
CHAPTER 4 LAND TITLE

FEDERAL TITLE LEGISLATION

1. Federal land title or land registry laws do not apply to any parcel of Nisga'a Lands, other than laws in respect of the survey and recording of estates or interests that are owned by Canada and are in Nisga'a Lands.

PROVINCIAL TORRENS SYSTEM

2. The provincial Torrens system does not apply to a parcel of Nisga'a Lands for which:
 - a. no application has been made under the *Land Title Act* in accordance with this Agreement for the registration of an indefeasible title;
 - b. an application has been made under the *Land Title Act* in accordance with this Agreement for the registration of an indefeasible title and, that application has been withdrawn or rejected; or
 - c. the indefeasible title under the *Land Title Act* has been cancelled under that Act in accordance with this Agreement.
3. If the Nisga'a Nation applies under the *Land Title Act* in accordance with this Agreement for the registration of an indefeasible title to a parcel of Nisga'a Lands, effective from the time of application and until:
 - a. the application has been withdrawn or rejected; or
 - b. the indefeasible title for that parcel is cancelled

the provincial Torrens system, but not any Nisga'a law in respect of land title or land registration made under paragraph 50(a) of the Nisga'a Government Chapter, applies to the parcel, subject to paragraph 4.

4. Notwithstanding the application of the provincial Torrens system to a parcel of Nisga'a Lands as set out in paragraph 3, a Nisga'a land title or land registration law that relates only to *in personam* rights of a person deprived of an estate, interest, condition, proviso, restriction, exception, reservation, or certificate of possession as a result of the application of the provincial Torrens system in accordance with this Agreement applies to the parcel, to the extent that the law does not conflict with paragraph 11 of this Chapter.

APPLICATION FOR INDEFEASIBLE TITLE

5. The Nisga'a Nation, and no other person, in its own name or on behalf of another person may apply under the *Land Title Act* for the registration of an indefeasible title to a parcel of Nisga'a Lands for which no indefeasible title is registered at the time of application.

LAND TITLE FEES

6. If the Nisga'a Nation applies for the registration of an indefeasible title to a parcel of Nisga'a Lands for which no indefeasible title has been registered after the effective date, and the proposed registered owner in fee simple is the Nisga'a Nation, a Nisga'a Village, or a Nisga'a Corporation, no land title fees are payable in respect of the application by which the proposed owner becomes the registered owner.

NISGA'A CERTIFICATE

7. The Nisga'a Nation, when applying for the registration of an indefeasible title to a parcel of Nisga'a Lands under paragraph 5, will provide to the Registrar:
- a. a description of the boundaries of the parcel;
 - b. a certificate of Nisga'a Lisims Government certifying that, on the date of the Nisga'a Certificate, the person named as the owner in fee simple in the Nisga'a Certificate is the owner of the estate in fee simple of the parcel, and certifying that the Nisga'a Certificate sets out the only:
 - i. subsisting conditions, provisos, restrictions, exceptions, and reservations contained in the original or any other conveyance or disposition from the Nisga'a Nation that are in favour of the Nisga'a Nation, or that are in favour of another person,
 - ii. estates or interests, and
 - iii. charges in respect of a debt owed to the Nisga'a Nation or a Nisga'a Village to which the estate in fee simple of the parcel is subject; and
 - c. registrable copies of all charges referred to in subparagraphs (b)(ii) and (b)(iii).
8. A Nisga'a Certificate will expire unless:
- a. within seven days of the date of the Nisga'a Certificate, the Nisga'a Nation applies for registration of an indefeasible title to the parcel referred to in the Nisga'a

Certificate; and

- b. the Registrar issues an indefeasible title to the parcel.

REGISTRATION OF INDEFEASIBLE TITLE

9. If the Nisga'a Nation makes an application for the registration of indefeasible title to a parcel of Nisga'a Lands under paragraph 5, the Registrar, on being satisfied that:

- a. a good safe holding and marketable title in fee simple for the parcel has been established by the Nisga'a Nation;
- b. the boundaries of the parcel are sufficiently defined by the description provided by the Nisga'a Nation;
- c. all of the estates, interests, and other charges set out in the Nisga'a Certificate are registrable as charges under the *Land Title Act*; and
- d. the Nisga'a Certificate is dated not more than seven days before the date of application for registration of an indefeasible title to the parcel

will:

- e. register the indefeasible title to the parcel;
- f. make a note on the indefeasible title that the parcel is Nisga'a Lands and may be subject to conditions, provisos, restrictions, exceptions, and reservations in favour of Nisga'a Nation;
- g. register as charges the estates and interests set out in subparagraph 7(b)(ii) and the other charges set out in subparagraph 7(b)(iii); and
- h. provide a copy of the indefeasible title to Nisga'a Lisims Government.
10. The Registrar is entitled to rely on, and is not required to make any inquiries in respect of, the matters certified in the Nisga'a Certificate.

DEPRIVATION OF ESTATE

11. A person deprived of an estate, interest, condition, proviso, restriction, exception, or reservation, or a certificate of possession referred to in paragraph 33 or 34 of the Lands Chapter, in or to a parcel of Nisga'a Lands as a result of the reliance by the Registrar on a Nisga'a Certificate, and the issuance by the Registrar of an indefeasible title based on the
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Nisga'a Certificate, will have no recourse, at law or in equity, including no action for possession or recovery of land, against the Registrar, the Assurance Fund, or any person named in the Nisga'a Certificate, and the indefeasible title issued by the Registrar in reliance on the Nisga'a Certificate as the owner of the estate in fee simple or as the owner of an estate, interest, condition, proviso, restriction, exception, or reservation, subject to the right of a person to show:

- a. fraud, including forgery, in which the owner of the estate in fee simple or the owner of the estate, interest, condition, proviso, restriction, exception, or reservation as set out in the Nisga'a Certificate and the indefeasible title issued by the Registrar in reliance on the Nisga'a Certificate has participated in any degree; or
 - b. that the owner of the estate in fee simple or the owner of the estate, interest, condition, proviso, restriction, exception, or reservation as set out in the Nisga'a Certificate and the indefeasible title issued by the Registrar in reliance on the Nisga'a Certificate has derived their right or title otherwise than in good faith and for value.
12. No title adverse to, or in derogation of, the title of the registered owner of a parcel of Nisga'a Lands under the *Land Title Act* will be acquired by length of possession and, for greater certainty, subsection 23(4) of the *Land Title Act* does not apply in respect of Nisga'a Lands.

CANCELLATION OF INDEFEASIBLE TITLE

13. The Nisga'a Nation, and no other person, may apply under the *Land Title Act* in accordance with this Chapter for cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands.
14. The Nisga'a Nation, when applying under the *Land Title Act* in accordance with this Chapter for the cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands, will provide to the Registrar an application for cancellation of registration and will deliver to the Registrar any duplicate indefeasible title that may have been issued in respect of that parcel.
15. Upon receiving an application from the Nisga'a Nation for cancellation of the registration of an indefeasible title to a parcel of Nisga'a Lands in accordance with the provisions of paragraphs 13 and 14, and if:
 - a. the registered owner of the estate in fee simple to the parcel is the Nisga'a Nation, a Nisga'a Village, or a Nisga'a Corporation, and consents; and
 - b. the indefeasible title to the parcel is free and clear of all charges, except those in favour of the Nisga'a Nation or a Nisga'a Village

the Registrar will cancel the registration of the indefeasible title.

APPLICATION OF PROVINCIAL TORRENS SYSTEM

16. When the provincial Torrens system applies to a parcel of Nisga'a Lands:
- a. the jurisdiction of Nisga'a Lisims Government or a Nisga'a Village Government is not diminished, except to the extent set out in this Agreement;
 - b. with respect to the *Land Title Act*, the powers, rights, privileges, capacities, duties, and obligations, set out in or pursuant to this Agreement, of:
 - i. the Nisga'a Nation or a Nisga'a Village under the *Land Title Act* will be analogous to those of the Crown, a municipality, or regional district, as the case may be, under that Act, and
 - ii. Nisga'a Lisims Government or a Nisga'a Village Government under the *Land Title Act* will be analogous to those of the provincial government or a municipal council, regional district board, or improvement district trustee, as the case may be, under that Act, and
 - c. the status and treatment of Nisga'a Village Lands, or Nisga'a Lands other than Nisga'a Village Lands, under the *Land Title Act* will be analogous to that of municipal lands or rural areas, as the case may be, under that Act.
17. The following are a limited number of examples of proposed amendments to the *Land Title Act*, as that Act was on August 1, 1998, required to give effect to paragraph 16:
- a. the following paragraphs will be added to subsection 23(2):
 - “(k) the subsisting conditions, provisos, restrictions, exceptions, and reservations, including royalties, contained in the original disposition or any other disposition from the Nisga'a Nation or a Nisga'a Village;”
 - “(l) a Nisga'a Nation tax, rate, or assessment at the date of the application for registration imposed or made a lien or that may after that date be imposed or made a lien on the land;”
 - b. in paragraph 23(2)(f) the word “Act” will, with reference to a right of expropriation but not with reference to an escheat, include any Nisga'a law;
 - c. Division 3 of Part 7 will be modified to provide for the appointment of an approving officer by Nisga'a Lisims Government for Nisga'a Lands;
 - d. in paragraph 83(1)(a) the word “municipality” will include a Nisga'a Village, and in paragraph 83(1)(b) the words “rural area” will include Nisga'a Lands other than Nisga'a Village Lands;
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- e. in paragraphs 99(1)(f) and 218(1)(a) the word "Crown" will include Nisga'a Nation or Nisga'a Village;
 - f. in paragraphs 99(1)(h) and 218(1)(b) the word "municipality" will include Nisga'a Village;
 - g. in paragraph 107(1)(d) the word "enactment" will include any Nisga'a law, and the words "Crown in right of the Province" in respect of a highway, park or public square within Nisga'a Lands will include Nisga'a Nation or a Nisga'a Village but in respect of land covered by water will not include Nisga'a Nation or Nisga'a Village; and
 - h. in subsection 262(1) the word "Act" will include Nisga'a laws, and the word "Crown" will include Nisga'a Nation, and the words "Crown in right of the Province" will include Nisga'a Nation.

CHAPTER 5 FOREST RESOURCES

DEFINITIONS

1. In this Chapter and in Appendix H:

“**agreement under the *Forest Act***” means a major licence or timber sale licence that, before the effective date, provided for the harvesting of timber on Nisga'a Lands;

“**former Nisga'a Indian reserves**” means those lands within Nisga'a Lands that were Nisga'a Indian reserves on the day before the effective date as identified in Appendix A-4, and all Category A lands;

“**forest practices legislation**” means the *Forest Practices Code of British Columbia Act*, the *Forest Act*, or any regulation under those Acts;

“**forest practices**” means timber harvesting and related activities, including silviculture, and road construction, modification, maintenance, and deactivation;

“**forest standards**” means the performance requirements or constraints associated with a forest practice;

“**Forestry Transition Committee**” means the committee established under paragraph 32 of this Chapter;

“**licence**” means an agreement issued by British Columbia, in the nature of a forest licence or a timber sale licence, that provides for the harvesting of timber on Nisga'a Lands during the transition period;

“**Nisga'a Contractor**” means a full phase logging contractor whose operations and direction are effectively controlled by the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen;

“**non-timber forest resources**” means all forest resources other than timber or timber resources;

“**timber**” or “**timber resources**” means trees, whether living, standing, dead, fallen, limbed, bucked, or peeled;

“**transition period**” means the five year period commencing on the effective date; and

“**transition year**” means a one year period commencing on the effective date, or any

anniversary of the effective date, within the transition period.

Interpretation

2. Unless the context indicates otherwise, words and expressions used in this Chapter and in Appendix H that are not defined in this Agreement have the meaning given to them in forest practices legislation.

OWNERSHIP OF RESOURCES

3. On the effective date, the Nisga'a Nation owns all forest resources on Nisga'a Lands.
4. Nisga'a Lisims Government has the exclusive authority to determine, collect, and administer any fees, rents, royalties, or other charges in respect of:
 - a. non-timber forest resources on Nisga'a Lands;
 - b. timber resources referred to in paragraphs 20 and 21; and
 - c. after the transition period, all timber resources on Nisga'a Lands.

APPLICABLE LAWS AND STANDARDS

Forest Practices and Standards

5. During the transition period, forest practices legislation applies to activities and obligations of:
 - a. the holder of an agreement under the *Forest Act* on Nisga'a Lands as if Nisga'a Lands were Crown land; and
 - b. the holder of a licence within the area covered by its forest development plan on Nisga'a Lands as if Nisga'a Lands were Crown land.
6. Nisga'a Lisims Government will make laws in respect of the management of timber resources on Nisga'a Lands, that will take effect on the effective date.
7. Laws made under paragraph 6 do not apply to:
 - a. activities and obligations referred to in paragraph 5; and
 - b. fire control and suppression activities for which British Columbia is responsible

under paragraphs 57 and 59.

8. Laws made under paragraph 6 will include forest standards that meet or exceed forest standards established under forest practices legislation applicable to Crown land, and will include forest standards in respect of the following subject areas if these subject areas are addressed in forest practices legislation:
 - a. riparian management;
 - b. cut block design and distribution;
 - c. road construction, maintenance and deactivation;
 - d. reforestation;
 - e. soil conservation;
 - f. biodiversity;
 - g. hazard abatement, fire preparedness and initial fire suppression;
 - h. silvicultural systems and logging methods; and
 - i. forest health.
9. In a determination of whether forest standards established under paragraph 6 meet or exceed forest standards established under forest practices legislation applicable to Crown land, the subject areas referred to in paragraph 8 will be compared collectively.
10. Forest standards established under paragraph 6 will be deemed to meet or exceed forest standards established under forest practices legislation applicable to Crown land, if they are no more intrusive to the environment than the forest standards applicable to Crown land established under forest practices legislation.
11. Nisga'a Lisims Government may make laws in respect of non-timber forest resources on Nisga'a Lands, including establishing standards to regulate harvesting and conservation of non-timber forest resources, provided that the standards meet or exceed any federal or provincial standards established under legislation to regulate, on private land, the harvesting and conservation of non-timber forest resources.
12. The Parties may negotiate arrangements to achieve coordination and administrative efficiencies in respect of matters such as timber harvesting plans, road building, forest health concerns, forest fire detection and suppression, non-timber forest resources, and the protection of fisheries habitat.

Timber Marking and Timber Scaling

13. Subject to paragraph 14, provincial laws in respect of timber scaling apply to timber harvested on Nisga'a Lands.
14. After the transition period, Nisga'a Lisims Government may make laws compatible with provincial laws in respect of timber scaling.
15. If Nisga'a Lisims Government makes laws under paragraph 14, Nisga'a Lisims Government will, on or before March 31 of each year, provide to British Columbia a report on the volume of timber harvested during the preceding year from Nisga'a Lands, by species, grade, and timber mark.
16. Provincial laws in respect of timber marks apply to timber harvested on Nisga'a Lands.

TIMBER HARVESTING

Timber Harvesting Rates

17. Subject to the cut control provisions in Appendix H, the volume of timber that may be harvested on Nisga'a Lands, other than former Nisga'a Indian reserves, during the nine year period commencing on the effective date, is:
 - a. year 1 165,000 m³;
 - b. year 2 165,000 m³;
 - c. year 3 165,000 m³;
 - d. year 4 165,000 m³;
 - e. year 5 165,000 m³;
 - f. year 6 135,000 m³;
 - g. year 7 135,000 m³;
 - h. year 8 135,000 m³; and
 - i. year 9 130,000 m³.
18. On the effective date, or as soon as is practicable, British Columbia will apportion among the holders of licences the volume of timber to be harvested on Nisga'a Lands, other than former Nisga'a Indian reserves, by the holders of licences during the transition period as follows:

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- a. year 1 155,000 m³;
 - b. year 2 155,000 m³;
 - c. year 3 155,000 m³;
 - d. year 4 135,000 m³; and
 - e. year 5 125,000 m³.
19. During the transition period, the aggregate volume of timber to be harvested by holders of licences from that portion of the *Ksi Hlginx (Ishkheenickh)* watershed that is within Nisga'a Lands will not exceed 210,000 m³.
20. During the transition period, the Nisga'a Nation, subject to this Agreement, may authorize the harvest of the volumes of timber from Nisga'a Lands, other than former Nisga'a Indian reserves as follows:
- a. year 1 10,000 m³;
 - b. year 2 10,000 m³;
 - c. year 3 10,000 m³;
 - d. year 4 30,000 m³; and
 - e. year 5 40,000 m³.
21. In addition to the volumes specified in paragraph 20, the Nisga'a Nation may authorize the harvest of:
- a. any overcut or accumulated undercut volumes of timber determined under and in accordance with Appendix H; and
 - b. timber from former Nisga'a Indian reserves.
22. Nisga'a Lisims Government, in accordance with Nisga'a laws, including any cut control provisions, will authorize the harvest of volumes of timber from Nisga'a Lands for years six through nine after the effective date as follows:
- a. year 6 135,000 m³;
 - b. year 7 135,000 m³;
 - c. year 8 135,000 m³; and
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- d. year 9 130,000 m³.
23. The Nisga'a Nation and British Columbia may negotiate agreements in respect of matters such as the rate of harvest of timber resources on Nisga'a Lands.
24. The Nisga'a Nation will make timber harvested under paragraph 20 and subparagraph 21(a) reasonably available to local mills.

Timber Harvesting Rights Existing Before the Effective Date

25. Except as provided in Appendix H, British Columbia will ensure that on the effective date any portion of:
- a. any agreement under the *Forest Act*; and
 - b. any plan, permit or authorization associated with any agreement under the *Forest Act* that applies to Nisga'a Lands, ceases to be valid.
26. Timber harvesting rights under a licence or permit granted under the Indian Timber Regulations in respect of former Nisga'a Indian reserves expire on the effective date.

Timber Harvesting Rights During the Transition Period

27. British Columbia may enter into a licence with a person who was the holder of an agreement under the *Forest Act* to allow for the harvesting of some or all of that volume of timber on Nisga'a Lands referred to in paragraph 18.
28. A licence referred to in paragraph 27 that replaces a major licence will:
- a. have similar terms and conditions as a non-replaceable forest licence, except that the new licence will expire on the earliest of:
 - i. the date that was specified in the agreement under the *Forest Act*,
 - ii. the end of the transition period, or
 - iii. the cancellation of the licence;
 - b. if the licence replaces a portion of a tree farm licence, provide that the holder of the licence may not harvest timber outside of that portion of Nisga'a Lands that was included in the area of the tree farm licence unless requested to do so by the Forestry Transition Committee; and

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- c. require the holder of the licence to use Nisga'a Contractors under full phase logging contracts in accordance with Appendix H.
29. A licence referred to in paragraph 27 that replaces a timber sale licence will have similar terms and conditions as the licence it replaces, except that the new licence will expire on the earliest of:
- a. the date that was specified in the agreement under the *Forest Act*;
 - b. the end of the transition period; or
 - c. the cancellation of the licence.

Operational Plans and Permits During the Transition Period

30. During the transition period, the operational planning and performance requirements contained in Appendix H apply to timber harvesting and related activities on Nisga'a Lands.
31. Except as set out in this Agreement, British Columbia will not:
- a. approve plans or issue permits under forest practices legislation in respect of Nisga'a Lands; or
 - b. allow the holders of licences to carry out timber harvesting or related activities on Nisga'a Lands.
32. On the effective date, the Nisga'a Nation and British Columbia will establish the Forestry Transition Committee and will each appoint one member to that committee.
33. The Forestry Transition Committee has, in respect of Nisga'a Lands, sole authority to approve, extend or issue, or to exempt the requirement for:
- a. forest development plans and amendments in respect of timber harvesting and related activities to be carried out during the transition period;
 - b. silviculture prescriptions and amendments submitted by the holder of a licence for harvesting proposed for the fourth and fifth years of the transition period;
 - c. all cutting permits and road permits required by the holder of a licence to carry out timber harvesting and related activities during the fifth year of the transition period; and
 - d. all road use permits required during the transition period.
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34. The Forestry Transition Committee may exempt a person from any requirement to comply with operational planning constraints specified in Appendix H.
 35. The Forestry Transition Committee may impose conditions on any exemption referred to in paragraph 33 or 34.
 36. British Columbia has the authority to approve, extend or issue, or to exempt the requirement for, prescriptions and permits referred to in this Agreement that are:
 - a. required by the holder of a licence; and
 - b. not referred to in paragraph 33.
 37. British Columbia may impose conditions on any exemption referred to in paragraph 36.
 38. The Forestry Transition Committee will make its decisions by consensus, and any dispute between the members of the Forestry Transition Committee arising out of the performance of its duties will be finally determined by arbitration in accordance with Appendix H.
 39. The member of the Forestry Transition Committee who acts on behalf of the Nisga'a Nation, or an arbitrator in an arbitration referred to in paragraph 38, will have the same immunities from liability as a district manager under forest practices legislation.

Performance Obligations

40. Notwithstanding paragraph 25, British Columbia will ensure that all obligations in respect of harvested areas and roads constructed on Nisga'a Lands imposed under agreements under the *Forest Act* or the forest practices legislation are fulfilled.
 41. Notwithstanding the expiry, surrender, suspension, or cancellation of a licence, British Columbia will ensure that all obligations imposed under the licence and the forest practices legislation are fulfilled.
 42. British Columbia will fulfill on Nisga'a Lands all obligations imposed under forest practices legislation for the small business forest enterprise program.
 43. The Nisga'a Nation will:
 - a. determine which roads that require deactivation under forest practices legislation will not require deactivation; and
 - b. notify in writing the person responsible for the road that deactivation of the road is not required.
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44. Notice under paragraph 43 will be given as soon as practicable after the person responsible for the road advises the Nisga'a Nation that they intend to deactivate the road.
 45. All roads that are required to be deactivated will be deactivated:
 - a. as soon as practicable after the end of the transition period; or
 - b. if they are required for carrying out silviculture obligations, as soon as practicable after the completion of those obligations.
 46. The Nisga'a Nation will provide access to Nisga'a Lands to holders of agreements under the *Forest Act*, to holders of licences and to British Columbia so that they may fulfill the obligations referred to in paragraphs 40 to 42 and 45.

Compliance and Enforcement

47. During the transition period, British Columbia is responsible for enforcing compliance with forest practices legislation on Nisga'a Lands by holders of agreements under the *Forest Act* and by holders of licences.
 48. British Columbia will ensure that the holders of agreements under the *Forest Act* and the holders of licences comply with the requirements of their agreements and licences.
 49. After the transition period, British Columbia is responsible for enforcing compliance with forest practices legislation on Nisga'a Lands by holders of agreements under the *Forest Act* and by holders of licences for obligations referred to in paragraphs 40 to 42 and 45.
 50. If British Columbia determines that a holder of an agreement or a holder of a licence has contravened forest practices legislation by harvesting timber without proper authority, British Columbia will levy a penalty against the holder equal to:
 - a. British Columbia's determination of the stumpage and bonus bid that would have been payable had the volume of timber been sold under section 20 of the *Forest Act*; and
 - b. twice British Columbia's determination of the market value of logs and special forest products that were, or could have been, produced from the timber.
 51. During the transition period, if a penalty other than a performance penalty is imposed on a person for a contravention of forest practices legislation on or affecting Nisga'a Lands, British Columbia will pay to the Nisga'a Nation an amount equivalent to the portion of that penalty that is imposed in respect of the contravention on or affecting Nisga'a Lands.
 52. During the transition period, if a performance penalty is imposed on a person for a
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contravention of forest practices legislation on Nisga'a Lands, British Columbia will pay to the Nisga'a Nation an amount equivalent to the portion of that penalty that is imposed and collected in respect of the contravention on Nisga'a Lands, less the reasonable costs associated with imposing that penalty.

53. During the transition period, the Nisga'a Nation may commence, or intervene in, an appeal to the Forest Appeals Commission in respect of:
- a. a determination of whether a person has contravened forest practices legislation on or affecting Nisga'a Lands; or
 - b. the determination of whether to impose a penalty referred to in paragraphs 51 and 52 and the amount of that penalty.
54. During the transition period, the powers of the Forest Practices Board set out in forest practices legislation in respect of complaints, audits and special reports apply on Nisga'a Lands to holders of agreements under the *Forest Act* and to holders of licences.
55. During the transition period, the Forest Practices Board will perform an annual audit of compliance with and enforcement of forest practices legislation on Nisga'a Lands.
56. The Nisga'a Nation is responsible for enforcing compliance with laws made under paragraphs 6 and 11.

FOREST FIRES AND FOREST HEALTH

Forest Fire Control and Suppression on Nisga'a Lands

57. During the transition period, British Columbia is responsible for the control and suppression of forest fires on Nisga'a Lands:
- a. to the same extent and in the same manner as it is responsible for the control and suppression of forest fires on Crown land elsewhere in British Columbia; and
 - b. by using the same priority assessment that it uses to assign priority to the control and suppression of forest fires on Crown land elsewhere in British Columbia.
58. During the transition period, Canada will pay the costs incurred by British Columbia in controlling and suppressing forest fires that originate on former Nisga'a Indian reserves on the same basis as would have applied if the former Nisga'a Indian reserves had remained Indian reserves under the *Indian Act*.
59. After the transition period, British Columbia is responsible for control and suppression of forest fires on Nisga'a Public Lands:
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- a. to the same extent and in the same manner as it is responsible for the control and suppression of forest fires on Crown land elsewhere in British Columbia; and
 - b. by using the same priority assessment that it uses to assign priority to the control and suppression of forest fires on Crown land elsewhere in British Columbia.
60. After the transition period, the Nisga'a Nation will be responsible for the control and suppression of forest fires on Nisga'a Village Lands and on Nisga'a Private Lands.
61. After the transition period, the Nisga'a Nation will pay the costs incurred by British Columbia in controlling and suppressing forest fires on Nisga'a Public Lands if the forest fire:
- a. originates on Nisga'a Public Lands and is caused by an act of God or an industrial user authorized by the Nisga'a Nation;
 - b. originates on Crown land and is caused by an act of God;
 - c. originates on private land and is caused by an act of God; or
 - d. originates on Nisga'a Village Lands or on Nisga'a Private Lands.

Forest Health

62. Except for the responsibilities of the holders of licences set out in Appendix H, the Nisga'a Nation is responsible for forest health on Nisga'a Lands.
63. If a forest health problem on Nisga'a Lands threatens forest resources on adjacent Crown land:
- a. British Columbia may notify the Nisga'a Nation of the nature, extent and location of the forest health problem;
 - b. if the Nisga'a Nation receives notice under subparagraph (a), it will, within a reasonable time, take all reasonable measures to mitigate the forest health problem;
 - c. if the Nisga'a Nation does not meet its obligation under subparagraph (b), British Columbia, after providing reasonable notice to the Nisga'a Nation, may enter onto Nisga'a Lands and carry out reasonable measures, consistent with Nisga'a laws made under paragraphs 6 and 11, to mitigate the forest health problem;
 - d. British Columbia will use, to the extent that they are available and qualified, Nisga'a citizens to carry out measures under subparagraph (c); and
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- e. the Nisga'a Nation will reimburse British Columbia for all reasonable costs incurred by British Columbia in carrying out measures under subparagraph (c).
64. If British Columbia becomes aware of forest health problems on Crown land that threaten forest resources on Nisga'a Lands, British Columbia will:
- a. within a reasonable time, take all reasonable measures to mitigate the identified forest health problem; and
 - b. compensate the Nisga'a Nation for any damage to forest resources on Nisga'a Lands that result from its failure to meet its obligation under subparagraph (a).

TIMBER PROCESSING

65. Provincial laws in respect of manufacture in British Columbia of timber harvested from Crown land apply to timber harvested from Nisga'a Lands.
66. The Nisga'a Nation may apply to British Columbia to export timber harvested from Nisga'a Lands.
67. During the transition period, British Columbia will approve an application referred to in paragraph 66 if the application is in accordance with provincial laws and policies.
68. Paragraph 65 does not apply in respect of timber harvested from former Nisga'a Indian reserves during the transition period.
69. Timber harvested from former Nisga'a Indian reserves during the transition period may be exported in accordance with federal laws as if the timber had been harvested from a "reserve" as defined in the *Indian Act*.
70. The Nisga'a Nation, a Nisga'a Village, or a Nisga'a Corporation will not establish a primary timber processing facility for 10 years after the effective date.
71. Paragraph 70 does not preclude the Nisga'a Nation, a Nisga'a Village, or a Nisga'a Corporation from:
- a. establishing a timber processing facility to provide lumber for use by the Nisga'a Nation, a Nisga'a Village, Nisga'a Institutions, a Nisga'a Corporation, or Nisga'a citizens for residential or public purposes;
 - b. conducting value-added timber processing; or
 - c. entering into any partnership or joint venture with the owner of an existing timber processing facility.
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ECONOMIC CONSIDERATIONS

Same Economic Position

72. British Columbia, in accordance with Appendix H, will make payments to the Nisga'a Nation in respect of timber harvested by holders of licences during the transition period.

Restoration

73. British Columbia and Canada recognize that the present and anticipated efforts of the Nisga'a Nation to restore watersheds within the Nass Area are consistent with the objectives of Forest Renewal British Columbia.
74. The Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen may apply for funding for restoration of Nisga'a Lands under federal, provincial, or Crown corporation programs, in accordance with requirements and guidelines of those programs.

FOREST RESOURCES OUTSIDE NISGA'A LANDS

Forest Management

75. Canada or British Columbia will provide the Nisga'a Nation, through the Joint Fisheries Management Committee and the Wildlife Committee, the information concerning forest development plans applicable to all or part of the Nass Area that is provided to the ministries or departments of Canada and British Columbia participating on those committees.

Forest Tenures

76. British Columbia agrees in principle to an acquisition by the Nisga'a Nation of a forest tenure or tenures having an aggregate allowable annual cut of up to 150,000 m³.
77. An acquisition referred to in paragraph 76 will require approval by the Minister of Forests in accordance with the *Forest Act*.
78. The Minister of Forests supports, and will approve, an acquisition referred to in paragraph 76 if the Minister is satisfied that:
- a. there has been a public process, in accordance with Ministry policy on tenure transfers and corporate concentration, that identifies public interests in relation to those matters; and
 - b. the tenure or tenures contain terms and conditions that address local employment

and economic opportunities, including those in the Nass Area, and regional fibre supply needs.

79. In addition to the requirements set out in paragraphs 77 and 78, if the tenure to be acquired by the Nisga'a Nation is a Tree Farm Licence, the approval of the Minister of Forests will be conditional upon the agreement by the Nisga'a Nation to the inclusion of a portion of Nisga'a Lands as Schedule A Lands within the Tree Farm Licence.
80. The portion of Nisga'a Lands to be included as Schedule A Lands within a Tree Farm Licence will be:
- a. negotiated at the time of the Tree Farm Licence acquisition; and
 - b. based on appropriate management considerations.
81. Nothing in this Agreement limits the ability of the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen to acquire a forest tenure under the *Forest Act*.
82. A forest tenure referred to in paragraph 76 or 81 that is acquired by the Nisga'a Nation, a Nisga'a Village, a Nisga'a Corporation, or a Nisga'a citizen, is subject to federal and provincial laws of general application.