

Interim Measures Agreement

THIS AGREEMENT dated for reference this 3 day of Nov, 2005

BETWEEN:

Ehattesaht First Nation

As represented by Chief Ernie Smith and Council

(the "EFN")

AND

Her Majesty the Queen in the Right of the Province of British Columbia

As represented by the Minister of Forests and Range (and Minister responsible for Housing)

(the "Government of British Columbia")

(collectively the "parties")

Purpose:

- 1) The purpose of this Agreement is to:
 - a) Provide economic accommodation as set out in this agreement to address asserted aboriginal rights and title raised by EFN regarding proposed forest resource development and forest management decisions within the EFN asserted traditional territory that occur during the term of this agreement;
 - b) Increase EFN's participation in the forest sector;
 - c) Provide for an economic development opportunity for EFN by providing an invitation to EFN for a non-replaceable forest licence in Tree Farm Licence 19 (TFL 19); and
 - d) Assist in providing stability to provincially authorized forest resource development on Crown lands within the asserted traditional territory of the EFN as outlined in bold on the attached Appendix "A".

Invitation to Apply for a Non-Replaceable Forest Licence

- 2) After execution of this Agreement by the parties, the Minister of Forest and Range (the "Minister") will invite the EFN to apply for a non-replaceable licence (the "Licence") for up to 118,920 m³ over five years in TFL 19 under section 47.3 of the *Forest Act* and within the EFN asserted traditional territory.
- 3) Any invitation to apply and any licence entered into as a result of an invitation under this Agreement are subject to the policies, regulations and statutes of British Columbia as amended from time to time.
- 4) The invitation to apply for the licence under this Agreement will contain terms and conditions required by the Minister.
- 5) An invitation will be subject to a condition that prior to EFN making an application for the licence, EFN will contact the Ministry of Forests and the parties will endeavour to identify an operating area within EFN asserted traditional territory that is mutually acceptable.
- 6) A licence entered into as a result of the invitation to apply under this Agreement:
 - a) will be for a term no longer than five years, as determined by the Minister;
 - b) will contain other terms and conditions required by law, including the condition that EFN must comply with this agreement and the EFN Forest Agreement dated Nov 3/05;
 - c) will include a term that EFN may not dispose of the licence except in accordance with the *Forest Act*;
 - d) will include other terms and conditions as may be required by the regional manager.
- 7) An invitation to apply for a licence (an "invitation") and any licence entered into as a result of the invitation to apply under this Agreement may be combined with a tenure opportunity included in any other agreement in accordance with the *Forest Act*.

Consultation and Stability on Crown Lands

- 8) In consideration of the Minister's invitation to apply for the licence under section 2 of this Agreement :

- a) The EFN agrees to participate in any consultation initiated by the Government of British Columbia in relation to forestry operational plans and administrative decisions within the EFN asserted traditional territory as set out in Section 4 and 5 of the EFN Forest Agreement dated Nov. 3/05.
- b) The EFN will respond immediately to any discussions initiated by the Government of British Columbia and will work co-operatively to assist in resolving any issues that may arise where acts of unlawful interference by EFN members with provincially authorized activities related to forest resource development activities including timber harvesting or other forestry economic activities occur.

Dispute Resolution

- 9) If a dispute arises between the Government of British Columbia and the EFN regarding the interpretation of a provision of this Agreement, the parties or their duly appointed representatives will meet as soon as practicable to attempt to resolve the dispute.
- 10) If the Parties are unable to resolve differences at the appropriate level, the interpretation issue will be raised to more senior levels of the Government of British Columbia and EFN.
- 11) The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

Amendments

- 12) Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by the parties.

Term

- 13) This Agreement will take effect on the date on which the last party has executed it.
- 14) This Agreement will be terminated on the occurrence of the earliest of:
 - a) five years from the date this Agreement is executed; or,
 - b) the mutual agreement of the parties;

- c) written notice of withdrawal to the Agreement by either Party, which will take effect 90 days following receipt of the notice by the other Party; or,
 - d) the date on which the Government of British Columbia cancels the licence under this Agreement pursuant to Section 15.
- 15) If this Agreement is terminated in accordance with Section 14, then the Minister may terminate the economic benefits under this Agreement.
- 16) If the EFN Forest Agreement dated Nov 3/05 is terminated, the consultation processes that were set out in Section 4 and 5 of the EFN Forest Agreement are incorporated into this Agreement and will continue to be used by the parties for the purposes of this Agreement.

Suspension or Cancellation of Licence

- 17) Without limiting the actions that may be taken by the Minister of Forest and Range or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend, or cancel the licence entered into as a result of the invitation under this agreement, if the Minister or a person authorized by the Minister determines that EFN is not in compliance with this Agreement or the EFN Forest Agreement dated Nov 3/05.

Notice

- 18) Any notice or other communication that is required to be given or that a party wishes to give to the other party with respect to this agreement will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other as in this section of the Agreement.
- 19) Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 pm. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 20) The address of either party may be changed by notice in the manner set out in this section of the Agreement.

British Columbia

Deputy Minister
 Ministry of Forest and Range
 P.O. Box 9525 STN Prov Govt
 Victoria, B.C. V8W 9C3
 Telephone: (250) 387-3656
 Facsimile: (250) 953-3687

EFN
Chief Ernie Smith and Council
Ehattesaht First Nation
P.O. Box 59,
Zeballos, B.C.V0P 2A0
Telephone: (250) 761 4155
Facsimile: (250) 761 4156

Miscellaneous

- 21) Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
- 22) This Agreement is not a treaty or a land claims agreement within the meaning of Section 25 and 35 of the Constitution Act, 1982 and does not define, recognize, affirm, amend or deny the existence of any aboriginal right, including aboriginal title, or any treaty right.
- 23) This Agreement will not limit a position that a Party may take in future negotiations or court actions.
- 24) This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from operational or administrative forestry decisions made by the Government of British Columbia during the term of this Agreement. Nothing in this Agreement shall be interpreted to authorize any infringement that may occur following the termination of this Agreement.
- 25) This Agreement does not address or affect any claims by the EFN arising from past interference with its Aboriginal Interests or any future settlement related to an aboriginal right or title claim.
- 26) Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute.
- 27) There will be no presumption that any ambiguity in any of the terms of this Agreement shall be interpreted in favour of any Party.
- 28) The applicable laws of British Columbia and Canada shall govern this Agreement.

- 29) This Agreement may be entered into by each party signing a separate copy of this agreement, including a photocopy or faxed copy, and delivering it to the other party via facsimile. Each facsimile will be deemed an original for all purposes and all counterparts taken together will be deemed to constitute one document.

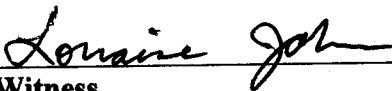
Signed on behalf of:

EFN

Date Sept 16, 05



Chief Ernie Smith

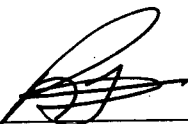


Witness

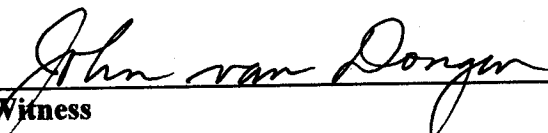
Signed on behalf of:

Government of British Columbia

Date Nov 3/05



Rich Coleman
Minister of Forest and Range
(and Minister Responsible for Housing)



Witness

Appendix A

EFN Traditional Territory



EHATTESAHT TRIBE Traditional Territory

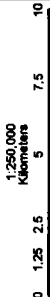
Legend

- Indian Reserve
- Community
- Ehattesaht
- Road
- Stream/River
- Lake
- 20K Mapsheet

This map is to be used only for purposes related to this Agreement and for no other purpose. The map does not address or affect any claims by the EFN arising from past interference with its Aboriginal interests or any future settlement related to an aboriginal right or title claim.



Projection: Albers
Datum: NAD83
Unit: Meters



Map Produced By:
Compass Minerals Management Ltd.
Environmental Mapping and GIS Consulting
Cm1806Ehattesaht.mxd
20 September 2005

