

Interim Measures Agreement Regarding a Direct Award Tenure

THIS AGREEMENT dated for reference this 22nd day of March, 2004.

BETWEEN:

SLIAMMON FIRST NATION
As represented by Chief and Council

("Sliammon")

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**
As represented by the Minister of Forests

(the "Government of British Columbia")

both of whom may be referred to as the "parties", and each of whom is a "party" to this agreement.

Whereas:

- The Parties and Canada have approved the *Sliammon First Nation Agreement-in-Principle* (AIP) on December 6, 2003, and have entered into final treaty agreement negotiations.
- The Agreement in Principle includes a commitment to create forest tenure opportunities for the Sliammon First Nation.
- The Government of British Columbia made a written offer to Sliammon on September 9, 2003, that in addition to addressing the AIP commitment to the forest tenure, also sought to consult and seek a workable accommodation of Sliammon's aboriginal interests that may be impacted by forest and range decisions over the next five years through a Forest and Range Agreement involving revenue sharing and direct invitation for forest tenure opportunities.
- Sliammon is prepared to continue the dialogue relating to the Government of British Columbia's September 9, 2003 offer, broader consultation issues, and

revenue-sharing, but would like to first ensure delivery of the forest tenure commitments in the AiP.

- This Agreement does not preclude further discussions of the Parties on revenue sharing as part of a Forest and Range Agreement and does not preclude Sliammon's ability to apply for other forest tenure opportunities outside of this Agreement.

Purpose

1. The purposes of this agreement are to:
 - (a) fulfil the commitments made in the ratified *Sliammon Agreement-in-Principle* relating to forest tenure;
 - (b) address, in part, issues regarding potential aboriginal rights and title raised by Sliammon in relation to forestry decisions and forest resource development;
 - (c) increase Sliammon's opportunity to participate in the forest sector;
 - (d) provide economic benefits to Sliammon through forest tenure opportunities;
 - (e) provide for invitation(s) to Sliammon to apply for non-replaceable, forest tenure(s); and,
 - (f) enhance operational stability to forest resource development on Crown lands within the asserted traditional territory of Sliammon as outlined in bold black on the attached Appendix "A" (the "Traditional Territory").

Invitation to Apply for Non-Replaceable Forest Tenure(s)

2. Forthwith upon the execution of this Agreement by the Parties, the Minister of Forests (the "Minister") will invite Sliammon to apply under section 47.3 of the *Forest Act* for a forestry licence to cut to harvest up to 22,000 cubic meters annually within TFL 39 for the term of this Agreement.
3. After the execution of this Agreement by the Parties and after the Minister has determined that sufficient volume of timber is available for disposition to Sliammon as a result of the implementation of the timber reallocation process, the Minister will invite Sliammon to apply under section 47.3 of the *Forest Act* for a second, non-replaceable forest tenure for up to an additional 28,000 cubic metres annually for the remaining term of this Agreement.
4. For greater certainty, the maximum volume that may be available under the forest tenures referred to in sections 2 and 3, will be up to 50,000 cubic metres annually.
5. An invitation to apply for a forest tenure(s) and any forest tenure(s) entered into as a result of an invitation to apply under this Agreement will be subject

to the policies, regulations and statutes of the Government of British Columbia as amended from time to time.

6. An invitation to apply under sections 2 and 3 of this Agreement will contain terms and conditions required by the Minister of Forests.
7. A forest tenure entered into as a result of an invitation to apply under sections 2 and 3 of this Agreement will:
 - (a) be for a term of no longer than five years, as determined by the Minister;
 - (b) not be replaceable under the *Forest Act*;
 - (c) contain other terms and conditions required by law, including the condition that Sliammon must comply with this Agreement; and,
 - (d) include other terms and conditions as may be required by the regional manager including a term that Sliammon may not divide, subdivide, transfer or otherwise dispose of the forest tenure(s) or an interest in the forest tenure(s).

Stability on Crown land

8. In consideration of the Minister's invitation to apply under this Agreement:
 - (a) Sliammon will upon reasonable notice and within 60 days, provide all reasonably available information and engage in consultation with:
 - (i) the Government of British Columbia; and
 - (ii) every holder of an agreement entered into under the *Forest Act* granting the holder a right to harvest Crown timber;

and in doing so will identify to the applicable Party above, any potential impacts to Sliammon's potential aboriginal rights and title that may result from forest decisions and/or forest resource development activities within the Traditional Territory.

- (b) Sliammon will make reasonable efforts to minimize the impacts on the economic activity of all forest tenure holders within the Traditional Territory.

Dispute Resolution

9. If a dispute arises between the Government of British Columbia and Sliammon regarding the interpretation of a provision of this Agreement,

the Parties or their duly appointed representatives will meet as soon as practicable to attempt to resolve the dispute.

Amendments

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

Entire Agreement

11. This Agreement and any amendments to it constitute the entire Agreement between the Parties with respect only to the subject matter of the Agreement.

Term

12. This Agreement will take effect on the date on which the last Party has executed it.
13. This Agreement will terminate on the occurrence of the earliest of any of the following events:
 - (a) five years from the date this Agreement is executed; or
 - (b) the coming into effect of a treaty; or
 - (c) the Government of British Columbia cancels the forest tenure(s) under this Agreement pursuant to section 15; or
 - d) the mutual agreement of the Parties.
14. If this Agreement is terminated in accordance with section 13, then the Minister may terminate the forest tenure(s) under this Agreement.

Suspension or Cancellation of the Forest Tenure(s)

15. Without limiting the actions that may be taken by the Minister or by the Government of British Columbia, the Minister or a person authorized by the Minister may suspend the forest tenure(s) entered into as a result of an invitation to apply under this Agreement or may cancel forest tenure(s)

if the Minister or a person authorized by the Minister determines that Sliammon is not in compliance with this Agreement.

Notice

16. Any notice or other communication that is required to be given or that a Party wishes to give to the other Party with respect to this Agreement, will be in writing and will be effective if delivered, sent by registered mail, or transmitted by facsimile to the address of the other Party as set out in this section of the Agreement.
17. Any notice or other communications will be deemed to have been given on the date it is actually received, if received before 4:00 p.m. If received after 4:00 p.m., it will be deemed to have been received on the next business day.
18. The address of either Party may be changed by notice in the manner set out in this section of the Agreement.

Ministry of Forests

Deputy Minister
Ministry of Forests
PO Box 9521 STN PROV GOVT
Victoria BC V8W 9C2
Facsimile (250) 387-7065

Sliammon

Chief Councillor L. Maynard Harry
RR#2 Sliammon Road
Powell River, BC V8A 4Z3
Facsimile (604) 483-9769

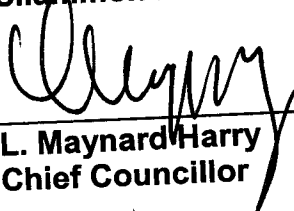
Miscellaneous

19. Nothing in this Agreement shall be interpreted in a manner that requires the Government of British Columbia to act in a manner inconsistent with provincial or federal law, or that fetters the statutory discretion of any government decision-maker.
20. This Agreement is not a treaty or a lands claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982* and does not

- recognise, affirm, or deny the existence of any aboriginal right, including aboriginal title, or any treaty right.
21. This Agreement will not limit the position that a Party may take in future negotiations or court proceedings.
 22. Any reference to a statute in this Agreement includes all regulations made under that statute and any amendments or replacement of that statute.
 23. There will be no presumption that any ambiguity in any of the terms of this Agreement should be interpreted in favour of either Party.
 24. The applicable laws of British Columbia and Canada shall govern this Agreement.
 25. This Agreement may be entered into by each Party signing a separate copy of this Agreement, including a photocopy or faxed copy, and delivering it to the other Party by fax. Each facsimile will be deemed to be an original for all purposes and all counterparts taken together will be deemed to constitute one document.

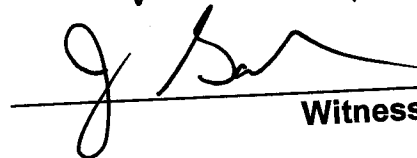
Signed on behalf of:

Sliammon First Nation



L. Maynard Harry
Chief Councillor

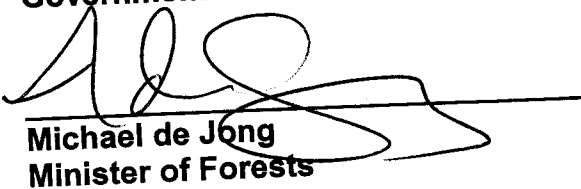
Date: March 23, 2004



Witness

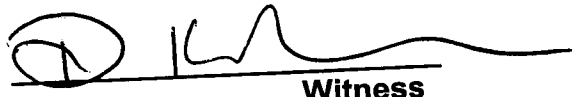
Signed on behalf of:

Government of British Columbia



Michael de Jong
Minister of Forests

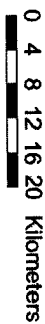
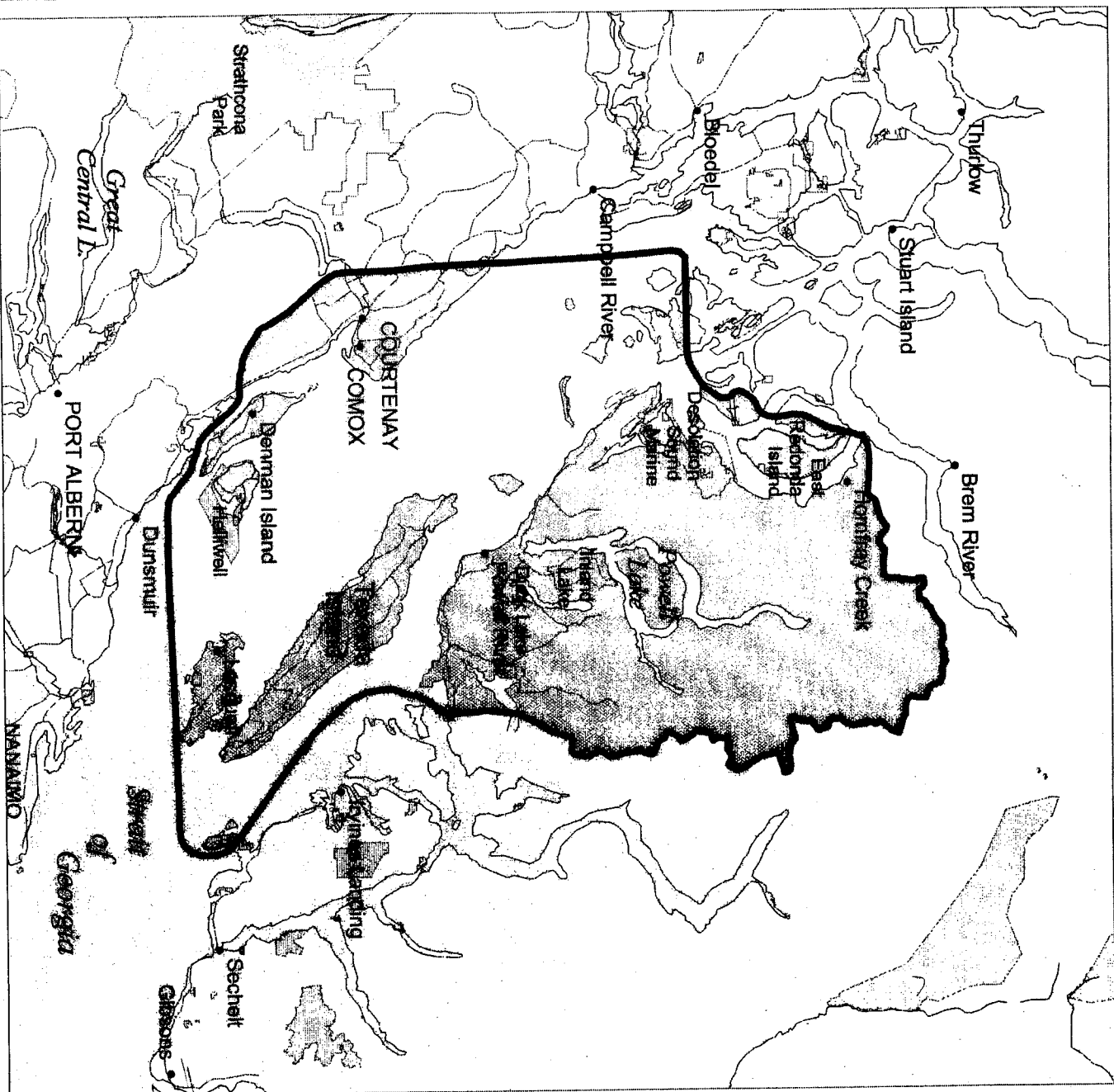
Date: April 15, 2004






Witness

Appendix A

Sliammon Traditional Territory



LEGEND

- Traditional Territory Boundary 
- Roads 
- Populated Places 
- Parks and Protected Areas 