

## Chapter 4: Land and Non-Renewable Resources

### Part 4.1 Definitions

#### 4.1.1 In this chapter:

“Applicant” means a Person who has submitted a Work Plan to the Nunatsiavut Government and the Province;

“Carving Stone Permit” means a permit issued by the Nunatsiavut Government under section 4.6.1;

“Exploration and Quarrying Standards” means the standards for Exploration in Labrador Inuit Lands and for quarrying in Labrador Inuit Lands outside Specified Material Lands established by agreement between the Nunatsiavut Government and the Province in accordance with section 4.11.6 or by the Dispute Resolution Board under section 4.11.10;

“Expropriation Authority” means an authority authorized to Expropriate;

“Nuclear Substance” means:

- (a) deuterium, thorium, uranium or an element with an atomic number greater than 92;
- (b) a derivative or compound of deuterium, thorium, uranium or of an element with an atomic number greater than 92;
- (c) a radioactive nuclide;
- (d) a substance that is prescribed as being capable of releasing nuclear energy or as being required for the production or use of nuclear energy;
- (e) a radioactive by-product of the development, production or use of nuclear energy; and
- (f) a radioactive substance or radioactive thing that was used for the development or production, or in connection with the use, of nuclear energy;

“Plan Holder” means a Person authorized to carry out Exploration in Labrador Inuit Lands or quarrying in Labrador Inuit Lands outside Specified Material Lands under an approved Work Plan; and

“Specified Material Permit” means a permit to quarry a Specified Material issued by the Nunatsiavut Government under section 4.7.1.

**Part 4.2 Labrador Inuit Settlement Area**

- 4.2.1 The Labrador Inuit Settlement Area consists of all lands, including lands covered by Water, and Tidal Waters and islands within the boundaries set out in the Map Atlas (shown for illustrative purposes only in schedule 4-A) and described in appendix A-3 Part 1.
- 4.2.2 The quantity of lands and Waters in the Labrador Inuit Settlement Area is 72,520 square kilometres (28,000 square miles), more or less.
- 4.2.3 The Labrador Inuit Settlement Area includes, in addition to the quantity of lands and Waters referred to in section 4.2.2, the adjacent Tidal Waters comprising approximately 48,690 square kilometres (18,800 square miles).
- 4.2.4 The Labrador Inuit Settlement Area includes the land and Waters of the Torngat Mountains National Park Reserve of Canada referred to in section 9.1.1.

**Part 4.3 Labrador Inuit Lands**

- 4.3.1 The boundaries of Labrador Inuit Lands on the Effective Date are set out in the Map Atlas (shown for illustrative purposes only in schedule 4-B) and described in appendix A-3 Part 2.
- 4.3.2 Labrador Inuit Lands comprise not less than 15,799 square kilometres (6,100 square miles) in the Labrador Inuit Settlement Area on the Effective Date.
- 4.3.3 Specified Material Lands comprise not less than 3,950 square kilometres (1,525 square miles) of Labrador Inuit Lands on the Effective Date and are set out in the Map Atlas (shown for illustrative purposes only in schedule 4-C) and described in appendix A-3 Part 3.

**Part 4.4 Vesting and General Attributes of the Inuit Estate in Labrador Inuit Lands**

- 4.4.1 Inuit own in fee simple Labrador Inuit Lands, excluding Subsurface Resources, but including:
- (a) ownership of an undivided 25 percent interest, with the Province, in all Subsurface Resources which entitles Inuit to the rights set out in the Agreement; and
  - (b) for greater certainty:
    - (i) Specified Materials in Specified Material Lands;
    - (ii) Carving Stone; and
    - (iii) Geothermal Resources.

- 4.4.2 For purposes of section 4.4.1, “fee simple” is the equivalent of an estate in fee simple absolute, being the largest estate known in Law, without any proviso, restriction, exception or reservation under any Law, except as set out in the Agreement.
- 4.4.3 The Inuit estate in Labrador Inuit Lands under section 4.4.1 extends to:
- (a) the sea bed within the boundaries of Water Lots set out in the Map Atlas (shown for illustrative purposes only in schedule 4-D) and described in appendix A-3 Part 4, but does not include ownership of Tidal Waters above the sea bed within the boundaries of the Water Lots; and
  - (b) all lands covered by Water that are within the boundaries of Labrador Inuit Lands, but does not include ownership of Water.
- 4.4.4 Labrador Inuit Lands:
- (a) are under the administration, control and management of the Nunatsiavut Government; and
  - (b) may be alienated by the Nunatsiavut Government, subject to section 4.4.5.
- 4.4.5 The Nunatsiavut Government shall not alienate Labrador Inuit Lands to any Person other than Canada or the Province but may grant an interest less than fee simple title in or to Labrador Inuit Lands.
- 4.4.6 If the Nunatsiavut Government alienates a parcel of Labrador Inuit Lands to Canada or the Province, that parcel of land ceases to be Labrador Inuit Lands for all purposes but, for greater certainty, that parcel of land remains in the Labrador Inuit Settlement Area.
- 4.4.7 If the Nunatsiavut Government acquires freehold title under Provincial Law to a parcel of land located in the Labrador Inuit Settlement Area outside Labrador Inuit Lands and the Inuit Communities, that parcel of land may, with the consent of Canada and the Province, be held as Labrador Inuit Lands under section 4.4.1.
- 4.4.8 The Province shall guarantee the title of Inuit in Labrador Inuit Lands.
- 4.4.9 No Person may acquire an estate or interest in Labrador Inuit Lands by prescription, the doctrine of lost modern grant, adverse possession or limitation of action, or by operation of Legislation with respect to prescription, adverse possession or limitation of action.
- 4.4.10 Notwithstanding any rule of Law to the contrary, if a parcel of Labrador Inuit Lands is valued for purposes of a Legal Proceeding, no discount shall be applied to the valuation solely due to the status of that parcel as Labrador Inuit Lands unless otherwise provided in an agreement entered into with the Nunatsiavut Government or, where the Nunatsiavut Government is not a party to such an

agreement, with the consent of the Nunatsiavut Government. Nothing in this section applies to a Surface Interest referred to in section 4.9.1.

- 4.4.11 An interest of Inuit in Labrador Inuit Lands is not subject to attachment, charge, seizure, distress, execution or sale, except:
- (a) for liens by Canada or the Province; or
  - (b) in accordance with an Inuit Law where the interest has been created under an Inuit Law.
- 4.4.12 The following Provincial Laws do not apply in or to Labrador Inuit Lands:
- (a) a Law respecting the creation and reservation of rights and interests in Crown land under Part I (sections 3 – 42) of the *Lands Act*, including the reservation of mineral rights and public rights of way around waters, Laws respecting the fencing, marking or monumenting of the boundaries of land and for greater certainty, it shall be no defence in an action of trespass or ejectment that a boundary of Labrador Inuit Lands was not fenced, monumented or otherwise marked;
  - (b) a Law providing for the reversion to, reversioning in, or other acquisition by the Crown of unused or unoccupied land but nothing in this subsection is intended to affect or shall be construed so as to affect part 4.18;
  - (c) a Law imposing conditions or restrictions on the conveyancing, leasing or licensing of land, the erection, construction or placing of buildings, structures or things in or over land, the application of land for agricultural, commercial, industrial, recreational, residential or other purposes or the establishment or designation of special management areas under Part IV (sections 56 – 62) of the *Lands Act*;
  - (d) a Law to permit the holder of a license to cut timber or a lessee of Water rights or a Person engaged in lumbering or the management of lumber or pulp to acquire rights of way or other rights or easements over private property;
  - (e) a Law to lease or grant any other right of occupancy in respect of a pond, river or other body of Water for the purpose of Aquaculture; and
  - (f) a Law to acquire or permit the acquisition of rights of way or other rights, easements, privileges, powers or interests over private property for the purpose of gaining access to, working or developing a Subsurface Resource which is covered by Tidal Waters.
- 4.4.13 The Inuit estate in Labrador Inuit Lands under section 4.4.1 shall not be subject to any Legislation, order or declaration to secure the development of Minerals pursuant to the *Undeveloped Mineral Areas Act* but nothing in this section is intended to affect, or shall be construed so as to affect, part 4.13 or 4.18.

- 4.4.14 The Province may not acquire an interest in Labrador Inuit Lands in or under which Minerals are leased or a right of access over or through Labrador Inuit Lands to enable a lessee to:
- (a) implement obligations under a mining lease; or
  - (b) carry out mineral exploration, mining operations or mineral processing and development in or under Labrador Inuit Lands,
- pursuant to section 34 of the *Mineral Act*.
- 4.4.15 No lessee of an interest under the *Petroleum and Natural Gas Act* may acquire Labrador Inuit Lands or rights in or over Labrador Inuit Lands under section 23 of the *Petroleum and Natural Gas Act* and the Province may not acquire any right or interest in Labrador Inuit Lands under section 23 of the *Petroleum and Natural Gas Act* for purposes of transferring such right or interest to a lessee but nothing in this section is intended to affect, or shall be construed so as to affect, part 4.18.
- 4.4.16 The Province shall not apply any mineral holding impost to the Inuit estate in Labrador Inuit Lands under section 4.4.1.
- 4.4.17 The *Mineral Act* and the *Quarry Materials Act* do not apply to Specified Materials in Specified Material Lands.

**Part 4.5 Boundaries, Surveys and Descriptions**

- 4.5.1 The lands identified in appendix E-1 shall be surveyed as soon as practicable after the Effective Date.
- 4.5.2 If, after the Effective Date, a survey is required by the Parties to better define the location of a boundary or part of a boundary of Labrador Inuit Lands, the required survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.
- 4.5.3 If there is a Dispute concerning the location of a boundary or part of a boundary of Labrador Inuit Lands, the boundary or part of the boundary shall be surveyed if at least two of the Parties agree that a survey is required and, subject to section 4.5.8, the cost of the survey shall be paid by those Parties. The survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.
- 4.5.4 Nothing in section 4.5.1, 4.5.2 or 4.5.8 prevents a Party from surveying a boundary or part of a boundary of Labrador Inuit Lands at its own discretion and at its own cost. The results of the survey, including any associated map or description of the boundary, shall be of no effect until approved by the Parties by an amendment to the Agreement.

- 4.5.5 If a third party holds a Surface Interest in Labrador Inuit Lands issued by the Province or freehold title in land bounded by Labrador Inuit Lands and there is a disagreement concerning the location of the boundaries or the area of the third party's Surface Interest or land, the Province shall ensure that the relevant boundaries of the third party's land are surveyed.
- 4.5.6 Subject to section 4.5.1, if there is a Dispute between two of the Parties or among all Parties respecting the cost, necessity for or accuracy of a survey under this part or the location of a boundary or part of a boundary of Labrador Inuit Lands, the Dispute shall be resolved under chapter 21.
- 4.5.7 Unless they otherwise agree, neither Canada nor the Province is responsible for the cost of a survey associated with the sale, conveyance, transfer, mortgage, acquisition or disposal of an interest in Labrador Inuit Lands by the Nunatsiavut Government or pursuant to an Inuit Law under section 4.8.1.
- 4.5.8 Surveys that are required under this part, other than those referred to in section 4.5.5, shall be contracted by the Nunatsiavut Government, on condition that:
- (a) the Nunatsiavut Government establishes a competitive bidding process for the awarding of those contracts; and
  - (b) the surveys shall be carried out according to recognized Provincial surveying standards,
- but the Nunatsiavut Government incurs no financial obligation for the cost of a survey conducted under section 4.5.1, 4.5.2 or 4.5.3.
- 4.5.9 A survey of a boundary of Labrador Inuit Lands that has been conducted under this part and has been approved by the Parties by an amendment to the Agreement supersedes and replaces the original map and description of the boundary.

**Part 4.6 Carving Stone**

- 4.6.1 A Person who wishes to extract, use or dispose of Carving Stone from Labrador Inuit Lands must obtain a permit from the Nunatsiavut Government.
- 4.6.2 The holder of a Carving Stone Permit may not use or dispose of the Carving Stone extracted under the Carving Stone Permit for any purpose other than carving.
- 4.6.3 A Person who holds a Subsurface Interest in Labrador Inuit Lands, whether that interest was acquired before or after the Effective Date, holds the Subsurface Interest subject to the rights of Inuit in Carving Stone under section 4.4.1 and this part.
- 4.6.4 If the Nunatsiavut Government intends to issue a Carving Stone Permit in a location where the Province has issued a Subsurface Interest, the Nunatsiavut Government shall Consult the Province to establish terms and conditions for the

Carving Stone Permit that allow the extraction of Carving Stone to proceed and the rights of the Subsurface Interest holder to be respected.

- 4.6.5 If there is a Dispute between the holder of a Carving Stone Permit and the holder of a Subsurface Interest the Dispute shall be resolved under chapter 21.
- 4.6.6 Subject to section 4.6.7, an Inuk has the right to extract up to 50 cubic metres (1,765.5 cubic feet) per year of Carving Stone from Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, excluding a National Park or National Park Reserve, where such extraction does not interfere with the authorized use of the Crown land and of resources by holders of Surface Interests and Subsurface Interests.
- 4.6.7 Where an Inuk or Inuit extract more than 50 cubic metres (1,765.5 cubic feet) per year of Carving Stone from a site under section 4.6.6, a quarry permit or lease must be obtained by the Nunatsiavut Government under Provincial Legislation and the Nunatsiavut Government shall pay applicable fees under the quarry permit or lease. The Nunatsiavut Government may recover any fees paid under a quarry permit or lease issued under this section from the Inuk or Inuit engaged in the extraction of Carving Stone from the site.
- 4.6.8 Subject to section 4.6.7, an Inuk shall not be required to pay any fee or Royalty Tax on Carving Stone to which Inuit have a right under section 4.6.6.
- 4.6.9 In a National Park or National Park Reserve, Inuit have the exclusive right to extract Carving Stone but the exercise of this right:
- (a) is subject to the terms and conditions of a Park Impacts and Benefits Agreement;
  - (b) is subject to section 9.2.12; and
  - (c) may only be for the carving purposes of Inuit.

**Part 4.7 Specified Materials**

- 4.7.1 The Nunatsiavut Government may quarry, or permit any Person to quarry, a Specified Material in Specified Material Lands without payment of any fee or Royalty Tax to the Province.
- 4.7.2 No Person may quarry a Specified Material in Specified Material Lands without a Specified Material Permit and the Nunatsiavut Government shall give notice to the Province of any Specified Material Permit that it issues.
- 4.7.3 The Nunatsiavut Government or a Person quarrying under a Specified Material Permit and a Person exercising a right pursuant to a Subsurface Interest shall exercise their respective rights so far as practicable to avoid conflict between their respective rights.

- 4.7.4 If there is a Dispute under section 4.7.3 it shall be resolved under chapter 21.
- 4.7.5 If a Dispute referred to in section 4.7.4 is referred to arbitration, the Arbitration Panel shall make an award specifying the terms and conditions of exercising either the right to the Specified Material or the right to the Subsurface Resource, or both, so as to reduce the conflict as far as practicable. If a conflict cannot be avoided, the Arbitration Panel shall give priority to the rights of the holder of the Subsurface Interest subject to payment of compensation to the Nunatsiavut Government or the holder of the Specified Material Permit or, in circumstances referred to in section 4.7.7, to both.
- 4.7.6 Compensation awarded under section 4.7.5 is limited to:
- (a) reimbursement of any fees or costs associated with obtaining a Specified Material Permit;
  - (b) exploration expenses incurred for purposes of defining the Specified Material;
  - (c) the net present value of the Specified Material that would be partially or completely destroyed or that would otherwise be unavailable to the Nunatsiavut Government or the holder of the Specified Material Permit as a result of the priority given to the rights of the holder of the Subsurface Interest; and
  - (d) reimbursement of additional, reasonably foreseeable costs or losses that are a direct consequence of the priority given to the rights of the holder of the Subsurface Interest.
- 4.7.7 Compensation that is awarded to the Nunatsiavut Government under section 4.7.5 in circumstances where compensation is awarded to the holder of a Specified Material Permit under subsection 4.7.6(c) shall be limited to the difference between the charges, rents and royalties that would have been received by the Nunatsiavut Government from the holder of the Specified Material Permit pursuant to an Inuit Law under subsection 4.8.1(g) and the Revenue received by the Nunatsiavut Government in respect of the Subsurface Resource under part 7.3, if the charges, rents and royalties that would have been paid to the Nunatsiavut Government pursuant to an Inuit Law under subsection 4.8.1(g) exceed the amount of the Revenue shared under part 7.3.
- 4.7.8 For purposes of subsection 4.7.6(c), the net present value of the Specified Material is the net present value discounted at the prevailing industry-weighted average cost of capital. This net present value shall be determined through technical and economic feasibility and financing studies conducted by an agency or agencies qualified in conducting such studies, operating independently at arm's length from the Specified Material and Subsurface Resource rights holders, and conforming to accepted industry standards.

- 4.7.9 An Arbitration Decision under section 4.7.5, including an award of compensation, may be reviewed and varied by an Arbitration Panel upon application by a Person directly affected by the Arbitration Decision where there has been a material change in relevant circumstances since the Arbitration Decision was made.
- 4.7.10 Subject to an Arbitration Decision under section 4.7.5 or 4.7.9, a Person exercising a right under a Subsurface Interest in Specified Material Lands may take, use, damage, or destroy any Specified Material incidental to the exercise of that right.

**Part 4.8 Nunatsiavut Government Powers and Authorities in Relation to Labrador Inuit Lands**

- 4.8.1 Subject to the Agreement, the Nunatsiavut Government may make laws in relation to the following matters:
- (a) the administration and control of Labrador Inuit Lands;
  - (b) the alienation or other disposition of Labrador Inuit Lands and interests in Labrador Inuit Lands;
  - (c) the development, conservation and management of Labrador Inuit Lands;
  - (d) the conveyance or use of Labrador Inuit Lands or interests in Labrador Inuit Lands as security for the discharge of an obligation or debt, whether by mortgage, pledge, assignment or other form of charge;
  - (e) the attachment, confiscation or seizure of Labrador Inuit Lands or interests in Labrador Inuit Lands and executions against Labrador Inuit Lands or interests in Labrador Inuit Lands;
  - (f) the granting of rights and interests, including the right to explore, in relation to Carving Stone and Geothermal Resources in Labrador Inuit Lands and to Specified Materials in Specified Material Lands;
  - (g) the establishment, levying, collection and administration of fees, charges, rents or royalties in relation to Carving Stone and Geothermal Resources in Labrador Inuit Lands and to Specified Materials in Specified Material Lands;
  - (h) giving effect to the Exploration and Quarrying Standards;
  - (i) access to or use of Labrador Inuit Lands; and
  - (j) the imposition of fees, charges, rents or royalties in respect of access to Labrador Inuit Lands and use of Labrador Inuit Lands.

4.8.2 If there is a Conflict or inconsistency between an Inuit Law under section 4.8.1 and a federal or Provincial Law, the Inuit Law prevails to the extent of the Conflict or inconsistency.

**Part 4.9 Existing Surface Interests in Labrador Inuit Lands**

4.9.1 Where Labrador Inuit Lands are subject to a Surface Interest that has been issued by the Province and that is in existence on the Effective Date, the Province shall assign its rights and obligations under the Surface Interest to the Nunatsiavut Government.

4.9.2 For greater certainty, a Surface Interest assigned under section 4.9.1:

- (a) continues in accordance with its terms and conditions; and
- (b) vests fully in the Nunatsiavut Government upon its expiration if the holder of the Surface Interest chooses not to renew or extend it.

4.9.3 If:

- (a) the holder of a Surface Interest referred to in section 4.9.1 has a right to apply for a renewal or extension of the interest under the terms and conditions of the lease, license, permit or Legislation under which the interest was held immediately prior to its assignment under section 4.9.1; or
- (b) the term of the Surface Interest referred to in section 4.9.1 is five years or more,

and the holder chooses to renew or extend the interest prior to the expiration of the interest, the holder shall make application to the Nunatsiavut Government to renew or extend the interest.

4.9.4 The Nunatsiavut Government shall renew or extend a Surface Interest referred to in section 4.9.3 if the interest holder has satisfied the terms and conditions of the lease, license or permit.

4.9.5 Except as otherwise provided in section 4.9.8, the Nunatsiavut Government may, at its discretion, impose additional terms and conditions upon the renewal or extension of a Surface Interest referred to in section 4.9.3, including the imposition of fees, charges, rents or royalties, but the additional terms or conditions shall be reasonable.

4.9.6 If there is a Dispute, other than a disagreement under section 4.9.9, between the holder of a Surface Interest referred to in section 4.9.3 and the Nunatsiavut Government in connection with the renewal or extension of the Surface Interest, the Dispute shall be resolved under chapter 21.

- 4.9.7 After the Effective Date, the Nunatsiavut Government has the exclusive authority to issue public utility easements on Labrador Inuit Lands in an Inuit Community, subject to section 4.9.8.
- 4.9.8 The terms and conditions, including fees, charges and rents, imposed by the Nunatsiavut Government upon the issuance, review, renewal or extension of the public utility easements assigned under section 4.9.1 or referred to in section 4.9.7 shall be the same as the terms and conditions imposed by the Province for easements held by public utilities in similar circumstances in Newfoundland and Labrador.
- 4.9.9 If there is a disagreement between a public utility and the Nunatsiavut Government arising under this part in connection with the issuance, review, renewal or extension of a public utility easement assigned under section 4.9.1 or referred to in section 4.9.7 the disagreement shall not be referred to arbitration under chapter 21 but shall be resolved by the Commissioners of the Public Utilities Board.

**Part 4.10 Surface Interests in the Labrador Inuit Settlement Area Outside Labrador Inuit Lands**

- 4.10.1 The Province shall provide to the Nunatsiavut Government on an ongoing basis information respecting the alienation or other disposition of surface title to Provincial Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands.
- 4.10.2 Canada shall provide to the Nunatsiavut Government on an ongoing basis information respecting the alienation or other disposition of federal Crown land in the Labrador Inuit Settlement Area.

**Part 4.11 Subsurface Interests**

- 4.11.1 Subject to the Agreement, the administration of Subsurface Resources in the Labrador Inuit Settlement Area shall be by the Province and, in accordance with its jurisdiction, by Canada.
- 4.11.2 For greater certainty, the Inuit interest under subsection 4.4.1(a) applies to all Subsurface Resources in Labrador Inuit Lands, including those in respect of which a Subsurface Interest exists on the Effective Date.
- 4.11.3 The Nunatsiavut Government and the Province may agree to exempt lands in Labrador Inuit Lands from the acquisition of Subsurface Interests.
- 4.11.4 A Subsurface Interest in existence prior to the creation of exempt lands under section 4.11.3 continues unaffected and unimpaired by the exemption.

- 4.11.5 After the Effective Date, all Exploration in Labrador Inuit Lands and quarrying of Subsurface Resources in Labrador Inuit Lands outside Specified Material Lands shall be carried out in accordance with this part, except for:
- (a) Exploration that began before the Effective Date in accordance with an exploration plan approved under Provincial Legislation; and
  - (b) quarrying that began before the Effective Date in accordance with a quarry lease or permit issued under Provincial Legislation.
- 4.11.6 The Nunatsiavut Government and the Province shall negotiate the standards for Exploration in Labrador Inuit Lands and for quarrying in Labrador Inuit Lands outside Specified Material Lands within one year from the Effective Date or within some other time agreed by both Parties.
- 4.11.7 The Exploration and Quarrying Standards shall be given the force of Law by the Province and the Nunatsiavut Government, and may not be amended without the consent of both Parties. An amendment to the Exploration and Quarrying Standards comes into effect when given the force of Law by the Province and the Nunatsiavut Government.
- 4.11.8 Until the Exploration and Quarrying Standards become Law, Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands may proceed with the consent of the Nunatsiavut Government and the Province or in accordance with any other arrangement agreed by them.
- 4.11.9 If the Nunatsiavut Government and the Province do not agree on the Exploration and Quarrying Standards within the time referred to in section 4.11.6, either the Nunatsiavut Government or the Province may request that the Dispute Resolution Board establish the Exploration and Quarrying Standards by arbitration.
- 4.11.10 The Dispute Resolution Board acting on a request under section 4.11.9 has the authority to establish the standards referred to in section 4.11.6 and shall appoint a specialist to assist it in establishing the standards. The Dispute Resolution Board shall base its decisions on best practices in northern Canada.
- 4.11.11 The Nunatsiavut Government may from time to time establish a schedule of charges, fees or rentals for access to or rental of Labrador Inuit Lands for purposes of carrying out Exploration in Labrador Inuit Lands or quarrying in Labrador Inuit Lands outside Specified Material Lands. This schedule of charges, fees or rentals shall:
- (a) apply uniformly to Exploration activities that are of a similar size and nature;
  - (b) apply uniformly to quarrying activities that are of a similar size and nature;
  - (c) be published by the Nunatsiavut Government; and

- (d) be appended to, but not form part of, the Exploration and Quarrying Standards.
- 4.11.12 Exploration in Labrador Inuit Lands and quarrying in Labrador Inuit Lands outside Specified Material Lands shall be carried out in accordance with the requirements of the Agreement, Laws of General Application and an approved Work Plan.
- 4.11.13 Any Person planning to Explore in Labrador Inuit Lands or to quarry in Labrador Inuit Lands outside Specified Material Lands after the Effective Date must:
- (a) obtain consent from the Nunatsiavut Government for access to Labrador Inuit Lands; and
  - (b) make an application to the Nunatsiavut Government and the Province through the submission of a work plan that describes:
    - (i) the nature, method, location and dates of the proposed Exploration or quarrying activities, including any proposal for the Use of Water;
    - (ii) the establishment of any temporary camps; and
    - (iii) any other matter required by the Exploration and Quarrying Standards.
- 4.11.14 Section 4.11.13 does not apply to a Person carrying on Exploration or quarrying in Labrador Inuit Lands under Provincial Legislation prior to the Effective Date, but does apply to:
- (a) any application made after the Effective Date for an amendment, extension or renewal of the Exploration plan or the quarry lease or permit under which the Exploration or quarrying is carried out; and
  - (b) any change in location of the Exploration or quarrying.
- 4.11.15 No activity to which section 4.11.13 or 4.11.14 applies may commence prior to the approval of the Work Plan by both the Nunatsiavut Government and the Province.
- 4.11.16 The Nunatsiavut Government and the Province shall decide whether to approve or reject a Work Plan within 15 clear days from the date on which it is received.
- 4.11.17 A Work Plan comes into effect when it is approved by both the Nunatsiavut Government and the Province. It may be rejected only if it is inconsistent with, or does not conform to, the Exploration and Quarrying Standards or the conditions of access to Labrador Inuit Lands established by the Nunatsiavut Government under section 4.15.16. If either the Nunatsiavut Government or the Province rejects a Work Plan it must provide the reasons in writing for the rejection to the Applicant.
- 4.11.18 If a Work Plan is rejected under section 4.11.17 by either the Nunatsiavut Government or the Province, the Applicant may submit a revised work plan to both

Parties. Sections 4.11.13, 4.11.15, 4.11.16 and 4.11.17 apply to the revised work plan.

4.11.19

If:

- (a) a Work Plan is rejected under section 4.11.17;
- (b) the Applicant has been denied access to Labrador Inuit Lands by the Nunatsiavut Government; or
- (c) there is a Dispute between the Applicant and the Nunatsiavut Government with respect to the Applicant's access to Labrador Inuit Lands,

the Applicant may refer the matter to arbitration under chapter 21 within 30 clear days from the date of the rejection of the Work Plan, the date of the denial of access by the Nunatsiavut Government or the date on which the Applicant gives notice to the Nunatsiavut Government that a Dispute exists.

4.11.20

An Arbitration Panel arbitrating a Dispute under section 4.11.19 with respect to a denial of access to Labrador Inuit Lands or with respect to the Applicant's access to Labrador Inuit Lands for the purposes of Exploration or quarrying shall consider:

- (a) the market value of the land intended to be used, occupied or quarried by the Applicant;
- (b) the loss of use of the land by Inuit and the Nunatsiavut Government;
- (c) the effect on Harvesting by Inuit;
- (d) any damage to and adverse effects on Labrador Inuit Lands, including the lands to be used, occupied or quarried by the Applicant;
- (e) any nuisance and inconvenience to Inuit and the Nunatsiavut Government;
- (f) the cultural attachment of Inuit to the land to be used, occupied or quarried by the Applicant;
- (g) any peculiar or special value to Inuit of the land to be used, occupied or quarried by the Applicant;
- (h) all reasonable and related costs incurred or to be incurred by the Nunatsiavut Government;
- (i) the financial ability of the Applicant to pay the costs of cleaning up, restoring or rehabilitating the land to be used, occupied or quarried by the Applicant; and

- (j) any other matter provided for under Provincial Legislation with respect to compensation for entry on private land for purposes of Exploration or quarrying of Subsurface Resources,
- but shall not consider the reversionary value of the land or any fees, charges or rents referred to in section 4.11.11.
- 4.11.21 Notwithstanding clause 4.15.11(b)(ii), but subject to the payment of charges, fees, or rentals referred to in section 4.11.11, a Plan Holder may erect or establish a temporary camp if the camp has been approved as part of the Work Plan.
- 4.11.22 If a Plan Holder proposes any change or addition to the Exploration or quarrying activities carried out under the Work Plan, that Person shall provide written notice of the proposed change or addition to the Nunatsiavut Government and the Province. A new application must be submitted under subsection 4.11.13(b) if either the Nunatsiavut Government or the Province so determines.
- 4.11.23 An approved Work Plan may be amended by agreement of the Nunatsiavut Government and the Province.
- 4.11.24 An approved Work Plan may be cancelled by:
- (a) the Nunatsiavut Government if the Plan Holder does not comply with the Agreement, with the terms or conditions of the Work Plan or with the conditions of access to Labrador Inuit Lands referred to in section 4.15.17; or
- (b) by the Province if the Plan Holder does not comply with the Agreement, with the terms or conditions of the Work Plan or with section 4.11.12.
- 4.11.25 If a Work Plan is amended under section 4.11.23 without a request from the Plan Holder or has been cancelled under section 4.11.24, the Plan Holder may refer the matter to arbitration under chapter 21 within 30 clear days from the date of the amendment or cancellation. The Arbitration Panel may determine if the amendment is justifiable or if the conditions for cancellation have been met and may grant an appropriate remedy.
- 4.11.26 The details of a Work Plan, including a rejected, varied, amended, cancelled or approved Work Plan, shall be treated as confidential by the Nunatsiavut Government and the Province.
- 4.11.27 Inuit access to an Exploration site or quarry may be restricted only for reasons of safety and the restrictions shall be set out in the approved Work Plan and be publicized by the Plan Holder.
- 4.11.28 The Province shall provide to the Nunatsiavut Government information that it receives under Provincial Legislation respecting Exploration, quarries, quarrying and Developments in the Labrador Inuit Settlement Area on a regular basis.

- 4.11.29 Notwithstanding section 4.11.1, the Nunatsiavut Government and the Province may enter into agreements for the administration of Subsurface Resources in Labrador Inuit Lands and Specified Materials in Specified Material Lands, but those agreements:
- (a) shall not form part of the Agreement; and
  - (b) are not intended to be treaties or land claims agreements and are not intended to recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

**Part 4.12 Subsurface Resource Development in Labrador Inuit Lands**

- 4.12.1 Subject to section 4.12.2, the holder of a Subsurface Interest in Labrador Inuit Lands may not develop a Subsurface Resource in Labrador Inuit Lands unless the holder of the Subsurface Interest has entered into an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government under section 7.7.2.
- 4.12.2 A Plan Holder permitted to quarry a Quarry Material in Labrador Inuit Lands outside Specified Material Lands is not required to enter into an Inuit Impacts and Benefits Agreement with the Nunatsiavut Government under section 7.7.2.
- 4.12.3 The Province shall notify the Nunatsiavut Government of any application for a Subsurface Interest in Labrador Inuit Lands.
- 4.12.4 The Province shall Consult the Nunatsiavut Government about the conditions to be attached to a Subsurface Interest in Labrador Inuit Lands.
- 4.12.5 Conditions may be attached to a Subsurface Interest in Labrador Inuit Lands if the conditions:
- (a) are supported by the recommendations of an Environmental Assessment carried out in accordance with chapter 11;
  - (b) relate directly to applicable requirements of the Agreement; or
  - (c) relate to applicable requirements in Legislation respecting Subsurface Resources.
- 4.12.6 The Province shall Consult the Nunatsiavut Government before approving, authorizing or permitting the abandonment, closure, decommissioning, reopening or reclamation of a Development that has proceeded in accordance with section 4.12.1 or a quarry referred to in section 4.12.2.

**Part 4.13 Nuclear Substances**

- 4.13.1 Nothing in the Agreement confers jurisdiction on the Nunatsiavut Government in relation to Nuclear Substances, nuclear facilities or prescribed equipment or information in relation to Nuclear Substances or nuclear facilities.
- 4.13.2 Subject to this part, the rights and responsibilities of the Nunatsiavut Government in relation to Subsurface Resources under this chapter apply to Minerals that may be used as a source of nuclear energy.
- 4.13.3 The Canadian Nuclear Safety Commission will, on a best efforts basis, inform the Nunatsiavut Government of:
- (a) any application for and the issuance, renewal, replacement or amendment by the Canadian Nuclear Safety Commission of any licence that is within its jurisdiction to issue in the Labrador Inuit Settlement Area;
  - (b) the terms and conditions proposed by the staff of the Canadian Nuclear Safety Commission to be attached to any licence referred to in subsection (a); and
  - (c) documentation related to licences issued by the Canadian Nuclear Safety Commission as it relates to any environmental risks, risks to health and safety of Inuit and measures to protect the environment and the health and safety of Inuit associated with any Nuclear Substances or nuclear facilities in the Labrador Inuit Settlement Area.
- 4.13.4 Part 4.18 applies to the Expropriation of Labrador Inuit Lands or an interest of the Nunatsiavut Government in Subsurface Resources in Labrador Inuit Lands for purposes of the *Nuclear Energy Act*.
- 4.13.5 Canada shall be responsible for any costs of reducing or cleaning up any nuclear contamination in Labrador Inuit Lands for which decommissioning was approved prior to the Effective Date.
- 4.13.6 Inuit Government is not responsible or liable for any costs of reducing or cleaning up any nuclear contamination in Labrador Inuit Lands or the Inuit Communities where the contamination occurred prior to the Effective Date.

**Part 4.14 Identification and Tenure of Aullâsimavet**

- 4.14.1 Subject to the Agreement, Inuit may continue to occupy an Aullâvik that is identified in the Map Atlas (shown for illustrative purposes only in schedule 4-E).
- 4.14.2 Subject to Inuit Laws under section 4.8.1 and the Agreement, Inuit may continue to occupy an Aullâvik that exists in Labrador Inuit Lands on the Effective Date.

- 4.14.3 Subject to the Agreement, Inuit may establish new Aullâsimavet in the Labrador Inuit Settlement Area outside Labrador Inuit Lands with the consent of the Nunatsiavut Government and the Province.
- 4.14.4 An Aullâvik shall not be established in the Labrador Inuit Settlement Area outside Labrador Inuit Lands on lands:
- (a) to which a third party holds freehold title or a Surface Interest;
  - (b) under the control and administration of Canada except as provided in section 4.14.5;
  - (c) subject to a Quarry Materials permit or lease;
  - (d) within the boundaries of an Inuit Community;
  - (e) in a Protected Area established under Provincial Law except as provided in section 4.14.5; or
  - (f) where establishment of an Aullâvik would be contrary to the Land Use Plan.
- 4.14.5 Inuit may establish an Aullâvik in a National Park, National Park Reserve, National Marine Conservation Area, National Marine Conservation Area Reserve or Protected Area in accordance with the terms of the applicable Park Impacts and Benefits Agreement or Protected Area Agreement.
- 4.14.6 Upon the request of the potential occupants of an Aullâvik, or the Nunatsiavut Government on their behalf, the Province shall make available lands in the Labrador Inuit Settlement Area outside Labrador Inuit Lands that are adequate, suitable and reasonably necessary for the establishment of the Aullâvik.
- 4.14.7 An Aullâvik in the Labrador Inuit Settlement Area outside Labrador Inuit Lands may be held by an Inuk or the Nunatsiavut Government under a lease or licence from the Crown for an agreed term and subject to Laws of General Application, but:
- (a) an Inuk or the Nunatsiavut Government shall not be liable to pay any fee, charge, rent or Provincial property tax to establish or occupy an Aullâvik but nothing in this subsection affects the obligation of an Inuk or the Nunatsiavut Government to pay the cost of a survey that may be required by the Minister under subsection (b);
  - (b) an Inuk or the Nunatsiavut Government shall not be required to survey or register a plan of survey of the lands occupied as an Aullâvik unless the Minister specifically requires a survey on 12 months written notice to the Inuk or the Nunatsiavut Government and gives reason why the survey is necessary; and

(c) the renewal of the lease or licence, upon request by the lessee or licensee, shall not be unreasonably withheld.

4.14.8 The Nunatsiavut Government has the authority to sub-lease lands that it holds for an Aullâvik to an Inuk for use as an Aullâvik.

4.14.9 Nothing in this part prevents an Inuk from applying for a grant or lease of Crown lands or a licence to occupy Crown lands in accordance with Laws of General Application.

**Part 4.15 Access to Labrador Inuit Lands**

4.15.1 Inuit have the right of access to Labrador Inuit Lands subject to Inuit Laws under section 4.8.1.

4.15.2 A Non-Beneficiary may not enter, cross or remain on Labrador Inuit Lands without the consent of the Nunatsiavut Government, except as permitted under the Agreement.

4.15.3 Subject to sections 4.15.13 and 4.17.8, Persons exercising a right of access to Labrador Inuit Lands do so at their own risk and have no right of action against Inuit or the Nunatsiavut Government for any loss suffered or damage arising therefrom, except where such loss or damage results from a danger negligently created by one or more Inuit or the Nunatsiavut Government, its employees or agents.

4.15.4 Remedies or penalties recognized by Law regarding trespass upon private property apply to a Non-Beneficiary exercising access to Labrador Inuit Lands in a manner or for a purpose not permitted under the Agreement.

4.15.5 Nothing in section 4.15.4 derogates from the authority of the Nunatsiavut Government to make Laws under subsection 4.8.1(i).

4.15.6 Nothing in this chapter derogates from or interferes with the public right of navigation in navigable waters.

4.15.7 The Nunatsiavut Government is under no obligation to establish, maintain or repair or to provide for the establishment, maintenance or repair of travel routes or camp sites referred to in this part and part 4.17.

4.15.8 Nothing in this part or in chapter 12 authorizes or confers a right upon a Non-Beneficiary to enter an area of Labrador Inuit Lands that is developed, occupied or being used by an Inuk or by a Person under authorization of the Nunatsiavut Government except for:

(a) entry in the case of an emergency or for purposes of subsection 4.15.26(d);  
or

- (b) a right of entry or access to Labrador Inuit Lands that has otherwise been acquired under a Law in relation to entry or access to private property but nothing in this subsection affects or shall be construed so as to affect section 4.4.12, 4.4.14 or 4.4.15.
- 4.15.9 A Non-Beneficiary exercising access to Labrador Inuit Lands under the Agreement shall not create or establish new routes of travel or permanent camp sites without the consent of the Nunatsiavut Government.
- 4.15.10 A Non-Beneficiary exercising access to Labrador Inuit Lands under the Agreement shall provide notice to the Nunatsiavut Government prior to engaging in that access unless:
  - (a) the Nunatsiavut Government has dispensed with the requirement to do so;
  - (b) it is not reasonable to do so; or
  - (c) otherwise specifically exempted in the Agreement.
- 4.15.11 A Non-Beneficiary exercising a right of access under the Agreement:
  - (a) shall use, to the greatest extent possible, the travel routes and camp sites referred to in subsection 4.15.13(b) and part 4.17, except when the Non-Beneficiary is:
    - (i) Harvesting under section 12.7.9 or 12.13.6;
    - (ii) engaged in commercial trapping under section 12.10.22; or
    - (iii) a client, patron or guest of a Commercial Wildlife Operation referred to in sections 12.10.1 and 12.10.7; and
  - (b) shall not:
    - (i) engage in any activity on Labrador Inuit Lands other than those activities permitted under the Agreement;
    - (ii) establish or erect any camps or structures other than for merely casual or temporary purposes on Labrador Inuit Lands;
    - (iii) cause undue harm, disturbance, disruption or damage to Labrador Inuit Lands;
    - (iv) interrupt or interfere with Inuit use, occupation or enjoyment of Labrador Inuit Lands, except to the extent necessary for purposes of the access; or
    - (v) use Labrador Inuit Lands for any purpose other than the purpose for which the right of access is exercised.

- 4.15.12 A Non-Beneficiary exercising a right of access under the Agreement:
- (a) is liable for damage caused to Labrador Inuit Lands or to Inuit resulting from unnecessary interruption or interference with Inuit use, occupation or enjoyment of the lands; and
  - (b) may be removed from Labrador Inuit Lands by the Nunatsiavut Government for a failure to comply with any condition relating to access set out in the Agreement.
- 4.15.13 The consent of the Nunatsiavut Government is not required for access to Labrador Inuit Lands and no fee, charge or rent may be imposed for access to Labrador Inuit Lands if access to Labrador Inuit Lands by a Non-Beneficiary is necessary for the following purposes:
- (a) emergencies;
  - (b) crossing Labrador Inuit Lands to reach other lands for casual, non-commercial purposes, and Non-Beneficiaries exercising access under this subsection may make any necessary stops and shall use generally recognized or specifically designated travel routes and camp sites, whether year-round or seasonal, but the Nunatsiavut Government may restrict access under this subsection for reasons of conservation or public safety; or
  - (c) navigation, but the right of access to Labrador Inuit Lands by a Non-Beneficiary exercising access under this subsection is limited to a 30- metre (100-foot) strip of Labrador Inuit Lands bounding Tidal Waters, navigable rivers and navigable lakes that can be entered from Tidal Waters, navigable rivers and navigable lakes.
- 4.15.14 If, on the Effective Date, a Non-Beneficiary has freehold title, a Surface Interest or a Subsurface Interest in lands that are in or surrounded by Labrador Inuit Lands, that title or interest includes the right to enter and cross Labrador Inuit Lands using the means and route of access that are in use by the title or interest holder on the Effective Date without the consent of the Nunatsiavut Government and without payment of any fee, charge or rent to the Nunatsiavut Government. If there is a Dispute concerning access to Labrador Inuit Lands under this section, the Non-Beneficiary or the Nunatsiavut Government may refer the Dispute to dispute resolution under chapter 21.
- 4.15.15 A Non-Beneficiary referred to in section 4.15.14 who wishes to cross Labrador Inuit Lands by a means or route of access that did not exist or was not in use on the Effective Date must obtain the consent of the Nunatsiavut Government and pay any fee, charge or rent established by the Nunatsiavut Government for that access.
- 4.15.16 With respect to Subsurface Interests in Labrador Inuit Lands issued after the Effective Date, the Nunatsiavut Government may from time to time establish conditions of access for purposes of Exploration in Labrador Inuit Lands and

quarrying in Labrador Inuit Lands outside Specified Material Lands. The conditions of access shall be:

- (a) established after Consultation with the Minister;
- (b) published by the Nunatsiavut Government; and
- (c) appended to, but not form part of, the Exploration and Quarrying Standards.

4.15.17 The conditions of access to Labrador Inuit Lands referred to in section 4.15.16 shall be limited to conditions respecting:

- (a) the location of the access so as to cause the least harm to Inuit and Labrador Inuit Lands and so as to be suitable for the Exploration or quarrying;
- (b) the payment of charges, fees or rentals for access referred to in section 4.11.11;
- (c) Persons other than the Plan Holder who may use the access;
- (d) the area of land and nature, magnitude or intensity of land use to be served by the access;
- (e) damage, Mitigation and rehabilitation; and
- (f) the considerations referred to in section 4.11.20.

4.15.18 If the holder of a Subsurface Interest or a Surface Interest issued by the Province for commercial purposes outside Labrador Inuit Lands, other than one referred to in section 4.15.14, requires access across Labrador Inuit Lands and all other means of access to the Subsurface Interest or Surface Interest are impractical, that Person and that Person's contractors and suppliers shall be permitted access across Labrador Inuit Lands with the consent of the Nunatsiavut Government on any terms and conditions the Nunatsiavut Government may establish.

4.15.19 If the Nunatsiavut Government:

- (a) refuses to give the consent required by the holder of a Subsurface Interest under section 4.15.18; or
- (b) requires terms and conditions that are not acceptable to the holder of the Subsurface Interest,

the holder of the Subsurface Interest may refer the Dispute to arbitration under chapter 21.

- 4.15.20 In an arbitration with respect to a refusal of consent under section 4.15.19, an Arbitration Panel shall not award access unless the holder of the Subsurface Interest seeking access establishes that:
- (a) access to or across Labrador Inuit Lands is essential in relation to the Subsurface Interest;
  - (b) access by any other means is not physically practical or financially feasible;
  - (c) the proposed route will minimize harm, disturbance, disruption or damage to Labrador Inuit Lands and minimize interruption or interference with Inuit use, occupation or enjoyment of Labrador Inuit Lands; and
  - (d) the holder of the Subsurface Interest has attempted to negotiate access for a period of not less than 15 days.
- 4.15.21 In an arbitration under section 4.15.19, an Arbitration Panel shall not vary a term or condition referred to in subsection 4.15.19(b) unless it determines that the term or condition will frustrate access or make it financially unfeasible.
- 4.15.22 Members of the judiciary, officers of the courts and peace officers may enter, cross or remain on Labrador Inuit Lands to carry out their duties.
- 4.15.23 Members of Parliament or the House of Assembly or candidates for election to either of those bodies, together with their employees, agents and assistants, may enter, cross or remain on Labrador Inuit Lands to campaign in an election or to carry out their duties.
- 4.15.24 Canadian Forces personnel may enter, cross or remain on Labrador Inuit Lands to carry out activities related to national defence and security in accordance with the *National Defence Act*. Canada shall provide the Nunatsiavut Government with advance notice of any activities related to national defence and security in the Labrador Inuit Settlement Area, when it is reasonable to do so.
- 4.15.25 Notwithstanding section 4.15.24:
- (a) the Department of National Defence and Canadian Forces personnel have no greater rights to conduct military manoeuvres on Labrador Inuit Lands than they have with respect to other privately owned lands under Laws of General Application; and
  - (b) access to Labrador Inuit Lands for manoeuvres other than those under section 257 of the *National Defence Act* shall occur only after the conclusion of an agreement with the Nunatsiavut Government respecting timing, notice to Persons in the area affected, compensation for damages and other matters relating to the manoeuvres.
- 4.15.26 Employees, contractors and agents of the Province, Canada and Crown corporations, and Canadian Forces personnel may enter, cross and remain on

Labrador Inuit Lands and, subject to the Agreement, use resources incidental to that access to:

- (a) deliver public programs and projects;
- (b) manage, repair or maintain public works and services;
- (c) carry out inspections under Laws of General Application;
- (d) carry out duties under or enforce Laws of General Application;
- (e) respond to emergencies; and
- (f) carry out the terms of the Agreement.

4.15.27 Notwithstanding section 4.15.29, if a Person referred to in section 4.15.22, 4.15.23, 4.15.24 or 4.15.26 requires the continuous use and occupancy of Labrador Inuit Lands for more than two years for a purpose stated in those sections, that Person shall obtain a permit or other interest in the land from the Nunatsiavut Government and pay the applicable fee, charge or rent.

4.15.28 Employees, contractors and agents of Persons providing public utilities in the Labrador Inuit Settlement Area may temporarily enter or cross Labrador Inuit Lands to deliver, manage, repair and maintain those public utilities, but nothing in this section creates or is intended to create a utility easement or a right of way over Labrador Inuit Lands.

4.15.29 Persons exercising access under sections 4.15.22, 4.15.23, 4.15.24, 4.15.26 or 4.15.28 shall not be required to pay any fee, charge or rent for that access.

**Part 4.16 Inuit Access to Labrador Inuit Settlement Area Outside Labrador Inuit Lands**

4.16.1 Inuit and their transferees under sections 12.3.15 and 12.3.17 have a right of free access to Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands, subject to restrictions on access to lands set out in chapter 12. This access shall not interfere with other authorized uses or the ability of the Crown to authorize uses or dispose of Crown land.

4.16.2 Inuit have rights of access over Water overlying Crown land in the Labrador Inuit Settlement Area outside Labrador Inuit Lands for all purposes associated with the use and enjoyment of Labrador Inuit Lands and other rights under the Agreement. This access shall not interfere with other authorized uses of Water overlying Crown land or the ability of the Crown to authorize uses of Water.

**Part 4.17 Winter Trails**

- 4.17.1 In this part “Winter Trail” means a trail in the Labrador Inuit Settlement Area set out in the Map Atlas (shown for illustrative purposes only in schedule 4-F).
- 4.17.2 The Winter Trails are “travel routes” within the meaning of sections 4.15.7 and 4.15.11 and subsection 4.15.13(b) and are governed by those sections and that subsection and this part.
- 4.17.3 The Winter Trails are 6 metres (20 feet) wide.
- 4.17.4 A Winter Trail may be used by the public for transportation by snowmobile, dog sled or foot without notice to, or the consent of, the Nunatsiavut Government, while snow covered during the period from December 1 in one calendar year to May 15 in the following calendar year. This period may be varied by written agreement of the Parties.
- 4.17.5 A Non-Beneficiary who uses a Winter Trail on Labrador Inuit Lands:
- (a) may camp only at a camp site designated or approved by the Nunatsiavut Government but may, in case of necessity, erect a camp anywhere for temporary shelter; and
  - (b) notwithstanding section 4.17.4, is subject to section 4.15.12.
- 4.17.6 Except as specifically provided in this part, all limitations on access to Labrador Inuit Lands apply to Non-Beneficiaries using a Winter Trail.
- 4.17.7 Canada and the Province have no obligation under the Agreement to establish, maintain or repair or provide for the establishment, maintenance or repair of Winter Trails or camp sites referred to in this part.
- 4.17.8 A Person who uses a Winter Trail assumes any and all risks associated with use of the Winter Trail and, for greater certainty, no suit, action, claim, demand or proceeding may be commenced or brought against the Nunatsiavut Government, an Inuit Community Government or any Designated Inuit Organization, Canada or the Province or any of their respective employees, agents or assigns by any Person in respect of any injury, loss, damage, cost or expense of any kind caused by or resulting from access to or use of a Winter Trail.
- 4.17.9 The Nunatsiavut Government may restrict the use of a Winter Trail on Labrador Inuit Lands only for reasons of conservation or public safety. Except in the event of an emergency, the Nunatsiavut Government shall Consult the Province before restricting the use of a Winter Trail under this section.
- 4.17.10 No fee, charge or levy of any kind shall be payable by any Person to the Nunatsiavut Government, an Inuit Community Government, an Inuit Community Corporation or an Inuit Business for use of a Winter Trail on Labrador Inuit Lands or Community Lands, and no fee, charge or levy of any kind shall be payable by

an Inuk, Inuit Business, the Nunatsiavut Government, an Inuit Community Government or an Inuit Community Corporation to any Person for use of a Winter Trail.

4.17.11 A Winter Trail is not a road or highway under any Law.

4.17.12 For greater certainty:

- (a) where a Winter Trail is located on Labrador Inuit Lands, the lands are Labrador Inuit Lands for all purposes, subject to this part; and
- (b) nothing in this part entitles a Non-Beneficiary to Harvest on Labrador Inuit Lands except under circumstances of emergency.

**Part 4.18 Expropriation of Labrador Inuit Lands**

4.18.1 Labrador Inuit Lands shall not be Expropriated except in accordance with this part.

4.18.2 Canada or the Province, prior to making a decision to Expropriate Labrador Inuit Lands, shall:

- (a) ensure that lands other than Labrador Inuit Lands are used, if other lands are reasonably available for the purpose for which the Labrador Inuit Lands are intended to be Expropriated;
- (b) make reasonable efforts to acquire the Labrador Inuit Lands through a negotiated land transfer agreement with the Nunatsiavut Government, rather than by Expropriation; and
- (c) Consult the Nunatsiavut Government.

4.18.3 No Expropriation of Labrador Inuit Lands is effective without the prior consent of:

- (a) the Lieutenant-Governor in Council in the case of an Expropriation by a Provincial Expropriation Authority; or
- (b) the Governor in Council in the case of an Expropriation by a federal Expropriation Authority.

4.18.4 If a negotiated land transfer agreement in accordance with subsection 4.18.2(b) is not possible, the Expropriation Authority shall serve written notice of the proposed Expropriation on the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1.

4.18.5 If a piece or parcel of Labrador Inuit Lands is Expropriated, the Expropriation Authority may offer compensation in the form of other land of equivalent significance and value, but, except as provided in section 4.18.10, the Nunatsiavut

Government or a Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1, shall not be required to take compensation in the form of other land.

4.18.6 If there is a Dispute over:

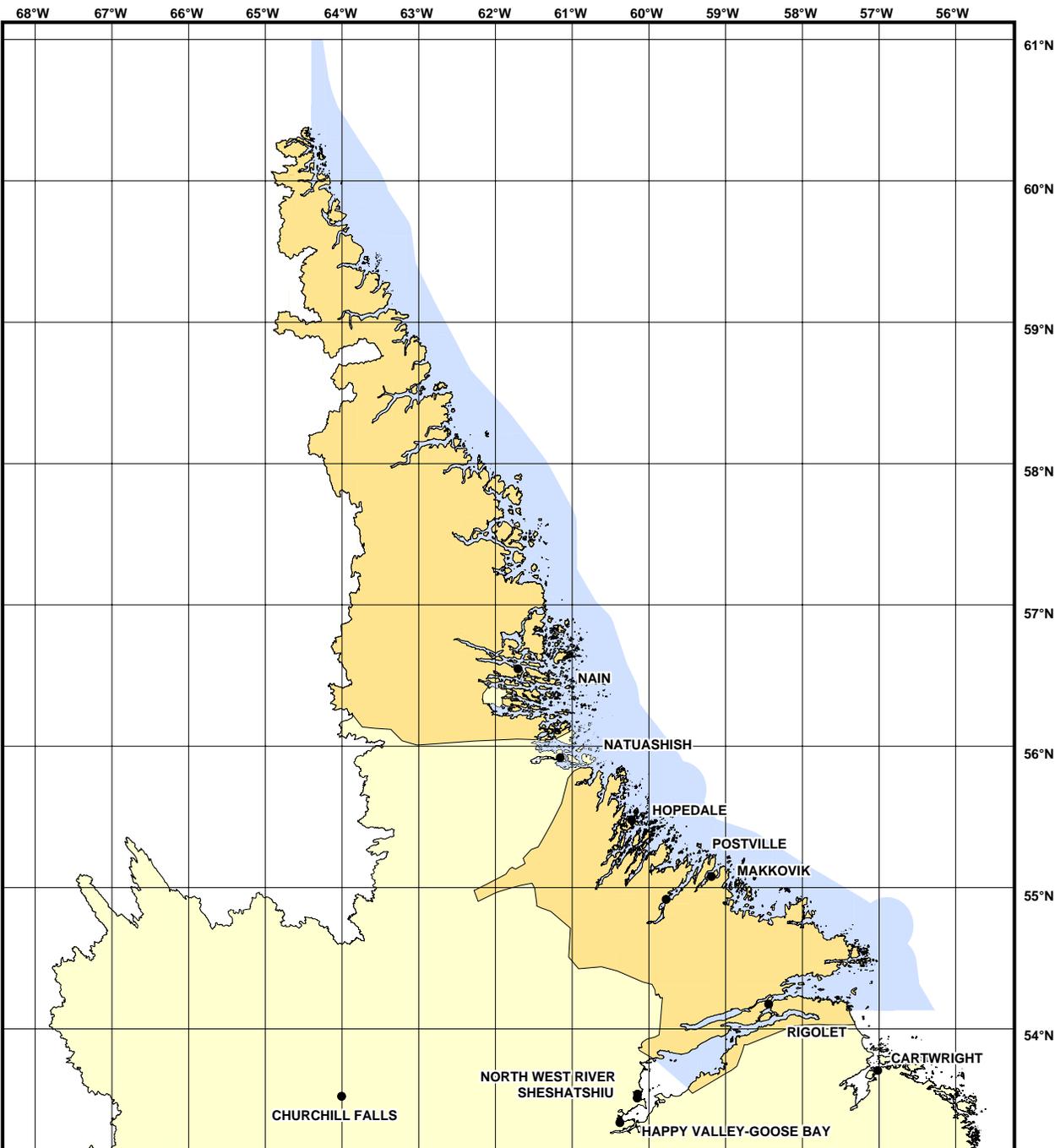
- (a) the value of, or interest in, the Labrador Inuit Lands to be Expropriated;
- (b) the amount or form of compensation;
- (c) costs; or
- (d) interest on the compensation,

the Dispute shall be referred to arbitration under chapter 21.

4.18.7 An Arbitration Panel shall consider the following matters when making an award in respect of a Dispute referred to in section 4.18.6:

- (a) loss of use of the Expropriated land to the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government, including a Person holding an interest referred to in section 4.9.1;
- (b) the adverse effect of the Expropriation on other Labrador Inuit Lands;
- (c) damage that may be caused to any unexpropriated interest in the Expropriated land;
- (d) nuisance, including noise and inconvenience to the Nunatsiavut Government and any Person claiming under the Nunatsiavut Government or holding an interest referred to in section 4.9.1;
- (e) the cultural attachment of Inuit to the Expropriated land;
- (f) the effect on Wildlife, Habitat and Harvesting by Inuit;
- (g) any particular or special value to Inuit of the Expropriated land;
- (h) any and all costs reasonably associated with the Expropriation and any related negotiations, mediation or arbitration;
- (i) the market value of the Expropriated land;
- (j) whether other land is offered in compensation and, if so, the significance and value of that land; and
- (k) any other matter that may be considered under relevant Legislation.

- 4.18.8 Upon completion of Expropriation proceedings in compliance with this part, the Expropriated interest in Labrador Inuit Lands is no longer vested in Inuit and if the entire Inuit estate under section 4.4.1 in a piece of Labrador Inuit Lands is Expropriated, that piece ceases to be Labrador Inuit Lands.
- 4.18.9 Expropriated land that is no longer required for the purposes for which it was Expropriated may, with the consent of the relevant Parties, be conveyed to Inuit at an agreed price, or, in the absence of agreement, a price determined by an Arbitration Panel in accordance with chapter 21. Land conveyed to Inuit under this section shall be Labrador Inuit Lands.
- 4.18.10 If at any time 12 percent of Labrador Inuit Lands, as identified and selected by Inuit at the Effective Date have already been and remain Expropriated, no further Expropriation of Labrador Inuit Lands shall occur unless the Expropriation Authority provides compensation that includes an amount of previously Expropriated Labrador Inuit Lands equivalent in significance and value to the Labrador Inuit Lands proposed for Expropriation.
- 4.18.11 For greater certainty, lands transferred in a land transfer agreement referred to in subsection 4.18.2(b) are not Expropriated lands and shall not be included in the calculation of the percentage of Labrador Inuit Lands referred to in section 4.18.10 that have been and remain Expropriated.
- 4.18.12 Lands acquired by Inuit as compensation under this part are Labrador Inuit Lands.



# Labrador Inuit Land Claims Agreement

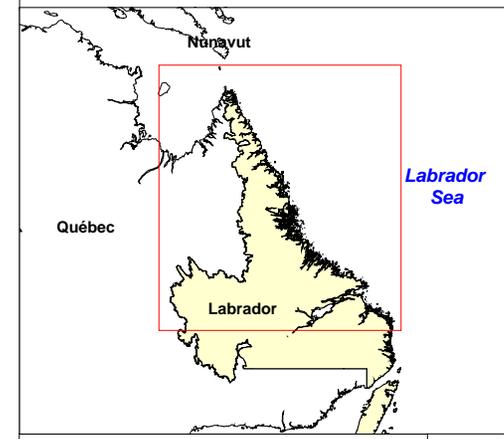
## Schedule 4-A Labrador Inuit Settlement Area (section 4.2.1)

This is not an authoritative map of the Labrador Inuit Settlement Area and has been prepared for illustrative purposes only. The authoritative maps of the Labrador Inuit Settlement Area are contained in the Map Atlas.

### legend

#### Labrador Inuit Settlement Area

- land and Waters
- Zone



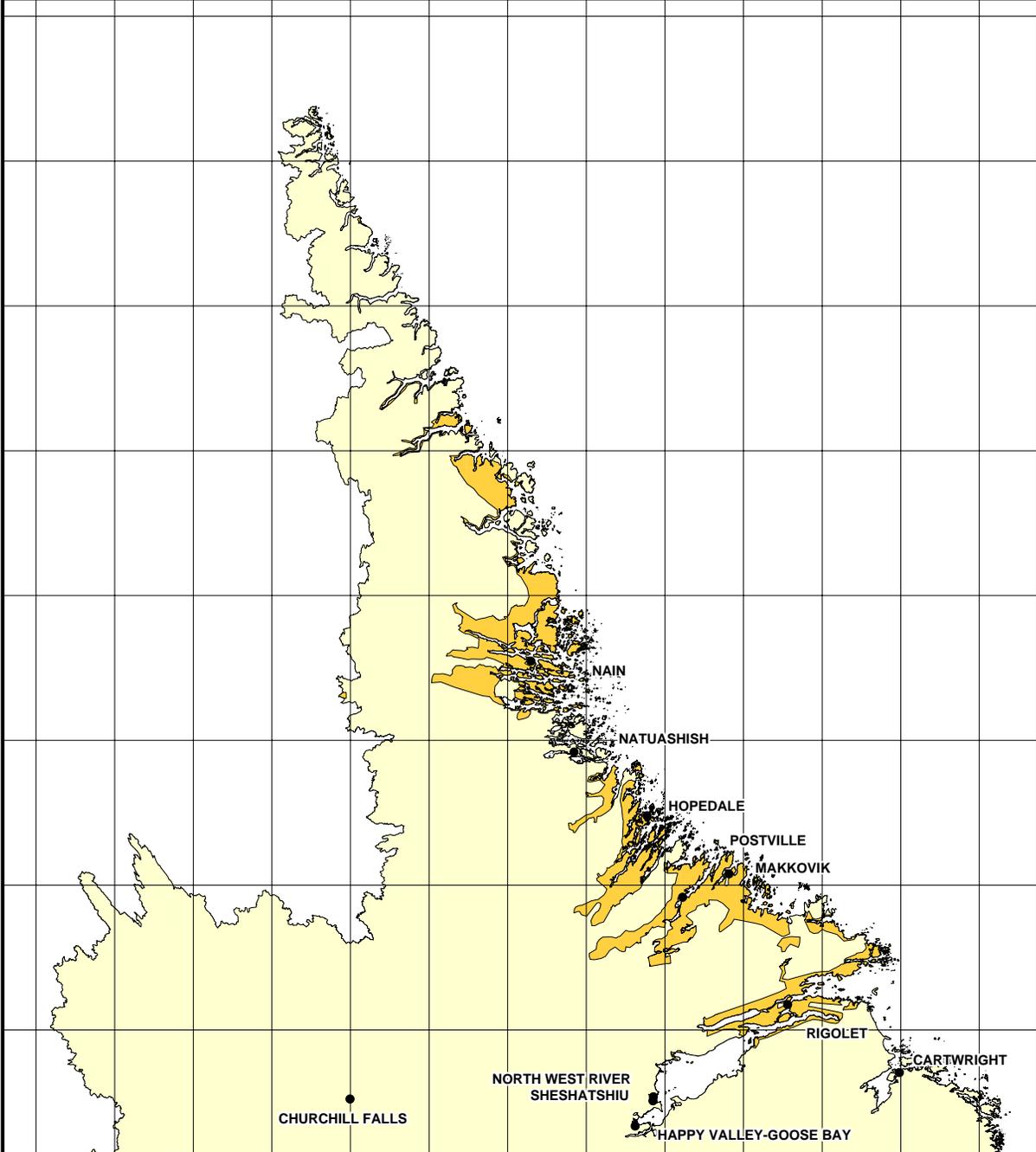
kilometres

scale  
1 : 5,000,000



68°W 67°W 66°W 65°W 64°W 63°W 62°W 61°W 60°W 59°W 58°W 57°W 56°W

61°N  
60°N  
59°N  
58°N  
57°N  
56°N  
55°N  
54°N



note: Labrador Inuit Lands within Inuit Communities not shown

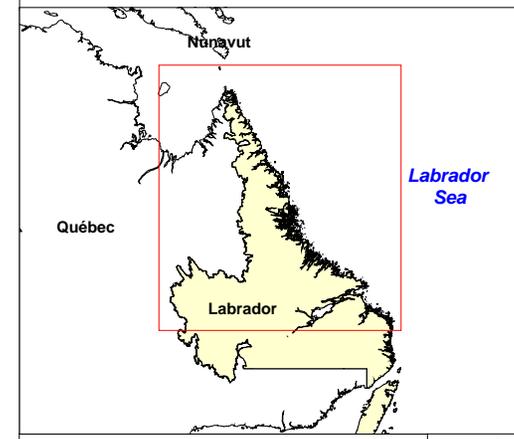
# Labrador Inuit Land Claims Agreement

## Schedule 4-B Labrador Inuit Lands (section 4.3.1)

This is not an authoritative map of Labrador Inuit Lands and has been prepared for illustrative purposes only. The authoritative maps of Labrador Inuit Lands are contained in the Map Atlas.

### legend

 Labrador Inuit Lands



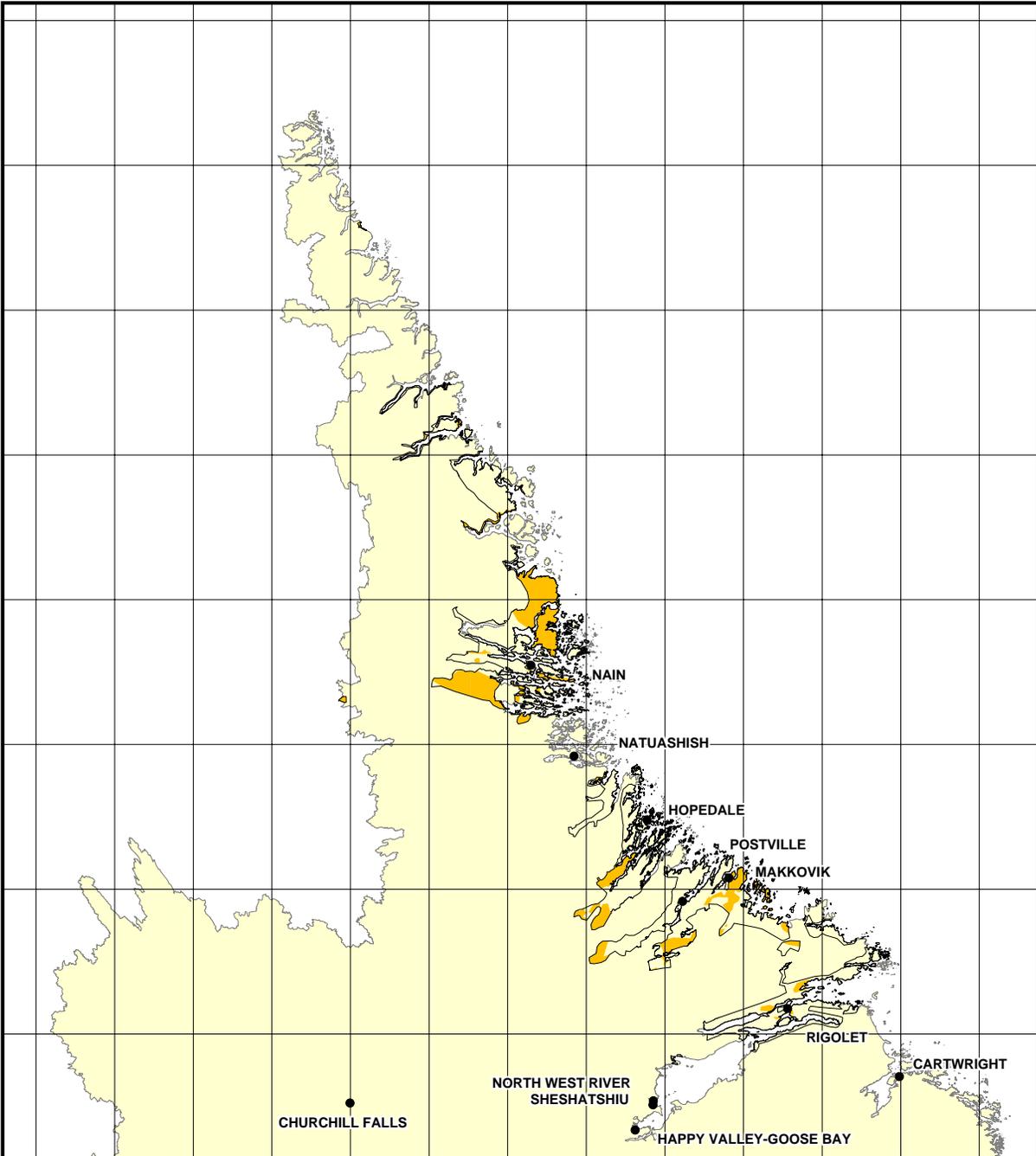
kilometres

scale  
1 : 5,000,000



68°W 67°W 66°W 65°W 64°W 63°W 62°W 61°W 60°W 59°W 58°W 57°W 56°W

61°N  
60°N  
59°N  
58°N  
57°N  
56°N  
55°N  
54°N



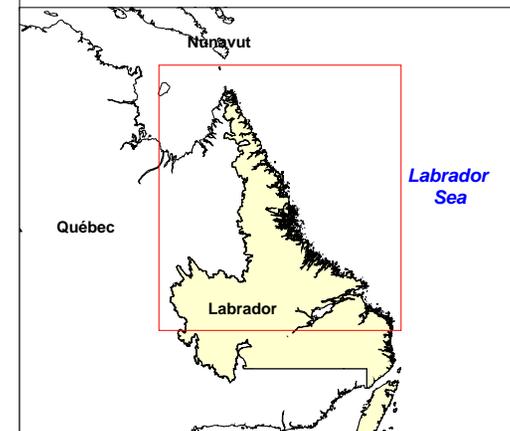
# Labrador Inuit Land Claims Agreement

## Schedule 4-C Specified Material Lands (section 4.3.3)

This is not an authoritative map of Specified Material Lands and has been prepared for illustrative purposes only. The authoritative maps of Specified Material Lands are contained in the Map Atlas.

### legend

- Specified Material Lands
- Labrador Inuit Lands



0 100 200

kilometres

scale  
1 : 5,000,000



# Labrador Inuit Land Claims Agreement

## Schedule 4-D

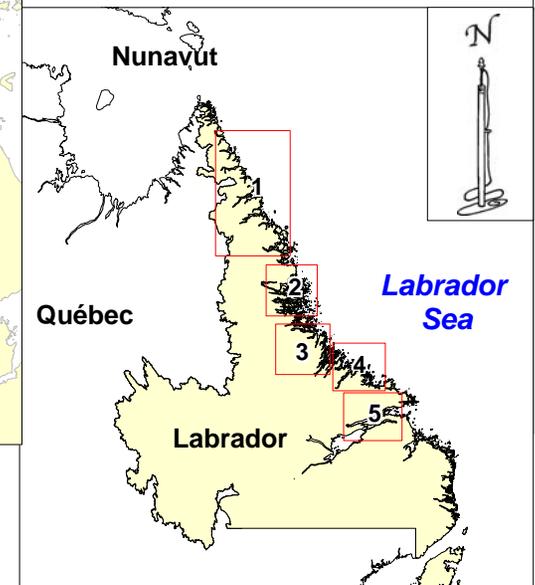
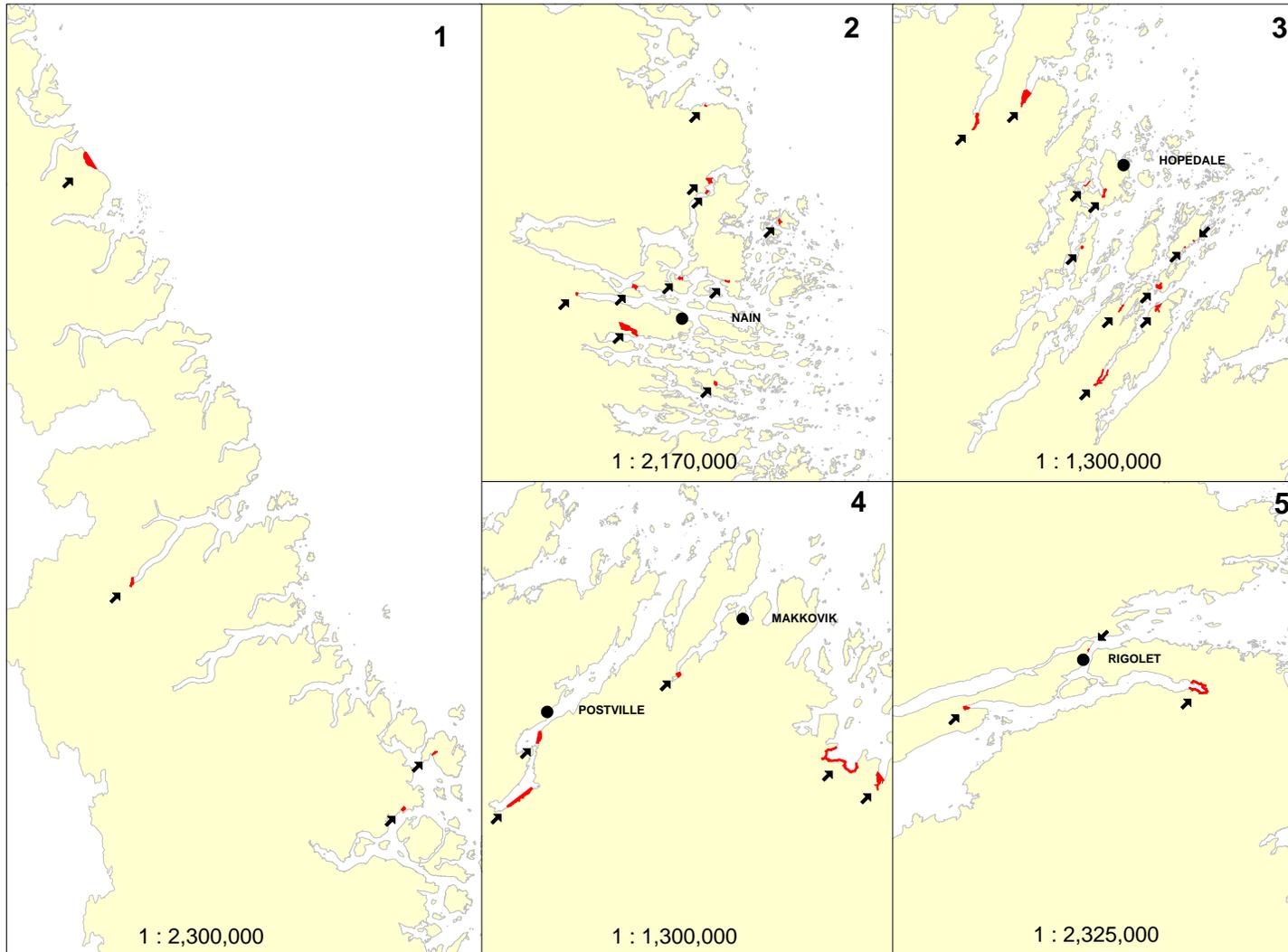
### Water Lots

(section 4.4.3)

This is not an authoritative map of Water Lots and has been prepared for illustrative purposes only. The authoritative maps of the Water Lots are contained in the Map Atlas.

### legend

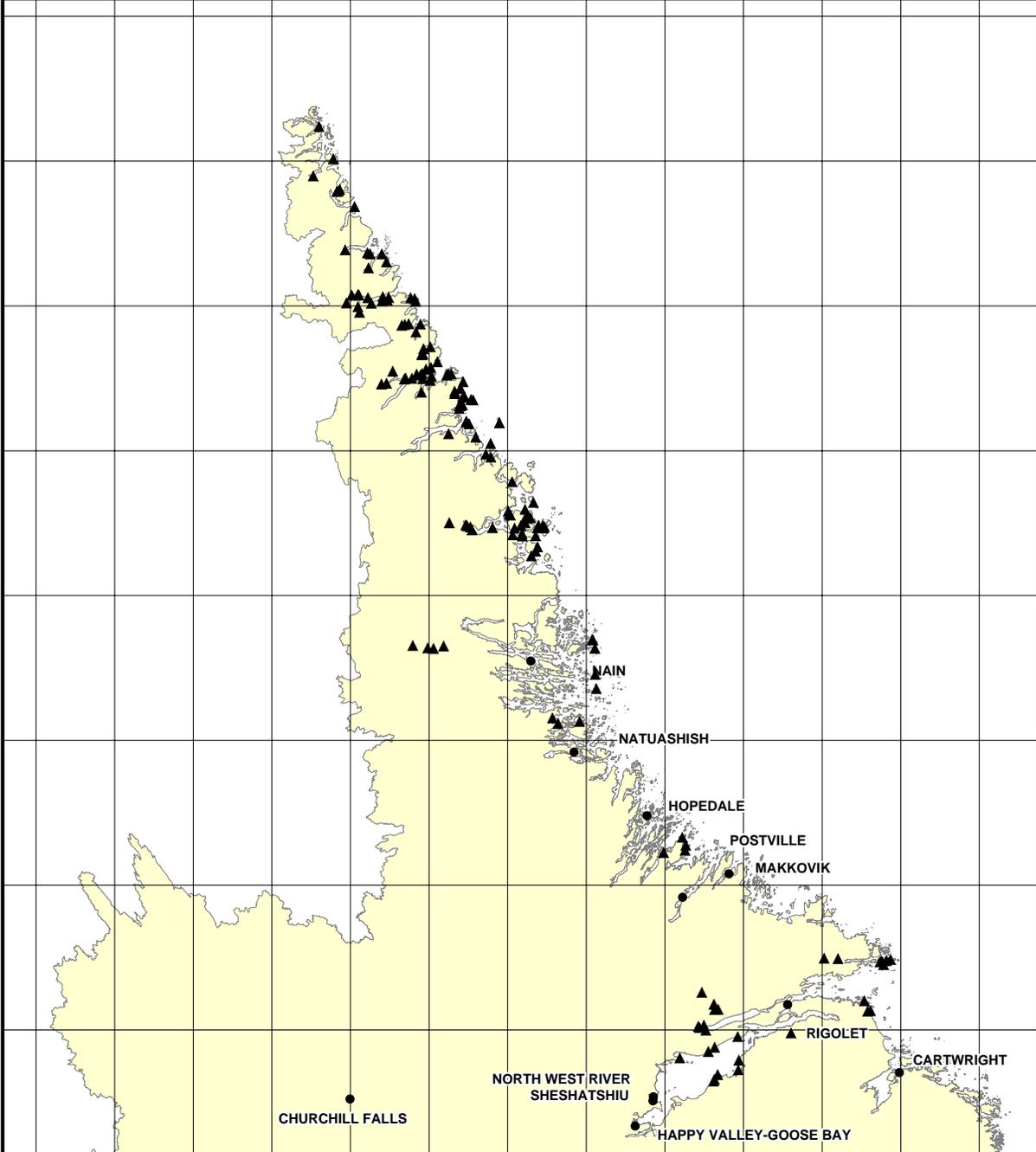
 Water Lots



note: Water Lots adjacent to Inuit Communities not shown

68°W 67°W 66°W 65°W 64°W 63°W 62°W 61°W 60°W 59°W 58°W 57°W 56°W

61°N  
60°N  
59°N  
58°N  
57°N  
56°N  
55°N  
54°N



# Labrador Inuit Land Claims Agreement

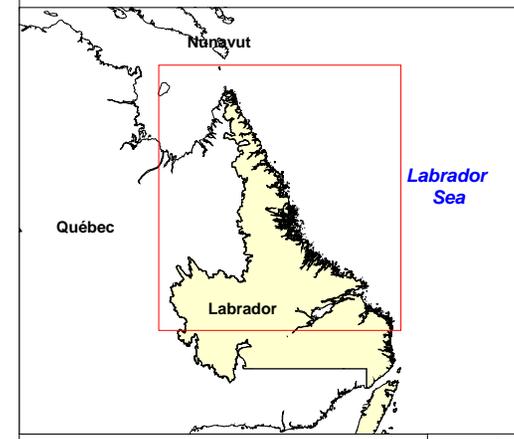
## Schedule 4-E

### Aullâsimavet (section 4.14.1)

This is not an authoritative map of Aullâsimavet and has been prepared for illustrative purposes only. The authoritative maps of Aullâsimavet are contained in the Map Atlas.

### legend

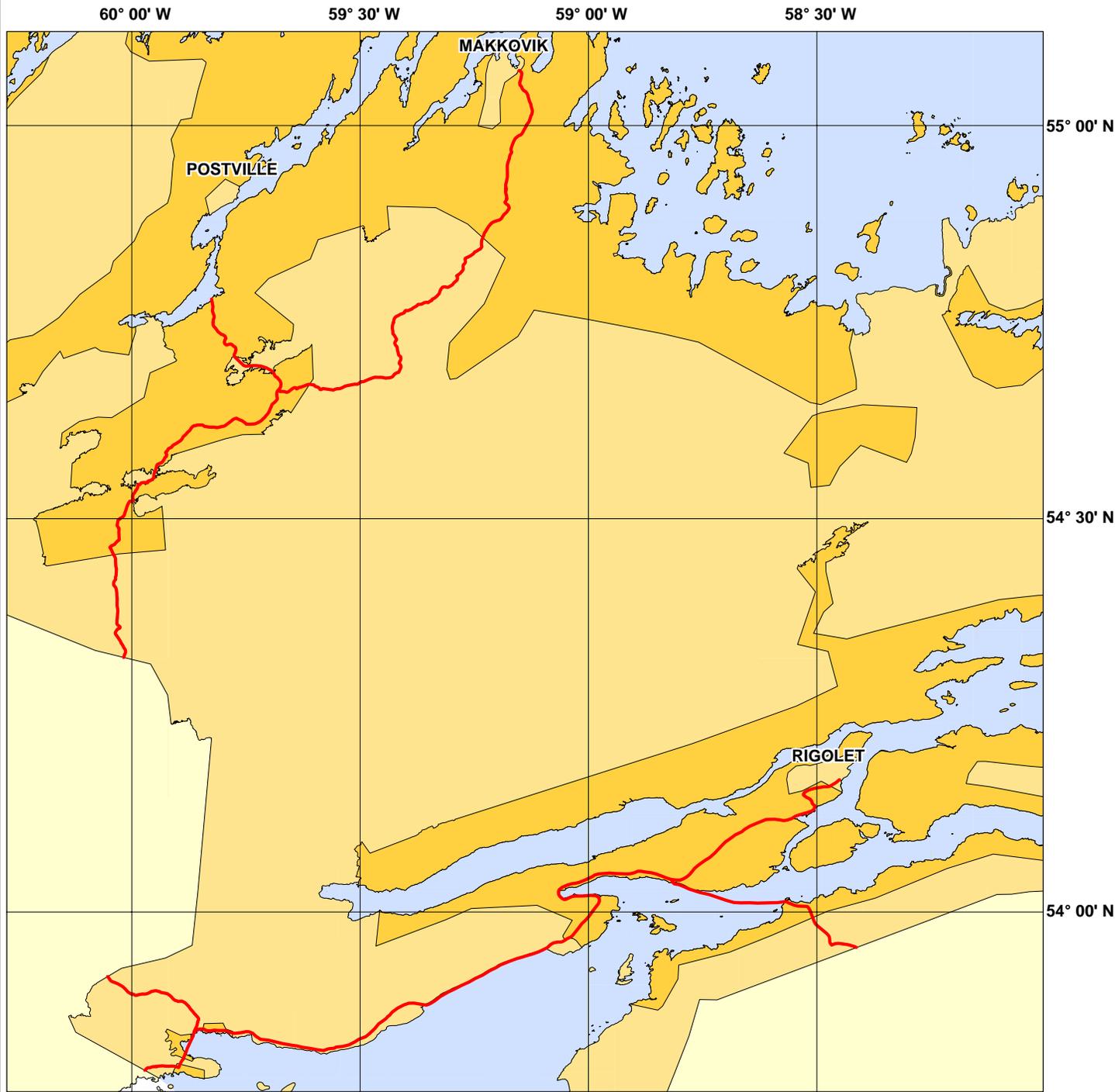
▲ Aullâvik (outside Labrador Inuit Lands)



kilometres

scale  
1 : 5,000,000





# Labrador Inuit Land Claims Agreement

## Schedule 4-F Winter Trails (section 4.17.1)

This is not an authoritative map of the Winter Trails and has been prepared for illustrative purposes only. The authoritative maps of the Winter Trails are contained in the Map Atlas.

### Legend

- Winter Trail
- Labrador Inuit Lands
- Labrador Inuit Settlement Area (land and Waters)
- Labrador Inuit Settlement Area (Zone)

