watersheds of Effingham Inlet and Effingham Creek to the southerly boundary of the watershed of Nahmint River; thence in a general easterly and southeasterly direction along the southerly and southwesterly boundaries of the watershed of said Nahmint River to a point 1.700 kilometres south and 560 metres west of the confluence of Nahmint River and Nahmint Lake on the southerly shore thereof (being a point on the westerly boundary of Block B of Lot 657, T0234 Block 5, former TL 14172P); thence south 240 metres, more or less, to the southwesterly boundary of the watershed of said Nahmint River; thence in a general southeasterly direction along the southwesterly boundary of the watershed of said Nahmint River to a point 2.441 kilometres west and 2.386 kilometres north of Triangulation Station "Handy

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Geod", NAD 27 coordinates 124 degrees 57 minutes 26.8600 seconds longitude and 49 degrees 04 minutes 10.1120 seconds latitude (being a point due west of the northeast corner of Lot 1220, T0195 Block 10, former TL 11763P); thence east 264 metres (more or less, to the northeast corner of said Lot 1220); thence south 750 metres, more or less, to the westerly boundary of the watershed of said Nahmint River; thence in a general southerly direction along the westerly boundary of the watershed of said Nahmint River to a point 2.057 kilometres west and 776 metres north of aforesaid Triangulation Station "Handy Geod" (said point being due east of the southeast corner of aforesaid Lot 1220); thence west 438 metres; thence south 805 metres; thence west 290 metres; thence south 2.950 kilometres; thence west 583 metres; thence south 177 metres; thence east 237 metres; thence south 2.753 kilometres, more or less, to a point on the northwesterly boundary of Lot 1674; thence southwesterly along the northwesterly boundaries of Lots 1674, 1673 and 1675 to a point due east of the southeast corner of Lot 1248; thence west 1.310 kilometres, more or less, to the southeast corner of said Lot 1248; thence westerly along the southerly boundary of said Lot 1248 to the natural boundary of aforesaid Uchucklesit Inlet on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Uchucklesit Inlet on the northeasterly shore thereof to the natural boundary of Snug Basin on the easterly shore thereof; thence in a general northeasterly and northwesterly direction along the natural boundary of said Snug Basin on the southeasterly and northeasterly shores thereof to the easterly boundary of Indian Reserve No. 2 "Elhlateese"; thence northerly, westerly, southerly and easterly along the easterly, northerly, westerly and southerly boundaries of said Indian Reserve No. 2 to the natural boundary of aforesaid Uchucklesit Inlet on the westerly shore thereof; thence in a general southerly and southeasterly direction along the natural boundary of said Uchucklesit Inlet on the westerly

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

and southwesterly shores thereof to the northeast corner of aforesaid Indian Reserve No. 1  
"Cowishil", being the point of commencement.

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Area 2

Commencing at the northeast corner of Lot 5 (Barclay), Clayoquot Land District; thence westerly along the northerly boundaries of Lot 5 (Barclay) and Lot 1961 to the southeasterly boundary of Lot 356; thence northeasterly, northwesterly and southwesterly along the southeasterly, northeasterly and northwesterly boundaries of said Lot 356 to the natural boundary of Uchucklesit Inlet on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Uchucklesit Inlet on the northeasterly shore thereof to the southeast corner of a portion of Section 79, as shown on explanatory Plan 1649R, deposited in Victoria Land Title Office; thence in a general northwesterly direction along the southwesterly boundary of said explanatory Plan 1649R to the westerly boundary of said Section 79 (Alberni); thence northerly and easterly along the westerly and northerly boundaries of said Section 79 (Alberni) to the northwesterly boundary of Lot 332; thence northeasterly and southeasterly along the northwesterly and northeasterly boundaries of said Lot 332 to the westerly boundary of Lot 333; thence northerly, easterly, southerly and westerly along the westerly, northerly, easterly and southerly boundaries of said Lot 333 to the northeasterly boundary of aforesaid Lot 332; thence southeasterly and southwesterly along the northeasterly and southeasterly boundaries of said Lot 332 to the northwesterly boundary of Lot 336; thence northeasterly along the northwesterly boundaries of Lots 336 and 337 to the northeast corner of said Lot 337; thence south 60 degrees east 780 metres; thence south 100 metres; thence south 48 degrees east 600 metres; thence east 550 metres; thence south 450 metres; thence east 390 metres, more or less, to a point due north of the most northerly corner of Lot 96 (Alberni); thence south to the most northerly corner of said Lot 96; thence southeasterly, southwesterly and northwesterly along the northeasterly, southeasterly and southwesterly boundaries of said Lot 96 (Alberni) to the southeasterly boundary of Lot 44 (Alberni); thence southwesterly

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

and northwesterly along the southeasterly and southwesterly boundaries of said Lot 44 (Alberni) to the easterly boundary of Lot 598; thence southerly along the easterly boundary of said Lot 598 to the southeast corner thereof; thence westerly along the southerly boundaries of Lots 598, 597 and 596 to the natural boundary of Alberni Inlet on the easterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Alberni Inlet on the easterly shore thereof to the westerly boundary of aforesaid Lot 596; thence northerly and easterly along the westerly and northerly boundaries of said Lot 596 to a point due south of the southeast corner of aforesaid Lot 5 (Barclay); thence north to the southeast corner of said Lot 5 (Barclay); thence northerly along the easterly boundary of said Lot 5 (Barclay) to the point of commencement.

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

Block 5 - Kennedy Lake (7 areas)

Area 1

Commencing at the northeast corner of Lot 1013, Clayoquot Land District, being a point on the natural boundary of Clayoquot Arm of Kennedy Lake on the westerly shore thereof; thence westerly along the northerly boundary of said Lot 1013 to the northwest corner thereof; thence north 230 metres (more or less, to an internal angle of expired TL 2093P); thence west 4.266 kilometres, more or less, to the natural boundary of Tofino Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of Tofino Inlet and Deer Bay on the easterly shores thereof to the southerly boundary of Indian Reserve No. 9 "Onadsilth"; thence easterly, northerly, westerly and southerly along the southerly, easterly, northerly and westerly boundaries of said Indian Reserve No. 9 to the

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

natural boundary of said Deer Bay on the northerly shore thereof; thence in a general westerly and southerly direction along the natural boundary of said Deer Bay on the northerly and westerly shores thereof to the natural boundary of aforesaid Tofino Inlet on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Tofino Inlet on the northerly shore thereof to a point 20 metres north and 4.209 kilometres east of the northwest corner of Indian Reserve No. 10 "Elseuklis" (said point being due south of the most northerly northeast corner of Lot 1252, expired TL 10972P); thence north 805 metres; thence west 805 metres; thence south 402 metres; thence west 805 metres; thence south 905 metres; thence west 805 metres; thence south 684 metres; thence west 450 metres, more or less, to the southeast corner of Lot 315; thence westerly along the southerly boundary of said Lot 315 to the natural boundary of Tranquil Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Tranquil Inlet on the easterly shore thereof to the natural boundary of Tranquil Creek on the left bank thereof; thence in a general northerly direction along the natural boundary of said Tranquil Creek on the left bank thereof to a point due east of the northeast corner of aforesaid Indian Reserve No. 10; thence west to the northeast corner of said Indian Reserve No. 10; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Indian Reserve No. 10 to the natural boundary of aforesaid Tranquil Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundaries of Tranquil and Tofino Inlets on the westerly shores thereof to a point 2.367 kilometres south and 2.381 kilometres east of the northeast corner of Lot 1164 (being a point on the southerly boundary of Lot 624, T0130 Block 4, former TL 236); thence west (following the southerly boundaries of Lots 624 and 624A) 1.127 kilometres, more or less, to the natural boundary of Gunner Inlet on the easterly shore thereof; thence in general northerly, westerly and southerly direction along the natural

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

boundary of said Gunner Inlet on the easterly, northerly and westerly shores thereof to a point 2.794 kilometres south and 317 metres east of the northeast corner of Lot 1164 (said point being due east of the most southerly southwest corner of Lot 639, T0130 Block 2, former TL 214); thence west 351 metres; thence north 787 metres; thence west 402 metres; thence south 402 metres; thence north 87 degrees west 1.326 kilometres, more or less, to the natural boundary of Fortune Channel on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Fortune Channel on the easterly shore thereof to the southerly boundary of aforesaid Lot 1164; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 1164 to the natural boundary of said Fortune Channel on the easterly shore thereof; thence in a general northerly direction along the natural boundary of Fortune Channel and Warn Bay on the easterly shores thereof to the natural boundary of Bulson Creek on the left bank thereof; thence in a general northerly direction along the natural boundary of said Bulson Creek on the left bank thereof to a point due east of the northeast corner of Indian Reserve No. 13 "Quortsowe"; thence due west to the northeast corner of said Indian Reserve No. 13; thence westerly and southerly along the northerly and westerly boundaries of said Indian Reserve No. 13 to the natural boundary of aforesaid Warn Bay on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Warn Bay on the northwesterly shore thereof to a point 2.171 kilometres south and 2.700 kilometres west of the northwest corner of aforesaid Indian Reserve No. 13; thence north 318 metres; thence west 390 metres; thence north 2.421 kilometres; thence west 530 metres, more or less, to the easterly boundary of the watershed of Bedwell Sound; thence in a general northerly direction along the easterly boundary of the watershed of said Bedwell Sound to a point 2.585 kilometres south and 1.100 kilometres east of the southeast corner of Indian Reserve No. 14 "Oinimitis"; thence west 201 metres; thence north 805 metres; thence west



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

805 metres; thence north 805 metres; thence west 805 metres; thence north 805 metres, more or less, to the natural boundary of aforesaid Bedwell Sound on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Bedwell Sound on the southeasterly shore thereof to the southerly boundary of aforesaid Indian Reserve No. 14; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 14 to the natural boundary of Bedwell River on the left bank thereof; thence in a general northerly direction along the natural boundary of said Bedwell River on the left bank thereof to a point due east of the southeast corner of Lot 694; thence west to the southeast corner of said Lot 694; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 694 to the northwest corner of Lot 693; thence southerly along the westerly boundary of said Lot 693 to the northeast corner of Lot 451; thence westerly and southerly along the northerly and westerly boundaries of said Lot 451 to the natural boundary of aforesaid Bedwell Sound on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Bedwell Sound on the northwesterly shore thereof to a point 250 metres north and 1.550 kilometres east of the northeast corner of Lot 1378 (being the most easterly northeast corner of expired STL 11825P); thence west 570 metres, more or less, to the natural boundary of an unnamed lake on the easterly shore thereof; thence in a general northerly, westerly and southerly direction along the natural boundary of said unnamed lake on the easterly, northerly and westerly shores thereof to a point 553 metres north and 544 metres east of the northeast corner of aforesaid Lot 1378 (being the most northerly northeast corner of said expired STL 11825P); thence west 2.122 kilometres (more or less, to the easterly boundary of Lot 623, T0419 Block 1, former TL 232); thence south 708 metres, more or less, to the natural boundary of Cypress Bay on the northerly shore thereof; thence in a general westerly direction along the natural boundary of

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

said Cypress Bay on the northerly shore thereof to the northerly boundary of Lot 1632; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1632 to the natural boundary of said Cypress Bay on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Cypress Bay on the northerly shore thereof to the easterly boundary of Indian Reserve No. 20 "Wahous"; thence northerly, westerly, and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 20 to the natural boundary of said Cypress Bay on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Cypress Bay on the northerly shore thereof to the easterly boundary of Lot 1203; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 1203 to the northerly boundary of Indian Reserve No. 19 "Wahous"; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Indian Reserve No. 19 to the natural boundary of aforesaid Cypress Bay on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundaries of Cypress Bay, Hecate Bay and Epper Passage on the northwesterly shores thereof to the easterly boundary of Indian Reserve No. 18 "Sutaquis"; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 18 to the natural boundary of said Epper Passage on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Epper Passage on the northwesterly shore thereof to the northerly boundary of Lot 1441; thence westerly along the northerly boundary of said Lot 1441 to the easterly boundary of Lot 1442; thence northerly along the easterly boundary of said Lot 1442 to the northeast corner thereof (being a point on the westerly boundary of Lot 623C, T0419 Block 4, former TL 235); thence north 1.021 kilometres; thence east 805 metres; thence north 402 metres; thence east 402 metres; thence north 1.207 kilometres; thence east 402 metres; thence north

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

1.609 kilometres; thence west 402 metres; thence north 402 metres; thence west 402 metres; thence north 402 metres; thence west 2.816 kilometres; thence south 2.816 kilometres; thence east 402 metres; thence south 2.214 kilometres, more or less, to the northwest corner of aforesaid Lot 1442, being a point on the natural boundary of Calmus Passage on the northerly shore thereof; thence in a general northwesterly direction along the natural boundary of said Calmus Passage on the northerly shore thereof to a point 186 metres south and 286 metres west of the southeast corner of Indian Reserve No. 17 "Chetarpe"; thence due north to the southerly boundary of said Indian Reserve No. 17; thence easterly and northerly along the southerly and easterly boundaries of said Indian Reserve No. 17 to the northeast corner thereof; thence westerly along the northerly boundary of said Indian Reserve No. 17 286 metres; thence north 1.499 kilometres; thence west 402 metres; thence north 2.324 kilometres, more or less, to the natural boundary of Bawden Bay on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Bawden Bay on the southerly and easterly shores thereof to the southerly boundary of Lot 1601; thence easterly along the southerly boundary of said Lot 1601 to the southeast corner thereof; thence east 702 metres (more or less, to an internal angle of Lot 623A, T0419 Block 2, former TL 233); thence north 1.132 kilometres, more or less, to the natural boundary of Herbert Inlet on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Herbert Inlet on the southerly shore thereof to the westerly boundary of Indian Reserve No. 22 "Peneetle"; thence southerly, easterly, northerly and westerly along the westerly, southerly, easterly and northerly boundaries of said Indian Reserve No. 22 to the natural boundary of said Herbert Inlet on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Herbert Inlet on the easterly shore thereof to the southerly boundary of Strathcona Provincial Park (as described by Order In Council 1201, approved

**SCHEDULE “B”**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

and ordered August 2, 1990); thence easterly along the southerly boundary of said Strathcona Provincial Park to a point being approximately 75 metres north and 17 metres west of the northeast corner of Lot 1935; thence easterly in a straight-line 6.860 kilometres, more or less, to a point on the southerly boundary of said Strathcona Provincial Park; thence easterly along the southerly boundary of said Strathcona Provincial Park to the easterly boundary of the watershed of Ursus Creek; thence in a general southerly direction along the easterly boundary of the watershed of said Ursus Creek to the westerly boundary of the watershed of Kennedy River; thence in a general southerly direction along the westerly boundary of the watershed of said Kennedy River to a point 2.217 kilometres west and 2.201 kilometres north of the northwest corner of Lot 293; thence east 845 metres; thence north 405 metres; thence east 302 metres; thence north 503 metres; thence east 1.006 kilometres; thence north 101 metres; thence east 905 metres; thence north 604 metres; thence east 905 metres; thence north 302 metres; thence east 604 metres; thence south 604 metres; thence west 161 metres (more or less, to a point due north of the most northerly northeast corner of Lot 617, T0557, former TL 200); thence south 201 metres (more or less, to the most northerly northeast corner of said Lot 617, T0557, former TL 200); thence south 1.609 kilometres; thence west 805 metres; thence south 3.219 kilometres; thence west 2.012 kilometres; thence south 805 metres; thence east 402 metres; thence south 805 metres; thence east 402 metres; thence south 402 metres; thence east 402 metres; thence south 805 metres; thence west 2.012 kilometres; thence north 3.219 kilometres; thence east 805 metres; thence north 1.207 kilometres; thence east 805 metres; thence north 402 metres; thence east 402; thence north 402 metres; thence west 1.529 kilometres; thence south 503 metres; thence west 1.187 kilometres; thence north 503 metres; thence east 604 metres; thence north 604 metres; thence west 664 metres, more or less, to the westerly boundary of the watershed of aforesaid Kennedy River; thence in a

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

general southerly direction along the westerly boundary of the watershed of said Kennedy River to a point 81 metres north and 2.268 kilometres west of the northwest corner of Indian Reserve No. 7 "Winche" (being a point on the northerly boundary of expired STL 9263); thence east 984 metres (more or less, to the northeast corner of said expired STL 9263); thence south 604 metres, more or less, to the natural boundary of Kennedy Lake on the northwesterly shore thereof; thence in a general southwesterly and westerly direction along the natural boundary of said Kennedy Lake on the northwesterly and northerly shores thereof to a point 798 metres east and 726 metres south of Triangulation Station "Kennedy 54", Nad 27 coordinates 49 degrees 04 minutes 39.9785 seconds latitude and 125 degrees 32 minutes 2.0512 seconds longitude; thence east 36 metres; thence north 292 metres; thence west 121 metres, more or less, to the easterly limit of Sand River Road; thence in a general southwesterly direction along the easterly limit of said Sand River Road to a point due north of a tie point located on the natural boundary of Kennedy Lake on the northerly shore thereof, said tie point being 496 metres east and 657 metres south of aforesaid Triangulation Station "Kennedy 54"; thence south to said tie point; thence in a general westerly and northwesterly direction along the northerly and northeasterly shores of said Kennedy Lake to the natural boundary of aforesaid Clayoquot Arm of Kennedy Lake on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Clayoquot Arm on the easterly shore thereof to the southerly boundary of Indian Reserve No. 6 "Clayoqua"; thence easterly, northerly, westerly, southerly, westerly and southerly along the southerly, easterly, northerly, westerly, northerly and westerly boundaries of said Indian Reserve No. 6 to the natural boundary of Clayoquot River on the right bank thereof; thence in a general southerly direction along the natural boundary of said Clayoquot River on the right bank thereof to the natural boundary of aforesaid Clayoquot Arm on the northwesterly shore thereof; thence in a general southwesterly

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

direction along the natural boundary of said Clayoquot Arm on the northwesterly shore thereof to the point of commencement.

Area 2

Commencing at the northeast corner of Lot 800, Clayoquot Land District, being a point on the natural boundary of Dawley Passage on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Dawley Passage on the easterly shore thereof to the natural boundary of Fortune Channel on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Fortune Channel on the southerly shore thereof to a point 421 metres north and 1.013 kilometres east of the northeast corner of aforesaid Lot 800; thence east 145 metres, more or less, to the natural boundary of Island Cove on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Island Cove on the westerly shore thereof to a point 815 metres south and 1.622 kilometres east of the northeast corner of aforesaid Lot 800; thence west 622 metres; thence north 402 metres; thence west 825 metres; thence north 408 metres; thence west 174 metres, more or less, to the point of commencement.

Area 3

Commencing at the northeast corner of Section 67 (Alberni), Clayoquot Land District, being a point on the natural boundary of Kennedy Lake on the southerly shore thereof; thence southerly and westerly along the easterly and southerly boundaries of said Section 67 (Alberni) to the northeast corner of Section 68 (Alberni); thence southerly, westerly and northerly along the easterly, southerly and westerly boundaries of said Section 68 (Alberni) to the northwest corner thereof; thence westerly along the southerly boundary of aforesaid Section 67 (Alberni) to the southwest corner thereof; thence northerly along the westerly

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

boundary of said Section 67 (Alberni) to the northwest corner thereof; thence northerly along the westerly boundary of Section 66 (Alberni) 1.000 kilometre (more or less, to the most southerly southeast corner of Lot 614, T0539 Block 2, former TL 197); thence west to a point due south of the southeast corner of Lot 1410; thence north to the southeast corner of said Lot 1410; thence northerly along the easterly boundaries of Lots 1410, 1411 and 1412 to the northeast corner of said Lot 1412; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1412 to the northeast corner of Lot 1413; thence westerly along the northerly boundary of said Lot 1413 to the northwest corner thereof; thence northerly along the easterly boundary of Lot 1422 to the southwest corner of Lot 1423; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 1423 to the northwest corner thereof; thence northerly and westerly along the easterly and northerly boundaries of Lots 1497 and 1498 to the northeast corner of Lot 1499; thence westerly along the northerly boundaries of Lots 1499 and 1505 to the northwest corner of said Lot 1505; thence northerly along the easterly boundary of Lot 1500 to the northeast corner thereof; thence westerly along the northerly boundaries of Lots 1500 and 1501 to the northwest corner of said Lot 1501; thence southerly, easterly and southerly along the westerly, southerly and westerly boundaries of said Lot 1501 to the northeast corner of Lot 1503; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Lot 1503 to the northwest corner of Lot 1504; thence southerly and easterly along the westerly and southerly boundaries of said Lot 1504 to the southeast corner thereof; thence northerly along the easterly boundaries of Lots 1504 and 1502 to the northeast corner of said Lot 1502; thence easterly along the southerly boundary of aforesaid Lot 1500 to the southeast corner thereof; thence southerly and easterly along the westerly and southerly boundaries of aforesaid Lot 1505 to the westerly boundary of Lot 1427; thence southerly along the westerly boundaries of Lots 1427, 1426,

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

1420 and 1416 to the internal angle on the northerly boundary of said Lot 1416; thence westerly along the northerly boundaries of Lots 1416 and 1417 to the northwest corner of said Lot 1417; thence southerly along the westerly boundaries of Lots 1417 and 1405 to the internal angle on the northerly boundary of said Lot 1405; thence westerly along the northerly boundaries of Lots 1405 and 1404 to the internal angle on the northerly boundary of said Lot 1404; thence northerly along the easterly boundaries of Lots 1404 and 1418A to the northeast corner of said Lot 1418A; thence westerly along the northerly boundary of said Lot 1418A to the northwest corner thereof; thence southerly along the westerly boundary of said Lot 1418A to the northeast corner of Lot 1418; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1418 to the northwest corner of Lot 1419; thence southerly along the westerly boundary of said Lot 1419 to the most northerly northeast corner of Lot 1403; thence westerly along the northerly boundary of said Lot 1403 to the easterly boundary of Part I of Pacific Rim National Park, signed and approved March 2, 1993; thence northerly along the easterly boundary of said Part I of Pacific Rim National Park to a point 398 metres due south of the southwest corner of Lot 1472; thence south 77 degrees 40 minutes east 258 metres; thence north 218 metres; thence north 77 degrees 40 minutes west 258 metres, more or less, to the easterly boundary of Part I of aforesaid Pacific Rim National Park; thence northerly along the easterly boundary of Part I of said Pacific Rim National Park to the southwest corner of aforesaid Lot 1472; thence easterly along the southerly boundary of said Lot 1472 to the southeast corner thereof; thence northerly along the easterly boundaries of Lots 1472 and 1473 to the northeast corner of said Lot 1473; thence westerly along the northerly boundary of said Lot 1473 to the northwest corner thereof; thence north 1.202 kilometres; thence east 402 metres; thence north 402 metres; thence east 805 metres; thence north 1.007 kilometres; thence east 1.628 kilometres, more or less, to the most southerly southwest corner of



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Section 89 (Alberni); thence northerly and westerly along the westerly and southerly boundaries of said Section 89 (Alberni) to the southeast corner of Lot 289; thence westerly and northerly along the southerly and westerly boundaries of said Lot 289 to the natural boundary of Tofino Inlet on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Tofino Inlet on the southeasterly shore thereof to the natural boundary of Kennedy River on the left bank thereof; thence in a general southerly direction along the natural boundary of said Kennedy River on the left bank thereof to a point due west of the southwest corner of Indian Reserve No. 5 "Okeamin"; thence due east to the southwest corner of said Indian Reserve No. 5; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 5 to the natural boundary of aforesaid Kennedy River on the right bank thereof; thence in a general northerly direction along the natural boundary of said Kennedy River on the right bank thereof to the natural boundary of Kennedy Cove on the southerly shore thereof; thence in a general easterly, northerly, westerly and southerly direction along the natural boundary of said Kennedy Cove on the southerly, easterly, northerly and westerly shores thereof to the natural boundary of aforesaid Tofino Inlet on the northeasterly shore thereof; thence in a general northwesterly, southeasterly and northeasterly direction along the natural boundary of said Tofino Inlet on the northeasterly, southwesterly and southeasterly shores thereof to a point 3.503 kilometres north and 1.911 kilometres east of the northeast corner of aforesaid Indian Reserve No. 5; thence south 89 degrees east 147 metres; thence south 1 degree west 805 metres; thence south 89 degrees east 403 metres; thence south 1 degree west 805 metres; thence north 89 degrees west 403 metres; thence south 1 degree west 402 metres; thence north 89 degrees west 805 metres; thence south 1 degree west 2.399 kilometres; thence south 87 degrees east 797 metres; thence north 3 degrees east 401 metres; thence south 88 degrees east 405 metres; thence

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

north 3 degrees east 785 metres; thence south 89 degrees east 408 metres; thence north 3 degrees east 386 metres; thence south 88 degrees east 1.206 kilometres; thence south 3 degrees west 144 metres, more or less, to the natural boundary of Muriel Lake on the northerly shore thereof; thence in a general westerly, southerly and easterly direction along the natural boundary of said Muriel Lake on the northerly, westerly and southerly shores thereof to a point 79 metres north and 364 metres east of the northwest corner of Section 74 (Alberni); thence south to the northerly boundary of said Section 74 (Alberni); thence easterly, southerly and westerly along the northerly, easterly and southerly boundaries of said Section 74 (Alberni) to the northeast corner of Section 73 (Alberni); thence southerly along the easterly boundary of said Section 73 (Alberni) to the southeast corner thereof, being a point on the natural boundary of aforesaid Kennedy River on the right bank thereof; thence in a general southeasterly direction along the natural boundary of said Kennedy River on the right bank thereof to a point 49 metres east and 1.296 kilometres south of the northeast corner of Section 73 (Alberni), (being a point due west of the most northerly northeast corner of Lot 60, T0601, former TL 224); thence east 713 metres (more or less, to the most northerly northeast corner of said Lot 60, T0601, former TL 224); thence south 402 metres; thence east 651 metres, more or less, to the natural boundary of Clayoquot Arm of aforesaid Kennedy Lake on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Clayoquot Arm on the westerly shore thereof to the natural boundary of said Kennedy Lake on the westerly shore thereof; thence in a general southerly and easterly direction along the natural boundary of said Kennedy Lake on the westerly and southerly shores thereof to the northeast corner of aforesaid Section 67 (Alberni), being the point of commencement.

Excluding thereout, Indian Reserve No. 8 "Ilthpaya" Clayoquot Land District.

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Area 4

Commencing at the northeast corner of Section 71 (Alberni), Clayoquot Land District, being a point on the natural boundary of Kennedy Lake on the southerly shore thereof; thence southerly along the easterly boundaries of Sections 71 (Alberni) and 72 (Alberni) to the southeast corner of said Section 72 (Alberni); thence westerly and northerly along the southerly and westerly boundaries of said Section 72 (Alberni) to the southeast corner of Section 70 (Alberni); thence westerly along the southerly boundary of said Section 70 (Alberni) to the easterly boundary of Lot 1 of parts of Sections 69, 70, and 71, Plan 44820, deposited in Victoria Land Title Office; thence in a general northerly direction along the easterly boundaries of said Lot 1, Plan 44820, to the natural boundary of aforesaid Kennedy Lake on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Kennedy Lake on the southerly shore thereof to the northeast corner of aforesaid Section 71 (Alberni), being the point of commencement.

Area 5

Commencing at the northwest corner of Lot 1411, Clayoquot Land District; thence southerly along the westerly boundaries of Lots 1411 and 1410 to the southwest corner of said Lot 1410; thence south 1.251 kilometres, more or less, to a point due west of the northwest corner of Lot 1397; thence east to the northwest corner of said Lot 1397; thence southerly along the westerly boundaries of Lots 1397 and 1395 to the most easterly northeast corner of Lot 1394; thence westerly, northerly and westerly along the northerly, easterly and northerly boundaries of said Lot 1394 to the most easterly northeast corner of Lot 1393; thence westerly and northerly along the northerly and easterly boundaries of said Lot 1393 to the southeast corner of Lot 1392; thence northerly and westerly along the easterly and northerly boundaries of said Lot 1392 to the northwest corner thereof; thence

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

northerly along the easterly boundaries of Lots 1391 and 1408 to the northeast corner of said Lot 1408; thence northerly, easterly and northerly along the easterly, southerly and easterly boundaries of Lot 1409 to the most southerly southeast corner of Lot 1414; thence northerly and easterly along the easterly and southerly boundaries of said Lot 1414 to the southwest corner of Lot 1413; thence easterly along the southerly boundary of said Lot 1413 to the point of commencement.

Area 6

Commencing at the northwest corner of Lot 80 (Alberni), Clayoquot Land District, being a point on the natural boundary of Kennedy Lake on the southeasterly shore thereof; thence easterly, southerly and westerly along the northerly, easterly and southerly boundaries of said Lot 80 to a point 999 metres west and 21 metres north of the southwest corner of Lot 80 (Alberni), (said point being the northeast corner of Lot 615, T0553 Block 1, former TL 198); thence south 1.283 kilometres; thence west 1.609 kilometres; thence north 399 metres, more or less, to the natural boundary of aforesaid Kennedy Lake on the southeasterly shore thereof; thence in a general northeasterly direction along the natural boundary of said Kennedy Lake on the southeasterly shore thereof to the point of commencement.

Area 7

Commencing at the northeast corner of Indian Reserve No. 1 "Macoah", Clayoquot Land District, being a point on the natural boundary of Macoah Passage on the westerly shore thereof; thence westerly and southerly along the northerly and westerly boundaries of said Indian Reserve No. 1 to the natural boundary of said Macoah Passage on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

Macoah Passage on the northwesterly shore thereof to the northerly boundary of Indian Reserve No. 3 "Chequis"; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Indian Reserve No. 3 to the natural boundary of said Macoah Passage on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of Macoah Passage and Barkley Sound on the northwesterly shores thereof to the northerly boundary of Section 49; thence westerly and southerly along the northerly and westerly boundaries of said Section 49 to the natural boundary of aforesaid Barkley Sound on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Barkley Sound on the northwesterly shore thereof to the easterly boundary of Indian Reserve No. 4 "Chenatha"; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 4 to the northerly boundary of Section 54; thence westerly and southerly along the northerly and westerly boundaries of said Section 54 to the northerly boundary of Lot 1091; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1091 to the natural boundary of aforesaid Barkley Sound on the northwesterly shore thereof; thence in a general southwesterly direction along the natural boundary of said Barkley Sound on the northwesterly shore thereof to the northerly boundary of Lot 1332; thence westerly and southerly along the northerly and westerly boundaries of said Lot 1332 to the natural boundary of Newcombe Channel on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Newcombe Channel on the northerly shore thereof to the easterly boundary of Lot 1511; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Lot 1511 to a point due east of the southeast corner of Lot 795; thence west to the southeast corner of said Lot 795; thence north 402 metres; thence due west to the southeast corner of Lot 340; thence northerly along the easterly boundary of said Lot

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

340 to the northeast corner thereof; thence easterly along the southerly boundary of Lot 797 201 metres; thence north 402 metres; thence due west to the easterly boundary of Lot 1327; thence northerly and westerly along the easterly and northerly boundaries of said Lot 1327 to the northwest corner thereof; thence westerly and northerly along the northerly and easterly boundaries of Lot 1329 to the southeast corner of Lot 66; thence northerly and westerly along the easterly and northerly boundaries of said Lot 66 to the southwest corner of Lot 475; thence northerly along the westerly boundaries of Lots 475, 476 and 482 to the southerly boundary of Section 65; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Section 65 to the northwest corner thereof; thence westerly and northerly along the northerly and easterly boundaries of Lot 485 to the most northerly northeast corner thereof, being a point on the westerly boundary of Section 88 (Alberni); thence northerly and easterly along the westerly and northerly boundaries of said Section 88 (Alberni) to the westerly boundary of Section 57; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Section 57 to the northeast corner thereof; thence east 805 metres; thence south 802 metres; thence east 404 metres; thence south 1.570 kilometres (more or less, to the most northerly northwest corner of expired STL 10287P); thence east 1.137 kilometres; thence north 1.423 kilometres; thence east 1.609 kilometres; thence north 2.414 kilometres; thence west 402 metres; thence north 1.207 kilometres; thence east 1.207 kilometres; thence north 402 metres; thence east 805 metres; thence north 447 metres; thence east 233 metres; thence north 00 degrees 15 minutes east 762 metres; thence south 89 degrees 28 minutes east 860 metres; thence north 185 metres; thence north 00 degrees 24 minutes east 1.426 kilometres; thence north 51 degrees east 1.679 kilometres; thence east 402 metres; thence north 78 metres; thence east 1.268 kilometres; thence south 1.207 kilometres; thence west 805 metres, more or less, to a point due north of the northeast corner of Section 87

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

(Alberni); thence south to the northeast corner of said Section 87 (Alberni); thence southerly along the easterly boundary of said Section 87 (Alberni) 563 metres; thence east 1.560 kilometres, more or less, to a point due north of the northwest corner of Section 23; thence south to the northwest corner of said Section 23; thence southerly along the westerly boundary of said Section 23 to the southwest corner thereof; thence westerly and southerly along the northerly and westerly boundaries of Section 27 to the southwest corner thereof; thence easterly and southerly along the northerly and easterly boundaries of Sections 28 and 33 to the northerly boundary of Section 37; thence easterly along the northerly boundaries of Sections 37 and 38 to the northeast corner of said Section 38; thence southerly along the easterly boundary of said Section 38 to the natural boundary of aforesaid Macoah Passage on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Macoah Passage on the westerly shore thereof to the point of commencement.

Also including: Lot 805 (except the east 201 metres), Clayoquot Land District.

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

Block 6 - Meares Island (4 Areas)

Area 1

Commencing at the northwest corner of Lot 642, Clayoquot Land District, being a point on the natural boundary of Maurus Channel on the westerly shore of Meares Island; thence in a general northerly direction along the natural boundary of said Maurus Channel on the easterly shore thereof to a point 764 metres north and 276 metres west of the northwest

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

corner of said Lot 642; thence east 909 metres; thence north 402 metres; thence east 402 metres; thence north 402 metres; thence east 402 metres; thence north 1.207 kilometres; thence west 2.025 kilometres, more or less, to the natural boundary of aforesaid Maurus Channel on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Maurus Channel on the easterly shore thereof to the natural boundary of Richie Bay on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Richie Bay on the southerly shore thereof to a point 3.560 kilometres north and 540 metres east of the northeast corner of aforesaid Lot 642; thence east 596 metres; thence south 1.228 kilometres, more or less, to the natural boundary of Lemmens Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Lemmens Inlet on the westerly shore thereof to a point 65 metres south and 1.033 kilometres east of the southeast corner of aforesaid Lot 642; thence west 1.033 kilometres; thence north 65 metres, more or less, to the southeast corner of said Lot 642; thence northerly and westerly along the easterly and northerly boundaries of said Lot 642 to the point of commencement.

Area 2

Commencing at a point on the natural boundary of Lemmens Inlet on the westerly shore of Meares Island, said point being 728 metres south and 2.695 kilometres east of the northeast corner of Indian Reserve No. 1 "Opitsat", Clayoquot Land District; thence in a general northeasterly direction along the natural boundary of said Lemmens Inlet on the easterly shore thereof to the natural boundary of Adventure Cove on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Adventure Cove on the southerly shore thereof to a point 3.369 kilometres east and 2.468 kilometres north of the northeast corner of aforesaid Indian Reserve No. 1; thence south 478 metres; thence



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

east 143 metres; thence south 1.511 kilometres; thence west 402 metres; thence south 805 metres; thence east 402 metres; thence south 402 metres; thence west 817 metres, more or less, to the point of commencement.

Area 3

Commencing at a point 6.175 kilometres north and 3.235 kilometres west of the northeast corner of Lot 1164, Clayoquot Land District, being a point on the natural boundary of Matlset Narrows on the northerly shore of Meares Island; thence in a general easterly direction along the natural boundary of said Matlset Narrows on the southerly shore thereof to the natural boundary of Fortune Channel on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Fortune Channel on the westerly shore thereof to the natural boundary of Mosquito Harbour on the easterly shore thereof; thence in a general northerly, westerly and southerly direction along the natural boundary of said Mosquito Harbour on the easterly, northerly and westerly shores thereof to the natural boundary of said Fortune Channel on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Fortune Channel on the westerly shore thereof to a point 1.501 kilometres north and 821 metres west of the southeast corner of Lot 800; thence east 11 metres; thence south 486 metres, more or less, to the natural boundary of Dawley Passage on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Dawley Passage on the northerly shore thereof to a point 1.025 kilometres north and 1.036 kilometres west of the southeast corner of aforesaid Lot 800; thence west 544 metres; thence north 2.808 kilometres; thence east 418 metres; thence north 390 metres; thence west 815 metres; thence south 399 metres; thence west 405 metres; thence south 799 metres; thence west 1.198 kilometres; thence north 1.200 kilometres; thence east 399 metres; thence north 402

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

metres; thence east 1.198 kilometres; thence north 810 metres; thence west 2.377 kilometres; thence north 1.201 kilometres; thence east 369 metres; thence north 402 metres; thence east 402 metres; thence north 402 metres; thence east 1.207 kilometres; thence south 402 metres; thence east 805 metres; thence north 2.012 kilometres; thence west 805 metres; thence south 402 metres; thence west 402 metres; thence north 805 metres; thence east 805 metres; thence north 402 metres; thence east 402 metres; thence north 402 metres; thence east 894 metres, more or less, to the point of commencement.

Area 4

Commencing at a point 1.125 kilometres south and 2.168 kilometres west of the southeast corner of Lot 800, Clayoquot Land District, being a point on the natural boundary of Tsapee Narrows on the westerly shore thereof; thence in a general southerly and northwesterly direction along the natural boundary of said Tsapee Narrows on the westerly and northeasterly shores thereof to the natural boundary of Browning Passage on the northeasterly shore thereof; thence in a general northwesterly direction along the natural boundary of said Browning Passage on the northeasterly shore thereof to the natural boundary of Lemmens Inlet on the southerly shore thereof; thence in a general easterly direction along the natural boundary of said Lemmens Inlet on the southerly shore thereof to a point 2.094 kilometres north and 5.634 kilometres west of the southeast corner of aforesaid Lot 800; thence east 738 metres; thence south 402 metres; thence east 805 metres; thence south 805 metres; thence east 402 metres; thence south 402 metres; thence east 805 metres; thence south 1.609 kilometres; thence east 716 metres, more or less, to the point of commencement.

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

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

Block 7 - Megin Lake (5 Areas)

Area 1

Commencing at the southwest corner of Indian Reserve No. 25 "Watta", Clayoquot Land District, being a point on the natural boundary of Bacchante Bay on the easterly shore thereof; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Indian Reserve No. 25 to the natural boundary of said Bacchante Bay on the easterly shore thereof; thence in a general northerly and southwesterly direction along the natural boundary of said Bacchante Bay on the easterly and northwesterly shores thereof to the natural boundary of Shelter Inlet on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Shelter Inlet on the northerly shore thereof to the easterly boundary of Indian Reserve No. 26 "Wappook"; thence northerly and westerly along the easterly and northerly boundaries of said Indian Reserve No. 26 to the northwest corner thereof; thence due west to a point on the natural boundary of Megin River on the left bank thereof, being a point on the easterly boundary of Ecological Reserve No. 105, "Megin River" established by Order In Council No. 1532, approved and ordered July 9, 1991; thence in a general northerly, westerly and southerly direction along the easterly, northerly and westerly boundaries of said Ecological Reserve No. 105 to the natural boundary of Shelter Inlet on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Shelter Inlet on the northerly shore thereof to a point 1.010 kilometres south and 2.850 kilometres west of the northeast corner of aforesaid Indian Reserve No. 26; thence north 925 metres; thence north 38 degrees west 1.660 kilometres, more or less, to the natural boundary of an unnamed lake on the easterly shore

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

thereof; thence in a general northerly and westerly direction along the natural boundary of said unnamed lake on the easterly and northerly shores thereof to a point 1.420 kilometres north and 4.013 kilometres west of the northeast corner of aforesaid Indian Reserve No. 26; thence north 502 metres, more or less, to the southerly boundary of the watershed of aforesaid Megin River; thence in a general westerly and northerly direction along the southerly and westerly boundaries of the watershed of said Megin River to the southwesterly boundary of the watershed of Talbot Creek; thence in a general northwesterly direction along the southwesterly boundary of the watershed of said Talbot Creek to a point 1.488 kilometres north and 5.045 kilometres east of the northeast corner of Indian Reserve No. 29 "Kishnacous" (being the southeast corner of Lot 1151, expired TL 6309P); thence west 1.609 kilometres; thence north 2.669 kilometres, more or less, to the northerly boundary of the watershed of aforesaid Talbot Creek; thence in a general easterly direction along the northerly boundaries of the watersheds of Talbot Creek and Megin River to the westerly boundary of Strathcona Provincial Park (as described by Order In Council 1201, approved and ordered August 2, 1990); thence southerly and easterly along the westerly and southerly boundaries of said Strathcona Provincial Park to the natural boundary of Moyeha Bay on the westerly shore thereof; thence in a general southerly direction along the natural boundaries of Moyeha Bay and Herbert Inlet on the westerly shores thereof to a point 385 metres south and 7.049 kilometres east of the southeast corner of Indian Reserve No. 24 "Seektukis" (being the southeast corner of Lot 1114, expired TL 6277P); thence west 1.678 kilometres; thence north 244 metres; thence west 805 metres; thence north 402 metres; thence west 402 metres; thence north 158 metres; thence east 1.307 kilometres; thence north 1.609 kilometres; thence east 311 metres, more or less, to the westerly boundary of the watershed of Herbert Inlet; thence in a general northerly direction along the westerly boundary of the watershed of said Herbert Inlet to the southerly boundary of the watershed

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

of Shelter Creek; thence in a general westerly direction along the southerly boundary of the watershed of said Shelter Creek to the southerly boundary of the watershed of an unnamed creek, said unnamed creek flowing westerly into aforesaid Shelter Inlet at a point 2.674 kilometres south and 663 metres west of the southeast corner of aforesaid Indian Reserve No. 25 "Watta"; thence in a general westerly direction along the southerly boundary of the watershed of said unnamed creek to Triangulation Station "Shelbert (91G)", NAD 27 coordinates 49 degrees 25 minutes 01.916 seconds latitude and 125 degrees 59 minutes 08.119 seconds longitude; thence north 1.216 kilometres (more or less, to a point due east of the most northerly northeast corner of Lot 663, T0520, former TL 261); thence west 2.473 kilometres (to the most northerly northeast corner of said Lot 663, T0520, former TL 261); thence south 402 metres; thence east 402 metres; thence south 805 metres; thence west 805 metres; thence north 402 metres; thence west 1.609 kilometres; thence north 211 metres, more or less, to the natural boundary of aforesaid Shelter Inlet on the southerly shore thereof; thence in a general easterly and northerly direction along the natural boundary of said Shelter Inlet on the southerly and easterly shores thereof to the point of commencement.

Area 2

Commencing at the northeast corner of Indian Reserve No. 29 "Kishnacous" Clayoquot Land District; thence westerly along the northerly boundary of said Indian Reserve No. 29 127 metres (more or less, to the westerly boundary of Lot 653, T0491 Block 3, former TL 259); thence north 402 metres; thence west 402 metres; thence north 805 metres; thence east 402 metres; thence north 402 metres; thence west 402 metres; thence north 805 metres; thence west 402 metres; thence south 1.609 kilometres; thence west 402 metres; thence north 1.207 kilometres; thence west 402 metres; thence north 1.609 kilometres; thence west

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

402 metres; thence north 402 metres; thence west 805 metres; thence north 805 metres; thence west 402 metres; thence north 402 metres; thence east 805 metres; thence south 805 metres; thence east 805 metres; thence north 805 metres; thence east 805 metres; thence north 402 metres; thence east 805 metres; thence south 805 metres; thence west 402 metres; thence south 402 metres; thence west 402 metres; thence south 402 metres ; thence east 805 metres; thence north 402 metres; thence east 402 metres; thence south 805 metres; thence west 402 metres; thence south 805 metres; thence east 402 metres; thence south 805 metres; thence east 805 metres; thence north 805 metres; thence east 402 metres; thence north 402 metres; thence east 402 metres; thence south 1.609 kilometres; thence west 1.207 kilometres; thence south 805 metres; thence east 402 metres; thence south 805 metres; thence east 402 metres; thence south 805 metres; thence west 805 metres; thence north 805 metres; thence west 677 metres, more or less, to the point of commencement.

Area 3

Commencing at a point 339 metres south and 869 metres west of the southeast corner of Lot 672, Clayoquot Land District, being a point on the natural boundary of Holmes Inlet on the westerly shore thereof (said point also being due east of the most southerly southwest corner of Lot 652, T0491 Block 2, former TL 258); thence west 850 metres; thence north 402 metres; thence east 402 metres; thence north 402 metres; thence west 402 metres; thence north 1.207 kilometres; thence east 805 metres; thence south 402 metres; thence east 402 metres; thence south 805 metres, more or less, to the natural boundary of Pretty Girl Cove on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Pretty Girl Cove on the northerly shore thereof to the natural boundary of aforesaid Holmes Inlet on the westerly shore thereof; thence in a general southerly direction

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

along the natural boundary of said Holmes Inlet on the westerly shore thereof to the point of commencement.

Area 4

Commencing at a point 3.670 kilometres north and 2.189 kilometres east of the northwest corner of Lot 1474, Clayoquot Land District, being a point on the natural boundary of Sydney Inlet on the westerly shore thereof (said point also being due east of the most southerly southwest corner of Lot 626, T0491 Block 1, former TL 254); thence west 1.609 kilometres; thence north 700 metres; thence east 402 metres; thence north 402 metres; thence east 1.421 kilometres, more or less, to the natural boundary of aforesaid Sydney Inlet on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Sydney Inlet on the westerly shore thereof to the point of commencement.

Area 5

Commencing at a point 4.980 kilometres north and 1.297 kilometres west of the northwest corner of Lot 1474, Clayoquot Land District, being a point on the natural boundary of Stewardson Inlet on the southeasterly shore thereof (said point also being due west of the most northerly northeast corner of Lot 665, T0491 Block 4, former TL 263); thence east 381 metres; thence south 805 metres; thence west 402 metres; thence south 402 metres; thence west 805 metres; thence south 1.207 kilometres; thence west 402 metres; thence south 805 metres; thence east 402 metres; thence south 402 metres; thence west 805 metres; thence north 2.012 kilometres; thence west 151 metres, more or less, to the natural boundary of an unnamed lake on the northerly shore thereof, said unnamed lake draining into Kanim Lake at a point 800 metres east and 300 metres north of the northeast corner of Indian Reserve No. 34, Lot 1528 "Hisnit Fishery"; thence in a general northerly and

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

westerly direction along the natural boundary of said unnamed lake on the northerly shore thereof to a point 3.383 kilometres north and 3.336 kilometres west of the northwest corner of aforesaid Lot 1474; thence north 1.188 kilometres; thence east 805 metres; thence south 42 metres, more or less, to the natural boundary of aforesaid Stewardson Inlet on the northerly shore thereof; thence in a general westerly, southerly and easterly direction along the natural boundary of said Stewardson Inlet on the northerly, westerly and southerly shores thereof to the point of commencement.

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

Block 8 - Flores Island

Commencing at a point 315 metres north and 210 metres west of the northeast corner of Indian Reserve No. 28 "Tootoowiltena", Clayoquot Land District, being a point on the natural boundary of Flores Island on the westerly shore thereof (said point also being due west of the southeast corner of Lot 1145, expired TL 6305P); thence in a general northerly, easterly and southerly direction along the natural boundary of said Flores Island on the westerly, northerly, and easterly shores thereof to a point 1.150 kilometres north and 500 metres east of the northwest corner of Lot 1561; thence west 500 metres; thence south 1.150 kilometres to the northwest corner of said Lot 1561; thence southerly along the westerly boundary of said Lot 1561 to the northerly boundary of Lot 1068; thence westerly along the northerly boundary of said Lot 1068 to the northwest corner thereof; thence northerly along the easterly boundary of Lot 1065 to a point due east of the internal angle of said Lot 1065; thence west to the internal angle of said Lot 1065; thence westerly along the northerly boundaries of Lots 1065 and 1064 to the internal angle on the northerly boundary



**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

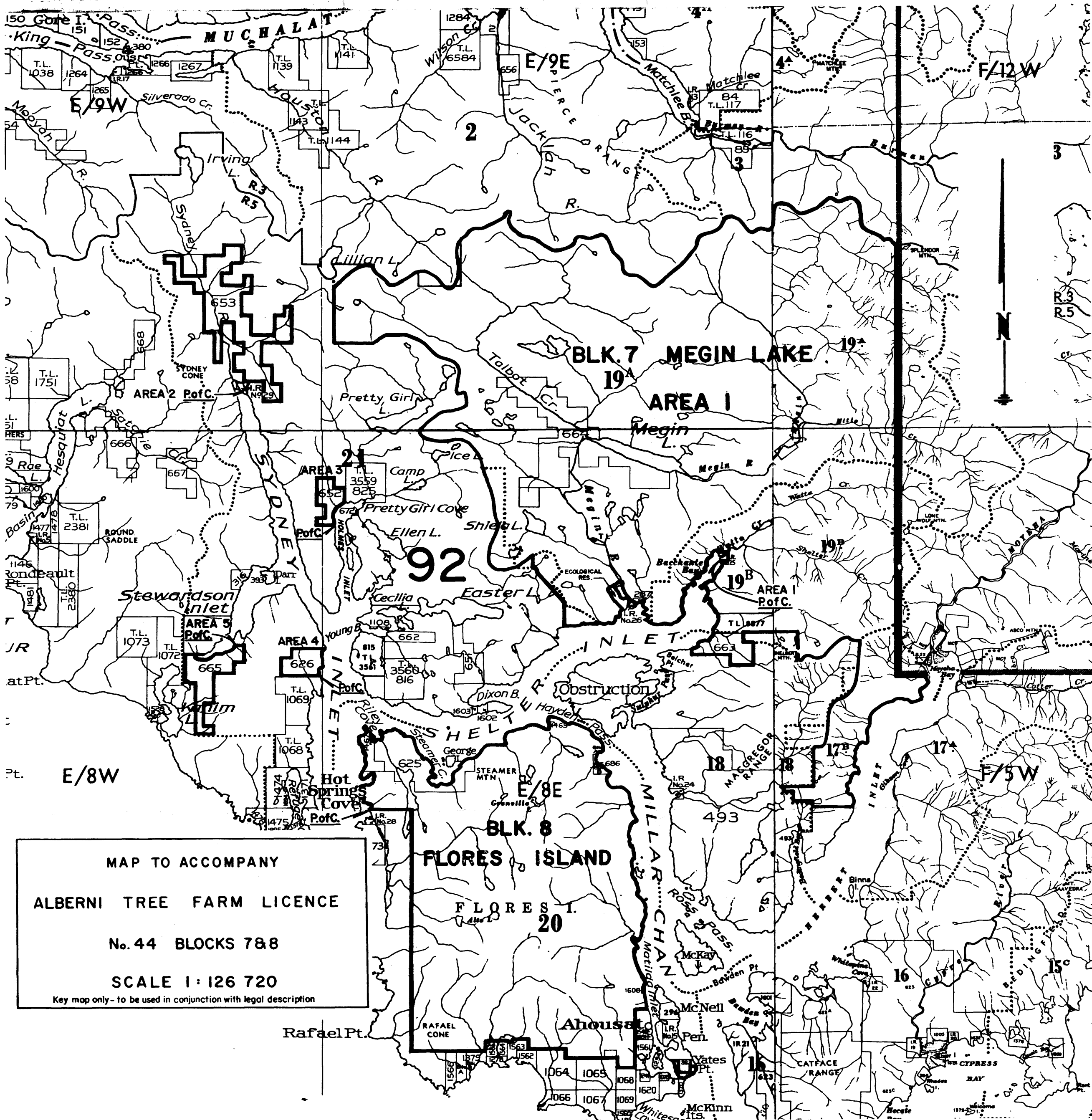
of said Lot 1064; thence northerly and westerly along the easterly and northerly boundaries of said Lot 1064 to the northwest corner thereof; thence westerly along the northerly boundary of Lot 1562 to the easterly boundary of Lot 1563; thence northerly along the easterly boundary of said Lot 1563 to the northeast corner thereof; thence westerly along the northerly boundary of said Lot 1563 to the natural boundary of an unnamed lake on the easterly shore thereof; thence in a general southerly and westerly direction along the natural boundary of said unnamed lake on the easterly and southerly shores thereof to the westerly boundary of said Lot 1563; thence southerly along the westerly boundary of said Lot 1563 to the northerly boundary of Lot 1564; thence westerly along the northerly boundaries of Lots 1564 and 1565 to the northwest corner of said Lot 1565; thence southerly along the westerly boundary of said Lot 1565 to the northerly boundary of Lot 1379; thence westerly along the northerly boundaries of Lots 1379 and 1566 to the northwest corner of said Lot 1566; thence west 1.465 kilometres; thence due north to a point due east of the point of commencement; thence west to the point of commencement.

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

**SCHEDULE "B"**  
**TREE FARM LICENCE 44**  
**DESCRIPTION OF CROWN LAND SUBJECT TO THE LICENCE**

**TFL MAP(s)**

The bold black line on the following map(s) generally describes the outer boundary of TFL 44 in August 1999, and does not reflect changes to the boundaries of TFL 44 since that time.



MAP TO ACCOMPANY

ALBERNI TREE FARM LICENCE

No. 44 BLOCKS 7&8

SCALE 1:126 720

Key map only - to be used in conjunction with legal description



MAP TO ACCOMPANY  
ALBERNI TREE FARM LICENCE  
No. 44 BLOCKS 3&4  
SCALE 1:126 720  
Key map only - to be used in conjunction with legal description

