

**June 8, 2007  
Interim Measures Agreement**

**THIS AGREEMENT** dated for reference this 5 day of JULY, 2007

**BETWEEN:**

**Wuikinuxv Nation**

As represented by Chief Frank Johnson and Council

(the "WN")

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")

**Relationship of this Interim Measures Agreement to the Wuikinuxv Forestry  
Agreement**

- 1) This Agreement provides an additional economic opportunity pursuant to Section 3.1.10 of the Wuikinuxv Forestry Agreement between the WN and the Government of British Columbia signed February 5, 2004.
- 2) The Definitions (section 1), Consultation and Accommodation (sections 4 & 5), Dispute Resolution (section 7), Notice (section 13) and Miscellaneous (section 14) sections as written in the Wuikinuxv Forestry Agreement also apply to this Agreement.
- 3) The Wuikinuxv Asserted Traditional Territory map appended to the Wuikinuxv Forestry Agreement applies to this Agreement.
- 4) If the Wuikinuxv Forestry Agreement is terminated or expires prior to this Agreement, the provisions of the Wuikinuxv Forestry Agreement will become part of this Agreement and will continue in effect for the term of this Agreement.

**Purpose:**

- 1) The purpose of this Agreement is to:
  - a) Provide an interim measures opportunity to support WN participation in the forest sector in the short term while longer term forestry interests are pursued through the WN forestry strategy and through the Treaty process.
  - b) Encourage operational synergies with British Columbia Timber Sales and other licensees in the Oweekeno Lake Basin.
  - c) Provide economic accommodation as set out in this Agreement to address asserted Aboriginal Rights and Title raised by WN regarding proposed forest resource development and forest management decisions within the WN asserted Traditional Territory that occur during the term of this Agreement;
  - d) Provide for an economic development opportunity for WN by providing an invitation to WN for a non-replaceable forest licence in the Mid Coast Timber Supply Area (TSA); and
  - e) Assist in providing stability to provincially authorized forest resource development on Crown lands within the asserted Traditional territory for the WN.

**Invitation to Apply for a Non-Replaceable Forest Licence**

- 2) After execution of this Agreement by the parties, the Minister of Forests and Range (the "Minister") will invite the WN to apply for a non-replaceable licence (the "Licence") for up to 200,000 m<sup>3</sup> over five years in the Mid Coast TSA under section 47.3 of the Forest Act and within the WN asserted Traditional Territory.
- 3) Any invitation to apply for 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 WN making an application for the licence, WN will contact the Ministry of Forests and Range and the parties will endeavour to identify an operating area in the Mid-Coast TSA within WN asserted Traditional Territory.
- 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

c) will include the condition WN must comply with this Agreement and the WN Forestry Agreement dated February 5, 2004;

d) will include a term that WN may not dispose of the licence except in the accordance with the Forest Act;

e) will include other terms and conditions as may be required by the regional executive director.

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.

#### **Amendments**

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

#### **Term**

9) This Agreement will take effect on the date on which the last party has executed it.

10) 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 which the Government of British Columbia cancels the licence under this Agreement pursuant to Section 15.

11) If this Agreement is terminated in accordance with Section 14, then the Minister may terminate the economic benefits under this Agreement.

12) If the WN Forestry Agreement dated February 5, 2004 is terminated, the consultation processes that were set out in Section 4 and 5 of the WN Forestry Agreement are incorporated into this Agreement and will continue to be used by the parties for the purposes of this Agreement.

13) Without limiting the actions that may be taken by the Minister of Forests 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 WN is not in compliance with this Agreement or the WN Forestry Agreement dated February 5, 2004.

Signed on behalf of:

Wuikinuxv Nation

Date \_\_\_\_\_

  
\_\_\_\_\_  
Chief Councillor Frank Johnson


  
\_\_\_\_\_  
Councillor Richard Shaw


  
\_\_\_\_\_  
Councillor Andrew Johnson

Signed on behalf of:

Government of British Columbia

Date July 5/07

  
\_\_\_\_\_  
Rich Coleman  
Minister of Forests and Range  
(and Minister Responsible for Housing)

  
\_\_\_\_\_  
Witness