

APPENDIX I(a)

TFL 55 Licence Agreement





PROVINCE OF BRITISH COLUMBIA



Ministry of Forests

**TREE FARM LICENCE NO. 55
SELKIRK TREE FARM LICENCE
(The "Licence")**

THIS LICENCE, dated January 1, 1999

BETWEEN:

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

AND:

**EVANS FOREST PRODUCTS LIMITED
1221-10th AVENUE NORTH
P.O. BOX 170
GOLDEN, BRITISH COLUMBIA
VOA 1H0
(the "Licensee")**

WHEREAS:

- A. Under Section 36 of the *Forest Act*, the minister offered a replacement licence to the Licensee.
- B. The Licensee has accepted the offer.
- C. The Licensee has agreed to manage the Licence Area according to this Licence and the Management Plan in effect under this Licence.

THEREFORE:

Under Section 36 of the *Forest Act*, this Licence replaces Tree Farm Licence No. 55, dated January 1, 1994.

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"The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence."

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IN WITNESS WHEREOF this Licence has been executed by the Minister and the Licensee on the dates written below:

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

Brian Giles)
BRIAN GILES)
Minister Staff)

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

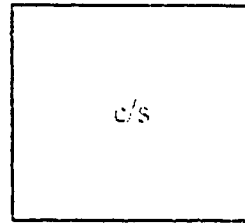
OR

SIGNED by the Licensee)
in the presence of:)
C. Sosselin)
_____)
_____)

David Zirnelt

The Honourable David Zirnelt
Minister of Forests

Date: DEC. 8, 1999.



[Signature] President

(Licensee)

Date: October 25, 1999

SCHEDULE "A"
SELKIRK TREE FARM LICENCE
TREE FARM LICENCE NUMBER 55

Forest lands and merchantable timber in other tenures owned or controlled by the Licensee within Tree Farm Licence Number 55.

Crown Grants

Nil

Timber Licences

Nil

SCHEDULE "B"
SELKIRK TREE FARM LICENCE
TREE FARM LICENCE NUMBER 55

Interpretation of Schedule B, TFL 55

1. Schedule "B" Land

1.1 For the purposes of the definition of "Schedule 'B' Land" in Paragraph 21.02 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 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.

3.3 All alienated Crown Land may not be identified as such on the attached Schedules and maps.

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

**SCHEDULE C - FELLING, BUCKING AND UTILIZATION
SPECIFICATIONS**

1.00 DEFINITIONS

- 1.01** In this Schedule, as exemplified by the diagrams attached to this Schedule,
- (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 shown in the table attached to this Schedule, and
 - (ii) in the case of a butt log, the diameter (outside bark) at the butt end of the log; and
 - (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 of 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.

2.00 FELLING SPECIFICATIONS

2.01 Subject to paragraph 4.06 of the Licence, standing timber of the species detailed in Table 1 of this Schedule must be felled in accordance with the following specifications:

- (a) all timber meeting the minimum diameter at stump height shown for species in Table 1 must be felled; and
- (b) unless otherwise authorized in writing by the District Manager, timber must be felled to a stump height that does not exceed the maximum stump height shown for that species in Table 1.

SCHEDULE D - 2.00 MANAGEMENT PLANS

- 2.01 A management plan
- (a) approved under the tree farm licence replaced by the Licence, and
 - (b) still in effect on the date immediately preceding the date referred to in paragraph 1.01 of the Licence,

is deemed for the remainder of the term of the management plan to be the management plan in effect under the Licence.

- 2.02 If there is no approved management plan in effect under the tree farm licence replaced by the Licence on the date immediately preceding the date referred to in paragraph 1.01 of the Licence, 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 subparagraph 2.05(a),
 - (ii) submitting a review strategy under subparagraph 2.05(b),
 - (iii) providing an assessment under clause 2.08(a)(i),
 - (iv) submitting a summary of comments under subparagraph 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 the Licence and, subject to paragraph 2.04, is due to expire 28 months after the date referred to in paragraph 1.01 of the Licence.

- 2.03 If the management plan deemed under paragraph 2.01 to be the management plan in effect under the Licence is due to expire less than 28 months after the date referred to in paragraph 1.01 of the Licence of the Licence, then solely for the purpose of determining the deadlines for
- (a) inviting comments under subparagraph 2.05(a),
 - (b) submitting a review strategy under subparagraph 2.05(b), if applicable,

File: 19700-25/TFL 55

January 4, 2000

Len Pettman
President
Evans Forest Products Limited
P.O. Box 170
Golden, B.C. V0A 1H0



Dear Len Pettman:

The minister has now signed both copies of the replacement Tree Farm Licence 55 agreement for Evans Forest Products Limited. Enclosed you will find your copy.

If you have any questions about this agreement, please contact me at (250) 387-1692.

Yours truly,



Charlie Klasen
TFL Forester



Enclosure

pc: Ross Tozer, Regional Manager, Nelson Forest Region
David Raven, District Manager, Columbia Forest District
Peter Poelmans, Forest Land Use Specialist, RTEB
Ken Bowen, Official Boundaries and Special Projects Supervisor, RTEB
Pat Charpentier, Supervisor, GIS, Resources Inventory Branch
Gordon Bednard, Research Officer, Forest Land Commission
Scott MacPhail, Unit Head, Compilation Unit, Crown Land Registry Services, MELP