

**Gwa'sala-'Nakwaxda'xw Nation
Forest Agreement
(the "Agreement")**

**Between:
Gwa'sala-'Nakwaxda'xw Nation**

As represented by
Chief Paddy Walkus

And

**Her Majesty the Queen in Right of the Province of British Columbia
As represented by the Minister of Forests
(the "Government of British Columbia")**

(collectively the "Parties")

Whereas:

- The Gwa'sala-'Nakwaxda'xw Nation has Aboriginal Interests within its Traditional Territory.
- The Parties see this Agreement as one vehicle by which they can work together with mutual respect and acknowledgement of each other's interests.
- The Parties acknowledge that the Gwa'sala-'Nakwaxda'xw Nation has taken a positive approach to work with the Government of British Columbia and the forest industry on forestry matters.
- The Parties wish to enter into an interim measures agreement in relation to forest resource development and related economic benefits arising from this development within the Traditional Territory.
- The Government of British Columbia intends to fulfil any responsibility it has to consult and to seek workable interim accommodation with the Gwa'sala-'Nakwaxda'xw Nation on forest resource development activities proposed within the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory

that may lead to an infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests.

- The Gwa'sala-'Nakwaxda'xw Nation agrees to participate in any consultation initiated by the Government of British Columbia or a Licensee, in relation to forest resource development activities proposed within the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory, that may lead to an infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests.
- The Parties have an interest in seeking workable interim accommodation of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests where forest development activities are proposed within the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory that may lead to an infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests.
- The Government of British Columbia and the Gwa'sala-'Nakwaxda'xw Nation wish to resolve issues relating to forest resource development where possible through negotiation as opposed to litigation.
- This Agreement does not exclude the Gwa'sala-'Nakwaxda'xw Nation from accessing other forestry economic opportunities or benefits which may be available from time to time.

Therefore the Parties agree as follows:

1.0 Definitions

For the purposes of this agreement, the following definitions apply:

- 1.1 "Operational Plan" means a Forest Development Plan, Woodlot Licence Plan or a Forest Stewardship Plan, that has an effect in the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory.
- 1.2 "Operational Decision" means a decision that is made by a person with respect to the statutory approval of a Forest Development Plan, Woodlot Licence Plan or a Forest Stewardship Plan, that has an effect in the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory.
- 1.3 "Aboriginal Interests" means asserted aboriginal rights and/or asserted aboriginal title.
- 1.4 "Administrative Decision" means one or more of the following decisions made by a person under the *Forest Act*:

- Decisions that set or vary Allowable Annual Cut (AAC) for a Timber Supply Area or a forest tenure;
 - The issuance, subdivision or amendment of a forest tenure;
 - The replacement of forest tenures;
 - The transfer or change of control of forest tenures, including any associated reductions in AAC with respect to forest tenures, and the exchange of rights between or among tenure holders;
 - The disposition of timber volumes arising from undercut decisions on a forest tenure;
 - AAC apportionment and reallocation decisions;
 - Timber Sale Licence and Timber Licence conversion to other forms of tenure and Timber Licence term extensions; and,
 - The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*.
- 1.5 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.
- 1.6 “Response Period” means a period of 60 days from the initiation of the processes set out in Sections 4 and 5 of this Agreement, where the initiation date is the date on which the Gwa’sala-‘Nakwaxda’xw Nation is notified of an Administrative Decision or Timber Supply Review process, or in the case of Operational Plan reviews, the date on which the Gwa’sala-‘Nakwaxda’xw Nation receives the plan to be reviewed. Where an emergency and/or expedited operation has to occur or for circumstances where the review and comment period for an Operational Plan is reduced below 60 days by a decision maker for reasons other than emergency or expedited operations, the Response Period will be shortened accordingly, but will not be less than the time period for review and comment on Operational Plans for those operations. The Parties may also mutually agree to adjust the Response Period at any time.
- 1.7 “Traditional Territory” means the Gwa’sala-‘Nakwaxda’xw Nation’s asserted traditional territory as shown on bold black on the map attached in Appendix A.
- 1.8 “Licensee” means a holder of a Forest Tenure.

2.0 Purpose

The purposes of this Agreement are to:

- 2.1 Increase the Gwa’sala-‘Nakwaxda’xw Nation’s opportunities for participation in the forest sector.

- 2.2 Provide economic benefits to the Gwa'sala-'Nakwaxda'xw Nation through a forest tenure opportunity and the sharing of revenues received by the Government of British Columbia from forest resource development.
- 2.3 Address consultation and to provide workable interim accommodation, as set out in this Agreement, with regard to any infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights that result from Administrative Decisions and/or Operational Decisions relating to forest resource development within the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory, during the term of this Agreement.
- 2.4 Provide a period of stability to forest resource development on Crown lands within the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory during the term of this Agreement, while longer term interests are addressed through other agreements or processes.

3.0 Economic Benefits to the Gwa'sala-'Nakwaxda'xw Nation

During the term of this Agreement, the Government of British Columbia will adopt the consultation processes set out in Sections 4 and 5 of this Agreement and will provide the following economic benefits to the Gwa'sala-'Nakwaxda'xw Nation to address consultation and to provide workable interim accommodation, as set out in this Agreement, in respect of any infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights that result from Administrative Decisions and/or Operational Decisions relating to forest resource development within the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory.

3.1 Forest Tenure

After the execution of this Agreement by the Parties, the Minister will invite the Gwa'sala-'Nakwaxda'xw Nation to apply under Section 47.3 of the *Forest Act* for a non-replaceable licence (the "licence") for up to 37,530 cubic meters annually in the Kingcome Timber Supply Area.

- 3.1.1 For greater certainty, the maximum volume available under the licence referred to in Section 3.1 will be up to 187,650 cubic meters over 5 years.
- 3.1.2 An invitation to apply for a licence (an "invitation") and any licence entered into as a result of an invitation will be subject

to the policies, regulations and statutes of British Columbia as amended from time to time.

3.1.3 An invitation:

3.1.3.1 will be subject to a condition that prior to the Gwa'sala-'Nakwaxda'xw Nation making an application for the licence, the Gwa'sala-'Nakwaxda'xw Nation must contact and provide input to Ministry of Forests personnel to assist the Ministry of Forests to identify the location of an operating area for the licence within the Kingcome Timber Supply Area, which, to the extent that it is operationally feasible, will be within the Traditional Territory; and

3.1.3.2 will contain terms and conditions required by the Minister.

3.1.4 A licence entered into as a result of an invitation:

3.1.4.1 will be for a term of no longer than 5 years.

3.1.4.2 will contain other terms and conditions required by law, including the condition that the Gwa'sala-'Nakwaxda'xw Nation must comply with this Agreement; and,

3.1.4.3 will include other terms and conditions as may be required by the regional manager including a term that the Gwa'sala-'Nakwaxda'xw Nation may not divide, subdivide, transfer, or otherwise dispose of the licence or an interest in the licence except in accordance with Section 54(4) of the *Forest Act*.

3.1.5 If the term of the licence entered into as a result of an invitation to apply under this Agreement exceeds the term of this Agreement, then that licence may be referenced in and considered to be an economic benefit that addresses consultation and provides workable interim accommodation in respect of any infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests, in any subsequent Forest Agreement between the Gwa'sala-'Nakwaxda'xw Nation and the Government of British Columbia, for the purposes described in Section 3.0.

- 3.1.6 The Minister may invite Gwa'sala-'Nakwaxda'xw Nation to apply for a subsequent licence under the *Forest Act* for a term that would commence after the expiry of this Agreement, subject and subsequent to:
- 3.1.6.1 The Government of British Columbia and the Gwa'sala-'Nakwaxda'xw Nation entering into another interim measures agreement providing for an invitation to apply for a licence; and,
 - 3.1.6.2 The Minister determining that there is sufficient volume of timber available for disposition to the Gwa'sala-'Nakwaxda'xw Nation.
- 3.1.7 The Government of British Columbia is aware that the Gwa'sala-'Nakwaxda'xw Nation has an interest in future licence opportunities within the area of Smith Inlet in the Midcoast Timber Supply Area.
- 3.1.8 The Ministry of Forests will accept applications for free use permits under Section 48 of the *Forest Act*, to assist the Gwa'sala-'Nakwaxda'xw Nation in accessing timber for traditional and cultural activities.

3.2 Revenue Sharing

- 3.2.1 During the term of this Agreement, the Government of British Columbia will pay to the Gwa'sala-'Nakwaxda'xw Nation \$346,810 annually for purposes described in Section 3.0.
- 3.2.2 The funding commitment set out in Section 3.2.1 is subject to the availability of annual appropriations for that purpose by the Government of British Columbia.
- 3.2.3 For the purposes of determining amounts for partial years, one-fourth (i.e. $\frac{1}{4}$) of the annual amount will be used for each fiscal quarter or part thereof that the Agreement is in effect. Payments will be made quarterly.
- 3.2.4 Upon the signing of this Agreement, the Gwa'sala-'Nakwaxda'xw Nation will be paid the full revenues for the quarter in which the Agreement is signed and the first quarter payment for 2004/2005 fiscal year. Subsequent payments will be made at the end of each quarter, starting with the second quarter of the 2004/2005 fiscal year.

- 3.2.5 The Gwa'sala-'Nakwaxda'xw Nation will maintain financial records and prepare financial statements in accordance with generally accepted accounting principles for each year of this Agreement.
- 3.2.6 Upon request, the Gwa'sala-'Nakwaxda'xw Nation will conduct an audit of the revenue sharing expenditures and will provide a copy of the audit to the Government of British Columbia.
- 3.2.7 The revenue sharing set out in this Agreement reflects an amount that the Government of British Columbia is willing to pay, subject to available appropriations, as an interim measure and the Gwa'sala-'Nakwaxda'xw Nation has agreed to accept as an interim measure for the term of this Agreement.

4.0 Consultation and Accommodation Regarding Operational Plans

- 4.1 The Government of British Columbia agrees to consult with the Gwa'sala-'Nakwaxda'xw Nation on Operational Plans that may potentially infringe the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interest or proven aboriginal rights within the Traditional Territory, except for any economic component of those Interests or rights that the Parties agree are addressed by the economic benefits provided for under Section 3.0 of this Agreement.
- 4.2 During the term of this Agreement, the Gwa'sala-'Nakwaxda'xw Nation agrees that the Government of British Columbia has fulfilled its duties to consult and to seek workable interim accommodation with respect to the economic component of potential infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights in the context of Operational Decisions that the Government of British Columbia will make and any forest development activities that may be carried out under an Operational Plan in the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory.
- 4.3 The Gwa'sala-'Nakwaxda'xw Nation agrees to fully participate, as set out in this section, in the review of all Operational Plans dealing with forest development within the Traditional Territory provided to it by the Government of British Columbia, and by Licensees.
- 4.4 In reviewing and responding to an Operational Plan submitted to it, the Gwa'sala-'Nakwaxda'xw Nation will, within the Response Period,

provide the Party that supplied the plan to it with all reasonably available information that will identify any potential impacts to its Aboriginal Interests or proven aboriginal rights that may result from forestry development activities within the Traditional Territory, other than the economic component of those Aboriginal Interests or proven aboriginal rights that the Parties agree are addressed by the economic benefits provided for under Section 3.0.

- 4.5 Upon receiving the response from the Gwa'sala-'Nakwaxda'xw Nation as specified in Section 4.4, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve with the Gwa'sala-'Nakwaxda'xw Nation any site specific operational impacts on the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights that may occur as a result of proposed forest development activities within the Traditional Territory, other than the economic component of those Aboriginal Interests or proven aboriginal rights that the Parties agree are addressed by the economic benefits provided for under Section 3.0.
- 4.6 If no response is received from the Gwa'sala-'Nakwaxda'xw Nation within the Response Period, then the Government of British Columbia may assume that the Gwa'sala-'Nakwaxda'xw Nation does not intend to respond or to participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 4.7 Prior to the decision, the Gwa'sala-'Nakwaxda'xw Nation will be provided with the response from the Licensee and/or the Ministry of Forests addressing the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights raised through the operational planning consultation process.
- 4.8 In making a final decision on an Operational Plan, the Government of British Columbia decision maker will fully consider the information he/she receives from the Gwa'sala-'Nakwaxda'xw Nation, whether received directly or through a Licensee, and will consider whether concerns identified by the Gwa'sala-'Nakwaxda'xw Nation have been addressed.
- 4.9 The Government of British Columbia will provide the Gwa'sala-'Nakwaxda'xw Nation with a copy of the approval letter for all Operational Plans within the Gwa'sala-'Nakwaxda'xw Nation's Traditional Territory.

5.0 Consultation and Accommodation Respecting Administrative Decisions

- 5.1 The Government of British Columbia will provide to the Gwa'sala-'Nakwaxda'xw Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year that will have an effect in the Traditional Territory, and either upon the request of the Gwa'sala-'Nakwaxda'xw Nation or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to the Gwa'sala-'Nakwaxda'xw Nation an updated list.
- 5.2 The Government of British Columbia will meet with the Gwa'sala-'Nakwaxda'xw Nation at mutually agreed times throughout the year to provide an opportunity for the Gwa'sala-'Nakwaxda'xw Nation to make known to representatives of the Government of British Columbia its concerns and comments relative to the effect of the Administrative Decision(s) on its Aboriginal Interests within the Traditional Territory.
- 5.3 The Government of British Columbia will ensure the opportunity for the Gwa'sala-'Nakwaxda'xw Nation to participate, as set out in Section 5.4, in Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the Forest Act for the Kingcome and Midcoast Timber Supply Areas.
- 5.4 The Gwa'sala-'Nakwaxda'xw Nation agrees to fully participate, within the Response Period, in Timber Supply Review processes by providing all reasonably available information about its Aboriginal Interests within the Traditional Territory potentially affected by AAC determinations to be made pursuant to Section 8 of the Forest Act.
- 5.5 If, after considering the concerns and comments of the Gwa'sala-'Nakwaxda'xw Nation, the statutory decision maker is of the opinion that an Administrative Decision creates a potential infringement of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights that is not adequately addressed by the economic benefits provided by the Government of British Columbia in Section 3.0, the statutory decision maker will seek to address the concerns and comments in the Administrative Decision or through the process in Section 4.0 of this Agreement.
- 5.6 The Government of British Columbia will provide a response to the Gwa'sala-'Nakwaxda'xw Nation as to how its concerns raised in Section 5.2 have been addressed.

- 5.7 The Gwa'sala-'Nakwaxda'xw Nation agrees that in consideration of the economic benefits provided by the Government of British Columbia in Section 3.0 and adherence to the consultation processes in Sections 4.0 and 5.0 of this Agreement, the Government of British Columbia has fulfilled its duties to consult and to seek workable interim accommodation with respect to the economic component of potential infringements of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement.
- 5.8 The Gwa'sala-'Nakwaxda'xw Nation further agrees that, in consideration of Sections 5.1 to 5.7 of this Agreement, the Government of British Columbia has, for the purposes of this Agreement, developed an adequate consultation and workable interim accommodation process with respect to potential infringement of its Aboriginal Interests or proven aboriginal rights resulting from Administrative Decisions made by statutory decision makers from time to time during the term of this Agreement that may go beyond the economic component of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests

6.0 Stability for Land and Resource Use

- 6.1 The Gwa'sala-'Nakwaxda'xw Nation 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 intentional interference by Gwa'sala-'Nakwaxda'xw Nation members with provincially authorized activities related to forestry resource development including timber harvesting or other forestry economic activities occur.

7.0 Dispute Resolution

- 7.1 If a dispute arises between the Government of British Columbia and the Gwa'sala-'Nakwaxda'xw Nation regarding the interpretation of a provision of this Agreement, the Parties or their duly appointed representatives will meet as soon as is practicable to attempt to resolve the dispute.
- 7.2 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 the Gwa'sala-'Nakwaxda'xw Nation.

- 7.3 The Parties may choose other appropriate approaches to assist in reaching resolution of the interpretation issue.

8.0 Term

- 8.1 This Agreement will take effect on the date on which the last Party has executed it.
- 8.2 This Agreement will terminate on the occurrence of the earliest of any of the following events:
- 8.2.1 five years from the date this Agreement is executed; or
 - 8.2.2 the coming into effect of a treaty between the Parties; or,
 - 8.2.3 the mutual agreement of the Parties; or
 - 8.2.4 the date on which the Government of British Columbia cancels the economic benefit(s) under this Agreement pursuant to Section 9.0; or
 - 8.2.5 at the option of the Gwa'sala-'Nakwaxda'xw Nation, in the event that the Government of British Columbia fails to deliver any economic benefit pursuant to Section 3.0 of this Agreement.

9.0 Suspension or Cancellation of Economic Benefits by the Minister

- 9.1 Without limiting the actions that may be taken by the Minister of Forests or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend or cancel revenue sharing payments and the licence(s) entered into as a result of the invitation under this Agreement, if the Minister or a person authorized by the Minister determines that Gwa'sala-'Nakwaxda'xw Nation is not in compliance with this Agreement.
- 9.2 Prior to taking any action referred to in Section 9.1, the Government of British Columbia will provide notice to the Gwa'sala-'Nakwaxda'xw Nation of any alleged contravention of this Agreement that may lead the Gwa'sala-'Nakwaxda'xw Nation being determined to not be in compliance with this Agreement.

9.3 If, during the term of this Agreement, the Gwa'sala-'Nakwaxda'xw Nation challenges, or supports a challenge to, an Administrative Decision and/or Operational Decision or an Operational Plan or activities carried out pursuant to those decisions/plans, by way of legal proceedings or otherwise, on the basis that the economic benefits set out in Section 3.0, and the consultation processes set out in Sections 4.0 and 5.0 of this Agreement, are not adequate or sufficient to:

9.3.1 provide adequate consultation, to substantially address the Gwa'sala-'Nakwaxda'xw Nation's concerns and to provide an workable interim accommodation in respect of any potential infringements of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights with regard to Administrative Decisions relating to forest resource development within the Traditional Territory, or

9.3.2 substantially address the economic component of the Gwa'sala-'Nakwaxda'xw Nation's Aboriginal Interests or proven aboriginal rights with regard to Operational Decisions relating to forest resource development within the Traditional Territory,

then, without limiting any other remedies that may be available to the Government of British Columbia, the Government of British Columbia may suspend or cancel the economic benefits set out in Section 3.0.

9.4 If the Minister or a person authorized by the Minister cancels any economic benefits as a result of this Agreement, then this Agreement may be terminated.

10.0 Renewal of the Agreement

10.1 Prior to this Agreement terminating in accordance with Section 8.2. and subject to Section 3.2.7, if the terms and conditions of this Agreement are being met, the Government of British Columbia and the Gwa'sala-'Nakwaxda'xw Nation will seek the necessary authorities and approvals to renew this Agreement.

10.2 Any subsequent forest agreement between the Government of British Columbia and the Gwa'sala-'Nakwaxda'xw Nation may provide for an opportunity to acquire a licence, and/or other economic benefits, as well as other terms and conditions that are agreed to by the Parties.

11.0 Amendment of Agreement

- 11.1 Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by the Parties.
- 11.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

12.0 Entire Agreement

- 12.1 This Agreement and any amendment to it constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement.

13.0 Notice

- 13.1 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 Party as in this section of the Agreement.
- 13.2 Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
- 13.3 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 Forests
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone (250) 387-3656
Facsimile (250) 953-3687

Gwa'sala-'Nakwaxda'xw Nation

Chief and Council
Gwa'sala-'Nakwaxda'xw Nation
P.O. Box 5120
Port Hardy, B.C. V0N 2P0
Telephone: (250) 949-8343
Facsimile: (250) 949-7402

14.0 Miscellaneous

- 14.1 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.
- 14.2 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 recognise, define, amend, affirm, deny or limit any priorities afforded to aboriginal rights, including aboriginal title, or treaty rights, other than as provided in this Agreement.
- 14.3 This Agreement is separate from and will not prejudice and will not be considered to be a part of any treaty that the Gwa'sala-'Nakwaxda'xw Nation may enter into at a future date.
- 14.4 Subject to Section 9.3, this Agreement will not limit the positions that a Party may take in future negotiations or court actions.
- 14.5 This Agreement shall not be interpreted as addressing any potential infringements other than potential infringements that may result from decisions contemplated by this Agreement 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.
- 14.6 Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute and its regulations.
- 14.7 There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.

14.8 The applicable laws of British Columbia and Canada shall govern this Agreement.

14.9 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 by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

Signed on behalf of:

The Gwa'sala-'Nakwaxda'xw Nation

Date: March 25, 2004



Chief Paddy Walkus



Witness

Signed on behalf of:

Government of British Columbia

Date: April 5, 2004



Michael de Jong
Minister of Forests



Witness

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Signed on behalf of:

The Gwa'sala-'Nakwaxda'xw Nation

Date

March 25, 2004



Chief Paddy Walkus



Witness

Signed on behalf of:

Government of British Columbia

Date: _____

Gordon Campbell
Premier

Witness

Michael de Jong
Minister of Forests

Witness

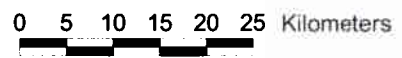


Canada



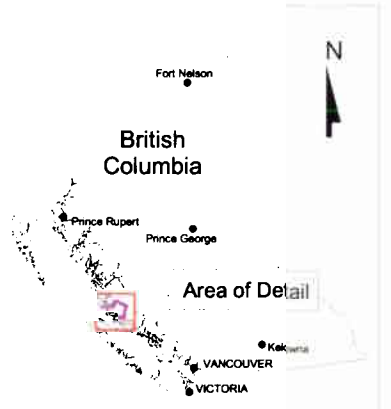
TREATY NEGOTIATIONS IN BRITISH COLUMBIA

STATEMENT OF INTENT BOUNDARY
GWA'SALA-'NAKWAXDA'XW NATION



LEGEND

- Statement of Intent Boundary
- Roads
- Populated Places
- Parks



The boundary on this map represents the approximate boundary of a traditional territory as described in a First Nation Statement of Intent to negotiate treaties which has been submitted to the B.C. Treaty Commission. The boundary is illustrative only and may be updated in the future. Publication of this map does not imply that the First Nations, the Province of British Columbia, or the Government of Canada have agreed to the boundary shown. The Statement of Intent boundaries of neighbouring and overlapping First Nations are not shown.

Produced under the Information Sharing Protocol by the Federal Treaty Negotiation Office, Indian and Northern Affairs Canada, and the Information Provision Branch, British Columbia Ministry of Aboriginal Affairs.

March 23, 2001