



**HAIDA GWAI**  
**STRATEGIC LAND USE AGREEMENT**

BETWEEN

**The Indigenous People of Haida Gwaii**  
as represented by  
**The Council of the Haida Nation**  
(the "Haida")

AND

**The Province of British Columbia**  
(the "Province")  
as represented by  
**The Minister of Agriculture and Lands**  
(Each a "Party" and collectively the "Parties")

**September 13, 2007**

## WHEREAS:

- a) A community-based, strategic land use planning process, involving a community planning forum and jointly chaired by the Parties, was initiated for the Haida Gwaii (Queen Charlotte Islands) in September of 2003;
- b) The planning process was based on two protocol agreements signed in April of 2001, in which the Province and the Haida committed to: i) cooperative development of a strategic land use plan, guided by an ecosystem based management (EBM) framework; and ii) a government-to-government process for attempted resolution of the outstanding matters agreed upon by the Parties;
- c) The planning process ended in February 2005 and the recommendations of the community planning forum were forwarded to the Parties for further consideration;
- d) The Parties signed a May 11, 2005 Letter of Understanding that included a commitment to develop and implement a "new approach to land use planning," building on the previous work already done in the land use planning process (including discussions related to EBM), maintaining the interests of the island community, connecting land and resources to community viability, and reaching completion in a timely manner;
- e) The Parties initialled a Draft Agreement on May 29, 2007 for discussion and have since agreed to make changes that are set out in this Land Use Agreement;
- f) The Parties are committed to fostering a respectful and coordinated working relationship on Haida Gwaii;
- g) The Parties acknowledge that they are engaged in other discussions that are expected to result in new arrangements for land and resource decision-making and management.

## THE PARTIES AGREE AS FOLLOWS:

### 1.0 Definitions

In this Agreement and any Attachments:

- A. "**Detailed Strategic Plan**" or "**Detailed Strategic Planning**" means a plan or planning process, respectively, that is jointly developed by the Parties pursuant to this Land Use Agreement for landscapes, watersheds and other areas with content that is consistent with ecosystem based management objectives, including stream restoration objectives;
- B. "**EBM Objectives**" means the management objectives set out in Attachment B;



- C. **“Ecosystem Based Management”** (herein “EBM”) on Haida Gwaii means an adaptive, systematic approach to managing human activities, that seeks to ensure the co-existence of healthy, fully functioning ecosystems and human communities;
- D. **“Land Use Zone”** means an area of land as shown and described in Attachment A that has assigned values, uses and management provisions that are distinct from adjacent areas;
- E. **“Land Use Agreement”** means this Strategic Land Use Agreement, and any future amendments subsequently agreed upon by the Parties;
- F. **“Operating Area”** means the Operating Area, as shown on Attachment A, identified for continued resource development and management activities, including forest harvesting and forest management in accordance with ecosystem based management objectives;
- G. **“Special Value Area”** means the Special Value Area, as shown on Attachment A, identified as 100% (percent) forest retention for critical nesting habitat for goshawk, great blue heron, and saw-whet owl; and
- H. **“New Protected Area”** means the New Protected Area, as shown on Attachment A, identified for ecological and cultural conservation, spiritual and recreational purposes.

## 2.0 Purpose

- 2.1 This Land Use Agreement is intended to address the outcomes of the Haida Gwaii land use planning process recommendations, and to amend and finalize the draft government-to-government Agreement initialed by the Parties on May 29, 2007 respecting strategic land use on Haida Gwaii.
- 2.2 This Land Use Agreement is intended to confirm strategic land use zones and EBM Objectives and provide a framework for its collaborative implementation by the Parties, including:
  - a) The use of interim and permanent protection measures;
  - b) The analysis, testing, subsequent verification, and establishment of land use objectives implementing EBM; and
  - c) The establishment of appropriate management structures, including structures to oversee the implementation of EBM on Haida Gwaii.

## 3.0 Parts of this Land Use Agreement

- 3.1 This Land Use Agreement includes sections 1.0 to 10.0 and the following attachments:
  - a) Attachment A – Land Use Zones and Attributes;
  - b) Attachment B – EBM Management Objectives;
  - c) Attachment C – Map of Monumental, Archaeological and Cultural Cedar



Forest Resource Value Areas;

- d) Attachment D – Map of Marbled Murrelet Nesting Habitat Areas;
- e) Attachment E – Structures for Implementing the Agreement.

3.2 The attachments to this Land Use Agreement are an integral part of this Agreement, as if set out at length in the body of this Land Use Agreement.

#### **4.0 Land Use Zones**

4.1 The Parties agree to the New Protected Areas, Operating Areas, and Special Value Areas as shown on Attachment A.

4.2 The Haida have designated the New Protected Areas and Special Value Areas as Haida Natural, Cultural and Spiritual Areas, and will maintain these areas in accordance with their laws, policies, customs, traditions and decision making processes.

4.3 Upon signing this Land Use Agreement, Provincial representatives will initiate the following actions for the New Protected Areas and Special Value Areas shown in Attachment A:

- a) Establish (where none exist) and continue Part 13 designations under the *Forest Act*, for a period of two years from the date of signing of the Agreement;
- b) Establish (where none exist) and continue “no registration reserves” under the *Mineral Tenure Act*, “no disposition reserves” under the *Coal Act*, and notices for “no disposition” under the *Petroleum and Natural Gas Act* and *Geothermal Resources Act*, for a period of two years from the date of signing of the Agreement;
- c) Establish (where none exist) and continue “withdrawals from disposition” under the *Land Act*, for a period of two years from the date of signing of the Agreement; and
- d) The use of Detailed Strategic Planning to determine more precise locations and final designations for the Special Value Areas, including:
  - i) Wildlife Habitat Areas and General Wildlife Measures in accordance with *Forest and Range Practices Act*;
  - ii) Old Growth Management Areas in accordance with *Land Use Objectives Regulation*;
  - iii) Traditional forest resources/features in accordance with *Land Use Objectives Regulations* or the *Forest and Range Practices Act*; and
  - iv) Other management area designations available to address critical habitat for threatened or endangered species, including the *Government Action Regulation*.

4.4 The level of forest retention for the Special Value Areas shown in Attachment A is 100%.



- 4.5 Upon signing this Land Use Agreement, Provincial representatives will initiate the following actions for the areas identified as having monumental, archaeological and cultural cedar forest resource value to the Haida (shown in Attachment C), and marbled murrelet nesting habitat value (shown in Attachment D):
- a) Continue Part 13 designations for the areas shown in Attachments C and D under the *Forest Act* for a period of two years from the date of signing of the Agreement; and
  - b) Complete Detailed Strategic Planning to determine more precise boundaries and establish legal land use objectives for the areas shown in Attachments C and D, to determine the level of forest harvesting consistent with maintenance of monumental, archaeological and cultural cedar forest resource values and marbled murrelet values.

## **5.0 Ecosystem Based Management (EBM) Objectives**

- 5.1 The EBM Objectives identified in Attachment B through collaborative planning will be used to guide forest planning and related harvesting activities in the Operating Area shown on Attachment A.
- 5.2 Components of the EBM Objectives in Attachment B will be the subject of further analysis and development by the Parties into land use objectives that will be established by the Province in accordance with the *Land Use Objectives Regulation* made under the *Land Act*.
- 5.3 The Haida will establish the EBM Objectives in accordance with their laws, policies, customs, traditions and decision making processes.

## **6.0 Social and Economic Considerations**

- 6.1 In consideration of its potential socio-economic and community implications, the Parties commit to achieving an initial timber harvest opportunity of no less than 800,000 m<sup>3</sup>/year through the implementation of this Land Use Agreement.
- 6.2 The Parties agree to assess the Land Use Zones as shown in Attachment A during detailed strategic planning and implementation of this Land Use Agreement, to determine any additional means of achieving the ecological, cultural, social and economic considerations reflected in this Agreement.
- 6.3 The Parties agree to develop a process that will inform the determination of the long-term timber supply for Haida Gwaii.

## **7.0 Implementation Structures**

- 7.1 Upon the effective date of this Land Use Agreement, the Parties will establish the structures for implementation and monitoring of this Agreement, including implementation of EBM as outlined in Attachment E.



## **8.0 Implementation**

- 8.1 This Land Use Agreement will be implemented by the Haida in accordance with their laws, policies, customs, traditions and their decision making processes and authorities.
- 8.2 This Agreement will be implemented by the Province in accordance with its laws, policies, and decision making processes and authorities.
- 8.3 The Parties will collaborate in the finalization of New Protected Area boundaries. The boundaries will exclude, where possible, existing mineral tenures, areas with high mineral potential, and ecotourism lodges and provide for their access. Where required, the Parties will consider provision for corridors to access future power development and to prevent isolation or cut-off of adjacent land and resource tenures.
- 8.4 The Parties will collaborate in the development of management agreements and plans for New Protected Areas.
- 8.5 The Parties will collaborate in the development of marine foreshore and nearshore planning to address uses and activities compatible with New Protected Areas.
- 8.6 The Parties will collaborate in the development of Detailed Strategic Plans to determine the most appropriate designations and specific boundaries for the Special Value Areas shown in Attachment A, and to test adapt (where necessary) and apply the EBM objectives identified in Attachment B.
- 8.7 Upon signing of this Land Use Agreement, the Parties will formulate a joint work plan and collaborate on the achievement of the following tasks:
  - a) Resolution of final, detailed boundaries for New Protected Areas;
  - b) Establishment of an implementation monitoring committee and EBM working group;
  - c) Management planning for New Protected Areas and associated foreshore and nearshore planning);
  - d) Detailed Strategic Planning and adapting (where necessary) of the EBM Objectives in this Land Use Agreement;
  - e) Negotiation of collaborative management agreements for New Protected Areas;
  - f) Legal designation of the New Protected Areas;
  - g) Establishment of land use objectives for forest management under provincial statute and delete Part 13 areas;
  - h) Designation of the Special Value Areas under the appropriate Provincial legislative mechanisms; and
  - i) Completion of New Protected Area management planning and associated marine foreshore and nearshore planning.



8.8 The Parties acknowledge that the successful implementation of this Land Use Agreement depends on the dedication of adequate human and financial resources to cooperatively undertake the activities described in this Agreement.

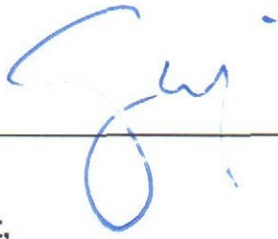
### **9.0 Term of Agreement**

- 9.1 This Land Use Agreement takes effect on the date that it is signed by the Parties (“effective date”).
- 9.2 On the effective date, the Parties will each name a contact, to be jointly responsible for overseeing the implementation activities identified in this Land Use Agreement and the preparation of detailed work plans and budget for approval by the Parties.
- 9.3 The Parties may agree to initiate the review of this Land Use Agreement, including its attachments, upon written request by either Party

### **10.0 General Provisions**

- 10.1 This Land Use Agreement is not a treaty or a lands claims agreement within the meaning of section 25 and 35 of the *Constitution Act, 1982* and does not define, amend, recognize, affirm, deny or limit the aboriginal rights, aboriginal title, or treaty rights of the Haida Nation.
- 10.2 Except as the Parties may otherwise agree in writing, this Land Use Agreement will not limit or prejudice the positions that either Party may take in future negotiations or court actions.
- 10.3 This Land Use Agreement does not change or affect the positions either Party has, or may have, regarding its jurisdiction, responsibilities and/or decision-making authority, nor is it to be interpreted in a manner that would affect or unlawfully interfere with that decision-making authority.
- 10.4 Nothing in this Land Use Agreement limits or defines the consultation and accommodation obligations between the Haida and the Province.

This Land Use Agreement signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by:



\_\_\_\_\_  
**Guujaaw**  
**President,**  
**Council of the Haida Nation**



\_\_\_\_\_  
**Honourable Gordon Campbell**  
**Premier,**  
**Province of British Columbia**

The signing of this Land Use Agreement witnessed by:



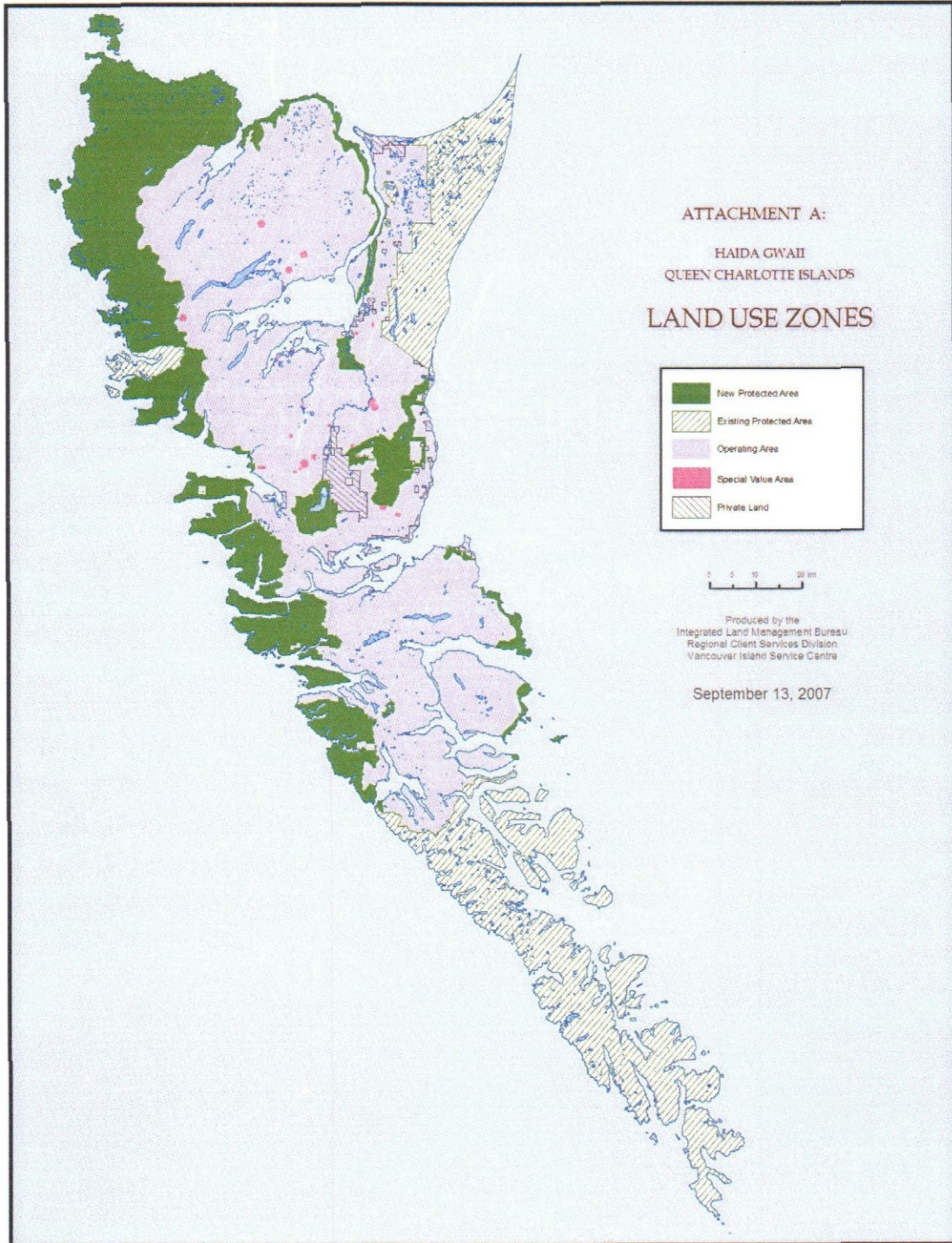
\_\_\_\_\_  
**Arnie Bellis**  
**Vice President,**  
**Haida Nation**



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**Honourable Pat Bell**  
**Minister of Agriculture and Lands,**  
**Province of British Columbia**



ATTACHMENT A  
LAND USE ZONES AND ATTRIBUTES



## LAND USE ZONE ATTRIBUTES

### **NEW PROTECTED AREAS**

- Areas set aside for ecological and cultural conservation, spiritual and recreational purposes.
- Areas maintained for benefit, education and enjoyment of present and future generations.
- Provision to be made in the finalization of boundaries for exclusion, where possible, of existing mineral tenures, areas with high mineral potential, and ecotourism lodges and for their access.
- Provision to be made in the finalization of boundaries for corridors, where required, to access future power development and to prevent isolation or cut-off of adjacent land and resource tenures.

### **OPERATING AREAS**

- Areas identified for continued resource development and management activities, including forest harvesting and forest management in accordance with Ecosystem Based Management Objectives.
- Provision for non-forestry resource and land development.
- Provision to be made for continuation of existing industrial access routes, and for establishment of new routes where required to access resource and land tenures.

### **SPECIAL VALUE AREAS**

- Areas identified as having value as areas of critical nesting habitat for goshawk, great blue heron, and saw-whet owl.
- Provision to be made in the finalization of boundaries for corridors, where required, to access future power development and to prevent isolation or cut-off of adjacent land and resource tenures.
- The amount of forest retention in Special Value Areas is 100%.



## ATTACHMENT B

### ECOSYSTEM BASED MANAGEMENT OBJECTIVES FOR HAIDA GWAII

#### Part I

##### **1.0 GENERAL**

- 1.1 The Parties acknowledge flexibility may be required in developing or implementing Ecosystem Based Management (EBM) Objectives in situations where:
  - a) The landscapes to which the proposed EBM Objectives apply have already been altered to a significant extent; and
  - b) There is an emerging or previously unforeseen imbalance between environmental, cultural and socio-economic conditions.
- 1.2 Accordingly, these EBM Objectives may incorporate a “default target”, a “risk-managed target” or both, as currently set out in this document.
- 1.3 Either Party or any third party can propose that an operational plan utilize the “risk-managed target” in accordance with the provisions set out in these EBM Objectives (Attachment B).
- 1.4 Where a third party proposes to utilize a risk managed target, the Parties will review the request based on the following requirements:
  - a) The resource value that is being risk managed must be protected or sustained;
  - b) Adaptive Management principles are applied;
  - c) The purpose for taking the risk managed approach warrants consideration.

##### **2.0 RELATIONSHIP BETWEEN THE PARTIES**

- 2.1 The Parties will implement these EBM Objectives in accordance with any results arising from the shared decision-making discussions being undertaken between the Parties. Decisions will be made on the basis of the Parties obtaining all appropriate and adequate information, in order to make an informed decision.

##### **3.0 RELATIONSHIP WITH FOREST TENURE HOLDERS**

- 3.1 Prior to the implementation of the legal objectives, the Province will work with the Haida to enable forest tenure holders and BC Timber Sales to work towards, on a voluntary basis, implementation of the EBM Management Objectives.

3.2 The Parties will engage in discussions with forest tenure holders to facilitate cooperation and the sharing of appropriate and adequate information.

#### **4.0 AMENDMENT**

4.1 These EBM Objectives may be amended by mutual agreement of the Parties. All amendments must be consistent with EBM principles and address the following criteria:

- a) Protection of Haida cultural heritage values;
- b) Maintenance of ecological integrity and socio-economic balance over the long term;
- c) Provision for corrective measures if future monitoring indicates loss of important cultural or ecological values.



## Part II

### 1.0 MANAGEMENT OBJECTIVES

#### 1.1 Class of Management Objective: Haida traditional forest resources and traditional heritage features.

Objective	Measure/Indicator	Targets	Comments/Management Considerations
Identify and maintain Haida traditional forest resources.	Preparation and implementation of stewardship strategies for Haida traditional forest resources.	Maintain traditional forest resources in sufficient amounts to support Haida Food Social and Ceremonial use of the forest.	Province to work with Haida to prepare Detailed Strategic Plans to identify and maintain adequate traditional forest resources.  Harvest strategies within areas shown on Attachment C will be designed to maintain the integrity of traditional cedar forest resources.
Identify and protect Haida traditional heritage features.	Number of identified Haida Nation traditional heritage features and sites protected.	Discussions with the Haida in accordance with Section 2 are required before traditional heritage features and sites are altered or removed.	Include a management zone sufficient to maintain the integrity of the feature or site.  Province to work with Haida to prepare Detailed Strategic Plans to reserve traditional heritage features.

## 1.2 Class of Management Objective: Monumental Cedar.

Objective	Measure/Indicator	Targets	Comments/Management Considerations
Identify and maintain Monumental Cedar for Haida cultural use.	Number of identified Monumental Cedar reserved or provided to Haida.	Sufficient volume and quality to support Haida present and future cultural use.	<p>"Monumental Cedar" is defined as a visibly sound red or yellow cedar tree that is greater than 100cm dbh and has a log 7 metres or longer above the flare with at least one face that is suitable for cultural use. This definition may be refined to better reflect the requirements for Monumental Cedar.</p> <p>Identify the location and abundance of Monumental Cedar during timber reconnaissance, cruise and engineering operational planning phases, and seek to identify key areas of potential during Detailed Strategic Planning.</p> <p>Criteria for the consideration of alteration or removal of Monumental Cedar will be developed by the Parties.</p>
	Measure/Indicator	Targets	Comments/Management Considerations
Sustain stands of Monumental Cedar.	<p>Hectares of stands with confirmed presence of Monumental Cedar protected.</p> <p>Hectares of stands with a high probability of producing Monumental Cedar protected.</p>	Maintain an ongoing supply of Monumental Cedar in sufficient amount to support Haida Social and Ceremonial use.	<p>Stands containing Monumental Cedar may be confirmed through Detailed Strategic Plans or operational planning. Licensees should map and reserve those stands from harvest, including a management zone and appropriate boundary.</p> <p>Reserves may be formally designated in old growth reserves or incorporated in other landscape and watershed reserves.</p> <p>Areas outlined in Attachment C will be assessed through Detailed Strategic Planning to determine their suitability as Monumental Cedar reserves.</p> <p>Wherever possible a Monumental Cedar reserve should overlap other landscape level reserves.</p>



**1.3 Class of Management Objective: Western yew, western red and yellow cedar.**

Objective	Measure/Indicator	Targets	Comments/Management Considerations
Retain cedar and yew within harvest units.	Abundance, size and age of cedar and yew retained in harvest units.	<p>Aggregate retention patches; retain cedar in a range of diameters and abundance generally representative of the pre-harvest stand.</p> <p>100% retention of yew except where alteration or harvesting is required for road access, other infrastructure or to address a safety concern.</p>	<p>Use timber reconnaissance and cruise data to design aggregate retention patches to maintain cedar.</p> <p>In landscapes and watersheds where cedar is significantly reduced below the natural profile, retention should focus on maintaining a higher representation of old and mature cedar.</p>
Maintain a supply of cedar and yew for cultural/social purposes in the bioregion.	Hectares available and managed for Haida cultural / ceremonial use.	<p>Maintain a supply of cedar and yew in sufficient amounts to support Haida Social and Ceremonial use.</p> <p>Discussions with the Haida required to determine target.</p>	<p>Areas outlined on Attachment C will be assessed through Detailed Strategic Planning to determine their suitability as cedar stewardship areas.</p> <p>Specific harvest strategies will be developed within cedar stewardship areas in order to maintain integrity of cedar values.</p> <p>Ensure a natural abundance of cedar and yew is maintained to "free to grow" in harvested areas.</p>

#### 1.4 Class of Management Objective: Culturally modified trees (CMTs).

Objective	Measure/Indicator	Targets	Comments/Management Considerations
Identify and protect culturally modified trees.	Number of individual CMTs protected.	<p>Default target: 100%</p> <p>Risk managed target: Discussions with the Haida are required in accordance with Section 2</p>	<p>A culturally modified tree (CMT) is a tree that has been modified by Haida people as part of their cultural use of the forests.</p> <p>CMTs that are reserved will have a management zone sufficient to maintain the integrity of the feature.</p> <p>CMTs and associated windfirm buffer will become a component of stand-level retention.</p> <p>Criteria for alteration or removal of CMTs will be developed by the Parties.</p>
Reserve culturally modified tree areas.	Number of CMT Areas protected and placed in long-term reserves.	<p>Default target: 100%</p> <p>Risk managed target: Discussions with the Haida in accordance with Section 2</p>	<p>A "CMT Area/Archeological forest" is where more than 3 CMTs are all found in close proximity to one another, and includes a management zone of sufficient width to maintain the integrity of the CMT Area.</p> <p>Areas outlined in Attachment C will be assessed through Detailed Strategic Planning to determine suitability as CMT Areas. Specific harvest strategies will be developed to maintain the integrity of CMT values.</p> <p>CMT Areas reserved from harvest will be designated within "Old Growth Management Areas" (OGMAs), in-stand retention or other landscape and watershed reserves.</p> <p>Designation of CMT Areas may require adjustment to accommodate other landscape level reserves.</p>



**1.5 Class of Management Objective: Aquatic habitats.**

Objective	Measure/Indicator	Targets	Comments/Management Considerations
<p>Maintain and / or restore water quality and quantity within the natural range of variability in identified sensitive watersheds.</p>	<p>“Equivalent Clearcut Area “(ECA) within the forested land base in each watershed.</p>	<p>Default: 20% Risk-Managed: Based on CWAP or Watershed Sensitivity Assessment.</p>	<p>Risk managed proposals should be developed cooperatively with the Parties.</p> <p>Initial sensitive watersheds are: Ain, Awun, Bonanza, Copper, Davidson, Deena, Mamin, Mathers, Naden, Riley and some sub-basins of the Yakoun watersheds (Lower Yakoun, Canyon, Upper Yakoun, Phantom, Ghost, King, Gold, Florence).</p> <p>Additional sensitive watersheds to be considered during Detailed Strategic Planning.</p> <p>Further analysis of ECA will be completed prior to development of legal objectives.</p>

Objective	Measure/Indicator	Targets	Comments/Management Considerations
Maintain the natural ecological function of high value fish habitat.	Per cent reduction in the natural amount of old riparian forest within 2.0 tree lengths of streams, lakes, wetlands and estuaries classified as high value fish habitat.	Default: 0% Risk-managed: 5%	<p>Buffer widths may vary +/- 0.5 tree heights to address site specific values, including critical habitat for Species at Risk not otherwise reserved.</p> <p>Detailed Strategic Plans should consider the recruitment of second growth riparian forest to restore functional riparian forest in areas previously harvested.</p> <p>High value fish habitat means critical* spawning and rearing areas for anadromous and non anadromous fish including:</p> <p>a) estuaries (including eel grass beds, and salmonid rearing areas);</p> <p>b) wet flood plains (including main channel salmonid spawning habitats, and off channel habitat used for rearing and spawning);and</p> <p>c) marine interface areas (including, shallow intertidal areas, kelp beds, herring spawn areas, and other nearshore habitats used by marine invertebrates for reproduction and rearing).</p> <p><i>*The Parties agree to further develop, refine and adapt the definition of "critical" as appropriate for Haida Gwaii during Detailed Strategic Planning.</i></p>
Maintain the natural ecological function of S1-S3 streams, lakes, marsh and fen wetlands not classified as high value fish habitat.	% reduction in the natural amount of mature or old riparian forest within 1.5 tree lengths of feature.	Default: 10%  Risk-managed:20 %	<p>Buffer widths may vary +/- 0.5 tree heights to address site specific values, including critical habitat for Species at Risk not otherwise reserved.</p> <p>Recruit functional riparian forest in areas previously harvested.</p> <p>Minimum size of lakes marshes and fen wetland (0.25 – 1.0 ha) to be developed through further analysis.</p>
Retain Active Fluvial Units.	% reduction in the natural amount of mature plus old riparian forest within 1.5 tree lengths from the outer edge of Active Fluvial Units.	Default: 10%  Risk-managed: 20%	<p>Buffer widths may vary +/- 0.5 tree heights to address site specific values, including critical habitat for Species at Risk not otherwise reserved.</p> <p>"Active Fluvial Units" are defined as all active floodplains where water flows overland in a normal flood event, and includes low and medium bench and the hydro-geomorphic riparian zone of all active fans.</p> <p>Recruit functional riparian forest in areas previously harvested.</p>



Objective	Measure/Indicator	Targets	Comments/Management Considerations
Maintain the natural ecological function of upland streams.	% reduction in the natural amount of Functional Riparian Forest.	Default: 30%  Risk-Managed: Based on CWAP or Watershed Sensitivity Assessment.	<p>“Functional Riparian Forest” is defined as forest that has reached “Hydrologically Effective Greenup” (HEG), and also contains some large trees adjacent to streams for recruitment of “Large Organic Debris” (LOD).</p> <p>Upland streams are defined as Class 4 to 6 streams that have a slope greater than 5%. Retention should be designed to encompass:</p> <ul style="list-style-type: none"> <li>a) streams with unique microclimate;</li> <li>b) streams with other rare ecological or geomorphological characteristics, including high-density; and</li> <li>c) first-order streams.</li> </ul>
Retain forested swamps.	% reduction in the natural amount of mature plus old riparian forest within 1.5 tree lengths of forested swamps.	Watershed Target Default: 30% Risk-managed: 40%	<p>Buffer widths may vary +/- 0.5 tree heights to address site specific values, including critical habitat for Species at Risk not otherwise reserved.</p> <p>“Forested Swamps” means a forested mineral wetland or forested peatland with standing or gently flowing nutrient rich water in pools or channels and the water table is usually at or near the surface of the wetland or peatland. It does not include poorly drained areas transitional to uplands where:</p> <ul style="list-style-type: none"> <li>a) folisolic growing substrate (i.e. folic material derived from the litter of trees and lesser vegetation of upland sites) occupies 50% or more of the site area; or</li> <li>b) hydromorphic organic matter (organic material accumulated under saturated conditions) and wetland species hydrophytes occupy less than 50% of the site area.</li> </ul> <p>Recruit functional riparian forest in areas previously harvested.</p> <p>Minimum size of forested swamps (0.25 – 1.0 ha) to be developed through further analysis.</p>

## 1.6 Class of Management Objective: Biodiversity.

Objective	Measure/Indicator	Targets	Management Considerations
Maintain representation of common and very common old forest ecosystems in the bioregion.	Proportion (%) of each very common and common site series by BEC variant that exists in natural old growth condition.	Bioregion target: Maintain greater than 30% of the natural proportion of old forest within each site series/BEC variant.	<p>Allocation of higher management targets to specific landscapes and watersheds may be done during development of Detailed Strategic Plans.</p> <p>Site series (or their surrogates) and site series groupings, the natural proportion of old forest in each site series, and the ages that each site series are considered old, will be defined by the Parties.</p>
Maintain representation of modal, rare and very rare old forest ecosystems in the bioregion.	Proportion (%) of each modal, uncommon and rare site series by BEC variant that exists in natural old growth condition.	Bioregion target: Maintain greater than 70% of the natural proportion within each site series/BEC variant.	<p>The standard for assessing site series is the best available of "Predictive Ecosystem Mapping" (PEM), "Terrestrial Ecosystem Mapping" (TEM) or forest cover/"Biogeoclimatic Ecosystem Classification"(BEC) surrogate, whichever is available for the area of interest (i.e. the landscape unit or watershed).</p> <p>Targets for old forest retention or recruitment outside of protection areas may be met through: old growth stands outside the "Timber Harvesting Land Base" (THLB); retention within harvested stands; spatial/temporal scheduling of forestry activities; and zoning of "Old Growth Management Areas" (OGMAs).</p> <p>Further analysis of old forest representation targets will be completed prior to development of legal objectives.</p> <p>Where there is less than the bioregion area target for a site series, design recruitment strategies to meet the target within 250 years.</p> <p>Design OGMAs to address old seral objectives, whether on or off the THLB, to protect critical habitat for "Species At Risk" (SAR) and regionally important wildlife including:</p> <ul style="list-style-type: none"> <li>a) Northern Goshawks (nesting areas and post fledgling habitat);</li> <li>b) Black bear den sites;</li> <li>c) Marbled Murrelets, Great Blue herons, Saw Whet owls (nesting habitat).</li> </ul>



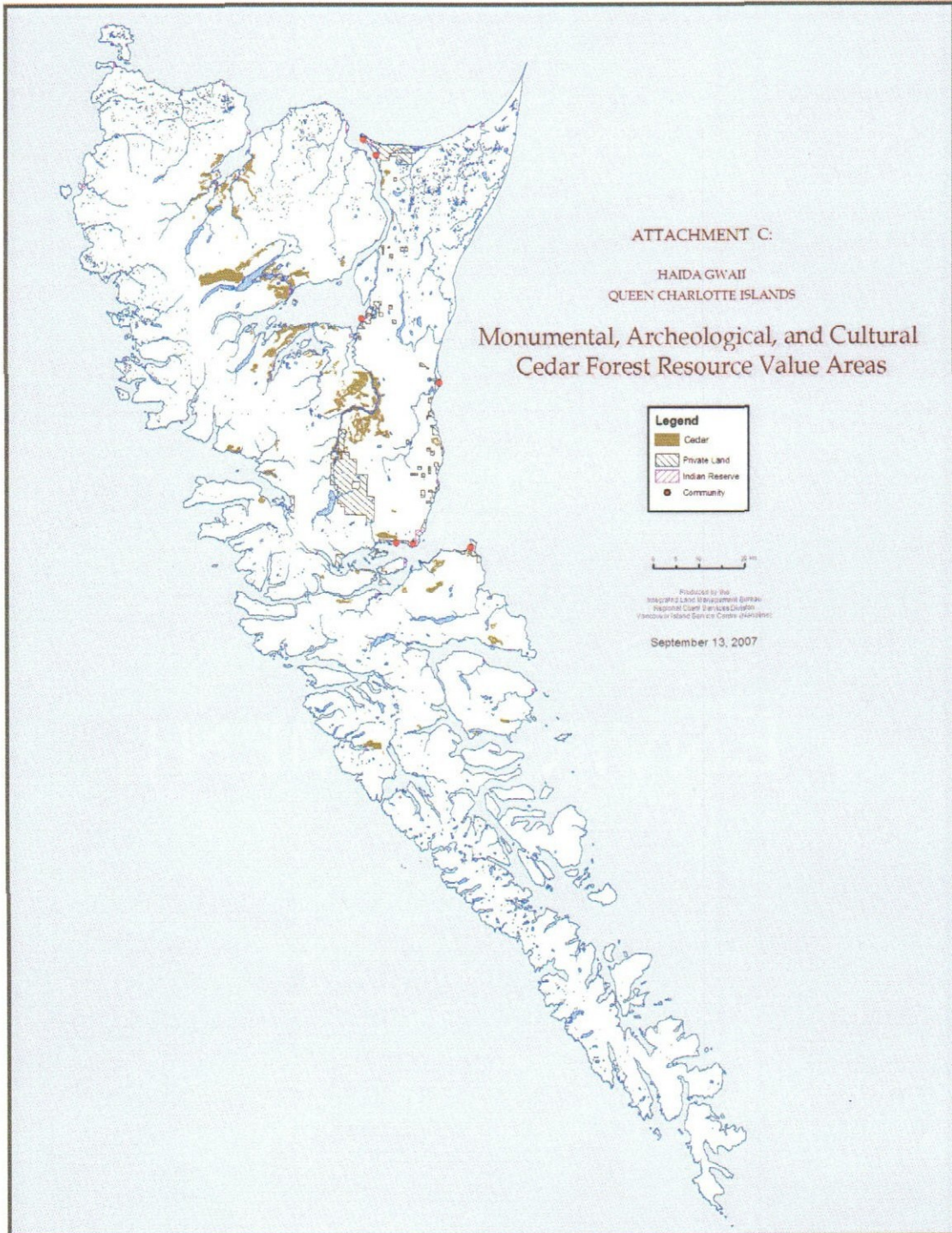
Objective	Measure/Indicator	Targets	Management Considerations
Identify and protect red-listed plant communities.	% reduction of individual red listed plant communities identified by the Parties.	Default: 0% Risk managed: 5%	<p>Default target should only be exceeded if required for access or safety.</p> <p>The standard for assessing/measuring site series is the best of PEM, TEM or BEC/forest cover, whichever is available.</p> <p>Existence of red listed plant communities on the ground should be confirmed prior to operations commencing.</p> <p>List of red-listed plant communities to be developed through Detailed Strategic Planning.</p>
Identify and protect selected blue-listed plant communities.	% reduction of the blue-listed plant communities identified by the Parties.	Default: 0% Risk Managed: 30%	<p>The standard for assessing / measuring site series is the best of PEM, TEM or BEC / forest cover, whichever is available.</p> <p>Existence of blue listed plant communities on the ground should be confirmed prior to operations commencing.</p> <p>List of blue-listed plant communities to be developed through Detailed Strategic Planning.</p>

**1.7 Management Objective: Wildlife habitat.**

Objective	Measure/Indicator	Targets	Management Considerations
Identify and protect black bear den sites.	Number of den sites protected.	Default: 100%.	<p>Include a windfirm management area of 1ha.</p> <p>Bear dens are sites which show evidence of current or past use by bears.</p> <p>Criteria for alteration or removal of den sites include:</p> <p>a) where alteration or removal is required for access, or</p> <p>b) where retention of all den sites would make harvesting the cutblock economically unviable.</p> <p>Retain suitable structure in cutblocks for retention and recruitment of denning habitat through time.</p> <p>Manage for old growth recruitment in second growth forests and identify potential Western Red cedar and Cypress trees as future dens.</p>
Maintain Marbled Murrelet nesting habitat.	Alteration of Class 1 and 2 habitat by landscape unit.	<p>Default: Maximum 10 % alteration of class 1</p> <p>Default: Maximum 30% alteration of class 2</p>	<p>Retain habitat through protected areas, landscape level reserves, and the use of alternative silviculture systems.</p> <p>Areas outlined in Attachment D will be assessed through Detailed Strategic Planning to determine suitability as Marbled Murrelet nesting habitat. Specific harvest strategies will be developed to maintain the integrity of Marbled Murrelet nesting values.</p> <p>Spatial location of nesting habitat to be retained within the Operating Area shown in Attachment A will be defined through Detailed Strategic Planning and analysis.</p>
Identify and protect goshawk nesting sites.	Number of nest sites protected.	Default: 100%	Protect known northern goshawk nest sites within a reserve of approximately 200 hectares.

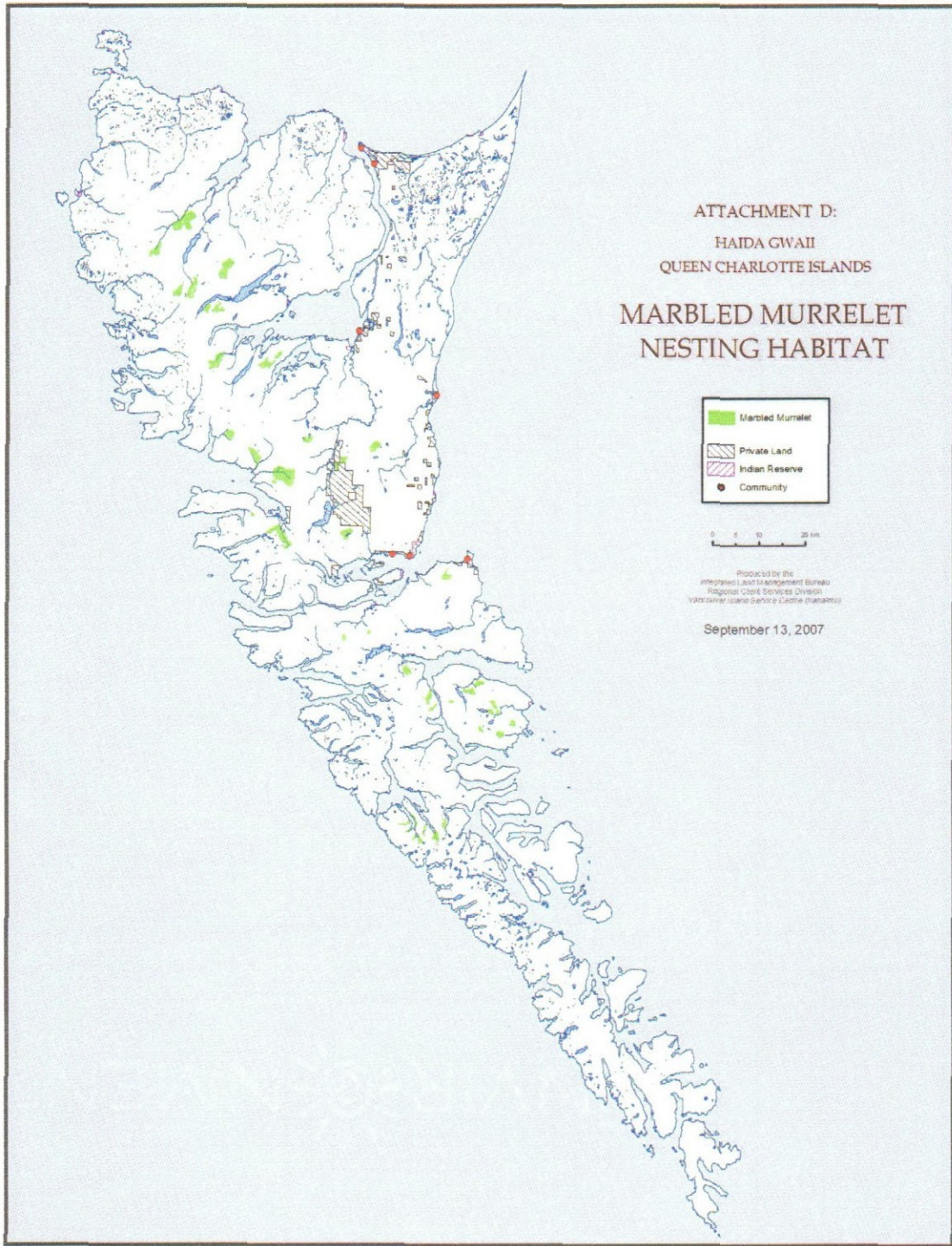


**ATTACHMENT C**  
**MAP OF MONUMENTAL, ARCHAEOLOGICAL AND CULTURAL CEDAR**  
**FOREST RESOURCE VALUE AREAS**





ATTACHMENT D  
MAP OF MARBLED MURRELET NESTING HABITAT





**ATTACHMENT E**  
**STRUCTURES FOR IMPLEMENTING THE FINAL LAND USE AGREEMENT**

**1.0 Government to Government Relationship:**

- 1.1 The Parties will implement EBM and this Land Use Agreement, monitor progress on implementation, and consider further agreements related to land use planning.
- 1.2 Where the Parties agree, aspects of this Agreement may be implemented by working through the Coastal First Nations Land and Resource Forum on specific matters including:
  - a) Development and implementation of cooperative economic initiatives and policies that will enable the Haida and the communities of Haida Gwaii to achieve their social and economic objectives;
  - b) Other relevant activities outlined in the Coastal First Nations' *Land and Resource Protocol* established as part of the Coast Land Use Announcement of February 2006. For greater clarity, the Parties will determine the relevancy and consistency of the *Land and Resource Protocol* with this Land Use Agreement.

**2.0 Plan Implementation Monitoring Committee:**

- 2.1 The Parties will develop a Terms of Reference and establish an advisory committee with representation from the Island Community to monitor the implementation of this Land Use Agreement.

**3.0 Ecosystem Based Management Working Group:**

- 3.1 The Parties will develop a Terms of Reference and establish an advisory committee to make recommendations on the further development, monitoring and implementation of EBM on Haida Gwaii.
- 3.2 The Haida may participate on the Coast-wide EBM Working Group established as part of the Coast Land Use Announcement of February 2006.