

PROVINCE OF BRITISH COLUMBIA

Ministry of Forests

TREE FARM LICENCE NO. 46

THIS LICENCE, dated July 1, 1997

BETWEEN:

THE MINISTER OF FORESTS, on behalf of
HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
(the "Minister")

AND:

TIMBERWEST FOREST LIMITED
P.O. BOX 11101
VANCOUVER, BRITISH COLUMBIA
V6E 3P3
Fax # 604-981-2924
(the "Licensee")

WHEREAS:

- A. Under Section 36 of the *Forest Act*, this Licence replaces Tree Farm Licence No. 46, dated July 1, 1983.
- B. Under the *Forest Amendment Act, 1988*, the portion of the allowable annual cut attributable to Schedule B Land, which was available to the Licensee under Tree Farm Licence No. 46, was reduced by 50 680 m³.
- C. As a result of the transfer of Tree Farm Licence No. 46 from British Columbia Forest Products to Fletcher Challenge Canada Limited (the Licensee), the portion of the allowable annual cut attributable to Schedule B land, available to the Licensee, was reduced by 50 680 m³.
- D. As a consequence of the reduction in allowable annual cut imposed under the *Forest Amendment Act, 1988*, Tree Farm Licence No. 46 was amended on December 19, 1991 and again on December 9, 1992 by deleting areas of land from Schedule B Land.

THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 Subject to this Licence and the Acts, regulations and standards referred to in paragraph 11.01, the Minister grants the Licensee
- (a) the exclusive right during the term of this Licence to harvest from
 - (i) Schedule B Land, and
 - (ii) Schedule A Land subject to a timber licence, timber of the types specified in paragraph 1.02 from the types of terrain specified in paragraph 1.03,
 - (b) the right to manage
 - (i) Schedule B Land, and
 - (ii) Schedule A Land subject to a timber licence, according to this Licence, the Acts, regulations and standards referred to in paragraph 11.01, higher level plans, the management plan in effect under this Licence, and operational plans approved in respect of this Licence, and
 - (c) the right to enter and use
 - (i) Schedule B Land, and
 - (ii) Schedule A Land subject to a timber licence, for the purpose of exercising a right or fulfilling an obligation under this Licence.
- 1.02 The following types of timber are specified for the purposes of paragraph 1.01:
- (a) on Schedule A Land subject to a timber licence, all merchantable timber; and
 - (b) on Schedule B Land, all types of timber other than deciduous types.
- 1.03 The following types of terrain are specified for the purposes of paragraph 1.01:
- (a) on Schedule A Land subject to a timber licence, all terrain containing merchantable timber; and
 - (b) on Schedule B Land, all types of terrain.
- 1.04 Subject to this Licence and the Acts, regulations and standards referred to in paragraph 11.01, the Licensee may also harvest timber from the Licence Area that is not
- (a) of a type specified in paragraph 1.02, or
 - (b) from a type of terrain specified in paragraph 1.03.

- 1.05 The Licensee will not harvest timber from the Licence Area except under a cutting permit or road permit, or a free use permit issued to the Licensee.
- 1.06 Subject to paragraph 1.07, the Licensee will not occupy Schedule B Land or Schedule A Land subject to a timber licence, except under and in accordance with a cutting permit, road permit, or special use permit authorizing such use or occupation.
- 1.07 Paragraph 1.06 does not apply to temporary occupation for the purpose of
- (a) carrying out silviculture,
 - (b) collecting inventory information,
 - (c) doing engineering layouts and surveys,
 - (d) carrying out protection activities, and
 - (e) fulfilling other obligations of the Licensee under or associated with this Licence.
- 1.08 Each year during the term of this Licence, the Regional Manager or District Manager may dispose of the following volumes of timber of a type specified in paragraph 1.02 from a type of terrain specified in paragraph 1.03, provided the timber is within areas of Schedule B Land agreed to under paragraph 1.11 or specified under paragraph 1.12:
- (a) subject to paragraph 1.16, 0 m³ of the allowable annual cut, under non-replaceable timber sale licences; and
 - (b) a volume of timber not exceeding one half of one percent (0.5%) of the portion of the allowable annual cut the Chief Forester determines is attributable to Schedule B Land, under free use permits.
- 1.09 In addition to any timber disposed of under paragraph 1.08, each year during the term of this Licence, the Regional Manager or District Manager may dispose of timber of a type specified in paragraph 1.02 from a type of terrain specified in paragraph 1.03, under timber sale licences issued pursuant to a pulpwood agreement, provided
- (a) the timber is
 - (i) of the type referred to in Section 40(1)(b) of the *Forest Act*,
 - (ii) within a pulpwood area designated by the Minister, and
 - (iii) within areas of Schedule B Land agreed to under paragraph 1.11 or specified under paragraph 1.12, and
 - (b) the volume of timber disposed of does not exceed an amount equal to the portion of the allowable annual cut which the Chief Forester determines is attributable to timber of the type referred to in clause(a)(i), having regard to the factors and information

considered by the Chief Forester in his or her most recent determination of the allowable annual cut.

- 1.10 In addition to any timber disposed of under paragraphs 1.08 and 1.09, the Regional Manager or District Manager may dispose of any timber in the Licence Area that is not
- (a) of a type specified in paragraph 1.02, or
 - (b) from a type of terrain specified in paragraph 1.03,
- provided the timber is within areas of Schedule B Land agreed to under paragraph 1.11 or specified under paragraph 1.12.
- 1.11 Subject to paragraph 1.12, the District Manager and the Licensee will agree upon areas of Schedule B Land for the purposes of paragraphs 1.08, 1.09, 1.10 and 1.17, having regard to
- (a) the type and quality of timber on the area of Schedule B Land under consideration compared to the Schedule B Land as a whole,
 - (b) the type of terrain on the area of Schedule B Land under consideration compared to the Schedule B Land as a whole,
 - (c) in the case of paragraph 1.09, the type of timber referred to in Section 40(1)(b) of the *Forest Act*,
 - (d) in the case of paragraph 1.17, the nature of the Licensee's failure to comply with the management plan,
 - (e) the management plan in effect under this Licence and the forest development plan approved in respect of this Licence,
 - (f) any potential interference with the operations of the Licensee under this Licence, and
 - (g) use of the Licence Area for purposes other than timber production, including use of the Licence Area by
 - (i) trappers, guide outfitters, range tenure holders, and other licensed resource users, and
 - (ii) aboriginal people carrying out aboriginal activities.
- 1.12 If under paragraph 1.11 the District Manager and the Licensee are unable to agree upon areas of Schedule B Land for the purposes of paragraph 1.08, 1.09, 1.10 or 1.17, the District Manager or the Licensee may refer the matter to the Regional Manager, in which case the Regional Manager, subject to paragraph 1.15, and having regard to
- (a) the factors referred to in paragraph 1.11, and
 - (b) the recommendations of the District Manager and the Licensee,
- will specify areas for these purposes.
- 1.13 Subject to paragraphs 1.14 and 1.15, the Minister in a notice given to the Licensee may delete an area from Schedule B Land to enable the

Regional Manager or District Manager to issue a woodlot licence over the area, if the Chief Forester determines that the portion of the allowable annual cut attributable to the area does not exceed the volume of timber referred to in paragraph 1.08(a), having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.

- 1.14 Before deleting an area under paragraph 1.13, the Minister will consult the Licensee and consider any recommendations made by the Licensee.
- 1.15 The Regional Manager will only specify an area under paragraph 1.12, and the Minister will only delete an area under paragraph 1.13, where the Regional Manager or the Minister, as the case may be, is satisfied that specifying or deleting the area will not
- (a) compromise the management plan in effect under this Licence or a forest development plan approved in respect of this Licence, or
 - (b) unreasonably interfere with the Licensee's operations under this Licence.
- 1.16 Where the Minister deletes an area under paragraph 1.13, the volume of timber referred to in paragraph 1.08(a) is deemed to be reduced by an amount equal to the portion of the allowable annual cut that the Chief Forester determines is attributable to the deleted area, having regard to the factors and information considered by the Chief Forester in his or her most recent determination of the allowable annual cut.
- 1.17 If
- (a) a management plan referred to in paragraph 2.01 or approved under paragraph 2.27 provides that part of the allowable annual cut is to be harvested from a specified part of the Licence Area or from a specified type of timber or terrain, and the Licensee fails to comply with that provision, and
 - (b) as a consequence, the Chief Forester, under Section 69 of the *Forest Act*, reduces the portion of the allowable annual cut available to the Licensee,
- then, in addition to any timber disposed of under paragraphs 1.08, 1.09 and 1.10, the Regional Manager or District Manager may dispose of a volume of timber, from areas of Schedule B Land agreed to under paragraph 1.11 or specified under paragraph 1.12, up to an amount equal to the amount by which the Chief Forester reduces the allowable annual cut under Section 69 of the *Forest Act* multiplied by the number of years the reduction remains in effect.

- 1.18 If an area of Schedule A Land is
- (a) subject to a timber licence that expires, or
 - (b) deleted from a timber licence,
- then the area is deemed to be deleted from Schedule A Land and added to Schedule B Land.
- 1.19 The term of this Licence is 25 years, beginning July 1, 1997

2.00 MANAGEMENT PLANS

- 2.01 A management plan
- (a) approved under the tree farm licence replaced by this Licence, and
 - (b) still in effect on the date immediately preceding the date referred to in paragraph 1.19,
- is deemed for the remainder of the term of the management plan to be the management plan in effect under this Licence.
- 2.02 If there is no approved management plan in effect under the tree farm licence replaced by this Licence on the date immediately preceding the date referred to in paragraph 1.19, then solely for the purposes of
- (a) inviting comments under paragraph 2.05(a) and providing an assessment under paragraph 2.08(a), and
 - (b) determining the deadlines for
 - (i) inviting comments under paragraph 2.05(a),
 - (ii) submitting a review strategy under paragraph 2.05(b),
 - (iii) providing an assessment under paragraph 2.08(a)(i),
 - (iv) submitting a summary of comments under paragraph 2.08(b),
 - (v) submitting a Statement of Management Objectives, Options and Procedures under paragraph 2.09,
 - (vi) referring a draft management plan and inviting comments under paragraph 2.24, and
 - (vii) submitting a proposed management plan under paragraph 2.26,
- the parties will proceed as if the management plan which was last in effect under that tree farm licence is the management plan in effect under this Licence and, subject to paragraph 2.04, is due to expire 28 months after the date referred to in paragraph 1.19.
- 2.03 If the management plan deemed under paragraph 2.01 to be the management plan in effect under this Licence is due to expire less than 28 months after the date referred to in paragraph 1.19, then solely for the purpose of determining the deadlines for

- (a) inviting comments under paragraph 2.05(a),
 - (b) submitting a review strategy under paragraph 2.05(b), if applicable,
 - (c) providing an assessment under paragraph 2.08(a)(i),
 - (d) submitting a summary of comments under paragraph 2.08(b),
 - (e) submitting a Statement of Management Objectives, Options and Procedures under paragraph 2.09,
 - (f) referring a draft management plan and inviting comments under paragraph 2.24, and
 - (g) submitting a proposed management plan under paragraph 2.26,
- the parties will proceed as if, subject to paragraph 2.04, the management plan in effect under this Licence is due to expire 28 months after the date referred to in paragraph 1.19.

2.04 If

- (a) either
 - (i) there is no approved management plan in effect under the tree farm licence replaced by this Licence on the date immediately preceding the date referred to in paragraph 1.19, or
 - (ii) the management plan deemed under paragraph 2.01 to be the management plan in effect under this Licence is due to expire less than 28 months after the date referred to in paragraph 1.19, and
 - (b) the Chief Forester is satisfied that a requirement or obligation referred to in this Part has been met or fulfilled under the tree farm licence replaced by this Licence,
- the Chief Forester, in a notice given to the Licensee, may
- (c) specify the requirement or obligation that has been met or fulfilled and deem that requirement or obligation to have been met or fulfilled under this Licence, and
 - (d) if a period of less than 28 months is sufficient for the purpose of establishing a deadline referred to in paragraph 2.02(b) or 2.03, specify a period of less than 28 months which is sufficient for this purpose.

2.05 Not less than 28 months prior to the date on which the management plan in effect under this Licence is due to expire,

- (a) the Licensee will
 - (i) publish at least twice within a period of two consecutive weeks in a newspaper acceptable to the Regional Manager, an advertisement inviting comments regarding
 - (A) the management plan in effect under this Licence,
 - and

- (B) the Licensee's performance in respect of that management plan, and
 - (ii) make a copy of the management plan in effect under this Licence available for review by interested persons
 - (A) during normal business hours, and
 - (B) at the Licensee's place of business in the vicinity of the Licence Area or, if the Licensee so chooses, at another location which is convenient to the public and acceptable to the Regional Manager, for a period of one month, or longer if the Licensee so chooses, beginning at least one week after the last publication of the advertisement referred to in clause (i), and
- (b) if there is no management plan in effect under this Licence, or if the management plan in effect under this Licence does not include a review strategy for
 - (i) the Statement of Management Objectives, Options and Procedures referred to in paragraph 2.09,
 - (ii) the draft management plan referred to in paragraph 2.24,
 - (iii) the statement of objectives referred to in paragraph 3.01, or
 - (iv) the statement of proposals referred to in paragraph 3.02,
 the Licensee will submit to the Regional Manager a review strategy, complying with the requirements of Part 4.00, for the Statement of Management Objectives, Options and Procedures, the draft management plan, the statement of objectives referred to in paragraph 3.01, and the statement of proposals referred to in paragraph 3.02, as applicable.

2.06 The Regional Manager, within two months after the date on which the Regional Manager receives a review strategy submitted under paragraph 2.05(b) or 2.07(b), will in a notice given to the Licensee approve the review strategy, subject to such conditions as the Regional Manager considers necessary or appropriate, if the Regional Manager is satisfied that the review strategy meets the requirements of Part 4.00.

2.07 Where the Regional Manager does not approve a review strategy under paragraph 2.06,

- (a) the Regional Manager, within two months after the date on which the Regional Manager receives the review strategy, will specify in a notice given to the Licensee why the Regional Manager has not approved the review strategy, and
- (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised review strategy to the Regional Manager.

2.08 Not less than 26 months prior to the date on which the management plan in effect under this Licence is due to expire,

- (a) the Regional Manager will provide the Licensee with
 - (i) an assessment of
 - (A) the management plan in effect under this Licence, and
 - (B) the Licensee's performance in respect of that management plan, and
 - (ii) a list of guidelines currently in effect, and
- (b) the Licensee will submit to the Regional Manager a summary of the comments received by the Licensee in complying with paragraph 2.05(a).

2.09 The Licensee, not less than 22 months prior to the date on which the management plan in effect under this Licence is due to expire, will submit to the Regional Manager

- (a) a Statement of Management Objectives, Options and Procedures which has been referred to resource agencies and made available for comment in accordance with the review strategy approved
 - (i) in the management plan in effect under this Licence, or
 - (ii) under paragraph 2.06, as the case may be, and
- (b) a summary of
 - (i) all comments received by the Licensee in complying with the review strategy referred to in subparagraph (a), and
 - (ii) the modifications, if any, made to the Statement of Management Objectives, Options and Procedures, prior to its submission to the Regional Manager, in response to the comments referred to in clause (i).

2.10 A Statement of Management Objectives, Options and Procedures submitted under paragraph 2.09 or 2.12(b) must

- (a) be prepared by a professional forester in accordance with the applicable manual in effect four months prior to the deadline for submitting the Statement of Management Objectives, Options and Procedures under paragraph 2.09 or 2.12(b), as the case may be,
- (b) summarize the commitments which
 - (i) were made by the Licensee
 - (A) in the application on which the award of the tree farm licence replaced by this Licence or any predecessor to that tree farm licence was based,

- (B) in accepting the offer of the tree farm licence replaced by this Licence or any predecessor to that tree farm licence, or
 - (C) as a result of a request for the Minister's consent for the purposes of Section 50 of the *Forest Act*, and
 - (ii) remain in effect at the time the Statement of Management Objectives, Options and Procedures is submitted,
 - (c) identify the inadequacies, if any, in the information to be included in the inventories referred to in paragraph 2.25(d),
 - (d) propose management objectives for the Licence Area reflecting the management objectives which the Licensee intends to include in the draft management plan, and identify management options reflecting the proposals for meeting these objectives which the Licensee also intends to include in the draft management plan, regarding
 - (i) management and utilization of the timber resources in the Licence Area, including harvesting methods and felling, bucking and utilization specifications suitable to the types of timber and terrain specified in paragraphs 1.02 and 1.03,
 - (ii) protection and conservation of the non-timber values and resources in the Licence Area, including visual quality, biological diversity, soils, water, recreation resources, cultural heritage resources, range land, and wildlife and fish habitats,
 - (iii) integration of harvesting activities in the Licence Area with use of the Licence Area for purposes other than timber production, including use of the Licence Area by
 - (A) trappers, guide outfitters, range tenure holders, and other licensed resource users, and
 - (B) aboriginal people carrying out aboriginal activities,
 - (iv) forest fire prevention and suppression, prescribed fire, and fuel management,
 - (v) forest health, including disease and pest management,
 - (vi) silviculture,
 - (vii) road construction, maintenance and deactivation, and
 - (viii) any issues identified
 - (A) by the Licensee,
 - (B) by the Regional Manager in the assessment referred to in paragraph 2.08(a)(i), or
 - (C) in the comments referred to in paragraph 2.08(b),
- which are consistent with this Licence, the Acts, regulations and standards referred to in paragraph 11.01, higher level plans, including any objectives for resource management zones, landscape units, sensitive areas, recreation sites and trails and interpretive forest sites under the *Forest Practices Code of British Columbia*

- Act*, the guidelines referred to in paragraph 2.08(a)(ii), and the commitments referred to in subparagraph (b),
- (e) identify inadequacies referred to in subparagraph (c) and issues referred to in clause (d)(viii) which will require further study or analysis, and indicate what, if any, studies or analyses the Licensee will carry out,
 - (f) identify issues referred to in clause (d)(viii) which will be addressed in the management objectives and proposals in the draft management plan referred to in paragraph 2.24 and proposed management plan referred to in paragraph 2.26, and
 - (g) identify management options referred to in subparagraph (d) which the Licensee proposes to assess in the timber supply analysis referred to in paragraph 2.17(a).

2.11 The Regional Manager, within three months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under paragraph 2.09, or two months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under paragraph 2.12(b), will in a notice given to the Licensee accept the Statement of Management Objectives, Options and Procedures, subject to such conditions as the Regional Manager considers necessary or appropriate, if

- (a) the Statement of Management Objectives, Options and Procedures meets the requirements of paragraph 2.10, and
- (b) the Regional Manager is satisfied that the Licensee has
 - (i) adequately addressed the inadequacies referred to in paragraph 2.10 (c), the issues referred to in paragraph 2.10(d)(viii), and the comments referred to in paragraph 2.09(b)(i), and
 - (ii) selected appropriate management options for assessment in the timber supply analysis.

2.12 Where the Regional Manager does not accept a Statement of Management Objectives, Options and Procedures under paragraph 2.11,

- (a) the Regional Manager, within three months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under paragraph 2.09, or two months after the date on which the Regional Manager receives a Statement of Management Objectives, Options and Procedures submitted under subparagraph (b), will specify in a notice given to the Licensee why the Regional Manager has not accepted the Statement of Management Objectives, Options and Procedures, and

- (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised Statement of Management Objectives, Options and Procedures to the Regional Manager.
- 2.13 Where the Regional Manager accepts a Statement of Management Objectives, Options and Procedures under paragraph 2.11, the Licensee, within three months after the date on which the Statement of Management Objectives, Options and Procedures is accepted, will submit a Timber Supply Analysis Information Package to the Timber Supply Forester.
- 2.14 A Timber Supply Analysis Information Package submitted under paragraph 2.13 must
- (a) include the information required in the applicable manual in effect six months prior to the deadline for submitting the Timber Supply Analysis Information Package,
 - (b) identify assumptions the Licensee proposes to incorporate into the timber supply analysis referred to in paragraph 2.17(a) which are consistent with
 - (i) this Licence,
 - (ii) the Acts, regulations and standards referred to in paragraph 11.01,
 - (iii) higher level plans, including any objectives for resource management zones, landscape units, sensitive areas, recreation sites and trails and interpretive forest sites under the *Forest Practices Code of British Columbia Act*,
 - (iv) subject to paragraph 2.33, the guidelines referred to in paragraph 2.08(a)(ii),
 - (v) subject to paragraph 2.33, the management objectives in the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11, and
 - (vi) subject to paragraph 2.33, the management options in the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11 which are referred to in paragraph 2.10(g).
 - (c) without restricting the generality of subparagraph (b), identify assumptions the Licensee proposes to incorporate into the timber supply analysis referred to in paragraph 2.17(a) regarding
 - (i) the inventory of timber and non-timber resources in the Licence Area,
 - (ii) growth and yield,
 - (iii) regeneration delays,
 - (iv) silviculture treatments,
 - (v) integrated resource management constraints,

- (vi) harvesting methods and felling, bucking and utilization specifications, and
- (vii) the operable land base,
- (d) describe the methodology, including the computer model, if any, that the Licensee proposes to use in the timber supply analysis, including a description of the extent to which the assumptions referred to in subparagraphs (b) and (c) are reflected in the methodology,
- (e) include information which supports the assumptions referred to in subparagraphs (b), (c) and (d),
- (f) describe how the Licensee proposes to address in the timber supply analysis any inadequacies referred to in paragraph 2.10(c), and
- (g) include any other information readily available to the Licensee, which
 - (i) the Licensee, or
 - (ii) the Timber Supply Forester, in a notice given to the Licensee within one month after the date on which the Licensee is given the notice accepting the Statement of Management Objective, Options and Procedures under paragraph 2.11,
 considers relevant to an assessment of the impact on the timber supply of the management options referred to paragraph 2.10(g).

2.15 The Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives the Timber Supply Analysis Information Package submitted under paragraph 2.13, or two months after the date on which the Timber Supply Forester receives the information or proposals submitted under paragraph 2.16(b), will in a notice given to the Licensee accept the assumptions and the methodology referred to in paragraph 2.14 and, if applicable, paragraph 2.16(b) for use in the timber supply analysis referred to in paragraph 2.17(a), subject to such conditions as the Timber Supply Forester considers necessary or appropriate, if

- (a) the requirements of paragraph 2.14 and, if applicable, paragraph 2.16(b) have been met, and
- (b) the Timber Supply Forester is satisfied with the information provided in support of the assumptions and methodology.

2.16 Where the Timber Supply Forester does not accept both the assumptions and the methodology under paragraph 2.15,

- (a) the Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives the Timber Supply Analysis Information Package submitted under paragraph 2.13, or two months after the date on which the Timber Supply Forester receives the information or proposals submitted under subparagraph

- (b), will specify in a notice given to the Licensee why the Timber Supply Forester has not accepted the assumptions, the methodology or both, and
 - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will
 - (i) propose new or revised assumptions,
 - (ii) propose a new or revised methodology, and
 - (iii) submit further information in support of the assumptions, the methodology or both,
 as required by the Timber Supply Forester.
- 2.17 Where the Timber Supply Forester accepts the assumptions and the methodology under paragraph 2.15, the Licensee, within three months after the date on which the assumptions and the methodology are accepted, will submit
- (a) a timber supply analysis to the Timber Supply Forester, and
 - (b) a 20-year plan to the District Manager.
- 2.18 A timber supply analysis submitted under paragraph 2.17(a) or 2.22(b) must:
- (a) assess the impact on the timber supply of the management options in the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11 which are referred to in paragraph 2.10(g), and
 - (b) subject to paragraph 2.33,
 - (i) be based on the assumptions, and
 - (ii) use the methodology, accepted by the Timber Supply Forester under paragraph 2.15.
- 2.19 A 20-year plan submitted under paragraph 2.17(b) or 2.23(b) must
- (a) identify
 - (i) the net operable land base,
 - (ii) harvested areas,
 - (iii) existing and proposed road access within the net operable land base, and
 - (iv) areas subject to special integrated resource management constraints, such as use of the Licence Area for purposes other than timber production,
 - (b) categorize areas within the net operable land base referred to in clause (a)(i) by
 - (i) the type and quality of timber, and
 - (ii) the harvesting methods suitable to the terrain, and

- (c) in support of the timber supply analysis, set out a hypothetical sequence of cut blocks in 5 year increments over a period of 20 years, or longer if the Licensee so chooses, which is consistent with
 - (i) this Licence,
 - (ii) the Acts, regulations and standards referred to in paragraph 11.01,
 - (iii) higher level plans, including any objectives for resource management zones, landscape units, sensitive areas, recreation sites and trails and interpretive forest sites under the *Forest Practices Code of British Columbia Act*,
 - (iv) subject to paragraph 2.33, the guidelines referred to in paragraph 2.08(a)(ii),
 - (v) subject to paragraph 2.33, the management objectives in the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11, and
 - (vi) subject to paragraph 2.33, a management option selected by the Licensee from the management options in the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11 which are referred to in paragraph 2.10(g).

2.20 The Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives a timber supply analysis submitted under paragraph 2.17(a), or two months after the date the Timber Supply Forester receives a timber supply analysis submitted under paragraph 2.22(b), will

- (a) in a notice given to the Licensee accept the timber supply analysis, subject to such conditions as the Timber Supply Forester considers necessary or appropriate, if the timber supply analysis meets the requirements of paragraph 2.18, and
- (b) where the Timber Supply Forester accepts the timber supply analysis under subparagraph (a), provide the Licensee with an assessment of the strengths and weakness of the timber supply analysis.

2.21 The District Manager, within three months after the date on which the District Manager receives a 20-year plan submitted under paragraph 2.17(b), or two months after the date on which the District Manager receives a 20-year plan submitted under paragraph 2.23(b), will

- (a) in a notice given to the Licensee accept the 20-year plan, subject to such conditions as the District Manager considers necessary or appropriate, if the 20-year plan meets the requirements of paragraph 2.19, and

- (b) where the District Manager accepts the 20-year plan under subparagraph (a), provide the Licensee with an assessment of the strengths and weakness of the 20-year plan.
- 2.22 Where the Timber Supply Forester does not accept a timber supply analysis under paragraph 2.20,
 - (a) the Timber Supply Forester, within three months after the date on which the Timber Supply Forester receives a timber supply analysis submitted under paragraph 2.17(a), or two months after the date on which the Timber Supply Forester receives a timber supply analysis submitted under subparagraph (b), will specify in a notice given to the Licensee why the Timber Supply Forester has not accepted the timber supply analysis, and
 - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised timber supply analysis to the Timber Supply Forester.
- 2.23 Where the District Manager does not accept a 20-year plan under paragraph 2.21,
 - (a) the District Manager, within three months after the date on which the District Manager receives a 20-year plan submitted under paragraph 2.17(b), or two months after the date on which the District Manager receives a 20-year plan submitted under subparagraph (b), will specify in a notice given to the Licensee why the District Manager has not accepted the 20-year plan, and
 - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised 20-year plan to the District Manager.
- 2.24 Not less than six months prior to the date on which the management plan in effect under this Licence is due to expire, the Licensee will
 - (a) refer a draft management plan to the Regional Manager for comment, and
 - (b) at the same time, refer the draft management plan referred to in subparagraph (a) to resource agencies and make it available for comment in accordance with the review strategy approved
 - (i) in the management plan in effect under this Licence, or
 - (ii) under paragraph 2.06,as the case may be.

- 2.25 A draft management plan referred to in paragraph 2.24 or 2.37(a) and a proposed management plan submitted by the Licensee under paragraph 2.26, 2.30(b) or 2.37(b) must
- (a) be prepared by a professional forester in accordance with the applicable manual in effect four months prior to the deadline for submitting the draft management plan under paragraph 2.24 or 2.37(a), as the case may be,
 - (b) be signed and sealed by the professional forester who prepared it, and signed by the Licensee or an authorized signatory of the Licensee,
 - (c) be consistent with
 - (i) this Licence,
 - (ii) the Act, regulations and standards referred to in paragraph 11.01,
 - (iii) higher level plans, including any objectives for resource management zones, landscape units, sensitive areas, recreation sites and trails and interpretive forest sites under the *Forest Practices Code of British Columbia Act*,
 - (iv) the commitments referred to in paragraph 2.10(b),
 - (v) subject to paragraph 2.33, the guidelines referred to in paragraph 2.08(a)(ii),
 - (vi) subject to paragraph 2.33, the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11,
 - (d) include inventories, prepared in the manner, presented in the format and meeting the specifications set or approved in the applicable manual in effect six months prior to the deadline for submitting the Timber Supply Analysis Information Package, of the forest, recreation, fisheries, wildlife, range, and cultural heritage resources in the Licence Area, including information relating to visual quality objectives, sensitive soils, recreation sites, and the type of timber and terrain,
 - (e) include proposals for updating the inventories referred to in subparagraph (d) and, if applicable, addressing inadequacies in the inventory information,
 - (f) propose management objectives regarding
 - (i) management and utilization of the timber resources in the Licence Area, including harvesting methods and felling, bucking and utilization specifications suitable to the types of timber and terrain specified in paragraphs 1.02 and 1.03,
 - (ii) protection and conservation of the non-timber values and resources in the Licence Area, including visual quality, biological diversity, soils, water, recreation resources,

- cultural heritage resources, range land, and wildlife and fish habitats,
 - (iii) integration of harvesting activities in the Licence Area with use of the Licence Area for purposes other than timber production, including use of the Licence Area by
 - (A) trappers, guide outfitters, range tenure holders, and other licensed resource users, and
 - (B) aboriginal people carrying out aboriginal activities,
 - (iv) forest fire prevention and suppression, prescribed fire, and fuel management,
 - (v) forest health, including disease and pest management,
 - (vi) silviculture,
 - (vii) road construction, maintenance and deactivation, and
 - (viii) anything else relating to the management, development and use of the Licence Area that the Chief Forester requires,
- (g) include proposals for meeting the proposed management objectives referred to in subparagraph (f), including measures to be taken and specifications to be followed by the Licensee which meet or, if the Licensee so chooses, exceeds any requirements of the Act, regulations and standards referred to in paragraph 11.01, or of the higher level plans or guidelines referred to in paragraph (c),
- (h) specify measures to be taken by the Licensee to identify and consult with persons using the Licence Area for purposes other than timber productions, including
 - (i) trappers, guide outfitters, range tenure holders, and other licensed resource users, and
 - (ii) aboriginal people who are or who may be carrying out aboriginal activities,
- (i) include
 - (i) the Statement of Management Objectives, Options and Procedures accepted under paragraph 2.11, including revisions, if any, required under paragraph 2.33,
 - (ii) either
 - (A) the timber supply analysis accepted under paragraph 2.20, together with the assessment referred to in paragraph 2.20(b), or
 - (B) where no timber supply analysis has been accepted, a draft timber supply analysis prefaced with a statement to the effect that the draft timber supply analysis has not been submitted under paragraph 2.17(a) or accepted under paragraph 2.20, as applicable, and
 - (iii) either

- (A) the 20-year plan accepted under paragraph 2.21, together with the assessment referred to in paragraph 2.21(b), or
 - (B) where no 20-year plan has been accepted, a draft 20-year plan prefaced with a statement to the effect that the draft 20-year plan has been not submitted under paragraph 2.17(b) or accepted under paragraph 2.21, as applicable,
- (j) assess the impact the draft management plan or proposed management plan, as the case may be, will have on factors such as harvest levels, economic opportunities, the number of persons employed by the Licensee and contractors of the Licensee, and the protection and conservation of non-timber values,
 - (k) highlight the key similarities and differences between the draft management plan or the proposed management plan, as the case may be, and the management plan in effect or last in effect under this Licence, and in a summary form compare
 - (i) the impact, if any, that implementation of the management plan in effect or last in effect under this Licence had, and
 - (ii) the impact, if any, that the Licensee anticipates implementation of the draft management plan or the proposed management plan, as the case may be, will have on factors such as those referred to in subparagraph (j),
 - (l) propose a review strategy, complying with the requirements of Part 4.00, for
 - (i) the next Statement of Management Objectives, Options and Procedures to be referred and made available for comment under paragraph 2.09(a),
 - (ii) the next draft management plan to be referred and made available for comment under paragraph 2.24,
 - (iii) the next statement of objectives to be referred and made available for comment under paragraph 3.01(a), and
 - (iv) the next statement of proposals to be referred and made available for comment under paragraph 3.02,
 - (m) if applicable, provide that part of the allowable annual cut will be harvested from a specified part of the Licence Area, or from a specified type of timber or terrain,
 - (n) include any other information on the development, management and use of the Licence Area that the Chief Forester requires, and
 - (o) if required in the manual referred to in subparagraph (a), provide some or all of the information referred to in this paragraph in the form of maps meeting the requirements of the manual.

- 2.26 The Licensee, not less than three months prior to the date on which the management plan in effect under this Licence is due to expire, will submit to the Chief Forester
- (a) a proposed management plan which is based on the draft management plan referred to in paragraph 2.24, and
 - (b) a summary of
 - (i) all comments
 - (A) provided by the Regional Manager within two months of the date on which the Regional Manager receives a draft management plan referred to the Regional Manager in accordance with the requirements of paragraph 2.24(a), and
 - (B) received by the Licensee in complying with the requirements of paragraph 2.24(b), and
 - (ii) the differences, if any, between the draft management plan and the proposed management plan, including differences resulting from modifications made in response to the comments referred to in clause (i).
- 2.27 Subject to paragraphs 2.28 and 2.29, the Chief Forester, within three months after the date on which the Chief Forester receives a proposed management plan submitted under paragraph 2.26, 2.30(b) or 2.37(b), will in a notice given to the Licensee approve the proposed management plan, subject to such conditions as the Chief Forester considers necessary or appropriate, if
- (a) the Chief Forester is satisfied that the proposed management plan
 - (i) meets the requirements of paragraph 2.25 and paragraph 2.26(a) or 2.37(b)(i), as the case may be, and
 - (ii) adequately addresses the comment referred to in paragraph 2.26(b)(i) or 2.37(b)(ii)(A), as the case may be, and
 - (b) the proposed management plan includes
 - (i) inventories referred to in paragraph 2.25(d),
 - (ii) proposals referred to in paragraph 2.25(e) for updating these inventories and, if applicable, addressing inadequacies in the inventory information,
 - (iii) management objectives referred to in paragraph 2.25(f),
 - (iv) proposals referred to in paragraph 2.25(g) for meeting these objectives,
 - (v) measures referred to in paragraph 2.25(h) for identifying and consulting with persons using the Licence Area for purposes other than timber productions, and
 - (vi) a review strategy referred to in paragraph 2.25(l), which are satisfactory to the Chief Forester.

- 2.28 The Chief Forester, in a notice given to the Licensee, may refuse to approve a proposed management plan under paragraph 2.27 until such time as
- (a) a timber supply analysis is accepted under paragraph 2.20, or
 - (b) a 20-year plan is accepted under paragraph 2.21.
- 2.29 Where a timber supply analysis accepted under paragraph 2.20 or a 20-year plan accepted under paragraph 2.21 was not included in the draft management plan referred to in paragraph 2.24, before approving a proposed management plan under paragraph 2.27, the Chief Forester, in a notice given to the Licensee, may require the Licensee to refer the timber supply analysis or the 20-year plan, as the case may be, and make it available for comment in accordance with the review strategy referred to in paragraph 2.24.
- 2.30 Where the Chief Forester does not approve a proposed management plan under paragraph 2.27,
- (a) subject to paragraphs 2.28 and 2.29, the Chief Forester, within three months after the date on which the Chief Forester receives the proposed management plan, will specify in a notice given to the Licensee why the Chief Forester has not approved the proposed management plan, and
 - (b) the Licensee, within one month after the date on which the Licensee is given the notice referred to in subparagraph (a), will submit a new or revised proposed management plan to the Chief Forester.
- 2.31 Subject to paragraphs 2.28 and 2.29, if
- (a) the Chief Forester, within three months after the date on which the Chief Forester receives a proposed management plan submitted under paragraph 2.26, has neither
 - (i) approved the proposed management plan under paragraph 2.27, nor
 - (ii) given the Licensee a notice referred to in paragraph 2.30(a), and
 - (b) there is a management plan in effect under this Licence, then the term of the management plan referred to in subparagraph (b) is deemed to be extended until such time as the Chief Forester approves the proposed management plan under paragraph 2.27, or gives the Licensee a notice referred to in paragraph 2.30(a), as the case may be.
- 2.32 If the Chief Forester is satisfied that the Licensee or a Ministry officer is trying in good faith to fulfill a requirement or obligation under this Part, but

for reasons beyond the control of the Licensee or the Ministry officer, as the case may be, cannot

- (a) meet a deadline referred to in this Part, or
- (b) where there is a management plan in effect under this Licence, fulfill the requirement or obligation before the management plan is due to expire,

then the Chief Forester, in a notice given to the Licensee, will, as applicable,

- (c) extend the deadline by a period the Chief Forester considers sufficient to allow the Ministry officer or the Licensee, as the case may be, to fulfill the requirement or obligation, or
- (d) extend the term of the management plan by a period the Chief Forester considers sufficient to allow the Ministry officer or the Licensee, as the case may be, to fulfill the requirement or obligation in accordance with applicable deadlines,

subject to such conditions as the Chief Forester considers necessary or appropriate.

2.33 If the Licensee

- (a) submits a Timber Supply Analysis Information Package under paragraph 2.13, or the information or proposals referred to in paragraph 2.16(b) more than eight months,
- (b) submits a timber supply analysis under paragraph 2.17(a) or 2.22(b), or a 20-year plan under paragraph 2.17(b) or 2.23(b) more than 13 months,
- (c) submits a draft management plan under paragraph 2.24 more than 19 months, or
- (d) submits a proposed management plan under paragraph 2.26 or 2.30(b) more than 22 months,

after the date on which the Statement of Management Objectives, Options and Procedures is accepted under paragraph 2.11, the Chief Forester, in a notice given to the Licensee within one month of the date on which the applicable item is submitted, may require the Licensee to amend both the Statement of Management Objectives, Options and Procedures, and one or more of the items referred to in subparagraph (a) through (d) inclusive, to the extent required to address any new issues that may have arisen and ensure consistency with

- (e) any new guidelines or manuals in effect on the date the Licensee is given the notice,
- (f) higher level plans, and
- (g) the Acts, regulations and standards referred to in paragraph 11.01.

2.34 If the Chief Forester considers that

- (a) damage to timber in the Licence Area as a result of fire, flood, wind, insects, disease, or other causes,
 - (b) a determination by the Chief Forester that operations conducted in accordance with the management plan are causing or could cause serious damage to the natural environment, including soils, fisheries, wildlife, water, range, and recreation resources,
 - (c) establishment, variance, cancellation or replacement of a higher level plan,
 - (d) interference with an aboriginal right,
 - (e) a change in the allowable annual cut as a result of a determination by the Chief Forester under the *Forest Act*, or
 - (f) other special circumstances,
- have rendered the management plan in effect under the Licence inadequate, the Chief Forester, in a notice given to the Licensee, may require that the management plan be amended.

2.35 A notice referred to in paragraph 2.34 must specify

- (a) why the Chief Forester considers the management plan has been rendered inadequate,
- (b) the extent to which the management plan is inadequate, and
- (c) the changes required by the Chief Forester.

2.36 Where the Chief Forester gives the Licensee a notice referred to in paragraph 2.34, the Licensee, within three months after the date on which the notice is given, will submit for the Chief Forester's approval a proposed amendment to the management plan, which incorporates the changes referred to in paragraph 2.35(c), to have effect during the unexpired term of the management plan.

2.37 If the Licensee fails to comply with the requirements of paragraph 2.36, the management plan in effect under this Licence will expire three months after the date on which the notice referred to in paragraph 2.34 is given to the Licensee, in which case,

- (a) within three months after the date on which the management plan expires under this paragraph, the Licensee will
 - (i) refer a draft management plan to the Regional Manager and
 - (ii) at the same time, refer the draft management plan referred to in clause (i) to resource agencies and make it available for comment in accordance with the review strategy referred to in paragraph 2.24(b), and
- (b) within six months after the date on which the management plan expires under this paragraph, the Licensee will submit to the Chief Forester

- (i) a proposed management plan which is based on the draft management plan referred to in subparagraph (a), and
- (ii) a summary of
 - (A) all comments received by the Licensee in complying with the requirements of subparagraph (a), and
 - (B) the differences, if any, between the draft management plan and the proposed management plan, including differences resulting from modifications made in response to the comments referred to in subclause (A).

2.38 The Licensee will implement the management plan in effect under this Licence.

2.39 The management plan in effect under this Licence is deemed to be part of this Licence.

2.40 Subject to paragraphs 2.31, 2.32, and 2.37, a management plan expires five years after the date on which it takes effect.

3.00 OBJECTIVES AND STRATEGIES FOR EMPLOYMENT AND ECONOMIC OPPORTUNITIES

3.01 When the Licensee submits a Statement of Management Objectives, Options and Procedures under paragraph 2.09, the Licensee will also submit to the Regional Manager

- (a) a statement of the Licensee's objectives regarding
 - (i) employment of people living in or near the Licence Area, including aboriginal people, and
 - (ii) economic opportunities available to people living in or near the Licence Area, including aboriginal people, in respect of timber harvested under this Licence or the Licensee's operations under or in respect of this Licence,
 which has been referred to resource agencies and made available for comment in accordance with the review strategy approved in the management plan in effect under this Licence, or under paragraph 2.06, as the case may be, and
- (b) a summary of
 - (i) all comments received by the Licensee in complying with the review strategy referred to in subparagraph (a), and
 - (ii) the modifications, if any, made to the statement of objectives prior to its submission to the Regional Manager, in response to the comments referred to in clause (i).

- 3.02 When the Licensee refers a draft management plan and makes it available for comment under paragraph 2.24, the Licensee will also refer and make available for comment, in accordance with the review strategy approved
- (a) in the management plan in effect under this Licence, or
 - (b) under paragraph 2.06,
- as the case may be, a draft statement of the Licensee's proposals for meeting the objectives set out in the statement of objectives submitted under paragraph 3.01.
- 3.03 When the Licensee submits a proposed management plan to the Chief Forester under paragraph 2.26, the Licensee will also submit
- (a) a statement of proposals based on the draft statement of proposals referred to in paragraph 3.02, and
 - (b) a summary of
 - (i) all comments received by the Licensee in complying with the requirements of paragraph 3.02, and
 - (ii) the differences, if any, between the statement of proposals submitted under this paragraph and the draft statement of proposals referred to in paragraph 3.02, including differences resulting from modifications made in response to the comments referred to in clause (i).

4.00 REVIEW STRATEGY & MINISTRY CONSULTATION

- 4.01 A review strategy referred to in paragraph 2.05(b), 2.07(b) or 2.25(l) must
- (a) provide adequate opportunities for comment to persons interested in or affected by operations under this Licence, including but not restricted to
 - (i) resource agencies,
 - (ii) trappers, guide outfitters, range tenure holders, and other licensed resource users,
 - (iii) aboriginal people,
 - (iv) local governments, and
 - (v) members of the public, and
 - (b) specify measures for inviting comment, including
 - (i) referrals to resource agencies,
 - (ii) advertising methods, times and locations,
 - (iii) viewing methods, times and locations,
 - (iv) if applicable, times and locations of open houses, and
 - (v) methods for collecting written and oral comments from interested persons.

- 4.02 An opportunity for comment provided to a person referred to in paragraph 4.01(a) will only be adequate if, in the opinion of the Regional Manager or the Chief Forester, as the case may be, the opportunity for comment properly reflects the nature and extent of that person's interest in the Licence Area and any right that person may have to use the Licence Area.
- 4.03 When the Licensee refers a document or plan to resource agencies, or makes it available for comment, in accordance with an approved review strategy, the Licensee will at the same time send a copy of the document or plan to the Regional Manager for his or her information.
- 4.04 Before
- (a) approving a review strategy under paragraph 2.06,
 - (b) accepting a Statement of Management Objectives, Options and Procedures under paragraph 2.11, or
 - (c) approving a proposed management plan under paragraph 2.27,
- the Regional Manager or the Chief Forester, as the case may be, at his or her sole discretion and notwithstanding the Licensee's obligations under the review strategy, may consult persons who may be interested in or affected by operations under or associated with this Licence, including but not restricted to
- (d) resource agencies,
 - (e) trappers, guide outfitters, range tenure holders, and other licensed resource users,
 - (f) aboriginal people,
 - (g) local governments, and
 - (h) members of the public,
- and, subject to paragraph 4.05, may consider any comments received as a result of consultation under this paragraph.
- 4.05 If, because of comments received as a result of consultation under paragraph 4.04, the Regional Manager or the Chief Forester is considering
- (a) not accepting or not approving, or
 - (b) imposing a condition upon acceptance or approval of,
- a document or plan referred to in paragraph 4.04, the Regional Manager or the Chief Forester, as the case may be, will provide the Licensee with an opportunity to respond to the comments before making a decision.

5.00 CONDITIONS IMPOSED UPON ACCEPTANCE OR APPROVAL

- 5.01 Where under this Licence a Ministry officer has a discretion to make his or her acceptance or approval of a document or plan subject to a condition, the Ministry officer will exercise that discretion in a reasonable manner,

having regard to the purposes and functions of the Ministry of Forests set out in Section 4 of the *Ministry of Forests Act* as it read on June 1, 1993.

- 5.02 The Licensee, in a notice given to the appropriate Ministry officer within 15 days of the date on which the notice of acceptance or approval is given to the Licensee, may reject any condition to which the acceptance or approval is subject, in which case the notice of approval or acceptance is deemed to be a notice that the applicable document or plan is not accepted or approved for the reasons set out in the conditions.

6.00 FELLING, BUCKING AND UTILIZATION SPECIFICATIONS

- 6.01 Subject to paragraph 6.06, the Licensee will
- (a) fell standing timber of the species specified in a cutting permit, in accordance with the felling specifications set out in the cutting permit,
 - (b) buck felled and dead-and-down timber of the species referred to in paragraph (a) in accordance with the bucking specifications set out in the cutting permit, and
 - (c) utilize all timber of the species and grades specified in the cutting permit as obligatory utilization if the timber meets the utilization specifications set out in the cutting permit.
- 6.02 The following will be identified as waste in an assessment under Part 7.00:
- (a) timber referred to in paragraph 6.01(a) that is not felled in accordance with the requirements of that paragraph;
 - (b) timber referred to in paragraph 6.01(b) that is not bucked in accordance with the requirements of that paragraph; and
 - (c) timber referred to in paragraph 6.01(c) that is not utilized in accordance with the requirements of that paragraph.
- 6.03 A cutting permit may include a requirement that the Licensee fell timber not referred to in paragraph 6.01(a), in which case, subject to paragraph 6.06, the Licensee will fell but need not utilize such timber.
- 6.04 Subject to paragraph 6.06, the Licensee may utilize
- (a) timber of the species and grades specified in a cutting permit as optional utilization, and
 - (b) timber referred to in paragraph 6.03.

- 6.05 Timber referred to in paragraph 6.04(a) that is not utilized by the Licensee will be identified as residue in an assessment under Part 7.00, unless otherwise provided in the *Provincial Logging Residue and Waste Measurement Procedures Manual*, dated January 1, 1994, as amended from time to time.
- 6.06 The Licensee will not fell standing timber, and will not buck or utilize felled or dead-and-down timber, if
- (a) the timber is specified in a cutting permit as reserved timber, or
 - (b) under an operational plan or the Acts, regulations or standards referred to in paragraph 11.01, the Licensee is required not to fell the timber, or not to buck or utilize the timber, for any reason, including silviculture, biodiversity or other forest management reasons.
- 6.07 If the Licensee fells, bucks or utilizes timber contrary to paragraph 6.06, the Licensee will
- (a) immediately notify the District Manager, and
 - (b) comply with any directions of the District Manager in respect of the timber.
- 6.08 Subject to paragraph 6.09 and 6.11, felling, bucking and utilization specifications in a cutting permit will be based on the specifications set out in the management plan in effect under this Licence.
- 6.09 If the management plan in effect under this Licence, does not contain felling, bucking or utilization specifications, the specifications in a cutting permit will be based on the following:

Species	Minimum diameter at stump height for standing timber and butt logs	Maximum stump height	Minimum top diameter for butt logs and top logs	Minimum log length for butt logs and top logs	Minimum slab thickness	Minimum slab length
All species Mature*	N/A	30.0 cm	15.0 cm	3.0 m	15.0 cm	3.0 m

All species Immature*	N/A	30.0 cm	10.0 cm	3.0 m	10.0 cm	3.0 m
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* "Mature" means timber with an average age of 121 years or more, and "Immature" means timber with an average age of less than 121 years.

6.10 In this paragraph and in paragraph 6.09,

- (a) "butt end" means the log end that was previously attached to the stump,
- (b) "butt log" means the log cut from the portion of the tree that was previously attached to the stump,
- (c) "diameter at stump height" means
 - (i) in the case of standing timber, the diameter of the tree (outside bark) measured at the point of the maximum stump height,
 - (ii) in the case of a butt log, the diameter (outside bark) at the butt end of the log,
- (d) "slab" means one of 2 or more parts of a log produced as a result of the log fracturing along its length,
- (e) "stump height" means the height of the stump measured on the side the stump adjacent to the highest ground,
- (f) "top diameter" means the diameter (inside bark) at the narrowest end of the log,
- (g) "top log" means any log that is not a butt log.

6.11 The District Manager may include specifications in a cutting permit which are in addition to, or which replace, those referred to in paragraph 6.08 or 6.09 if, in the opinion of the District Manager, the additional or replacement specifications are necessary to ensure consistency with

- (a) the Acts, regulations or standards referred to in paragraph 11.01,
- (b) a higher level plan,
- (c) an operational plan, or
- (d) Ministry policy on timber utilization.

6.12 Before including specifications referred to in paragraph 6.11 in a cutting permit, the District Manager will consult the Licensee and consider any recommendations made by the Licensee.

7.00 RESIDUE AND WASTE ASSESSMENTS

7.01 Subject to paragraphs 7.02 and 7.03, the Licensee will

- (a) carry out an assessment of the volume of residue and waste left on an area of land authorized for harvest under a cutting permit
 - (i) within 60 days after primary logging on the area has been completed, or
 - (ii) if primary logging on the area is not completed before the expiry of the cutting permit, within 60 days after the expiry of the cutting permit,
- (b) as part of the assessment,
 - (i) measure the timber that was not felled, or was not bucked or utilized, in accordance with the specifications set out in the cutting permit,
 - (ii) classify the timber referred to in clause (i) as residue or waste, and
 - (iii) classify the residue and waste as avoidable or unavoidable, and
- (c) immediately upon completion of the assessment, provide the District Manager with the results of the assessment.

7.02 The District Manager may extend the periods referred to in paragraph 7.01(a)(i) and (ii).

7.03 If, for the purpose of determining the amount of stumpage payable in respect of timber harvested under a cutting permit, the cutting permit provides that the volume or quantity of timber harvested is to be determined using information provided by a cruise of the timber conducted before the timber is cut, the District Manager may waive the requirement for an assessment of the volume of residue and waste left on the area.

7.04 If, in the opinion of the District Manager, the Licensee has failed to comply with the requirements of paragraph 7.01, the District Manager may carry out the assessment.

7.05 An assessment referred to in paragraph 7.01 or 7.04 must be carried out in accordance with the *Provincial Logging Residue and Waste Measurement Procedures Manual*, dated January 1, 1994, as amended from time to time.

7.06 Before doing an assessment referred to in paragraph 7.01, the Licensee will ensure that the Licensee has a copy of the manual referred to in paragraph 7.05 that includes all amendments up to the date on which the assessment is carried out

- 7.07 The District Manager, in a notice given to the Licensee, may require the Licensee to pay in respect of avoidable waste left on an area of land authorized for harvest under a cutting permit an amount determined in accordance with paragraph 7.08.
- 7.08 For the purpose of determining the amount payable under paragraph 7.07, the District Manager will
- (a) multiply
 - (i) the volume of avoidable waste assessed under paragraph 7.01 or 7.04 based on sawlog grades, by
 - (ii) the average stumpage rate charged for sawlogs harvested under the cutting permit in statements or invoices issued during the 12 month period ending 1 month after the month in which
 - (A) primary logging on the area was completed, or
 - (B) the cutting permit expires or is otherwise terminated, as the case may be, and
 - (b) multiply
 - (i) the volume of avoidable waste assessed under paragraph 7.01 or 7.04 based on grades other than sawlog grades, by
 - (ii) the stumpage rate charged for timber of the applicable grades.
- 7.09 If the District Manager carries out an assessment under paragraph 7.04, the District Manager, in a notice given to the Licensee, may require the Licensee to pay the costs reasonably incurred by the District Manager in carrying out the assessment.

8.00 CUT CONTROL

- 8.01 For the purposes of the definition of "5 year cut control period" in Section 53 of the *Forest Act*, the first 5 year period for this Licence begins on January 1, 1993.
- 8.02 For the purposes of subparagraph (b) of the definition of the "volume of timber harvested during a calendar year" in Section 53 of the *Forest Act*, the volume of
- (a) avoidable residue,
 - (b) unavoidable residue,
 - (c) avoidable waste, and
 - (d) unavoidable waste

left on areas of land authorized for harvest under a cutting permit, as determined by an assessment under paragraph 7.01 or 7.04, will be charged to the Licensee as volumes of timber estimated to be wasted or damaged.

9.00 CRUISE AND APPRAISAL INFORMATION

- 9.01 The Licensee will ensure that cruise data submitted under this Licence are
- (a) compiled in accordance with the *Cruising Compilation System, Change Specifications, Detailed Requirements and Design Manual*, updated April 1, 1997, as amended from time to time, and
 - (b) based on cruises carried out in accordance with the *Cruising Manual* prepared by the Ministry of Forests, updated April 1, 1995, as amended from time to time.
- 9.02 The Licensee will ensure that appraisal data submitted under this Licence are
- (a) compiled in accordance with, and
 - (b) include all data required under,
- the policies and procedures approved by the Minister from time to time under Section 105 of the *Forest Act* for the forest region in which the Licence Area is located.
- 9.03 Before submitting cruise data referred to in paragraph 9.01, or appraisal data referred to in paragraph 9.02, the Licensee will ensure that the Licensee has copies of the manuals, policies and procedures referred to in those paragraphs that include all amendments up to the date on which the cruise data or appraisal data are submitted.

10.00 CUTTING PERMITS

- 10.01 Subject to paragraphs 10.02 through 10.05 inclusive, the Licensee may submit applications to the District Manager for cutting permits to authorize the Licensee to harvest the portion of the allowable annual cut available to the Licensee.
- 10.02 The Licensee may only submit an application for a cutting permit to authorize the Licensee to harvest one or more proximate areas of Crown land that are either
- (a) identified on a forest development plan approved in respect of this Licence as cutblocks for which the Licensee may, during the term of the forest development plan, apply for a cutting permit, or

- (b) exempted under the *Forest Practices Code of British Columbia Act* from the requirement for a forest development plan.

10.03 Before submitting an application for a cutting permit, the Licensee will

- (a) compile
 - (i) cruise data, and
 - (ii) appraisal data,in accordance with the requirements of Part 9.00, for the areas to be included in the application, and
- (b) if directed to do so by the District Manager, consult
 - (i) aboriginal people who may be carrying out aboriginal activities, and
 - (ii) trappers, guide outfitters, range tenure holders and other licensed resource users,to determine how, and to what extent, their interests may be affected by activities or operations engaged in or carried out on the areas of land to be included in the application.

10.04 An application for a cutting permit submitted under paragraph 10.01 must

- (a) be in a form acceptable to the District Manager,
- (b) include
 - (i) a map to a scale acceptable to the District Manager showing the areas referred to in the application,
 - (ii) the cruise data and appraisal data referred to in paragraph 10.03(a), and
 - (iii) if the District Manager has directed the Licensee to consult under paragraph 10.03(b), the comments received as a result of the Licensee's consultations, and
- (c) if required by the District Manager,
 - (i) identify the sequence in which the areas of land referred to in the application would be harvested if a cutting permit is issued, and
 - (ii) provide the names, addresses and phone numbers of contractors who may engage in or carry out activities or operations under or associated with the cutting permit.

10.05 The areas of land shown on the map referred to in paragraph 10.04(b)(i) must be identical to, or located wholly within the

- (a) cutblocks referred to in paragraph 10.02(a), or
 - (b) areas referred to in paragraph 10.02(b),
- and allowing for difference due to scale variation between maps used in the forest development plan or exemption and the map referred to in paragraph 10.04(b)(i).

- 10.06 Subject to paragraphs 10.07 through 10.12 inclusive and 12.01, upon receipt of an application for a cutting permit submitted under paragraph 10.01, the District Manager will issue a cutting permit to the Licensee if
- (a) there is management plan in effect under this Licence,
 - (b) the District Manager is satisfied that
 - (i) the requirements of paragraphs 10.02 through 10.05 inclusive have been met, and
 - (ii) the cruise data and appraisal data referred in paragraph 10.04(b)(ii) meet the requirements of Part 9.00,
 - (c) where paragraph 10.04(b)(iii) applies, the District Manager is satisfied with the results of the Licensee's consultation,
 - (d) where paragraph 10.04(c)(i) applies, the District Manager is satisfied with the sequence of harvesting, and
 - (e) the District Manager is satisfied that activities and operations under or associated with the cutting permit will be consistent with this Licence, the Acts, regulations and standards referred to in paragraph 11.01, higher level plans, the management plan referred to in subparagraph (a), and any operational plans approved in respect of the areas of land referred to in the cutting permit.

10.07 The District Manager may consult

- (a) aboriginal people who may be carrying out aboriginal activities, and
- (b) trappers, guide outfitters, range tenure holders and other licensed resource users,

who may be affected directly or indirectly by activities or operations under or associated with a cutting permit, engaged in or carried out on areas of land referred to in an application for a cutting permit.

10.08 The District Manager may consult other resource agencies for the purpose of determining whether activities and operations under or associated with a cutting permit, engaged in or carried out on areas of land referred to in an application for a cutting permit, will adequately manage and conserve the forest resources of these areas.

10.09 The District Manager may impose conditions in a cutting permit to

- (a) protect the interests of
 - (i) aboriginal people who may be carrying out aboriginal activities, and
 - (ii) trappers, guide outfitters, range tenure holders and other licensed resource users, and

- (b) ensure activities and operations under or associated with the cutting permit will adequately manage and conserve the forest resources of the areas referred to in the cutting permit.

10.10 The District Manager may refuse to issue a cutting permit if, in the opinion of the District Manager, issuance of the cutting permit would result in an infringement of an aboriginal right.

10.11 The District Manager may refuse to issue a cutting permit if a silviculture prescription or logging plan has not been approved for an area of land referred to in the application for the cutting permit.

10.12 The District Manager may refuse to issue a cutting permit if the District Manager is satisfied

- (a) the Licensee will be able to harvest the portion of the allowable annual cut available to the Licensee under existing cutting permits and road permits, and
- (b) refusing to issue the cutting permit will not compromise the management plan in effect under this Licence or a forest development plan approved in respect of this Licence.

10.13 If the District Manager

- (a) determines that a cutting permit may not be issued because the requirements of paragraph 10.06 have not been met,
- (b) is carrying out consultations under paragraph 10.07 or 10.08, or
- (c) refuses to issue a cutting permit under paragraph 10.10, 10.11, or 10.12,

the District Manager will notify the Licensee within 60 days of the date on which the application for the cutting permit was submitted.

10.14 A cutting permit must

- (a) identify the boundaries of the areas of Crown land which, subject to this Licence and the Acts, regulations and standards referred to in paragraph 11.01, the Licensee is authorized to harvest,
- (b) specify a term which, subject to paragraph 10.16, does not exceed three years,
- (c) specify a timber mark to be used in conjunction with the timber harvesting operations carried on under the cutting permit,
- (d) specify whether, for the purpose of determining the amount of stumpage payable in respect of timber harvested under the cutting permit, the volume or quantity of timber is to be determined using information provided by

- (i) a scale of the timber, or
- (ii) a cruise of the timber conducted before the timber is cut,
- (e) include felling, bucking and utilization specifications and specify the species and grades of timber which are obligatory utilization and the species and grades, if any, which are optional utilization, and
- (f) include such other provisions, consistent with this Licence, as the District Manager considers necessary or appropriate.

10.15 Subject to 10.16, the District Manager may amend a cutting permit only with the consent of the Licensee.

10.16 With or without the consent of the Licensee, the District Manager, in a notice given to the Licensee, may

- (a) extend the term of a cutting permit, and
- (b) if he or she does so, amend the cutting permit to the extent necessary to ensure the cutting permit is consistent with the forest development plan in effect under this Licence at the time the cutting permit is extended.

10.17 A cutting permit is deemed to be part of this Licence.

10.18 A cutting permit that

- (a) was issued under the tree farm licence replaced by this Licence, and
 - (b) is still in effect on the date this Licence is executed,
- continues in effect under this Licence for the duration of its term and is deemed to be part of this Licence.

11.00 LEGISLATIVE FRAMEWORK

11.01 This Licence is subject to

- (a) the *Forest Act* and the regulations made under that Act, and
- (b) the *Forest Practices Code of British Columbia Act* and the regulations and standards made under that Act.

11.02 The Licensee will

- (a) comply with the Acts, regulations and standards referred to in paragraph 11.01, and
- (b) ensure that its employees, agents and contractors comply with these Acts, regulations and standards when engaging in or carrying out activities or operations under or associated with this Licence.

- 11.03 Nothing in this Licence or a cutting permit is to be construed as authorizing the Licensee to harvest timber or engage in or carry out any related forest practices until
- (a) all applicable operational plans have been approved by the District Manager, and
 - (b) in the case of road construction or modification, a road layout and design has been approved by the District Manager.
- 11.04 Nothing in this Licence or a cutting permit issued under this Licence is to be construed as authorizing the Licensee to engage in any activities or carry out any operations otherwise than in compliance with the requirements of the Acts, regulations and standards referred to in paragraph 11.01.

12.00 INTERFERENCE WITH ABORIGINAL RIGHTS

- 12.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction
- (a) determines that activities or operations under or associated with this Licence are interfering or may interfere with an aboriginal right,
 - (b) grants an injunction further to a determination referred to in subparagraph (a), or
 - (c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence are interfering or may interfere with an aboriginal right,
- the Regional Manager or District Manager, in a notice given to the Licensee, may vary or suspend, in whole or in part, or refuse to issue a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee, to the extent necessary to ensure there is no interference or no further interference with the aboriginal right or the alleged aboriginal right, having regard to any determination of the court and the terms of any injunction granted by the court.
- 12.02 Subject to this Licence and the Acts, regulations and standards referred to in paragraph 11.01, if
- (a) under paragraph 12.01, the Regional Manager or District Manager has varied a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee,
 - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph, and
 - (c) it is practical to do so,

the Regional Manager or District Manager, at the request of the Licensee, will vary the permit to reflect as closely as possible, for the remainder of its term, the terms and conditions of the permit prior to the variation under paragraph 12.01.

12.03 Subject to this Licence and the Acts, regulations and standards referred to in paragraph 11.01, if

- (a) under paragraph 12.01, the Regional Manager or District Manager has suspended a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee,
 - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph, and
 - (c) it is practical to do so,
- the Regional Manager or District Manager, at the request of the Licensee, will reinstate the permit for the remainder of its term.

12.04 Subject to this Licence and the Acts, regulations and standards referred to in paragraph 11.01, if

- (a) under paragraph 12.01, the Regional Manager or District Manager has refused to issue a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee,
 - (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph, and
 - (c) it is practical to do so,
- the Regional Manager or District Manager, at the request of the Licensee, will issue the permit.

13.00 ANNUAL REPORT

13.01 On or before April 1 of each year during the term of this Licence, the Licensee will submit to the Chief Forester, the Regional Manager and the District Manager an annual report

- (a) prepared in accordance with the applicable manual in effect on January 1 of the year in which the annual report is submitted, and
- (b) containing the information required in the manual referred to in subparagraph (a) regarding
 - (i) the Licensee's performance over the previous calendar year in relation to its management of the Licence Area and its obligations under this Licence,

- (ii) the Licensee's success in meeting its management objectives, including but not restricted to its management objectives with respect to employment and economic opportunities,
- (iii) the processing or other use or disposition of the timber harvested under this Licence, and.
- (iv) the Licensee's goals and major initiatives for the next calendar year.

13.02 The Licensee will make a copy of an annual report submitted under paragraph 13.01 available for review by interested persons during normal business hours at the Licensee's place of business in the vicinity of the Licence Area or, if the Licensee chooses, at another location which is convenient to the public and acceptable to the Regional Manager.

14.00 FINANCIAL AND DEPOSITS

14.01 In addition to any money payable under the Acts and regulations referred to in paragraph 11.01 in respect of this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee, the Licensee will pay to the Crown, immediately upon receipt of a notice, statement or invoice issued on behalf of the Crown,

- (a) stumpage under Part 7 of the *Forest Act* in respect of timber harvested
 - (i) under a cutting permit from
 - (A) Schedule B Land, or
 - (B) Schedule A Land subject to a timber licence, or
 - (ii) under a road permit,
at rates determined, redetermined and varied under Section 105 of that Act, and
- (b) any payments required under Part 7.00 or 16.00.

14.02 During the term of this Licence, the Licensee will maintain with the Crown a deposit in the amount prescribed under the *Forest Act* or the regulations made under that Act, in a form acceptable to the Minister, as security for the Licensee's performance of its obligations under or in respect of this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee.

14.03 If the Regional Manager or District Manager gives the Licensee a notice that an amount has been taken under this Part from the deposit, the Licensee, within four weeks of the date on which the notice is given, will pay to the Crown, in a form acceptable to the Minister, an amount sufficient to replenish the deposit.

14.04 If the Licensee fails

- (a) to pay money that the Licensee is required to pay to the Crown under
 - (i) this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee, or
 - (ii) the Acts or regulations referred to in paragraph 11.01 in respect of this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee, or
- (b) to otherwise perform its obligations under
 - (i) this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee, or
 - (ii) the Acts, regulations or standards referred to in paragraph 11.01 in respect of this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee,

the Regional Manager or District Manager, after at least four weeks notice to the Licensee, may take from the deposit

- (c) an amount equal to the money which the Licensee failed to pay,
 - (d) an amount sufficient to cover all costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations, or
 - (e) an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations,
- and for that purpose a security included in the deposit may be realized.

14.05 A notice referred to in paragraph 14.04 must specify

- (a) the money which the Licensee has failed to pay or the obligation which the Licensee has failed to perform, and
- (b) the amount the Regional Manager or District Manager intends to take from the deposit.

14.06 Subject to paragraphs 14.08, 14.09 and 14.10, if

- (a) the Regional Manager or District Manager, under paragraph 14.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, and

(b) the costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations are less than the amount taken from the deposit, the Crown will as soon as feasible return to the Licensee an amount equal to the difference between the amount taken from the deposit and the costs reasonably incurred by the Regional Manager or District Manager.

14.07 If

- (a) the Regional Manager or District Manager, under paragraph 14.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, and
- (b) the costs reasonably incurred by the Regional Manager or District Manager in remedying the Licensee's failure to perform its obligations are greater than the amount taken from the deposit, the Regional Manager or District Manager may take from the deposit an additional amount equal to the difference between the costs incurred by the Regional Manager or District Manager and the amount originally taken from the deposit, and for that purpose a security included in the deposit may be realized.

14.08 If the Regional Manager or District Manager, under paragraph 14.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations, the Regional Manager or District Manager is under no obligation to remedy the Licensee's failure.

14.09 If

- (a) the Regional Manager or District Manager, under paragraph 14.04, takes from the deposit an amount equal to the Regional Manager's or District Manager's estimate of the costs which the Regional Manager or District Manager could reasonably expect to incur in remedying the Licensee's failure to perform its obligations,
- (b) the Regional Manager or District Manager does not remedy the Licensee's failure to perform its obligations, and
- (c) the Regional Manager or District Manager gives a notice to the Licensee indicating that the Crown will not be remedying the Licensee's failure to perform its obligations,
- subject to paragraph 14.10, the Crown may retain the amount taken from the deposit under paragraph 14.04.

14.10 If, after receiving a notice referred to in paragraph 14.09, the Licensee

- (a) remedies the failure to perform its obligations, and
- (b) gives a notice to that effect to the Regional Manager or District Manager within three months of the date on which the notice referred to in paragraph 14.09 is given to the Licensee, or within such longer period as the Regional Manager may approve, the Crown will return to the Licensee an amount equal to the difference between the amount taken from the deposit and any costs reasonably incurred by the Regional Manager or District Manager in respect of the Licensee's failure to perform its obligations.

14.11 If the Regional Manager or District Manager considers that

- (a) any activity or operation that may be engaged in or carried out under this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee, is likely to cause damage to persons or property, and
- (b) the deposit is insufficient to indemnify the Crown for any liability which the Crown might incur as a consequence of the activity or operation,

the Regional Manager or District Manager may require the Licensee to maintain with the Crown a special deposit, in a form acceptable to the Minister, in the amount determined by the Regional Manager or District Manager, as the case may be, and the Licensee will comply.

14.12 If the Licensee fails to

- (a) remedy any damage resulting from an activity or operation referred to in paragraph 14.11, or
- (b) compensate any person who suffers a loss as a result of an activity or operation referred to in paragraph 14.11,

the Regional Manager or District Manager, after at least four weeks notice to the Licensee, may take an amount from the special deposit sufficient to indemnify the Crown for any liability which is or may be incurred by the Crown as a consequence of a failure referred to in subparagraph (a) or (b).

14.13 A notice referred to in paragraph 14.12 must specify

- (a) the nature of the Licensee's failure, and
- (b) the amount the Regional Manager or District Manager intends to take from the special deposit.

14.14 Subject to the *Forest Act* and the regulations made under that Act, the Crown will return to the Licensee

- (a) the deposit, less deductions made under paragraphs 14.04 and 14.07, when
 - (i) this Licence expires and is not replaced under Section 34 of the *Forest Act*, or is surrendered, and
 - (ii) the Regional Manager is satisfied that the Licensee has fulfilled its obligations under this Licence, and
- (b) a special deposit, less deductions made under paragraph 14.12, when the Regional Manager is satisfied that the Crown is no longer at risk of being held liable as a consequence of an activity or operation referred to in paragraph 14.11.

15.00 ACCESS AND ACCOMMODATION

- 15.01 Nothing in this Licence authorizes the Licensee to in any way restrict the Crown's right of access to Schedule B Land or Schedule A land subject to a timber licence.
- 15.02 The Regional Manager or District Manager may carry out on Schedule B Land and Schedule A land subject to a timber licence
- (a) silviculture the Crown is required to carry out under the Acts or regulations referred to in paragraph 11.01, and
 - (b) any other silviculture, provided it does not
 - (i) compromise the management plan in effect under this Licence or a forest development plan approved in respect of this Licence, or
 - (ii) unreasonably interfere with the Licensee's operations under this Licence.
- 15.03 Where the Regional Manager or District Manager carries out silviculture referred to in paragraph 15.02, the Regional Manager or District Manager, as the case may be, will ensure the silviculture is consistent with the intent of the management plan in effect under this Licence, except where the Regional Manager or District Manager is required to depart from the intent of the management plan because of the requirements of a higher level plan or the Acts, regulations or standards referred to in paragraph 11.01.
- 15.04 Any Ministry officer may
- (a) enter onto Schedule A land that is not subject to a timber licence, and
 - (b) use roads owned or deemed to be owned by the Licensee, for the purpose of fulfilling an obligation or exercising a right under this Licence.

- 15.05 The Licensee will allow any person who has been granted harvesting rights to timber referred to in paragraph 1.08, 1.09, 1.10 or 1.17 to use any road referred to in paragraph 15.04(b) for the purpose of gaining access to timber within the Licence Area.
- 15.06 The Licensee will not require any payment from a person referred to in paragraph 15.05 other than a reasonable payment in respect of the actual maintenance costs of the road.
- 15.07 Upon reasonable notice from the Regional Manager or District Manager, the Licensee will provide a Ministry officer with reasonable office and living accommodation on premises owned or operated by the Licensee in or near the Licence Area, to enable the Ministry officer to fulfill an obligation or exercise a right under this Licence.
- 15.08 The Licensee may charge the Regional Manager or District Manager, as the case may be, for costs reasonably incurred in providing the accommodation referred to in paragraph 15.07.

16.00 CONTRACTORS

- 16.01 Each year during the term of this Licence, the Licensee will ensure that not less than
- (a) 50% of the volume of timber harvested by or on behalf of the Licensee from the Licence Area during the year, multiplied by
 - (b) the result obtained by the division of
 - (i) the portion of the allowable annual cut that the Chief Forester determines is attributable to Schedule B Land, by
 - (ii) the allowable annual cut,is harvested by persons under contract with the Licensee.
- 16.02 Compliance with paragraph 16.01 will be calculated in accordance with the method prescribed under the *Forest Act* or the regulations made under that Act.
- 16.03 If in a calendar year the volume of timber harvested by persons under contract with the Licensee is less than the volume required under paragraph 16.01, the Regional Manager, in a notice given to the Licensee, may require the Licensee to pay an amount determined in accordance with paragraph 16.04.

- 16.04 For the purpose of determining the amount payable under paragraph 16.03, the Regional Manager will multiply
- (a) the volume required under paragraph 16.01, minus the volume harvested during the calendar year by persons under contract, by
 - (b) the average stumpage rate charged for sawlogs in statements or invoices issued to the Licensee during the calendar year in respect of timber harvested under this Licence.
- 16.05 The Minister may relieve the Licensee from the requirements of this Part to the extent provided for under the *Forest Act* or the regulations made under that Act.
- 16.06 The Licensee may contract to have more than the volume required under paragraph 16.01 harvested by persons under contract.
- 16.07 The Regional Manager or District Manager, in a notice given to the Licensee, may require the Licensee to provide the names, addresses and phone numbers of any contractors who may engage in or carry out activities or operations under or associated with this Licence, and the Licensee will provide the required information.

17.00 ROADS

- 17.01 The Licensee will ensure that all roads constructed or modified by or on behalf of the Licensee on Schedule B Land or Schedule A Land subject to a timber licence are
- (a) identified on a forest development plan approved in respect of this Licence and authorized under a road permit, or
 - (b) authorized under paragraph 17.02.
- 17.02 The Licensee may construct or modify roads under the authority of a cutting permit on the areas of land authorized for harvest under the cutting permit if the roads are
- (a) identified on a logging plan,
 - (b) wholly contained within a cutblock identified on a forest development plan, and
 - (c) not identified on a forest development plan as providing access to more than one cutblock.
- 17.03 Subject to paragraph 17.04, roads referred to in paragraph 17.02 may be used for non-industrial purposes by any person without charge.

17.04 The Licensee may close or restrict use of roads referred to in paragraph 17.02 if

- (a) in the opinion of the District Manager, activities or operations under or associated with the cutting permit represent a danger to life or property,
- (b) the District Manager consents to the restriction or closure, and
- (c) the Licensee complies with any directions of the District Manager with respect to the restriction or closure, including directions regarding the location and marking of gates and posting of warning notices.

18.00 TIMBER PROCESSING

18.01 The Licensee will process all timber harvested under a cutting permit or road permit, or equivalent volumes, through a timber processing facility

- (a) owned or operated by the Licensee or an affiliate of the Licensee within the meaning of Section 53 of the *Forest Act*, and
- (b) equipped to carry out debarking and chipping, unless the Minister exempts the Licensee in whole or in part from the requirements of this paragraph.

18.02 If the Licensee

- (a) intends to close a timber processing facility or reduce its production, or
 - (b) has reason to believe that an affiliate of the Licensee within the meaning of the Section 53 of the *Forest Act* intends to close a timber processing facility or reduce its production,
- for a period of longer than 90 days, the Licensee will give the Minister at least three months notice prior to the closure or reduction.

18.03 If

- (a) the Licensee, or
- (b) an affiliate of the Licensee within the meaning of the Section 53 of the *Forest Act*,

closes a timber processing facility or reduces its production for a period longer than 90 days, the Licensee will on request of the Minister provide information regarding the volume of Crown timber processed through the timber processing facility during the 24-month period immediately preceding the closure or reduction in production level.

18.04 The Licensee will continue to operate, and where applicable construct or expand, a timber processing facility in accordance with

- (a) the proposal made in the application on which the award of the tree farm licence replaced by this Licence or any predecessor to that tree farm licence was based, and
- (b) the revisions, if any, to that proposal which have been approved by the Minister or an appropriate Ministry officer.

19.00 LIABILITY AND INDEMNITY

19.01 Subject to paragraph 19.03, the Licensee will indemnify the Crown against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Crown as a result, directly or indirectly, of any act or omission of

- (a) the Licensee,
- (b) an employee of the Licensee,
- (c) an agent of the Licensee,
- (d) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to harvesting operations, under or associated with this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee, or
- (e) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation, including but not restricted to harvesting operations, under or associated with this Licence, a cutting permit, road permit or special use permit, or a free use permit issued to the Licensee.

19.02 For greater certainty, the Licensee has no obligation to indemnify the Crown under paragraph 19.01 in respect of any act or omission of

- (a) an employee, agent or contractor of the Crown, in the course of carrying out his or her duties as employee, agent or contractor of the Crown, or
- (b) a person, other than the Licensee, to whom the Crown has granted the right to use or occupy Crown land, including a person who has been granted the right to harvest timber referred to in paragraph 1.08, 1.09, 1.10 or 1.17, in the course of exercising those rights.

19.03 Paragraph 19.01 does not apply to an act or omission which is a direct response to, and complies with, an order made by a Ministry officer or another officer of the Crown.

19.04 Amounts taken under Part 14.00 from the deposit or a special deposit, any payments required under Part 7.00 or 16.00, any reductions made under the Acts and regulations referred to in paragraph 11.01 to the portion of

the allowable annual cut available to the Licensee, and payments required further to the indemnity referred to in paragraph 19.01 are in addition to and not in substitution for any other remedies available to the Crown in respect of a default of the Licensee.

20.00 LIMITATION OF LIABILITY

20.01 The Crown is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

21.00 TERMINATION

21.01 If this Licence expires and is not replaced under Section 36 of the *Forest Act*, or is surrendered, cancelled or otherwise terminated,

- (a) all cutting permits will immediately terminate, and
- (b) title to all
 - (i) improvements, including roads and bridges, constructed by the Licensee under the authority of this Licence, and
 - (ii) timber, including logs and special forest products, harvested under the authority of this Licence and are still located on Crown land,
will vest in the Crown, without right of compensation to the Licensee, and
- (c) the Licensee may continue to enter and use Schedule B Land for a period of one month after the expiry or termination of this Licence for the purpose of removing the Licensee's property.

21.02 The Licensee will not remove any improvements or timber referred to in paragraph 21.01(b), unless authorized to do so by the Regional Manager.

21.03 If a road permit expires or is surrendered, cancelled or otherwise terminated, all improvements, including roads and bridges, constructed under the authority of the road permit will vest in the Crown, without right of compensation to the Licensee, unless otherwise specified in the road permit.

- 21.04 The Licensee will not remove any improvements vesting in the Crown under paragraph 21.03, unless authorized to do so by the Regional Manager.
- 21.05 Subject to paragraph 21.06, if the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Chief Forester, in a notice given to the Licensee, may cancel this Licence.
- 21.06 The Chief Forester will not cancel this Licence under paragraph 21.05 unless and until the Chief Forester gives a written notice to every holder of a registered security interest that charges this Licence, allowing a period of not less than 60 days prior to cancellation during which the holder of the registered security interest may exercise the rights and pursue the remedies available in respect of the registered security interest.

22.00 NOTICE

- 22.01 A notice given under this Licence must be in writing.
- 22.02 A notice given under this Licence may be
- (a) delivered by hand,
 - (b) sent by mail, or
 - (c) subject to paragraph 22.05, sent by facsimile transmission, to the address or facsimile number, as applicable, specified on the first page of this Licence, or to such other address or facsimile number as is specified in a notice given in accordance with this Part.
- 22.03 If a notice is given under this Licence, it is deemed to have been given
- (a) if it is given in accordance with paragraph 22.02(a), on the date it is delivered by hand,
 - (b) if it is given in accordance with paragraph 22.02(b), subject to paragraph 22.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada, and
 - (c) if it is given in accordance with paragraph 22.02(c), subject to paragraph 22.05, on the date it is sent by facsimile transmission.
- 22.04 If, between the time a notice is mailed in accordance with paragraph 22.02(b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.

22.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.

23.00 MISCELLANEOUS

23.01 This Licence will enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.

23.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the parties' obligations under this Licence.

23.03 The Licensee will comply with the requirements of all legislation applicable to activities or operations under or associated with this Licence, including but not restricted to the *Workers Compensation Act*, *Health Act*, and *Employment Standards Act*, and the regulations made under those Acts.

23.04 The Licensee will use the services of one or more professional foresters to manage the Licence Area.

23.05 At the request of the Regional Manager or District Manager, the Licensee will survey and define on the ground any or all boundaries of the Licence Area.

23.06 Where

- (a) the boundaries of the Licence Area are based on boundaries established under existing or expired timber licences,
- (b) the legal description of the boundaries of the Licence Area has been derived from original timber licence survey plans or from reference maps prepared from original timber licence survey plans, and
- (c) the legal description differs from the actual ground location of timber licence corner posts,

the boundaries of the Licence Area are the boundaries as originally established by the actual ground location of the timber licence corner posts.

23.07 Any power conferred or duty imposed on a Ministry officer referred to in this Licence may be exercised or fulfilled by another Ministry officer designated or authorized to do so by the Minister, the Chief Forester, the Regional Manager, or the District Manager, as appropriate.

- 23.08 Where under this Licence the Minister or a Ministry officer has a discretion to require information, the Minister or Ministry officer, as the case may be, will exercise this discretion in a reasonable manner, having regard to the purposes and functions of the Ministry of Forests set out in Section 4 of the *Ministry of Forests Act* as it read on June 1, 1993.
- 23.09 Subject to this Licence and all applicable legislation, including but not restricted to the Acts, regulations and standards referred to in paragraph 11.01, the Minister will ensure that the obligations under this Licence of the Ministry officers referred to in this Licence are fulfilled.
- 23.10 Nothing in this Licence entitles the Licensee to have an area of Schedule B Land, or Schedule A Land subject to a timber licence, replaced with another area, or to have harvesting rights awarded under another agreement under the *Forest Act*, in the event timber is damaged or destroyed by pests, fire, wind or other natural causes, or an area of land is deleted from the Licence Area under the Acts or regulations referred to in paragraph 11.01, or under any other Act or regulation.
- 23.11 The Schedules to this Licence are deemed to be part of this Licence.

24.00 INTERPRETATION

- 24.01 In this Licence, unless the context otherwise requires,
- (a) "aboriginal activities" means cultural, spiritual, religious, and sustenance activities associated with traditional aboriginal life, including aboriginal rights,
 - (b) "aboriginal people" includes registered and non-registered Indians, Inuits and Metis,
 - (c) "allowable annual cut" means the allowable annual cut determined by the Chief Forester for the Licence Area in accordance with the requirements of the *Forest Act*,
 - (d) "average stumpage rate charged for sawlogs" means the total stumpage charged for sawlogs divided by the total volume of sawlogs,
 - (e) "avoidable" in respect of residue or waste means timber that does not fall within the definition of unavoidable,
 - (f) "close" or "closure" means cessation of production of the principal forest products normally produced by a timber processing facility,
 - (g) "cultural heritage resource" means an object, a site or the location of a traditional societal practice that is of historic, cultural, or

- archaeological significance to the Province, a community or an aboriginal people,
- (h) "cutting permit" means a cutting permit issued under this Licence or a cutting permit referred to in paragraph 10.18,
 - (i) "deposit" means the deposit referred to in paragraph 14.02,
 - (j) "District Manager" means
 - (i) a District Manager appointed under the *Ministry of Forests Act*, for a forest district in which all or part of the Licence is situated, and
 - (ii) any person authorized by the District Manager to exercise a power or fulfill a duty under this Licence,
 - (k) "*Forest Act*" means the *Forest Act*, R.S.B.C. 1979, c. 140, as amended from time to time, or the successor to this Act if it is repealed,
 - (l) "forest development plan" means a forest development plan referred to in the *Forest Practices Code of British Columbia Act*,
 - (m) "*Forest Practices Code of British Columbia Act*" means the *Forest Practices Code of British Columbia Act*, S.B.C. 1994, c. 41, as amended from time to time, or the successor to this Act if it is repealed,
 - (n) "free use permit" means a free use permit issued under the *Forest Act* to
 - (i) the Licensee, or
 - (ii) to a person other than the Licensee,to authorize the harvest timber within the Licence Area,
 - (o) "guideline" means a guideline, guidebook, policy, procedure or manual regarding forest practices applicable to all or part of the Licence Area, which has been set or approved by the Ministry ,
 - (p) "higher level plan" means a higher level plan applicable to all or part of the Licence Area,
 - (q) "logging plan" means a logging plan referred to in the *Forest Practices Code of British Columbia Act*,
 - (r) "Licence Area" means Schedule A Land and Schedule B Land,
 - (s) "management plan" means a plan for managing, protecting and conserving both the timber resources and the non-timber values and resources of the Licence Area, and integrating harvesting and related activities with use of the Licence Area for purposes other than timber production,
 - (t) "manual" means a guideline, guidebook, policy, procedure, or manual set or approved by the Ministry for preparation of:
 - (i) a Statement of Management Objectives, Options and Procedures,
 - (ii) a Timber Supply Analysis Information Package,
 - (iii) a timber supply analysis,
 - (iv) a management plan,

- (v) an annual report referred to in Part 13.00, or
- (vi) inventories referred to in Part 2.00,
- (u) "Ministry" means the Ministry of Forests,
- (v) "Ministry officer" means an employee of the Ministry,
- (w) "operable land base" mean those areas within the Licence Area, which, based on the highest log prices obtained over the previous decade for timber of the type and quality principally found on the areas, are economically feasible to develop and harvest with the technology currently available to the Licensee,
- (x) "person" includes a corporation and a partnership,
- (y) "pest" means any animal, insect, fungus, bacteria, virus, nematode, or other organism which is detrimental to effective forest management,
- (z) "primary logging" means felling timber and yarding or forwarding the timber to central landings or road-sides, but does not include removing the timber from these landings or road-sides,
- (aa) "Regional Manager" means
 - (i) a Regional Manager appointed under the *Ministry of Forests Act*, for a forest region in which all or part of the Licence Area is situated, and
 - (ii) any person authorized by the Regional Manager to exercise a power or fulfill a duty under this Licence,
- (bb) "residue" means timber of a species and grade specified as optional utilization in Schedule "B" to this Cutting Permit, that is not utilized by the Licensee, unless otherwise provided in the **Provincial Logging Residue and Waste Measurement Procedures Manual**, dated January 1, 1994, as amended from time to time,
- (cc) "resource agencies" means any governmental agency, ministry or department having jurisdiction over a resource which may be affected by any activity or operation, including but not restricted to harvesting activities or operations, engaged in or carried out under or associated with this Licence or a road permit,
- (dd) "review strategy" means a plan for obtaining input from resource agencies and interested persons regarding management and development of the Licence Area,
- (ee) "road permit" means a road permit entered into under the *Forest Act* which provides access to timber harvested, or to be harvested, under this Licence,
- (ff) "Schedule A Land" means the land described in the Schedule "A" to this Licence,
- (gg) "Schedule B Land" means the Crown land described in Schedule "B" to this Licence,
- (hh) "silviculture prescription" means a silviculture prescription referred to in the *Forest Practices Code of British Columbia Act*,

- (ii) "special deposit" means a special deposit referred to in paragraph 14.11,
- (jj) "special use permit" means a special use permit issued under the *Forest Act* before June 15, 1995, or under the *Forest Practices Code of British Columbia Act* on or after June 15, 1995, to authorize the Licensee to use or occupy Crown land within the Licence Area,
- (kk) "timber supply analysis" means an analysis of the short-term and long-term availability of timber for harvesting in the Licence Area, including an analysis of the short and long-term effect of management practices on the availability of timber,
- (ll) "Timber Supply Analysis Information Package" means information relating to the preparation of a timber supply analysis, including information regarding the assumptions to be incorporated into a timber supply analysis, and the methodology to be used in the timber supply analysis,
- (mm) "Timber Supply Forester" means the Ministry officer designated by the Chief Forester to review the Timber Supply Analysis Information Package and the timber supply analysis,
- (nn) "20-year plan" means an operational timber supply projection for the Licence Area, prepared in support of a timber supply analysis, that indicates the availability of timber over a period of not less than 20 years,
- (oo) "unavoidable" in respect of residue or waste means timber that was that was not felled, or was not bucked or utilized, in accordance with the specifications set out in a cutting permit, because the timber
 - (i) is inaccessible or physically obstructed,
 - (ii) could not be felled, bucked or utilized safely, or
 - (iii) could not be felled, bucked or utilized because of the restriction referred to in paragraph 6.06,
- (pp) "utilize" means to remove timber from the Licence Area for use or processing elsewhere,
- (qq) "waste" means
 - (i) timber referred to in paragraph 6.01(a) that is not felled in accordance with the requirements of that paragraph,
 - (ii) timber referred to in paragraph 6.01(b) that is not bucked in accordance with the requirements of that paragraph, and
 - (iii) timber referred to in paragraph 6.01(c) that is not utilized in accordance with the requirements of that paragraph.

24.02 Unless otherwise provided in paragraph 24.01, if a word or phrase used in this Licence is defined in the *Forest Act* or the *Forest Practices Code of British Columbia Act* the definition in the Act applies to this Licence, and

where the word or phrase in the Act is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.

24.03 If a provision of the *Forest Act* or the *Forest Practices Code of British Columbia Act* referred to in this Licence is renumbered, the reference in this Licence is to be construed as a reference to the provision as renumbered.

24.04 In this Licence, unless the context otherwise requires,

- (a) the singular includes the plural and the plural includes the singular, and
- (b) the masculine, the feminine and the neuter are interchangeable.

24.05 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

- 1.00 part;
- 1.01 paragraph;
 - (a) subparagraph;
 - (i) clause;
 - (A) subclause;

and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

IN WITNESS WHEREOF this Licence has been executed by the Minister and the Licensee on the date first written above.

SIGNED by the)
Minister)
on behalf of Her Majesty)
the Queen in Right of)
the Province of)
British Columbia in the)
presence of:)

Andrea L. de Santis)
.....)
.....)

David Zimhelt

The Honourable David Zimhelt
Minister of Forests

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)

[Signature])
.....)
[Signature])
.....)

c/s

OR

SIGNED by the Licensee)
in the presence of:)

.....)
.....)
.....)

(Licensee)

SCHEDULE "A"
West Coast Tree Farm Licence
Tree Farm Licence Number 46

Forest lands and merchantable timber in other tenures owned or controlled by the licensee in the West Coast Tree Farm Licence Number 46.

BLOCK 1

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
Block 191	Malahat	2 818.518	EH65806	009-368-957
Block 758	Malahat	4.856	EH65805	009-368-353
Block 818	Malahat	195.059	EH65804	009-374-370
Block 868	Malahat	10.117	EH65803	009-374-264
Block 869	Malahat	5.059	EH65802	009-374-281
Block 892	Malahat	21.125	EH65801	009-374-213
Block 907	Malahat	307.562	EH65800	009-379-193
Block 1007	Malahat	22.691	EH65799	009-378-618
District Lot 1044	Malahat	64.750	EH65798	009-394-168
Block 1180	Malahat	51.395	EH65797	009-377-727
District Lot 83 R/W, shown outlined in red on Plan 704 R/W	Cowichan Lake	3.408	EH65781	009-759-611
Lot 1, Block 75, and District Lot 887, Plan 40245	Cowichan Lake Renfrew	32.720	EH65796	000-187-674
Block 608	Cowichan Lake	179.681	EH65795	009-737-456
Block 704	Cowichan Lake	271.140	EH65794	009-780-386
Block 736	Cowichan Lake	316.465	EH65793	009-780-343

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
Block 849	Cowichan Lake	364.218	EH65792	009-780-998
Block 870	Cowichan Lake	32.375	EH65791	009-780-980
Block 910	Cowichan Lake	2 417.191	EH65790	009-780-971
Block 979	Cowichan Lake	271.544	EH65789	010-614-753
That part of District Lot 17, shown outlined in red on Plan 347R	Renfrew	0.405	EH65889	009-575-006
That part of Section 97, shown colored in red on Plan 344R	Renfrew	0.247	EH65886	009-592-342
Parcel A (DD 143426I) of Section 97, (except that part in Plan 15462)	Renfrew	32.436	EH65887	009-592-423
<u>District Lot 110</u>	Renfrew	51.800	EH65885	009-592-938
District Lot 156	Renfrew	70.011	EH65884	009-593-080
<u>District Lot 158</u>	Renfrew	51.395	EH65883	009-593-161
<u>District Lot 204</u>	Renfrew	64.750	EH65882	009-593-446
<u>District Lot 206</u>	Renfrew	59.894	EH65881	009-593-489
The Northwest 1/4 of Section 4, Township 10 (except that part comprising RW) feet wide, as shown coloured red on Plan DD 103829I)	Renfrew	63.511	EH65839	009-553-339

*Removed by
Instrument
#17*

*Removed by
Instrument
#17*

*Removed by
Instrument
#17*

*Removed by
Instrument
#17*

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
That part of the Northwest 1/4 of Section 4, Township 10 comprising a RW 50 feet wide, as shown coloured red on plan deposited under DD103829I	Renfrew	1.238	EH65840	009-553-258
The Northeast 1/4 of Section 4, Township 10 (except that part shown coloured in red on Plan DD 103460I)	Renfrew	64.402	EH65826	009-553-151
That part of the Northeast 1/4 of Section 4, Township 10, comprising a RW 50 feet wide as shown coloured red on Plan DD 103460I	Renfrew	0.348	EH65838	009-553-096
The Southwest 1/4 of Section 5, Township 10	Renfrew	64.750	EH65811	009-554-882
That part of the Northwest 1/4 of the Northeast 1/4 of Section 5, Township 10, comprising a RW of 50 feet wide, shown coloured red on plan deposited under DD102716I	Renfrew	0.328	EH65854	009-553-428
The south 20 chains of the East 17 chains 86 links of the Northwest 1/4 of Section 5, Township 10	Renfrew	14.455	EH65879	009-554-858

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
The north 20 chains of the East 17 chains 86 links of the Northwest 1/4 of Section 5, Township 10	Renfrew	14.366	EH65819	009-554-599
Parcel A (DD61980I) of the Northwest 1/4 of Section 5, Township 10, except that part shown coloured red on plan deposited under DD102687I (except that part in Plan 26607)	Renfrew	25.948	EH65860	009-554-009
That part of Parcel A (DD61980I) of the Northwest 1/4 of Section 5, Township 10, as shown coloured red on plan deposited under DD102687I	Renfrew	0.243	EH65841	009-554-751
Parcel B (DD76678I) of the Northwest 1/4 of Section 5, Township 10, except .91 of an acre, shown outlined in red on plan deposited under DD102716I and (except that part in Plan 26607)	Renfrew	6.200	EH65859	009-554-661
That part of Parcel B (DD76678I) of Section 5, Township 10, comprising a right of way 50 feet wide shown coloured red on plan deposited under DD102716I	Renfrew	0.716	EH65880	009-553-509

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
The Northeast 1/4 of Section 5, Township 10, except the Northwest 1/4	Renfrew	48.562	EH65878	009-553-355
The Northwest 1/4 of the Northeast 1/4 of Section 5, Township 10, except .81 of an acre, shown outlined in red on plan deposited under DD102716I	Renfrew	15.860	EH65820	009-554-505
That part of the Northeast 1/4 of Section 6, Township 10, as shown outlined in red on plan deposited under DD102750I	Renfrew	1.032	EH65842	009-555-021
The Southeast 1/4 of Section 6, Township 10	Renfrew	63.888	EH65833	009-554-947
The Southwest 1/4 of Section 6, Township 10, except Parcel A (DD73809I); that part shown coloured red on Plan 273RW; and that part shown outlined in red on Plan 539R	Renfrew	61.792	EH65827	009-555-684
That part of the Southwest 1/4 of Section 6, Township 10, comprising a RW 40 feet wide, as shown coloured red on Plan 273RW	Renfrew	0.857	EH65846	009-555-471

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
That part of the Southwest 1/4 of Section 6, Township 10, as shown outlined in red on Plan 539R	Renfrew	0.081	EH65845	009-555-561
Parcel A (DD73809I) of the Southwest 1/4 of Section 6, Township 10, except that part shown outlined in red on plan deposited under DD102713I	Renfrew X	2.275 <i>Removed by Instrument 19</i>	EH65844	009-555-269
That part of Parcel A (DD73809I) of the Southwest 1/4 of Section 6, Township 10, as shown outlined in red on plan deposited under DD102713I	Renfrew X	0.210 <i>Removed by Instrument 19</i>	EH65843	009-555-382
The Northwest 1/4 of Section 6, Township 10	Renfrew	48.967	EH65828	009-554-785
The East 1/2 of the Northeast 1/4 of Section 6, Township 10, except that part shown coloured red on plan deposited under DD102750I	Renfrew	32.035	EH65877	009-555-153
The West 1/2 of the Northeast 1/4 of Section 6, Township 10, except that part shown coloured red on plan deposited under DD102750I	Renfrew	29.947	EH65876	009-555-111

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
The North 1/2 of the Northeast 1/4 of Section 7, Township 10	Renfrew	32.375	EH65816	009-555-773
That part of the Southwest 1/4 of Section 7, Township 10, lying north of the northerly limit of Plan 1994	Renfrew	1.554	EH65853	009-555-889
That part of the Southwest 1/4 of Section 7, Township 10, lying south of the southerly limit of Plan 1994	Renfrew	23.121	EH65852	009-555-935
Lot 4, Section 7, Township 10, Plan 1994	Renfrew	6.317	EH65851	006-621-210
Lot 5, Section 7, Township 10, Plan 1994	Renfrew	6.483	EH65850	006-621-252
Lot 6, Section 7, Township 10, Plan 1994	Renfrew	7.268	EH65849	006-621-279
The Southeast 1/4 of Section 8, Township 10	Renfrew	55.442	EH65858	009-553-584
The Northeast 1/4 of Section 8, Township 10	Renfrew	37.231	EK91331	009-555-951
The Northwest 1/4 of Section 9, Township 10	Renfrew	55.370	EH65837	009-556-044
The West 1/2 of the Northeast 1/4 of Section 9, Township 10	Renfrew	32.375	EH65836	009-556-087

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
The Southeast 1/4 of Section 9, Township 10	Renfrew	59.084	EH65831	009-556-141
The Southwest 1/4 of Section 9, Township 10	Renfrew	64.345	EH65825	009-556-125
The Southwest 1/4 of Section 10, Township 10, except a strip of land 40 feet wide shown coloured red on Plan 101R	Renfrew	59.307	EH65817	009-556-354
That part of the Southwest 1/4 of Section 10, Township 10, comprising a strip of land 40 feet wide as shown coloured red on Plan 101R	Renfrew	0.991	EH65814	009-556-338
That part of the North 1/2 of the Southeast 1/4 of Section 10, Township 10, lying to the south of the San Juan River	Renfrew	8.498	EH65829	009-556-265
The South 1/2 of the Southeast 1/4 of Section 10, Township 10	Renfrew	32.375	EH65830	009-556-231
The West 1/2 of the Northwest 1/4 of Section 11, Township 10	Renfrew	32.375	EH65874	009-556-761
The Southwest 1/4 of Section 11, Township 10, except those parts shown outlined red on Plan 559 RW	Renfrew	53.937	EH65807	009-556-931

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
Those parts of the Southwest 1/4 of Section 11, Township 10, as shown outlined in red on Plan 559 RW	Renfrew	2.307	EH65812	009-556-893
The Northeast 1/4 of Section 12, Township 10	Renfrew	58.275	EH65873	009-556-958
That part of the Northwest 1/4 of Section 12, Township 10, lying easterly of Harris Creek and north of a boundary parallel to the north boundary of the said Northwest 1/4 of said Section 12 and extending westerly from a point on the east boundary distant 3 chains south from the northeast boundary of said section	Renfrew	3.581	EH65808	009-557-237
The Northwest 1/4 of Section 12, Township 10, except that part lying easterly of Harris Creek and north of a boundary parallel to the north boundary of the said Northwest 1/4 of said Section 12 and extending westerly from a point on the east boundary distant 3 chains south from the northeast corner of said Northwest 1/4 of said Section and except that part lying within the Indian reserve	Renfrew	41.339	EH65809	009-557-881

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
That part of the North 1/2 of the Southwest 1/4, Section 14, Township 10, Plan 107RW	Renfrew	0.449	EH65815	009-565-957
The North 1/2 of Southwest 1/4 of Section 14, Township 10, except that part shown coloured on Plan 107RW	Renfrew	31.926	EH65847	009-558-004
The Southwest 1/4 of the Southwest 1/4 of Section 14, Township 10	Renfrew	16.187	EH65872	009-556-796
That part of the South 1/2 of Section 15, Township 10, in Plan 107 RW	Renfrew	1.979	EH65871	009-566-015
The South 1/2 of Section 16, Township 10	Renfrew	129.500	EH65813	009-556-117
The Southeast 1/4 of Section 18, Township 10	Renfrew	64.750	EH65870	009-558-101
Lot 2, Sections 1 and 12, Township 11, Plan 44813	Renfrew	46.001	EH65856	006-558-852
The fractional Southeast 1/4, Section 11, Township 11, except part containing 10 acres, more or less, shown coloured red on Plan DD18221, and except part in Plan 44812	Renfrew	20.841	EH65855	006-537-898
The Northwest 1/4, Section 11, Township 11	Renfrew	60.703	EH65869	006-538-037

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
The Northeast 1/4 of Section 12, Township 11	Renfrew	85.494	EH65848	009-565-299
The South 1/2 of the Northwest 1/4 of Section 12, Township 11	Renfrew	32.375	EH65824	009-565-345
The South 1/2 of Section 14, Township 11	Renfrew	121.406	EH65868	009-565-337
That part of the Northeast 1/4 of Section 15, Township 11, lying east of Gordon River	Renfrew	27.519	EH65865	009-565-353
That part of the Northeast 1/4 of Section 15, Township 11, lying west of Gordon River	Renfrew	28.328	EH65866	009-565-361
That part of the Southeast 1/4 of Section 15, Township 11, lying west of Gordon River	Renfrew	63.293	EH65867	009-565-388
The Southeast 1/4 of Section 15, Township 11, except that part lying west of the Gordon River	Renfrew	1.214	EH65821	009-565-400
The Northeast 1/4 of Section 31, Township 12	Renfrew	64.750	EH65835	009-565-418
The Southwest 1/4 of Section 31, Township 12	Renfrew	64.750	EH65834	009-565-426
The Northwest 1/4 of Section 31, Township 12	Renfrew	64.750	EH65832	009-565-434

LOCK 1 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
Lot 6, Section 36, Township 13, Plan 5109	Renfrew	0.186	EH65818	006-038-956
The Northeast 1/4 of Section 36, Township 13	Renfrew	64.750	EH65863	009-565-752
The Easterly 1/2 of the Northwest 1/4 of Section 36, Township 13, except that part shown coloured red on Plan 346-R, and except those parts in Plans 22475, 24267, 24755, 29515, 41154, 50819 and VIP59967	Renfrew	29.406	EH65864	000-468-291
The West 1/2 of the Northwest 1/4 of Section 36, Township 13, except those parts in Plans 5109, 24267 and 24755	Renfrew	28.430	EG163843	009-565-787
The Southeast 1/4 of Section 36, Township ;13	Renfrew	64.750	EH65810	009-565-701
The Southwest 1/4 of Section 36, Township 13	Renfrew	27.923	EH65857	009-565-817
The North 1/2 of Section 7, Township 14	Renfrew	115.740	EH65862	009-565-868
The Northwest 1/4 of Section 8, Township 14	Renfrew	<u>53.823</u>	EH65861	009-565-892
TOTAL CROWN GRANTS		<u>10 267.996</u>		

LOCK 1

<u>Timber Licence</u>	<u>Replaces Special Timber Licence and Leases</u>	<u>Land District</u>	<u>Hectares More or Less</u>
T0034, Block 1	TL 10783 ^P	Renfrew	54
T0034, Block 2	TL 10784 ^P	Renfrew	89
T0034, Block 3	TL 10846 ^P	Renfrew	29
		TOTAL	<u>172</u>
T0042, Block 1	TL 8224 ^P	Renfrew	50
T0042, Block 2	TL 8227 ^P	Renfrew	176
T0042, Block 3	TL 8229 ^P	Renfrew	116
T0042, Block 4	TL 8230 ^P	Renfrew	203
T0042, Block 5	TL 8234 ^P	Renfrew	227
T0042, Block 6	TL 8235 ^P	Renfrew	192
T0042, Block 7	TL 12270 ^P	Renfrew	259
		TOTAL	<u>1 223</u>
T0058, Block 1	TL 8231 ^P	Renfrew	142
T0058, Block 2	TL 8232 ^P	Renfrew	70
T0058, Block 3	TL 12267 ^P	Renfrew	121
		TOTAL	<u>333</u>
T0063, Block 1	TL 7452 ^P	Renfrew	259
T0063, Block 2	TL 7453 ^P	Renfrew	221
T0063, Block 3	TL 7455 ^P	Renfrew	161
T0063, Block 4	TL 7457 ^P	Renfrew	195
T0063, Block 5	TL 10754 ^P	Renfrew	49
T0063, Block 6	TL 12274 ^P	Renfrew	130
T0063, Block 7	TL 12275 ^P	Renfrew	207
T0063, Block 8	TL 12276 ^P	Renfrew	88
		TOTAL	<u>1 310</u>

LOCK 1 (con't)

<u>Timber Licence</u>	<u>Replaces Special Timber Licence and Leases</u>	<u>Land District</u>	<u>Hectares More or Less</u>
T0077, Block 1	TL 1999 ^P	Renfrew	175
T0077, Block 2	TL 12277 ^P	Renfrew	19
T0077, Block 3	TL 12278 ^P	Renfrew	45
T0077, Block 4	Tbr. Lease 44	Renfrew	169
		TOTAL	<u>408</u>
T0086	TL 8228 ^P	Renfrew	24
		TOTAL	<u>24</u>
T0091, Block 1	TL 7454 ^P	Renfrew	73
T0091, Block 2	TL 7456 ^P	Renfrew	105
T0091, Block 3	TL 7458 ^P	Renfrew	103
		TOTAL	<u>281</u>
0113, Block 1	TL 5785 ^P	Renfrew	259
T0113, Block 2	TL 5786 ^P	Renfrew	259
T0113, Block 3	TL 5789 ^P	Renfrew	259
T0113, Block 4	TL 5790 ^P	Renfrew	259
T0113, Block 5	TL 5791 ^P	Renfrew	259
T0113, Block 6	TL 5792 ^P	Renfrew	259
T0113, Block 7	TL 5793 ^P	Renfrew	228
		TOTAL	<u>1 782</u>
T0129, Block 1	TL 8222 ^P	Renfrew	106
T0129, Block 2	TL 8236 ^P	Renfrew	117
T0129, Block 3	TL 8238 ^P	Renfrew	215
T0129, Block 4	TL 9389 ^P	Renfrew	120
		TOTAL	<u>558</u>
T0137	TL 8239 ^P	Renfrew	231
		TOTAL	<u>231</u>

LOCK 1 (con't)

<u>Timber Licence</u>	<u>Replaces Special Timber Licence and Leases</u>	<u>Land District</u>	<u>Hectares More or Less</u>
T0142, Block 1	TL 8240 ^P	Renfrew	244
T0142, Block 2	TL 8241 ^P	Renfrew	<u>255</u>
		TOTAL	<u>499</u>
T0155, Block 1	TL 5808 ^P	Renfrew	259
T0155, Block 2	TL 8223 ^P	Renfrew	<u>199</u>
		TOTAL	<u>458</u>
T0158	TL 5812 ^P	Renfrew	<u>128</u>
		TOTAL	<u>128</u>
T0171	TL 5762 ^P	Renfrew	<u>6</u>
		TOTAL	<u>6</u>
T0196, Block 1	TL 5760 ^P	Renfrew	15
T0196, Block 2	TL 5782 ^P	Renfrew	13
T0196, Block 3	TL 5798 ^P	Renfrew	155
T0196, Block 4	TL 5799 ^P	Renfrew	55
T0196, Block 5	TL 5800 ^P	Renfrew	78
T0196, Block 6	TL 5804 ^P	Renfrew	57
T0196, Block 7	TL 5810 ^P	Renfrew	<u>138</u>
		TOTAL	<u>511</u>
T0204, Block 1	TL 5765 ^P	Renfrew	15
T0204, Block 2	TL 5768 ^P	Renfrew	<u>105</u>
		TOTAL	<u>120</u>
T0205, Block 1	TL 5752 ^P	Renfrew	54
T0205, Block 2	TL 5754 ^P	Renfrew	95
T0205, Block 3	TL 5758 ^P	Renfrew	<u>66</u>
		TOTAL	<u>215</u>

LOCK 1 (con't)

<u>Timber Licence</u>	<u>Replaces Special Timber Licence and Leases</u>	<u>Land District</u>	<u>Hectares More or Less</u>
T0213	TL 5764 ^P	Renfrew	<u>65</u>
		TOTAL	<u>65</u>
T0226, Block 1	TL 5755 ^P	Renfrew	135
T0226, Block 2	TL 8351 ^P	Renfrew	26
T0226, Block 3	TL 8353 ^P	Renfrew	86
T0226, Block 4	TL 8362 ^P	Renfrew	175
T0226, Block 5	TL 8363 ^P	Renfrew	35
T0226, Block 6	TL 8364 ^P	Renfrew	<u>81</u>
		TOTAL	<u>538</u>
T0238, Block 1	TL 8346 ^P	Renfrew	117
T0238, Block 2	TL 8347 ^P	Renfrew	31
0238, Block 3	TL 8349 ^P	Renfrew	118
T0238, Block 4	TL 8350 ^P	Renfrew	8
T0238, Block 5	TL 8354 ^P	Renfrew	122
T0238, Block 6	TL 8356 ^P	Renfrew	22
T0238, Block 7	TL 8357 ^P	Renfrew	111
T0238, Block 8	TL 8358 ^P	Renfrew	94
T0238, Block 9	TL 8359 ^P	Renfrew	10
T0238, Block 10	TL 8360 ^P	Renfrew	125
T0238, Block 11	TL 8361 ^P	Renfrew	<u>121</u>
		TOTAL	<u>879</u>
T0257	TL 8342 ^P	Renfrew	<u>14</u>
		TOTAL	<u>14</u>
T0911	Portion of District Lot 677	Renfrew	<u>188</u>
		TOTAL	<u>188</u>
TOTAL TIMBER LICENCES			<u>9 943</u>

SUMMARY BLOCK 1

Area in Hectares (+)

Crown Grants	10 267.996
Timber Licences	<u>9 943.000</u>
GRAND TOTAL	<u>20 210.996</u>

Formerly Block 9)

SUMMARY BLOCK 2

Area in Hectares (+)

Crown Grants

Nil

Timber Licences

Nil

GRAND TOTAL

Nil

LOCK 3

Crown Grants: Nil

<u>Timber Licence</u>	<u>Replaces Special Timber Licence and Leases</u>	<u>Land District</u>	<u>Hectares More or Less</u>
T0249	TL 3857 ^P	Renfrew	3.000
		TOTAL	<u>3.000</u>

SUMMARY BLOCK 3

Area in Hectares (+)

Crown Grants	Nil
Timber Licences	<u>3.000</u>
GRAND TOTAL	<u>3.000</u>

Formerly Block 8)

BLOCK 4

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
That part of the Northwest 1/4 of Section 5, Township 1, lying to the west of the Nitinat River and Nitinat Lake	Renfrew	27.316	EH65786	009-552-782
That part of the Southwest 1/4 of Section 5, Township 1, lying to the west of the Nitinat River and Nitinat Lake	Renfrew	32.780	EH65787	009-552-715
That part of the fractional Southeast 1/4 of Section 5, Township 1, as shown outlined in red on Plan 725R	Renfrew	20.777	EH65785	008-832-536
The Northeast 1/4 of Section 8, Township 1	Renfrew	59.894	EH65782	009-552-952
That part of the Northwest 1/4 of Section 9, Township 1, lying west of Nitinat River except that part lying within the Indian reserve	Renfrew	27.519	EH65784	009-558-284

LOCK 4 (con't)

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
The Northwest 1/4 of Section 16, Township 1, except that part in Plan 53 RW and except that part in Plan 38491	Renfrew	37.469	EH65783	008-832-595
That part of the Southwest 1/4 of Section 16, Township 1, lying to the west of the Nitinat River	Renfrew	<u>40.469</u>	EH65788	009-553-011
TOTAL		<u>246.224</u>		

<u>Timber Licence</u>	<u>Replaces Special Timber Licence and Leases</u>	<u>Land District</u>	<u>Hectares More or Less</u>
T0012	TL 8049 ^P	Renfrew	6.000
T0018	TL 8050 ^P	Renfrew	60.000
T0020	TL 12854 ^P	Renfrew	<u>18.000</u>
		TOTAL	<u>84.000</u>

<u>SUMMARY BLOCK 4</u>	<u>Area in Hectares (+)</u>
Crown Grants	246.224
Timber Licences	<u>84.000</u>
GRAND TOTAL	<u>330.224</u>

SUMMARY BLOCK 5 (Hill #60)

Area in Hectares (+)

Crown Grants

Nil

Timber Licences

Nil

GRAND TOTAL

Nil

LOCK 6

<u>Crown Grants</u>	<u>Land District</u>	<u>Hectares more or less</u>	<u>Certificate of Title</u>	<u>Parcel Identifier #</u>
Parcel A (DD20251F) of Section 89, except that part in Plan 5806	Renfrew	15.046	EH65823	009-592-121
That part of Section 90, shown outlined in red on Plan 913R, lying to the north of the southerly boundary of Plan 503RW	Renfrew	13.865	EH65891	009-592-148
That part of Lot 1, Section 90, Plan 6764, lying to the north of the 66 foot road as said road was dedicated by said plan, except that part in Plan 17042	Renfrew	8.591	EH65890	005-789-133
Lot 1, Section 89, Plan 5806	Renfrew	0.834	EH65822	005-932-921
That part of Lot 2, Section 90, Plan 6764, lying to the north of the 66 foot road dedicated by said plan	Renfrew	<u>15.540</u>	EH65888	005-789-214
TOTAL CROWN GRANTS		<u>53.876</u>		

BLOCK 6 (con't)

<u>Timber Licence</u>	<u>Replaces Special Timber Licence and Leases</u>	<u>Land District</u>	<u>Hectares More or Less</u>
T0014	TL 12173P ^P	Renfrew	<u>77</u>
TOTAL TIMBER LICENCES			<u>77</u>

SUMMARY BLOCK 6

Area in Hectares (+)

Crown Grants	53.876
Timber Licences	77.000
GRAND TOTAL	<u>130.876</u>

SUMMARY BLOCK 7 (McGee Swamp)

Area in Hectares (+)

Crown Grants

Nil

Timber Licences

Nil

GRAND TOTAL

Nil

WEST COAST TREE FARM LICENCE
TREE FARM LICENCE 46

Interpretation of Schedule B, TFL 46

1. Schedule "B" Land

1.1 For the purposes of the definition of "Schedule 'B' Land" in Paragraph 24.01 of this Licence, "Crown land described in Schedule 'B'" means all Crown land within the boundaries described in Paragraph 2, except for Alienated Crown Land.

2. Boundaries

2.1 The boundaries referred to in Paragraph 1 are as follows:

"Metes and bounds legal description"

3. Interpretation

3.1 "Alienated Crown Land" means Crown land which is not available for inclusion in Schedule "B" Land and, without restricting the generality of the foregoing, includes Crown land which:

(a) is, as of the effective date of this Licence, within the area of:

(i) a park or ecological reserve;

(ii) a lease, licence of exclusive occupation, or timber licence held by a person other than the Licensee, or

(iii) a highway (or road) right of way where the highway (or road) is or is deemed, declared or determined to be a public highway under the *Highway Act* (or a Forest Service road under the *Forest Act*); or

(b) becomes vested in the Crown by escheat, reversion, transfer or otherwise during the term of this Licence, except as provided in this Licence.

3.2 Paragraph 24.02 of this Licence applies to this Schedule.

3.3 The map(s) accompanying this Schedule are for convenience only, and if there is any discrepancy between the map(s) and the description of boundaries in Paragraph 2, the description in Paragraph 2 will be deemed to be correct.

3.4 In this Schedule and on the accompanying map(s), identification of land which is within the boundaries described in Paragraph 2, but is not Schedule "B" Land does not mean all other land which is within these boundaries, but is not so identified is Schedule "B" Land.

Note: Crown land does not include land owned by an agent of the Crown, nor land vested in the federal Crown.

Active amendments and instruments of (formerly TFLs 22 and 27) Tree Farm Licence 46, which are currently in effect and are not described in Schedule "B", and are not needed on the document map(s).

WEST COAST TREE FARM LICENCE

Tree Farm Licence 46

<u>Document</u>	<u>Date</u>	<u>Particulars</u>
		Nil

Tree Farm Licence 27

<u>Document</u>	<u>Date</u>	<u>Particulars</u>
		Nil

Tree Farm Licence 22

<u>Document</u>	<u>Date</u>	<u>Particulars</u>
Amendment No. 24	58-12-19	Deletes Road R/W

SCHEDULE "B"
WEST COAST TREE FARM LICENCE
TREE FARM LICENCE NUMBER 46

All Crown lands not otherwise alienated within the areas outlined in bold black on the accompanying maps except Crown land which was subject to an old temporary tenure (within the meaning of the *Forest Act* assented to March 30, 1972) and held by a person other than the Licensee.

BLOCK 1

Commencing at the southeast corner of Lot 204, Renfrew Land District, being a point on the natural boundary of Juan de Fuca Strait on the northerly shore thereof; thence in a general northwesterly direction along the natural boundary of said Juan de Fuca Strait on the northerly shore thereof to the southwest corner of Lot 110; thence northerly along the westerly boundaries of Lots 110 and 449 to the northwest corner of said Lot 449; thence westerly along the southerly boundaries of Lots 156 and 158 to the southwest corner of said Lot 158; thence northerly along the westerly boundary of said Lot 158 to the northwest corner thereof, being a point on the natural boundary of Port San Juan on the southerly shore thereof; thence in a general northeasterly direction along the natural boundary of said Port San Juan on the southerly shore thereof to the northwest corner of Lot 155; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 155 to the southwest corner of Section 17 (Renfrew); thence easterly along the southerly boundary of said Section 17 (Renfrew) to the northwest corner of Lot 111; thence southerly, easterly and northerly along the westerly, southerly and easterly boundaries of said Lot 111 to the southwest corner of Lot 205; thence easterly, northerly and westerly along the southerly, easterly and northerly boundaries of said Lot 205 to the northwest corner thereof; thence northerly along the westerly boundary of Lot 97 to the natural boundary of aforesaid Port San Juan on the southerly shore thereof; thence in a general northeasterly direction along the natural boundary of said Port San Juan on the southerly

shore thereof to the westerly boundary of Section 36, Township 13, (Renfrew); thence southerly along the westerly boundary of said Section 36 to a point on the southerly limit of Parkinson Road as shown on Plan 5109, deposited in Victoria Land Title Office [said point being north 542 metres, more or less, from the southwest corner of the northwest quarter of said Section 36, Township 13 (Renfrew)] (Note: For plotting purposes: use latest dated plan for all bearings and distances); thence easterly along the southerly limit of said Parkinson Road, Plan 5109, to the westerly boundary of Lot 10 of said Plan 5109; thence southerly along the westerly boundary of said Lot 10 to the southwest corner thereof; thence easterly along the southerly boundaries of Lots 10, 9, 8 and 7 to the southeast corner of said Lot 7; thence northerly along the easterly boundary of said Lot 7 to the southerly limit of aforesaid Parkinson Road, Plan 5109; thence in a general easterly direction along the southerly limit of said Parkinson Road, Plan 5109 to the westerly boundary of Lot A, Plan 15461; thence southerly and northeasterly along the westerly and southeasterly boundaries of said Lot A, Plan 15461 to the southwesterly boundary of Lot 7, Plan 24267; thence southeasterly along the southwesterly boundary of said Lot 7, Plan 24267 to the most southerly corner thereof; thence northeasterly along the southeasterly boundaries of said Plan 24267 to the most southerly corner of Lot A, Plan 29515; thence northeasterly and northwesterly along the southeasterly and northeasterly boundaries of said Lot A, Plan 29515 to the most northerly northeast corner thereof; thence southwesterly along the northwesterly boundary of said Lot A, Plan 29515 to the second most northerly northeast corner thereof; thence northwesterly in a straight line to the most southerly corner of Lot 1 of Plan 41154; thence northeasterly along the southeasterly boundaries of said Lot 1, Plan 41154 to the most southerly corner of Lot C, Plan 22475; thence northeasterly along the southeasterly boundaries of Lots C and B, Plan 22475 to the most easterly corner of said Lot B; thence northwesterly along the northeasterly boundary of said Lot B, Plan 22475 to the southeasterly limit of aforesaid Parkinson Road, Plan 50819; thence northeasterly along the southeasterly limit of said Parkinson Road, Plan 50819 to the most westerly corner of Lot 1, Plan 50819; thence southeasterly and northeasterly along the southwesterly and southeasterly boundaries of said Lot 1, Plan 50819 to the southerly limit of a road right of way as shown on Plan 50819; thence easterly along the

southerly limit of said road right of way as shown on Plan 50819 to the westerly boundary of Lot A, Plan 22475; thence southwesterly, southeasterly, northeasterly, northerly, northwesterly and westerly along the northwesterly, southwesterly, southeasterly, easterly, northeasterly and northerly boundaries of said Lot A, Plan 22475 to a point on a line bearing south 06 degrees 57 minutes 20 seconds east from the most easterly corner of Lot 1, Plan 59967; thence northwesterly in a straight line to the most easterly corner of said Lot 1, Plan 59967, being a point on the southerly boundary of Indian Reserve No. 1, "Pacheena"; thence easterly along the southerly boundary of said Indian Reserve No. 1 to the southeast corner thereof; thence northerly along the easterly boundaries of Indian Reserve No. 1 and Section 1, Township 11 (Renfrew) to the natural boundary of San Juan River on the right bank thereof; thence in a general northerly and westerly direction along the natural boundary of said San Juan River on the right bank thereof to the easterly boundary of Indian Reserve No. 2, "Gordon River"; thence northerly, westerly and southerly along the easterly, northerly and westerly boundaries of said Indian Reserve No. 2 to the natural boundary of Port San Juan on the northerly shore thereof; thence in a general westerly direction along the natural boundary of said Port San Juan on the northerly shore thereof to the natural boundary of Gordon River on the right bank thereof, also being a point on the easterly boundary of the Reserve for Pacific Rim National Park, as described in the Federal-Provincial Agreement, Revised Land Description, Part III, Thirdly described area, Approved March 2, 1992; thence in a general westerly direction along the boundaries of said Reserve for Pacific Rim National Park to a point 159 metres south and 274 metres west of the northwest corner of Lot 707 (being a point on the easterly boundary of T0057 Block 1, Lot 118); thence north 00 degrees 00 minutes 50 seconds west 760 metres (more or less, to the southeast corner of T0057 Block 4, Lot 117); thence north 00 degrees 00 minutes 04 seconds west 1.609 kilometres (more or less, to the northeast corner of said T0057 Block 4, Lot 117); thence south 89 degrees 59 minutes 55 seconds west 1.609 kilometres; thence south 89 degrees 59 minutes 47 seconds west 1.609 kilometres; thence south 89 degrees 59 minutes 46 seconds west 1.609 kilometres (more or less, to the northwest corner of T0057 Block 6, Lot 115); thence south 00 degrees 00 minutes 06 seconds east 3.219 kilometres, more or less, to a point on the northerly boundary of aforesaid

Reserve for Pacific Rim National Park (also being the southwest corner of T0057 Block 3, Lot 120); thence in a general northwesterly direction along the boundaries of said Reserve for Pacific Rim National Park to the northeast corner of Lot 734; thence westerly along the northerly boundary of said Lot 734 101 metres (more or less, to the southwest corner of cancelled TL 1738^P); thence north 1.609 kilometres; thence east 1.609 kilometres (more or less, to the southwest corner of cancelled TL 1735^P); thence north 3.219 kilometres (more or less, to the northwest corner of cancelled TL 1734^P); thence east 1.005 kilometres (more or less, to the most northerly northeast corner of said cancelled TL 1734^P); thence north 17 degrees 12 minutes 35 seconds east 3.800 kilometres (more or less, to the southeast corner of T0533 Block 1, Lot 485); thence north 00 degrees 00 minutes 07 seconds west 241 metres (more or less, to the southwest corner of T0506 Block 9, Lot 489); thence north 89 degrees 59 minutes 57 seconds east 1.609 kilometres; thence south 89 degrees 57 minutes 19 seconds east 1.613 kilometres (more or less, to the southwest corner of T0506 Block 1, Lot 462); thence north 89 degrees 59 minutes 57 seconds east 1.609 kilometres; thence north 00 degrees 00 minutes 06 seconds east 805 metres (more or less, to the southwest corner of T0477 Block 11, former STL 12716^P); thence north 89 degrees 59 minutes 57 seconds east 805 metres (more or less, to the southwest corner of T0477 Block 9, former STL 8293^P); thence (following the southerly boundary of said T0477 Block 9, former STL 8293^P) north 89 degrees 59 minutes 57 seconds east 1.218 kilometres, more or less, to the westerly boundary of the watershed of an unnamed creek, said unnamed creek flowing into Walbran Creek at a point 3.078 kilometres west and 308 metres north of Triangulation Station "Bugaboo GCM74926" NAD83 coordinates 48 degrees 41 minutes 23.80942 seconds latitude and 124 degrees 30 minutes 19.21280 seconds longitude; thence in a general southerly direction along the westerly boundary of the watershed of said unnamed creek to the northerly boundary of the watershed of Bugaboo Creek; thence in a general northeasterly and southeasterly direction along the northerly boundary of the watershed of said Bugaboo Creek to a point 654 metres north and 476 metres east of the most northerly corner of Lot 787; thence north 56 degrees east 1.172 kilometres (more or less, to the northerly boundary of former TL 6358^P); thence east 1.234 kilometres (more or less, to the northwest corner of former TL 6358^P); thence south 402 metres;

thence east 1.609 kilometres (to a point on the westerly boundary of former TL 6367^P, said point being 604 metres north of the southwest corner thereof); thence south 402 metres; thence east 1.609 kilometres (more or less, to the westerly boundary of T0196 Block 7, former TL 5810^P); thence north 01 degrees 02 minutes 24 seconds west 1.006 kilometres (more or less, to the southeast corner of T0196 Block 2, Lot 679); thence south 88 degrees 57 minutes 32 seconds west 1.609 kilometres; thence west 27 metres, more or less, to the natural boundary of Loup Creek on the left bank thereof; thence in a general northerly direction along the natural boundary of said Loup Creek on the left bank thereof to the natural boundary of an unnamed creek on the left bank thereof, said unnamed creek flowing easterly into said Loup Creek at a point 5.579 kilometres east and 4.386 kilometres north of aforesaid Triangulation Station "Bugaboo GCM74926"; thence in a general westerly direction along the natural boundary of said unnamed creek on the left bank thereof to a point 5.226 kilometres east and 4.537 kilometres north of said Triangulation Station "Bugaboo GCM74926" (also being a point on the westerly boundary of aforesaid Lot 679); thence north 01 degrees 09 minutes 56 seconds west 377 metres; thence north 83 degrees west 1.614 kilometres; thence south 64 degrees west 759 metres, more or less, to the northerly boundary of the watershed of aforesaid Walbran Creek; thence in a general westerly direction along the northerly boundary of the watershed of said Walbran Creek to a point 336 metres west and 5.197 kilometres north of aforesaid Triangulation Station "Bugaboo GCM74926"; thence north 00 degrees 00 minutes 04 seconds west 496 metres (more or less, to the northeast corner of T0477 Block 3, former STL 8287^P); thence south 89 degrees 59 minutes 58 seconds west 1.609 kilometres (more or less, to the northwest corner of T0477 Block 3, former TL 8287^P); thence north 35 degrees 24 minutes 05 seconds west 1.711 kilometres (more or less, to the most westerly southwest corner of Lot 678, also being the southwest corner of former TL 5778^P); thence north 54 degrees 23 minutes 06 seconds west 1.750 kilometres (more or less, to the southeast corner of T0498 Block 7, Lot 484); thence north 00 degrees 00 minutes 12 seconds west 1.609 kilometres; thence south 89 degrees 59 minutes 59 seconds west 1.609 kilometres (more or less, to the northeast corner of T0498 Block 6, Lot 483); thence south 89 degrees 59 minutes 51 seconds west 183 metres, more or less, to the easterly boundary of the

watershed of an unnamed creek which flows northwesterly into Caycuse River at a point 230 metres north and 989 metres east of the southeast corner of Lot 159; thence in a general northerly and westerly direction along the easterly and northerly boundaries of the watershed of said unnamed creek to a point 3.988 kilometres east and 137 metres south of the southeast corner of said Lot 159 (said point being due south of the southeast corner of T0547 Block 3, Lot 381); thence north 138 metres; thence north 00 degrees 01 minutes 24 seconds west 3.223 kilometres (more or less, to the southeast corner of T0551 Block 1, Lot 383); thence north 00 degrees 00 minutes 11 seconds west 1.206 kilometres (more or less, to the southerly boundary of T0551 Block 2, Lot 384); thence south 89 degrees 54 minutes 14 seconds east 1.207 kilometres; thence north 00 degrees 14 minutes 52 seconds east 1.609 kilometres; thence north 89 degrees 54 minutes 11 seconds west 1.609 kilometres, more or less, to the easterly boundary of Section 69 Renfrew (T0551 Block 3) (also being the northwest corner of aforesaid T0551 Block 2, Lot 384); thence northerly, easterly and northerly along the easterly, southerly, and easterly boundaries of said Section 69 Renfrew (T0551 Block 3) to the southerly boundary of Block B of Section 51 Renfrew (T0581); thence easterly, northerly and easterly along the southerly, easterly and southerly boundaries of Block B of said Section 51 (Renfrew) to the second most southerly southeast corner thereof (also being the southwest corner of T0542 Block 1, former TL 8886^P); thence south 89 degrees 44 minutes 52 seconds east 1.701 kilometres (more or less, to the westerly boundary of T0542 Block 4, Lot 388); thence south 00 degrees 14 minutes 56 seconds east 2.313 kilometres (more or less, to the southwest corner of T0567, Lot 389); thence south 89 degrees 44 minutes 55 seconds east 1.609 kilometres; thence north 00 degrees 14 minutes 58 seconds east 1.609 kilometres; thence south 89 degrees 44 minutes 53 seconds east 1.609 kilometres (more or less, to the southeast corner of T0542 Block 5, Lot 387); thence south 89 degrees 40 minutes 24 seconds east 2.257 kilometres (more or less, to the northwest corner of T0257, former TL 8342^P); thence south 89 degrees 44 minutes 58 seconds east 2.142 kilometres, more or less, to the westerly boundary of Esquimalt and Nanaimo Railway Land Grant; thence in a general southeasterly direction along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to the northerly boundary of Plan 40245; thence in a general southeasterly

direction along the westerly boundaries of said Plan 40245 to the most southerly southeast corner thereof; thence westerly along the southerly boundary of said Plan 40245 to the natural boundary of Gordon River on the right bank thereof; thence in a general southwesterly direction along the natural boundary of said Gordon River on the right bank thereof to a point 145 metres east and 6.822 kilometres north of Triangulation Station "Edinburgh GCM415190" NAD83 coordinates 48 degrees 38 minutes 51.61136 seconds latitude and 124 degrees 24 minutes 43.32228 seconds longitude (being a point on the northerly boundary of T0196 Block 4, former TL 5799^P); thence north 89 degrees 00 minutes 32 seconds east 1.481 kilometres (more or less, to the northwest corner of T0196 Block 5, former TL 5800^P); thence north 88 degrees 59 minutes 57 seconds east 465 metres, more or less, to the westerly limit of Truck Road 11B2B1; thence in a general northerly direction along the westerly limit of Truck Roads 11B2B1, 11B2B, and 11B2B4 to a point 5.762 kilometres west and 997 metres north of Triangulation Station "Twenty Six GCM380436" NAD83 coordinates: 48 degrees 43 minutes 10.43016 seconds latitude and 124 degrees 17 minutes 49.83753 seconds longitude; thence west 141 metres; thence north 72 metres; thence north 60 degrees east 311 metres; thence east 382 metres (more or less, to the easterly boundary of T0196 Block 6, former TL 5804^P); thence south 01 degrees 02 minutes 24 seconds east 726 metres (more or less, to the southeast corner of said T0196 Block 6, former TL 5804^P); thence north 88 degrees 57 minutes 33 seconds east 805 metres (more or less, to northeast corner of T0113 Block 4, former TL 5790^P); thence east 96 metres; thence south 12 degrees east 1.039 kilometres, more or less, to the natural boundary of Hemmingsen Creek on the left bank thereof; thence in a general northeasterly direction along the natural boundary of said Hemmingsen Creek on the left bank thereof to the natural boundary of an unnamed creek on the left bank thereof, said unnamed creek flowing northwesterly into said Hemmingsen Creek at a point 3.438 kilometres west and 47 metres south of aforesaid Triangulation Station "Twenty Six GCM380436"; thence in a general southeasterly direction along the natural boundary of said unnamed creek to a point 3.319 kilometres west and 153 metres south of aforesaid Triangulation Station "Twenty Six GCM380436"; thence south 56 degrees 38 minutes 33 seconds east 280 metres; thence south 60 degrees east 322 metres, more or less, to the natural boundary of a

second unnamed creek on the right bank thereof, said second unnamed creek flowing southeasterly into aforesaid Hemmingsen Creek at a point 2.016 kilometres west and 1.751 kilometres south of aforesaid Triangulation Station "Twenty Six GCM380436"; thence in a general southeasterly direction along the natural boundary of said second unnamed creek to a point 2.203 kilometres west and 1.051 kilometres south of said Triangulation Station "Twenty Six GCM380436" (said point being on the northerly boundary of T0113 Block 1, former TL 5785^P); thence north 88 degrees 29 minutes 13 seconds east 1.017 kilometres; thence north 89 degrees 25 minutes 41 seconds east 1.609 kilometres (more or less, to the northeast corner of T0113 Block 2, former TL 5786^P); thence north 45 degrees east 758 metres; thence north 333 metres; thence north 45 degrees east 351 metres (more or less, to the easterly boundary of Lot 680); thence north 01 degrees 02 minutes 25 seconds west 66 metres; thence north 45 degrees west 337 metres; thence due north to the westerly boundary of aforesaid Esquimalt and Nanaimo Railway Land Grant; thence northwesterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to the northerly boundary of Block 910 Cowichan Lake Land District; thence in a general easterly and southerly direction along the northerly and easterly boundaries of said Block 910 to the northerly boundary of Block 849; thence easterly and southerly along the northerly and easterly boundaries of said Block 849 to the northeast corner of Block 979; thence southerly and westerly along the easterly and southerly boundaries of said Block 979 to the easterly boundary of Block 608; thence southerly and westerly along the easterly and southerly boundaries of said Block 608 to the southwest corner thereof, being a point on the westerly boundary of aforesaid Esquimalt and Nanaimo Railway Land Grant; thence southeasterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to the northwest corner of Block 1180, Malahat Land District; thence easterly along the northerly boundaries of Blocks 1180 and 191 to the most southerly southwest corner of Block 818; thence northerly, westerly, northerly, easterly, southerly, easterly, southerly and easterly along the westerly, southerly, westerly, northerly, easterly, northerly, easterly and northerly boundaries of said Block 818 to the most easterly northeast corner thereof; thence easterly along the northerly boundary of aforesaid Block 191 to the southwest corner of Block 758; thence northerly and

easterly along the westerly and northerly boundaries of Blocks 758, 191 and 868 to the northeast corner of said Block 868; thence easterly and southerly along the northerly and easterly boundaries of Blocks 191, 869, 892 and said Block 191 to the most easterly southeast corner of said Block 191; thence westerly, southerly, westerly, northerly and westerly along the southerly, easterly, southerly, westerly and southerly boundaries of said Block 191 to the most easterly southeast corner of Block 1044; thence westerly, southerly, westerly, southerly and westerly along the southerly, easterly, southerly, easterly and southerly boundaries of said Block 1044 to the easterly boundary of Block 907; thence southerly, easterly and southerly along the easterly, northerly and easterly boundaries of said Block 907 to the northerly boundary of Block 1007; thence easterly, southerly, easterly, southerly and westerly along the northerly, easterly, northerly, easterly and southerly boundaries of said Block 1007 to the westerly boundary of aforesaid Esquimalt and Nanaimo Railway Land Grant; thence southeasterly along the westerly boundary of said Esquimalt and Nanaimo Railway Land Grant to the northerly boundary of the watershed of Wye Creek in the vicinity of Mile Post 13; thence in a general westerly direction along the northerly boundaries of the watersheds of Wye Creek and Loss Creek to the southerly boundary of Lot 237 Renfrew Land District; thence in a general westerly direction along the southerly boundary of said Lot 237 to the northerly boundary of the watershed of said Loss Creek; thence in a general westerly direction along the northerly boundary of the watershed of said Loss Creek to a point 68 metres west and 84 metres south of Triangulation Station "Hind GCM523860", NAD83 coordinates 48 degrees 31 minutes 23.43432 seconds latitude and 124 degrees 07 minutes 10.07282 seconds longitude (said point being on the easterly boundary of cancelled Lot 353, former TL 4735^P); thence south 261 metres (more or less, to the southeast corner of said cancelled Lot 353, former TL 4735^P); thence west 2.414 kilometres (along the southerly boundaries of cancelled Lot 353, former TL 4735^P and cancelled Lot 352, former TL 4734^P); thence north 3.219 kilometres (more or less, to the northerly boundary of cancelled Lot 355, former TL 4737^P); thence west 805 metres (more or less, to the northwest corner of said cancelled Lot 355, former TL 4737^P, also being a point on the easterly boundary of cancelled Lot 356, former TL 4743^P); thence north 1.388 kilometres (more or less, to the northeast corner of

said cancelled Lot 356, former TL 4743^P); thence west 1.207 kilometres; thence south 2.011 kilometres (more or less, to the southeast corner of cancelled Lot 364, former TL 4746^P); thence west 3.219 kilometres (along the southerly boundaries of cancelled Lot 364, former TL 4746^P and cancelled Lot 365, former TL 4747^P to the southwest corner of said cancelled Lot 365, former TL 4747^P); thence north 769 metres (more or less, to a point due east of the southeast corner of T0042 Block 7, Lot 326); thence west 1.579 kilometres (more or less, to the southeast corner of said T0042 Block 7, Lot 326); thence south 89 degrees 59 minutes 55 seconds west 06 metres, more or less, to the northerly boundary of the watershed of Sombrio River; thence in a general westerly direction along the northerly boundary of the watershed of said Sombrio River to a point 1.078 kilometres north and 1.240 kilometres east of the northeast corner of Lot 560; thence north 494 metres (more or less, to the southerly boundary of aforesaid T0042 Block 7, Lot 326); thence south 89 degrees 59 minutes 55 seconds west 4.829 kilometres (following the southerly boundaries of T0042 Block 7, Lot 326, T0058 Block 1, Lot 325 and T0058 Block 2, Lot 318 to the easterly boundary of T0058 Block 3, Lot 319); thence south 00 degrees 00 minutes 03 seconds east 1.609 kilometres; thence south 89 degrees 59 minutes 55 seconds west 773 metres, more or less, to the easterly boundary of Lot 557; thence northerly along the easterly boundaries of Lot 557, Lot 558 and fractional Section 32, Township 12 (Renfrew) to the northeast corner of said fractional Section 32; thence westerly along the northerly boundary of said fractional Section 32 47 metres, more or less, the westerly limit of West Coast (Sooke) Highway No. 14; thence in a general southerly direction along the westerly limit of said West Coast (Sooke) Highway No. 14 to the southerly boundary of Lot 559; thence westerly along the southerly boundaries of Lots 559, 557, 556, 555, 553 and 451 to the easterly boundary of aforesaid Lot 204; thence southerly along the easterly boundary of said Lot 204 to the southeast corner thereof, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area;
and

Indian Reserve No. 4 "Queesidaquah", Renfrew Land District;

Timber Licence T0910, held by TimberWest Forest Ltd., but not part of TFL 46 as per Instrument No. 2 to TFL 46.

BLOCK 2

Commencing at the southwest corner of Lot 767, Renfrew Land District; thence easterly along the southerly boundary of said Lot 767 to the southeast corner thereof; thence south 44 metres; thence south 24 degrees 27 minutes 32 seconds east 1.809 kilometres, more or less, to the summit of Mt. Rosander, being a point on the northerly boundary of the watershed of Marchand Creek; thence in a general easterly direction along the northerly boundary of the watershed of said Marchand Creek to the westerly boundary of the watershed of Carmanah Creek; thence in a general southerly direction along the westerly boundary of the watershed of said Carmanah Creek to the summit of Carmanah Mountain, also being a point on the southerly boundary of the watershed of an unnamed creek, said unnamed creek flowing northwesterly into Cheewhat Lake through Lot 756; thence in a general northwesterly direction along the southerly boundary of the watershed of said unnamed creek to a point 402 metres south and 563 metres east of the southeast corner of Block C of said Lot 756 (being a point on the southerly boundary of cancelled Lot 398); thence west to a point due south of the southeast corner of said Block C of Lot 756; thence north to the southeast corner of said Block C of Lot 756; thence northerly along the easterly boundary of said Block C of Lot 756 to the northeast corner thereof, being a point on the easterly boundary of the Reserve for Pacific Rim National Park, as described in the Federal-Provincial Agreement, Revised Land Description, Part III, thirdly described area, approved March 2, 1992; thence in a general northwesterly direction along the easterly boundary of said Reserve for Pacific Rim National Park to the southeast corner of Indian Reserve No. 9 "Oyees"; thence northerly along the easterly boundary of said Indian Reserve No. 9 to the southerly boundary of Lot 765; thence westerly along the southerly boundary of said Lot 765 to the southwest corner thereof, being a point on the natural boundary of Nitinat Lake on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Nitinat Lake on the easterly shore thereof to the westerly boundary of Indian Reserve No. 10 "Doobah";

thence southerly, easterly, northerly and westerly along the westerly, southerly, easterly and northerly boundaries of said Indian Reserve No. 10 to the natural boundary of said Nitinat Lake on the easterly shore thereof; thence in a general northerly direction along the natural boundary of said Nitinat Lake on the easterly shore thereof to the southerly boundary of Ecological Reserve No. 54, "Nitinat Lake", established by Order in Council No. 661, February 24, 1977; thence in a general easterly and northerly direction along the southerly and easterly boundaries of said Ecological Reserve No. 54 to the westerly boundary of aforesaid Lot 767; thence southerly along the westerly boundary of said Lot 767 to the southwest corner thereof, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area.

BLOCK 3

Area A

Commencing at a point on the westerly boundary of Esquimalt and Nanaimo Railway Land Grant, said point being 1.244 kilometres north and 1.001 kilometres west of the northwest corner of Block 114, Cowichan Lake Land District (said point also being the southeast corner of T0249, Lot 699, Renfrew Land District); thence north 89 degrees 44 minutes 56 seconds west 1.495 kilometres (more or less, to the southwest corner of said T0249, Lot 699); thence west 353 metres (more or less, to the easterly boundary of T0542 Block 2, Lot 386); thence north 00 degrees 14 minutes 59 seconds west 81 metres (more or less to the northeast corner of T0542 Block 2, Lot 386); thence north 89 degrees 44 minutes, 47 seconds west 1.609 kilometres (more or less, to the northeast corner of T0542 Block 3, Lot 385); thence north 89 degrees 44 minutes 47 seconds west 854 metres, more or less, to the easterly boundary of Block B of Section 51, Renfrew Land District (T0581); thence northerly along the easterly boundary of said Block B of Section 51 (Renfrew) (T0581) to the southerly boundary of Block A of Section 51 (Renfrew); thence westerly and northerly along the southerly and westerly boundaries of Block A of Section 51 (Renfrew) to the northwest corner thereof (being a point on the easterly boundary of T0369

Block 4, former TL 9275^P); thence north 00 degrees 00 minutes 09 seconds east 1.489 kilometres (more or less to the southeast corner of T0369 Block 5); thence north 00 degrees 00 minutes 09 seconds east 1.258 kilometres, more or less, to the westerly boundary of aforesaid Esquimalt and Nanaimo Railway Land Grant; thence southeasterly along the westerly boundary of said Esquimalt and Nanaimo Railway Grant to the point of commencement.

Area B

Section 1 (Renfrew) Cowichan Lake Land District;

That portion of Section 41 (Renfrew) and Section 22 (Renfrew), Cowichan Lake Land District described as follows: commencing at the most westerly southwest corner of Section 41 (Renfrew), Cowichan Lake Land District; thence northerly, easterly, northerly, easterly and northerly along the westerly, northerly, westerly, northerly and westerly boundaries of said Section 41 (Renfrew) to a point due west of the northwest corner of Section 22 (Renfrew); thence east to the northwest corner of said Section 22 (Renfrew); thence easterly, southerly and westerly along the northerly, easterly and southerly boundaries of the west half of said Section 22 (Renfrew) to the southwest corner thereof; thence due south to the southerly boundary of aforesaid Section 41 (Renfrew); thence westerly, southerly, westerly, southerly and westerly along the southerly, easterly, southerly, easterly and southerly boundaries of said Section 41 (Renfrew) to the point of commencement.

Area C

Lot 68, Cowichan Lake Land District;

Fractional north half of Section 13, Township 2, Cowichan Lake Land District.

Area D

Block 461, Cowichan Lake Land District;

Block 24 VL&M, Cowichan Lake Land District, excluding thereout road right of way Plan F (DD25837I) and Forest Service Recreation Site REC 0213, Shaw Creek.

Area E

Block 242, Cowichan Lake Land District.

Area F

Block 225, Cowichan Lake Land District.

Excluding thereout all that foreshore and land covered by water within the above described areas.

BLOCK 4

Commencing at the northeast corner of Indian Reserve No. 8, "Homitan" Barclay Land District, being a point on the natural boundary of Nitinat Lake on the westerly shore thereof; thence westerly and southerly along the northerly and westerly boundaries of said Indian Reserve No. 8 to the westerly boundary of the Reserve for Pacific Rim National Park, as described in the Federal-Provincial Agreement, Revised Land Description, Part III, thirdly described area, approved March 2, 1992; thence in a general northwesterly and northerly direction along the boundaries of said Reserve for Pacific Rim National Park to a point 1.321 kilometres north and 449 metres west of the northwest corner of aforesaid Indian Reserve No. 8 (being the southwest corner of T0738 Block 2, former TL 12401^P); thence north 89 degrees 59 minutes 48 seconds east 1.549 kilometres, more or less, to the westerly boundary of Lot 563; thence northerly along the westerly boundary of said Lot 563 551 metres, more or less, to the easterly boundary of the watershed of Hitchie Creek; thence in a general northeasterly direction along the easterly boundary of the watershed of said Hitchie Creek to a point due west of the southwest corner of

Indian Reserve No. 12 "Ilco"; thence east 27 metres (more or less, to the westerly boundary of cancelled Lot 143 former TL 11936^p); thence north 419 metres (more or less, to the southerly boundary of T0738 Block 1, former TL 12387^p); thence north 89 degrees 34 minutes 09 seconds east 17 metres (more or less, to the southeast corner of said T0738 Block 1, former TL 12387^p); thence north 00 degrees 50 minutes 30 seconds west 1.608 kilometres (more or less, to the southeast corner of T0785 Block 1, former TL 12388^p); thence north 00 degrees 50 minutes 39 seconds west 1.356 kilometres, more or less, to the westerly boundary of the watershed of Nitinat River; thence in a general northerly direction along the westerly boundary of the watershed of said Nitinat River to a point 2.776 kilometres west and 04 metres north of the northwest corner of fractional Section 16, Township 1, Renfrew Land District (said point, being on the southerly boundary of cancelled Lot 144 former TL 10673^p); thence south 89 degrees 54 minutes 59 seconds east 1.194 kilometres (more or less, to the northwest corner of T0018, former TL8050^p); thence south 89 degrees 54 minutes 58 seconds east 1.583 kilometres, more or less, to the northwest corner of said fractional Section 16, Township 1; thence easterly along the northerly boundary of said fractional Section 16, Township 1 to the natural boundary of Little Nitinat River on the left bank thereof; thence in a general southeasterly direction along the natural boundary of said Little Nitinat River on the left bank thereof to the natural boundary of aforesaid Nitinat River on the right bank thereof; thence in a general northeasterly and northwesterly direction along the natural boundary of said Nitinat River on the right bank thereof to the northerly boundary of aforesaid fractional Section 16, Township 1; thence easterly, southerly and westerly along the northerly, easterly and southerly boundaries of the northwest quarter of said fractional Section 16, Township 1, to the natural boundary of said Nitinat River on the right bank thereof; thence in a general southerly direction along the natural boundary of said Nitinat River on the right bank thereof to the northerly boundary of Indian Reserve No. 14 "Wokitsas", Barclay Land District; thence westerly and southerly along the northerly and westerly boundaries of said Indian Reserve No. 14 to the natural boundary of said Nitinat River on the right bank thereof; thence in a general southwesterly direction along the natural boundary of said Nitinat River on the right bank thereof to the natural boundary of Nitinat Lake on the northerly shore thereof;

thence in a general westerly and southerly direction along the natural boundary of said Nitinat Lake on the northerly and westerly shores thereof to the northerly boundary of Indian Reserve No 12 "Ilco"; thence westerly, southerly and easterly along the northerly, westerly and southerly boundaries of said Indian Reserve No. 12 to the natural boundary of said Nitinat Lake on the westerly shore thereof; thence in a general southerly direction along the natural boundary of said Nitinat Lake on the westerly shore thereof to the northeast corner of aforesaid Indian Reserve No. 8 "Homitan" being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described area;
and

Lot 69, Renfrew Land District (T0551 Block 3, TFL 44)

BLOCK 5

Area A

Commencing at the northeast corner of Block 162, Seymour Land District; thence westerly, southerly and westerly along the northerly, westerly and northerly boundaries of said Block 162 to the northerly limit of Cowichan Valley Highway No. 18, Plan 2073RW, Victoria Land Title Office; thence in a general westerly direction along the northerly limit of said Plan 2073RW to a point being on the prolongation of the easterly boundary of UREP Reserve 1404243; thence northeasterly in a straight line, following said prolongation and the easterly boundary of said UREP Reserve 1404243 to the northerly boundary thereof; thence in a general westerly direction along the northerly boundary of said UREP Reserve 1404243 to the westerly boundary thereof; thence southeasterly in a straight line following the westerly boundary of said UREP Reserve 1404243 and the prolongation thereof to the northerly limit of aforesaid Plan 2073RW; thence in a general westerly direction along the northerly limit of said Plan 2073RW to the easterly

boundary of Block 1246, Cowichan Lake Land District; thence northerly, westerly, southerly, westerly, southerly, westerly, northerly, westerly and southerly along the easterly, northerly, westerly, northerly, westerly, northerly, easterly, northerly and westerly boundaries of said Block 1246 to the most westerly southwest corner thereof; thence northwesterly and westerly along the southwesterly and southerly boundaries of Block 476 to the northerly limit of Cowichan Valley Highway No. 18, Plan 2300RW; thence in a general northwesterly direction along the northerly limit of said Plan 2300RW to the westerly boundary of said Block 476; thence northerly and easterly along the westerly and northerly boundaries of said Block 476 to the southwest corner of Block 229; thence northerly along the westerly boundary of said Block 229 to the most southerly southeast corner of Block 165; thence westerly, northerly, westerly, northerly, westerly, northerly, easterly and northerly along the southerly, westerly, southerly, westerly, southerly, westerly, northerly and westerly boundaries of said Block 165 to the southeast corner of Block 412; thence westerly and northerly along the southerly and westerly boundaries of said Block 412 to the most southerly southeast corner of Block 481; thence westerly and northerly along the southerly and westerly boundaries of said Block 481 to the southeast corner of Plan 1170R; thence northwesterly and southerly along the northeasterly and westerly boundaries of said Plan 1170R to the most easterly southeast corner of Block 616; thence westerly, northerly, westerly, southerly, westerly, northerly, westerly, northerly, easterly, northerly, easterly, northerly, easterly, southerly and easterly along the southerly, westerly, southerly, easterly, southerly, westerly, southerly, westerly, northerly, westerly, northerly, westerly, northerly, easterly and northerly boundaries of said Block 616 to the most westerly northwest corner of Block 481; thence easterly, northerly, southeasterly and northeasterly along the northerly, westerly, northeasterly and northwesterly boundaries of said Block 481 to the most westerly northwest corner of aforesaid Block 412; thence northeasterly, southeasterly, northeasterly and

southeasterly along the northerly, northeasterly, northwesterly and northeasterly boundaries of said Block 412 to the most northerly northwest corner of part of Block 412 known as the northerly parcel shown on Plan 754R, Victoria Land Title Office; thence southwesterly, southeasterly, northeasterly and southeasterly along the northwesterly, southwesterly, southeasterly and southwesterly boundaries of said northerly parcel shown on Plan 754R to the most southerly southeast corner thereof; thence southeasterly along the northeasterly boundary of aforesaid Block 412 to the northwest corner of Block 336; thence southeasterly along the northeasterly boundary of said Block 336 to the most northerly northwest corner of part of Block 336 known as the southerly parcel as shown on Plan 754R; thence southwesterly, southeasterly, northeasterly and northerly along the northwesterly, southwesterly, southeasterly and easterly boundaries of said southerly parcel as shown on Plan 754R to the northeasterly boundary of said Block 336; thence southeasterly, southwesterly, southeasterly and easterly along the northeasterly, southeasterly, northeasterly and northerly boundaries of said Block 336 to the most northerly northwest corner of Block 237; thence easterly along the northerly boundary of said Block 237 to the southwest corner of Block 261; thence northeasterly, northwesterly, northeasterly and northwesterly along the northwesterly, southwesterly, northwesterly and southwesterly boundaries of said Block 261 to the natural boundary of Chemainus River on the right bank thereof; thence in a general southeasterly direction along the natural boundary of said Chemainus River on the right bank thereof to a point on the southerly prolongation of the westerly boundary of Block 284, Cowichan Lake Land District; thence southerly along the prolongation of the westerly boundary of said Block 284 to a point 201 metres perpendicularly distant from the right bank of said Chemainus River; thence in a general easterly direction along a line 201 metres perpendicularly distant from and parallel to the right bank of said Chemainus River to the westerly boundary of Block 304, Seymour Land District; thence northerly along the

westerly boundary of said Block 304 to the natural boundary of said Chemainus River on the right bank thereof; thence in a general easterly direction along the natural boundary of said Chemainus River on the right bank thereof to the westerly boundary of Block 3VL&M; thence southeasterly, southwesterly and southeasterly along the southwesterly, northwesterly and southwesterly boundaries of said Block 3VL&M to the westerly boundary of Block 204; thence southerly and easterly along the westerly and southerly boundaries of said Block 204 to the northwest corner of Block 166; thence southerly along the westerly boundary of Block 166 to the northeast corner of aforesaid Block 162, being the point of commencement.

Area B

Commencing at a point on the most westerly boundary of Block 193, Seymour Land District, also being a point on the northerly limit of Cowichan Valley Highway No. 18, Plan 2073RW, Victoria Land Title Office; thence northerly and easterly along the westerly and northerly boundaries of said Block 193 to the northerly limit of said Plan 2073RW; thence in a general southwesterly direction along the northerly limit of said Plan 2073RW to the point of commencement.

Excluding thereout British Columbia Hydro and Power Authority right of way (0325907), Plans 3410RW and 37649RW; Hill 60 Forest Service Road FSR4150.00; Plan 386RW; Plan 336RW; Plan 385RW.

Excluding thereout all that foreshore and land covered by water within the above described areas.

BLOCK 6 (Comprising 2 Areas)

Area A (see Schedule "A" list)

Area B (see Schedule "A" list)

BLOCK 7

Area A

Commencing at the southeast corner of Block 1076, Malahat Land District; thence southerly and westerly along the westerly and northerly boundaries of Block 1238 to the northeast corner of Lot 91E&N; thence southerly and westerly along the easterly and southerly boundaries of said Lot 91E&N to the northwest corner of Subdivision Plan 10134 of Lot 87, Victoria Land Title Office; thence southerly and easterly along the westerly and southerly boundaries of said Plan 10134 to the southeast corner thereof; thence southerly and easterly along the easterly and northerly boundaries of said Lot 87E&N to the westerly boundary of Block 522; thence southerly along the westerly boundary of said Block 522 to the northeasterly limit of British Columbia Hydro and Power Authority right of way Plan 3736RW; thence northwesterly along the northeasterly limit of said right of way Plan 3736RW to the westerly boundary of said Lot 87E&N; thence northerly and westerly along the westerly and southerly boundaries of said Lot 87E&N to the southeast corner of Lot 92E&N; thence westerly and northerly along the southerly and westerly boundaries of said Lot 92E&N to the southeast corner of Block 214; thence westerly along the southerly boundary of said Block 214 to the northeasterly limit of British Columbia Hydro and Power Authority right of way Plan 3699R/W; thence northwesterly along the northeasterly limit of said right of way Plan 3699R/W to the westerly boundary of aforesaid Block 214; thence northerly and easterly along the westerly and northerly boundaries of said

Block 214 to the southwest corner of Block 215; thence northerly, easterly, northerly, easterly, southerly, easterly, northerly and easterly along the westerly, northerly, westerly, northerly, easterly, northerly, westerly, and northerly boundaries of said Block 215 to the westerly boundary of Lot 33E&N, Helmcken Land District; thence northerly and easterly along the westerly and northerly boundaries of said Lot 33E&N to the southerly limit of Canadian National Railway right of way Plan 1201-0S; thence in a general easterly direction along the southerly limit of said right of way Plan 1201-0S to the northerly boundary of said Lot 33E&N; thence easterly along the northerly boundary of said Lot 33E&N to the southerly boundary of said right of way Plan 1201-0S; thence in a general southeasterly direction along the southerly limit of said right of way Plan 1201-0S to the easterly boundary of said Lot 33E&N; thence southerly along the easterly boundaries of Lots 33E&N and 34E&N to the southeast corner of said Lot 34E&N; thence westerly along the southerly boundary of said Lot 34E&N to the northwest corner of aforesaid Block 1076, Malahat Land District; thence southerly and easterly along the westerly and southerly boundaries of said Block 1076 to the southeast corner thereof, being the point of commencement.

Excluding thereout: East 1/2 of Lot 36, Malahat Land District.

Area B

Commencing at the intersection of the southwesterly limit of British Columbia Hydro and Power Authority right of way Plan 3699RW, Victoria Land Title Office and the southerly boundary of Block 214, Malahat Land District; thence westerly and northerly along the southerly and westerly boundaries of said Block 214 to the southwesterly limit of said right of way Plan 3699RW; thence southeasterly along the southwesterly limit of said right of way Plan 3699RW to the point of commencement.

Area C

Commencing at the most easterly northeast corner of Lot 87E&N, Malahat Land District; thence southerly along the easterly boundary of said Lot 87E&N to the northeasterly limit of British Columbia Hydro and Power Authority right of way Plan 3736RW, Victoria Land Title Office; thence northwesterly along the northeasterly limit of said right of way Plan 3736RW to the northerly boundary of said Lot 87E&N; thence easterly along the northerly boundary of said Lot 87E&N to the most easterly northeast corner thereof, being the point of commencement.

Area D

Commencing at the northwest corner of Lot 42E&N, Malahat Land District; thence northerly, westerly and northerly along the westerly, southerly and westerly boundaries of Lot 87E&N to the southwesterly limit of British Columbia Hydro and Power Authority right of way Plan 3736RW, Victoria Land Title Office; thence in a general southeasterly direction along the southwesterly limit of said right of way Plan 3736RW to the easterly boundary of said Lot 87E&N; thence southerly and easterly along the easterly and northerly boundaries of said Lot 87E&N to the southwesterly limit of said right of way Plan 3736RW; thence in a general southeasterly direction along the southwesterly limit of said right of way Plan 3736RW to the easterly boundary of said Lot 87E&N; thence southerly and westerly along the easterly and southerly boundaries of said Lot 87E&N to the northwest corner of aforesaid Lot 42E&N, being the point of commencement.

Excluding thereout all that foreshore and land covered by water within the above described areas.