

Interim Measures Agreement

THIS AGREEMENT dated for reference this 31st day of March 2004.

BETWEEN:

SQUAMISH NATION

As represented by the Chief Councillor

("Squamish Nation")

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")

both of whom are sometimes referred to as the "Parties", and each of whom is a "Party" to this Agreement.

Purpose

1. The purpose of this Agreement is to:
 - a) address potential aboriginal rights and title raised by the Squamish Nation in respect to forest operations and decisions related to both BC Timber Sales and woodlot licences within the asserted traditional territory of the Squamish Nation as outlined in bold black on the attached Appendix "A" (the asserted traditional territory of the Squamish Nation);
 - b) increase the Squamish Nation's participation in the forest economy by providing for an invitation to the Squamish Nation to apply for licences in the Squamish Forest District;
 - c) provide licence opportunities to further Squamish Nation's pursuit of a long-term benefit in the forest sector;
 - d) further government's objective to negotiate other economic benefits with Squamish Nation, including revenue sharing and additional forest tenure opportunities, in order to further address aboriginal interests, with a view

to concluding an agreement dealing with those matters within two years;
and,

- e) provide operational stability to forest resource development on Crown lands within the asserted traditional territory of the Squamish Nation.

Invitation to apply for licences

2. After the execution of this Agreement by the Parties, the Minister of Forests (the Minister) will invite the Squamish Nation to apply for a non-replaceable forest licence for up to 18,000 cubic meters in the Soo Timber Supply Area (TSA) and for a woodlot licence for the area identified in the attached Appendix B, under section 47.3 of the *Forest Act*.
3. The invitation to apply, and any licences entered into as a result of the invitation to apply under this Agreement, will be subject to the policies, regulations and statutes of British Columbia as amended from time to time.
4. The invitation to apply for the licences under this Agreement will contain terms and conditions required by the Minister.
5. Any non-replaceable forest licence entered into as a result of the invitation to apply under this Agreement:
 - a) will be for a term determined by the Minister;
 - b) will not be transferable without the consent of the Minister;
 - c) will not be replaceable;
 - d) will contain other terms and conditions required by law, including the condition that the Squamish Nation must comply with this Agreement; and,
 - e) will include other terms and conditions as may be required by the regional manager.
6. Any woodlot licence entered into for the area as a result of the invitation to apply under this Agreement:
 - a) will not be transferable without the consent of the Minister;
 - b) will be replaceable;
 - c) will contain other terms and conditions required by law, including the condition that the Squamish Nation must comply with this Agreement; and,
 - d) will include other terms and conditions as may be required by the district manager.

Stability on Crown lands

7. In consideration of the Minister's invitation to apply for the licences under this Agreement:
 - a) The Squamish Nation will share information and consult on forest decisions and activities in a timely manner with the Government of British Columbia and every holder of an agreement entered into under the *Forest Act* granting the holder the rights to harvest Crown timber within the asserted traditional territory of the Squamish Nation;
 - b) Squamish Nation will not interfere with the timber harvesting, timber harvesting related, or other economic activities of the Government of British Columbia and every holder of an agreement entered into under the *Forest Act* granting the holder the rights to harvest Crown timber occurring in respect to both the BC Timber Sales program and the woodlot licence program within the asserted traditional territory of the Squamish Nation; and,
 - c) The Parties will work together, through meetings and negotiations towards resolving, in a timely manner, conflicts that may adversely affect forest operations and to work towards creating and sustaining operational and economic stability within the asserted traditional territory of the Squamish Nation.

Dispute Resolution

8. If a dispute arises between the Government of British Columbia and the Squamish Nation regarding the interpretation of a provision of this Agreement, or the obligation of a Party under this Agreement, the Parties or their duly appointed representatives will meet forthwith to consider the dispute and may attempt to resolve the dispute.

Amendments

9. Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by both Parties.
10. Either of the Parties may require the participation of the other Party to review the effectiveness of this Agreement and to consider amendments to this Agreement.

Entire Agreement

11. This Agreement and any modification of it constitute the entire Agreement between the Parties with respect to the subject matter of the Agreement, subject to the intention of the Parties that the woodlot licence referred to in section 2 of this Agreement will be included as addressing, in part, potential aboriginal rights and title raised by the Squamish Nation in respect to forest operations and decisions that are the subject of any subsequent agreement entered into by the Parties as contemplated by section 1(d) of this Agreement.

Term

12. This Agreement will take effect on the date that the Parties have executed it.

13. This Agreement will terminate on the occurrence of the earliest of:

- a) where a non-replaceable forest licence is entered into pursuant to section 2 of this Agreement, whether or not a woodlot licence is entered into pursuant to that section, the date on which that the non-replaceable forest licence expires, terminates, or is cancelled, or
- b) where a woodlot licence is entered into pursuant to section 2 of this Agreement but no non-replaceable forest licence is entered into, the third anniversary of the date on which the woodlot licence is entered into, or
- c) the date that this Agreement is superseded by another agreement referred to in section 1(d) of this Agreement or by a treaty, or
- d) the date the Parties mutually agree to terminate this Agreement.

Suspension or cancellation of licence

14. Without limiting the actions that may be taken by the Minister or by the Government of British Columbia, the Minister or a person authorised by the Minister may suspend the licence(s) entered into as a result of the invitation to apply under this Agreement, or may cancel that licence(s) if the Minister or a person authorised by the Minister determines that the Squamish Nation is not in compliance with this Agreement.

Notice

15.

- a) 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 set out in this section of the Agreement;

- b) 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;
- c) The address of either Party may be changed by notice in the manner set out in this section of this Agreement.

British Columbia

Deputy Minister
Minister of Forests
P.O. Box 9525 STN PROV GOVT
Victoria B.C. V8W 9C3
Telephone: (250) 387 -3656
Facsimile (250) 953-3687

Squamish Nation

Chief Councillor
320 Seymour Boulevard
North Vancouver, BC V7L 4J7
Telephone: (604) 980-4553
Facsimile: (604) 980-9601

Miscellaneous

- 16. 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.
- 17. This Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the *Constitution Act*, 1982, and subject to section 1(a) of this Agreement, does not recognise, affirm, or deny the existence of aboriginal rights, including aboriginal title, or treaty rights.
- 18. This Agreement will not limit a position that a Party may take in future negotiations or court actions.
- 19. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute.
- 20. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of any Party.


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

22. 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.

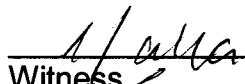
Signed on behalf of:

Squamish First Nation

Date: 04 May 19



Gibby Jacob
Chief Councillor




Witness


Signed on behalf of:

Government of British Columbia

Date: June 24/04



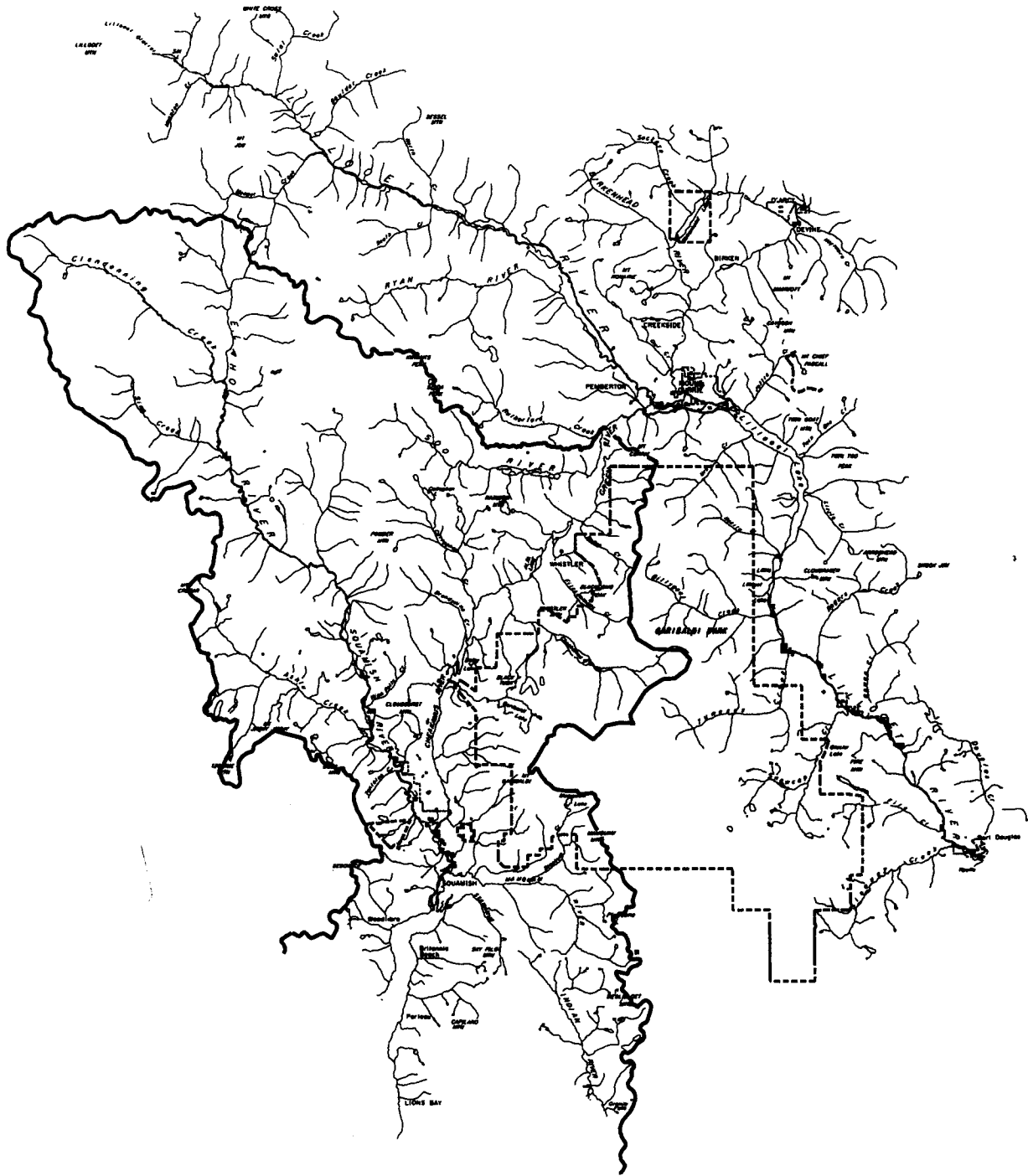
Michael de Jong
Minister of Forests



Witness

APPENDIX A

Squamish Nation Traditional Territory



— SKXWÚMISH7ÚLH - SQUAMISH

APPENDIX "B"
WOODLOT LICENCE MAP

