

Interim Measures Agreement
(the “Agreement”)
Between:

T’Sou-ke First Nation
As represented by
Chief and Council
T’Sou-ke First Nation

and

Her Majesty the Queen in Right of the Province of British Columbia
as represented by the Minister of Forests and Range
(the “Government of British Columbia”)

(collectively the “Parties”)

Whereas:

- The Te’mexw Treaty Association signed *An Agreement Respecting Management of Forest Resources* with the Government of British Columbia on October 8, 1996.
- This Agreement replaces the October 8, 1996 Agreement with respect to the specific interests of the T’Sou-ke First Nation.
- The T’Sou-ke First Nation has a relationship to the land that is important to its culture and the well-being of its community, governance and economy.
- The T’Sou-ke First Nation has Douglas Treaty rights to hunt over the unoccupied lands and the right to carry on its fisheries as formerly.
- The Government of British Columbia wishes to support economic opportunities for T’Sou-ke First Nation.

Purpose

The purposes of this Agreement are to:

- increase the participation of the T’Sou-ke First Nation in the forest sector;
- provide an economic benefit through a forest tenure opportunity to the T’Sou-ke First Nation.

Therefore the Parties agree as follows:

1.0 Definitions

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

- 1.1 “Operational Decision” means a decision that is made by a person with respect to the statutory approval of an Operational Plan that has potential effect in the T’Sou-ke First Nation’s Traditional Territory.
- 1.2 “Operational Plan” means a Forest Development Plan, Forest Stewardship Plan, Woodlot Licence Plan, a Range Use Plan, or Range Stewardship Plan that has a potential effect in the T’Sou-ke First Nation’s Traditional Territory.
- 1.3 “Administrative Decision” means one or more of the following decisions made by a person under forestry legislation.
 - The making, varying or postponing of Allowable Annual Cut (AAC) determinations for a Timber Supply Area or a Forest Tenure;
 - The issuance, consolidation, subdivision, amendment or boundary adjustment of a Forest Tenure or a Range Tenure;
 - The adjustment of Animal Unit Months in a Range Tenure;
 - The extension to the term of, or replacement of a Forest and/or Range Tenure;
 - The disposition of volumes of timber arising from undercut decisions on a Forest Tenure;
 - The conversion of a Forest Tenure to a different form of Forest Tenure;
 - The reallocation of harvesting rights as a result of the implementation of the *Forestry Revitalization Act*;
 - The issuance of a Special Use Permit;
 - The decision regarding approval or extension of a Tree Farm Licence Management Plan, Community Forest Management Plan and/or Woodlot Licence Management Plan;
 - The deletion or addition of provincial forest;
 - The transfer of AAC between Timber Supply Areas;
 - The removal of private land from a Tree Farm Licence; and,
 - The establishment of an interpretive forest site, recreation site and/or recreation trail.
- 1.4 “Forest Tenure” means an agreement granting rights to harvest Crown timber as defined in the *Forest Act*.

1.5 “Traditional Territory” means the T’Sou-ke First Nation’s asserted Traditional Territory as shown on bold black on the map attached in Appendix A.

1.6 “Licensee” means a holder of a Forest Tenure or a Range Tenure.

1.7 “Treaty Rights” means the right to hunt over the unoccupied lands and carry on fisheries as formerly.

Therefore the Parties agree as follows.

- 2.0** After execution of this Agreement by the Parties, and once volume becomes available through the timber reallocation process, the Ministry of Forests and Range will invite the T’souke First Nation to apply, under section 47.3 of the *Forest Act*, for a woodlot licence of up to 655 hectares in size as outlined in black bold on the map attached as Appendix B (Woodlot Licence 1526).
- 3.0** A Woodlot Licence entered into as a result of an invitation to apply under Section 2 of this Agreement:
- 3.1 Will be for a term of no longer than 20 years, as determined by the Minister;
 - 3.2 Will contain a term that the woodlot licence will not expire or terminate solely because this Agreement terminates pursuant to Section 6.3;
 - 3.3 Will include a term that T’Sou-ke First Nation may not dispose of the woodlot licence except in accordance with the *Forest Act*;
 - 3.4 Will contain other terms and conditions required by law, including the condition that T’Sou-ke First Nation must comply with this Agreement;
 - 3.5 Will include other terms and conditions as may be required by the regional or district manager; and,
 - 3.6 Will include the condition that T’Sou-ke First Nation will be responsible for any agreements with private landowners as required to access W1526.
- 4.0** An invitation to apply for a licence(s) and any licence(s) 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*.
- 5.0 Consultation Regarding Operational and Administrative Decisions and Plans**
- 5.1 The T’Sou-ke First Nation is entitled to full consultation with respect to all potential infringements of their Treaty Rights arising from any Operational or Administrative Decisions or Plans.

- 5.2 The Parties agree to adopt the following consultation processes to address both Operational and Administrative Decisions or Plans that may affect the T'Sou-ke First Nation's Treaty Rights within their Traditional Territory.

Operational Plans:

- 5.3 The Government of British Columbia agrees to consult with T'Sou-ke First Nation in a timely manner on Operational Plans that may potentially infringe T'Sou-ke First Nation's Treaty Rights within the Traditional Territory.
- 5.4 T'Sou-ke First Nation agrees to fully participate, as set out in this section, in the review of all Operational Plans within the Traditional Territory provided to them by the Government of British Columbia, and by Licensees.
- 5.5 In reviewing and responding to an Operational Plan submitted to them, T'Sou-ke First Nation will, within 60 days, provide the Party that supplied the plan to them with all reasonably available information that will identify any potential impacts to their Treaty Rights that may result from forestry development activities within the Traditional Territory.
- 5.6 Upon receiving the response from T'Sou-ke First Nation as specified in Section 5.5, the Government of British Columbia and/or the Licensee will discuss and attempt to resolve with T'Sou-ke First Nation any site specific operational infringements of T'Sou-ke First Nation's Treaty Rights that may occur as a result of proposed forest and/or range resource development activities within the Traditional Territory.
- 5.7 If no response is received from T'Sou-ke First Nation within the 60 day period, then the Government of British Columbia may conclude that T'Sou-ke First Nation does not intend to respond or participate in the consultation process in respect of the Operational Plan and that a decision on the Operational Plan may proceed.
- 5.8 In making a final decision on an Operational Plan, the Government of British Columbia will fully consider information it receives from T'Sou-ke First Nation, whether received directly or through a Licensee, and will consider whether the concerns identified by T'Sou-ke First Nation have been addressed.
- 5.9 The Government of British Columbia will advise the T'Sou-ke First Nation in writing how any concerns raised in 5.6 have been sought to be addressed.

Administrative Decisions:

- 5.10 The Government of British Columbia will provide to T'Sou-ke First Nation on an annual basis a list of all proposed Administrative Decisions anticipated within the year, and either upon the request of T'Ssou-ke First Nation or when the Government of British Columbia becomes aware of other proposed Administrative Decisions, will provide to T'Sou-ke First Nation an updated list.
- 5.11 The Government of British Columbia will meet with T'Sou-ke First Nation at mutually agreed times throughout the year to provide an opportunity for T'Sou-ke First Nation to make known to representatives of the Government of British Columbia their concerns and comments relative to the effect of the Administrative Decision(s) on their Treaty Rights within the Traditional Territory.
- 5.12 The Government of British Columbia will include T'Sou-ke First Nation in public Timber Supply Review processes that will lead to AAC determinations made pursuant to Section 8 of the *Forest Act* for the Arrowsmith Timber Supply Area.
- 5.13 T'Sou-ke First Nation agrees to fully participate in public Timber Supply Review processes by providing all reasonably available information about their Treaty Rights within the Traditional Territory potentially affected by AAC determinations to be made pursuant to Section 8 of the *Forest Act*.
- 5.14 If after considering the concerns and comments of T'Sou-ke First Nation, the statutory decision-maker is of the opinion that an Administrative Decision creates a potential infringement of T'Sou-ke First Nation's Treaty Rights, the statutory decision maker will seek to either address the comments and concerns in the Administrative Decision or through the process contained in Sections 5.3 through 5.8 of this Agreement.
- 5.15 The Government of British Columbia will advise the T'Sou-ke First Nation in writing how any concerns raised in Section 5.11 have been sought to be addressed.
- 5.16 T'Sou-ke First Nation agrees that British Columbia, by adhering to the processes outlined in Section 5, has developed an adequate consultation process for dealing with T'Sou-ke First Nation's Treaty Rights in the making of Administrative and Operational Decisions.

5.17 Any Administrative Decision made by the Government of British Columbia shall not be interpreted as concurrence by the T'Sou-ke First Nation unless the T'Sou-ke First Nation has expressly stated its concurrence.

6.0 Dispute resolution

6.1 If a dispute arises between the Government of British Columbia and the T'Sou-ke First 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.

6.2 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 T'Sou-ke First Nation.

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

7.0 Amendments

7.1 Any alteration or amendment to the terms and conditions of the Agreement must be in writing and duly executed by the Parties.

7.2 Either Party may request the participation of the other Party to review the effectiveness of this Agreement annually and consider amendments to this Agreement.

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: suspension, cancellation, expiry or termination of the woodlot licence; 90 days notice; or mutual agreement of the parties.

8.3 Prior to the expiry of the 90 days following notice of termination under Section 8.2, the Parties agree to meet and endeavour to resolve the issue that has given rise to the 90 day notice of termination.

8.4 The Government of British Columbia will not terminate this Agreement on the grounds that the T'Sou-ke First Nation has challenged an Administrative or Operational Decision by way of legal proceedings.

9.0 Notice

9.1 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 as in this section of the Agreement.

- 9.2 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.
- 9.3 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 and Range
P.O. Box 9525 STN PROV GOVT
Victoria, B.C. V8W 9C3
Telephone: (250) 387-3656 / Facsimile: (250) 953-3687

T'Sou-ke First Nation

Chief and Council
T'Sou-ke First Nation
2154 Lazzar Road
PO Box 307
Sooke, BC V0S 1N0
Telephone: (250) 642-3957 / Facsimile: (250) 642-7808

10.0 Miscellaneous

- 10.1. Where, as part of the consultation process outlined above, the T'Sou-ke First Nation presents information to the Government of British Columbia about the exercise of its Treaty Rights and requests that this information be kept confidential, the Government of British Columbia will, subject to the provisions of Provincial freedom of information and privacy legislation, adhere to that request.
- 10.2. 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 improperly fetters the statutory discretion of any government decision-maker.
- 10.3. This agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act*, 1982 and does not, except as otherwise provided in this agreement, recognize, affirm or deny the existence of any treaty or Aboriginal right, including aboriginal title.

- 10.4. This agreement will not limit the position that a party may take in future negotiations or court actions.
- 10.5. Any reference to a statute in this agreement includes all regulations made under that statute and any amendments or replacement of that statute.
- 10.6. There will be no presumption that any ambiguity in any of the terms of this agreement should be interpreted in favour of either Party.
- 10.7. This agreement shall be governed by the applicable laws of British Columbia and Canada.

Signed on behalf of:

T'Sou-ke First Nation:

Date: Feb 23 / 07

Rose Dumont
Chief Rose Dumont

K. MacLean
Witness

[Signature]
Councillor

K. MacLean
Witness

[Signature]
Councillor

K. MacLean
Witness

Councillor

Witness

Signed on behalf of:

Government of British Columbia

Date: MAR 28 2007



Honourable Rich Coleman
Minister of Forests and Range



Witness

ASSERTED FIRST NATIONS TRADITIONAL TERRITORIES, MOF SOUTH ISLAND FOREST DISTRICT T'SOU-KE FIRST NATION

Map last updated August 15th, 2005
Source: T'sou-ke Representatives

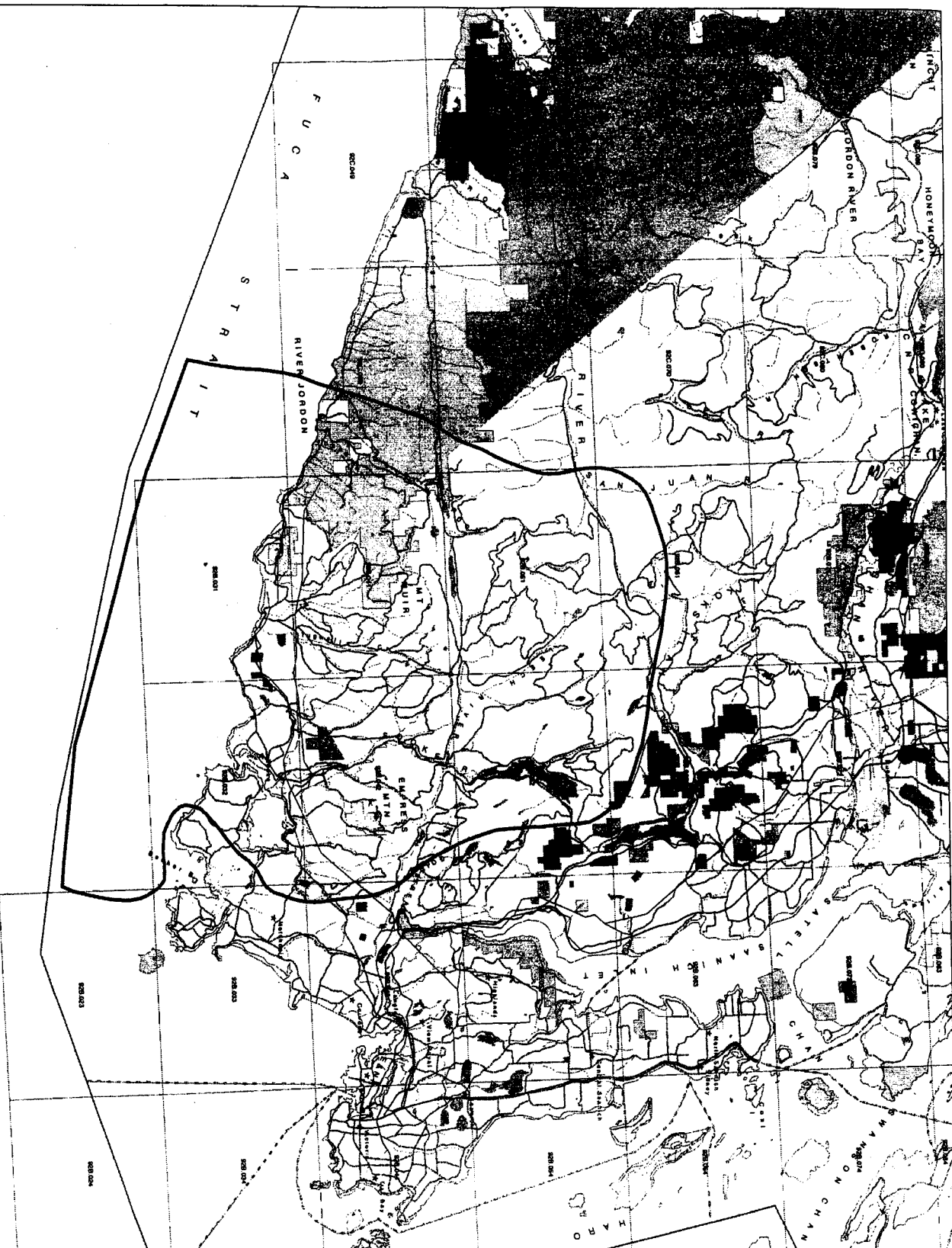


Legend	
[Symbol]	Traditional Territories
[Symbol]	Prescribed Parks
[Symbol]	Community Forests
[Symbol]	Community Forests
[Symbol]	Major Licenses
[Symbol]	FOREST_PL
[Symbol]	ATRES4
[Symbol]	ATRES
[Symbol]	BCTS Admin Areas
[Symbol]	BCTS Admin Areas
[Symbol]	Tree Farm Licenses
[Symbol]	FOREST_PL
[Symbol]	TR519
[Symbol]	TR528
[Symbol]	TR54
[Symbol]	TR544
[Symbol]	TR544
[Symbol]	TR544
[Symbol]	TR547
[Symbol]	Wilderness
[Symbol]	Other Forest Areas
[Symbol]	Other Forest Areas



This map is not intended to create, recognize, assert or deny any Aboriginal right, including title, land, forest or fishing rights, nor to constitute a statement of fact, nor to constitute a warranty or guarantee of any kind. It is for informational purposes only and does not constitute an offer of insurance or any other financial product. For more information, please contact the T'sou-ke First Nation. This map is not intended to create, recognize, assert or deny any Aboriginal right, including title, land, forest or fishing rights, nor to constitute a statement of fact, nor to constitute a warranty or guarantee of any kind. It is for informational purposes only and does not constitute an offer of insurance or any other financial product. For more information, please contact the T'sou-ke First Nation.

0 1.5 3 6 9 12 Kilometers





Date 95-05-09

Drawn by grb

Revised by Date

MAP OF:

WL1526 WOODLOT LICENCE

FOREST REGION: **01 VANCOUVER**
AND DISTRICT: **41 OTTER**

DISTRICT: **16 DUNCAN**
SHOWN AS A **BOLD SOLID LINE:**

L.T.M. Zone East# North#
Grid 10 445762 5362726

Reg Compt. L
06 001 E

Planning Cell

NAD 27 Y
83

MANAGEMENT UNIT

TIMBER SUPPLY AREA
Number 38
Block 43
Sub-B

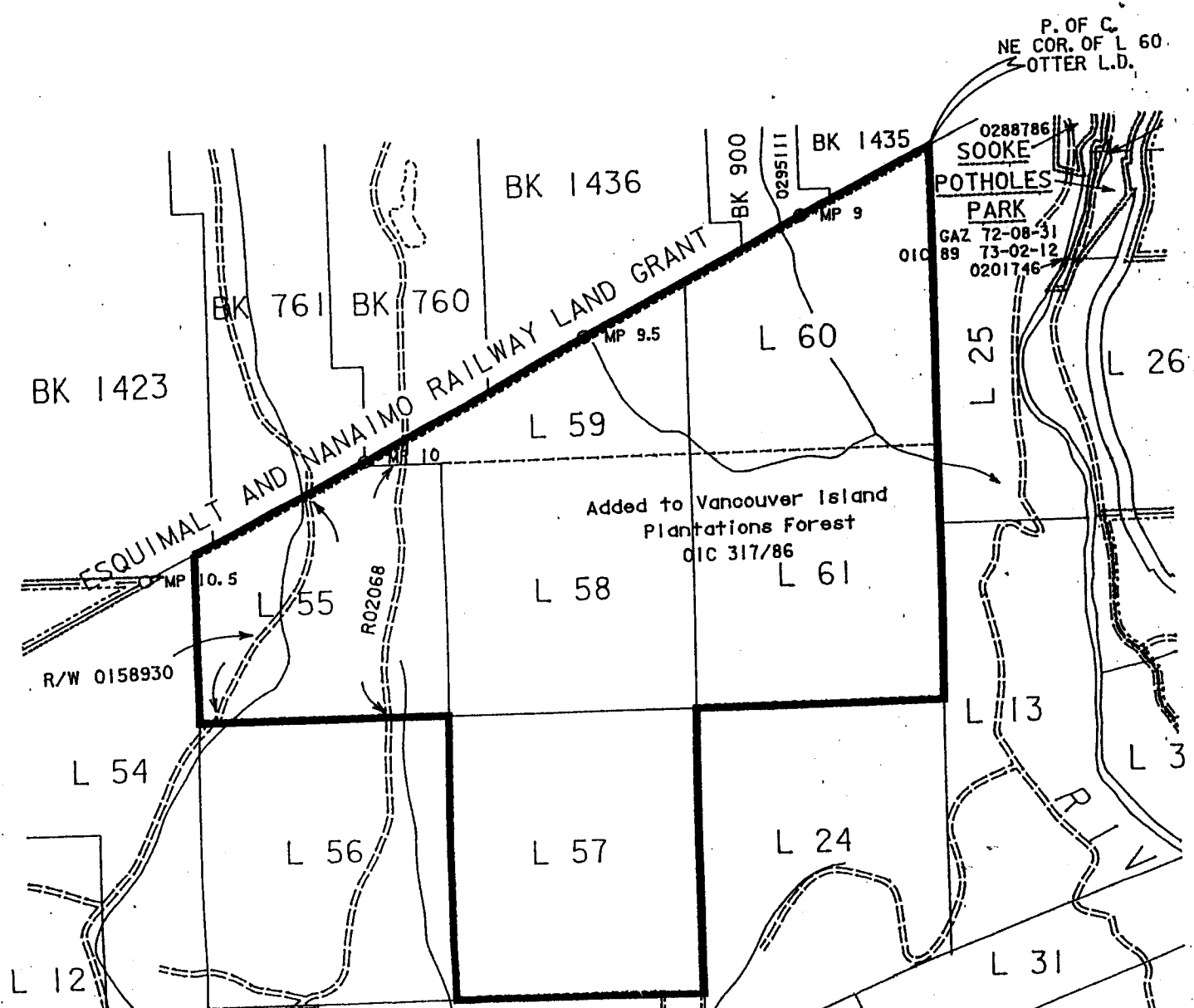
PULPWOOD AGREEMENT

CASCADES
East
West C

Base Map 092B042
Ref. Map 092B042
ODM Map ID WL1526
Scale 1:20 000

ORCS *
Area 349 hectares

ARROWSMITH TSA

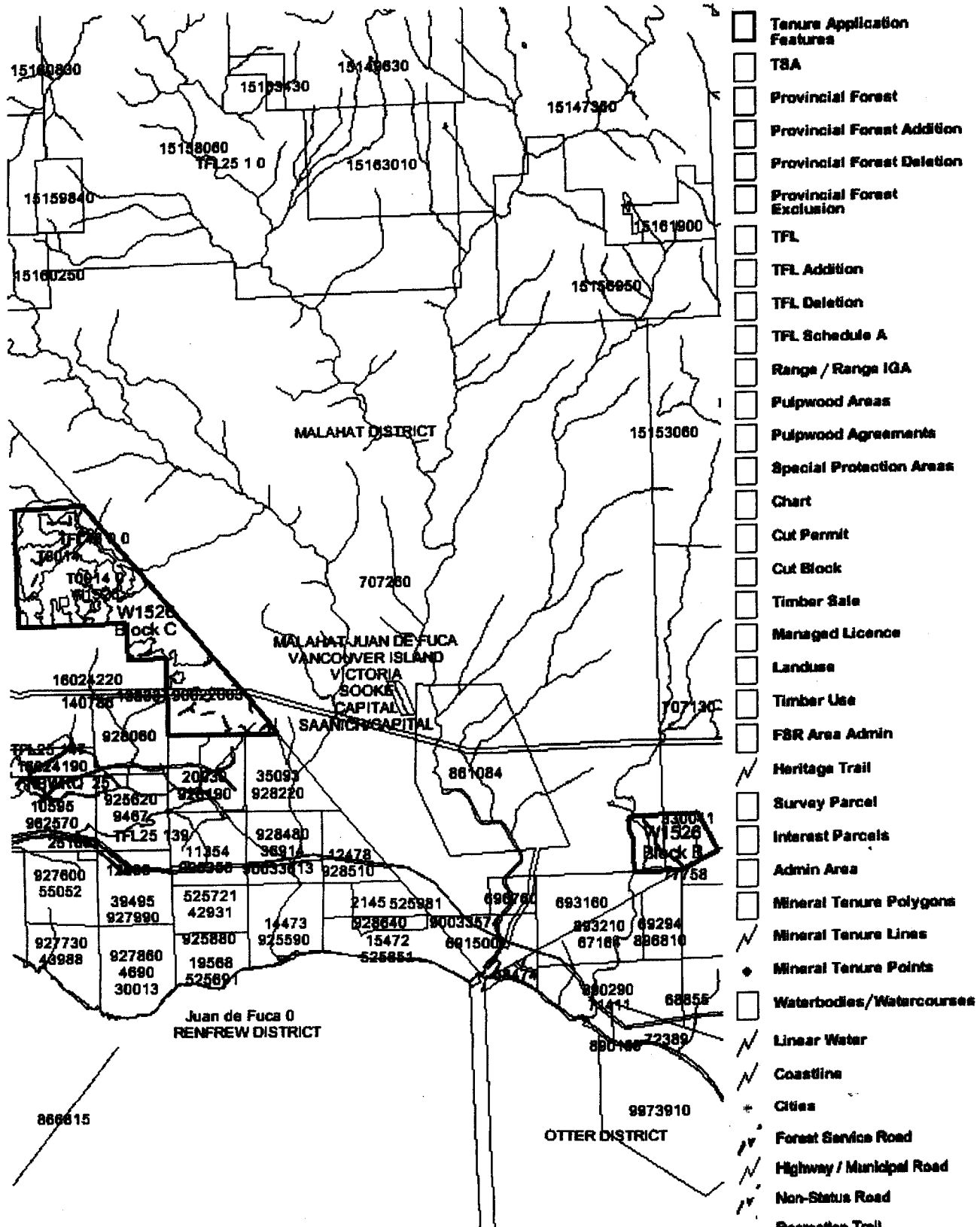


FTA304 - Exhibit A - Tenure Map

FILE: W1526
 FILE Type: A04 - Woodlot Licence
 Submission Area: 306.7957
 Scale: 1:60861
 DATUM: NAD 83
 UTM Zone: NOT AVAILABLE
 Description: Woodlot Licence Schedule B
 BCGS Reference Maps:

Submitted By: DISTRICT MANAGER SOUTH ISLAND (DSI)
 Submission Date: 2006-08-08
 Submitted To: DSI - South Island Forest District
 Revised By:
 Revision Date:
 Cascades:

File: 19720-25/W1526



- Tenure Application Features
- TSA
- Provincial Forest
- Provincial Forest Addition
- Provincial Forest Deletion
- Provincial Forest Exclusion
- TFL
- TFL Addition
- TFL Deletion
- TFL Schedule A
- Range / Range IGA
- Pulpwood Areas
- Pulpwood Agreements
- Special Protection Areas
- Chart
- Cut Permit
- Cut Block
- Timber Sale
- Managed Licence
- Landuse
- Timber Use
- FSR Area Admin
- Heritage Trail
- Survey Parcel
- Interest Parcels
- Admin Area
- Mineral Tenure Polygons
- Mineral Tenure Lines
- Mineral Tenure Points
- Waterbodies/Watercourses
- Linear Water
- Coastline
- Cities
- Forest Service Road
- Highway / Municipal Road
- Non-Status Road
- Promoter Trail

APPENDIX 3:

Description and Documentation pertaining to the Intended Holder of the licence

Please complete part A or B, whichever is appropriate, and attach appropriate documentation:

A) Applicant for the license:

OR

B) Full legal name, or corporate description of the legal entity, authorized to represent the applicant of the licence

-
- (i) Copy attached of legal instrument (letter) authorizing that legal entity to be their representative;
 - (ii) Copy attached of the ownership structure of the legal entity (the intended holder of the licence); and,
 - (iii) Copy of verification that the applicant has the controlling interest in that legal entity.