

## **DEHCHO NDEHE**

### **DEHCHO TITLE**

1.1 The Dehcho Government, on behalf of the Dehcho Dene, will be vested with title, which may be referred to as “Dehcho title”, to the lands the boundaries of which are shown on the map described in part 1 of the appendix to this chapter, totaling approximately 70,000 square kilometres, including the mines and minerals that may be found to exist within, upon or under such lands, subject to the interests listed in part 2 of the appendix to this chapter and to the interests granted under 1.2.

1.2 Before the Effective Date, a person authorized by the Dehcho First Nations may, on behalf of the Dehcho Government, execute an agreement for the granting of an interest described in part 3 of the appendix to this chapter. All such interests will come into effect on the Effective Date and the agreement will bind the Dehcho Government on whose behalf it was executed.

1.3 Before the Effective Date, the Parties may amend part 3 of the appendix to this chapter by adding thereto the descriptions of additional interests.

1.4 During the first year after the Effective Date, the Parties will amend part 2 of the appendix to this chapter to include any interests granted before the Effective Date that are still in effect immediately before that date. Any such amendment will be deemed to have been made immediately before the Effective Date.

1.5 In the case of a dispute among the Parties as to whether any interest has been granted before the Effective Date or is still in effect immediately before that date, one of the Parties may refer the dispute for resolution in accordance with DR. Any interest that an arbitrator determines under DR to have been granted before the Effective Date and to still have been in effect immediately before that date shall be deemed to have been included in part 2 of the appendix to this chapter immediately before the Effective Date.

1.6 During the first year after the Effective Date, the Parties may amend part 2 of the appendix to this chapter to correct an error in the reference to an interest or to remove an interest that did not exist immediately before the Effective Date. Any such amendment will be deemed to have been made immediately before the Effective Date.

1.7 Dehcho title is held in the form of fee simple title. The form of title shall not be construed as having the effect of extinguishing any rights recognized and affirmed by section 35 of the *Constitution Act, 1982*. Title held by the Dehcho Government to Dehcho Ndehe includes title to water in, on or under the lands.

1.8 Unless otherwise provided on the map described in part 1 of the appendix to this chapter or on a registered plan of survey of the boundaries of Dehcho Ndehe,

- (a) Dehcho title shall include title to the beds of lakes, rivers and other water bodies wholly contained within the boundaries of Dehcho Ndehe;

(b) where a boundary of Dehcho Ndehe crosses a lake, river or other water body, Dehcho title shall include the portion of the bed of that water body within the boundaries of Dehcho Ndehe; and

(b) Dehcho title shall not include title to the bed of any lake, river or other water body or to any island in a water body where the water body is shown or described as a boundary of Dehcho lands.

1.9 Interests in Dehcho Ndehe may only be conveyed by the Dehcho Government to

(a) A Dehcho Community Government; or

(b) government or another expropriating authority, in circumstances where that authority could expropriate those lands pursuant to the Dehcho Agreement.

1.10 The lands conveyed by Dehcho the under 1.9(b) cease to be Dehcho Ndehe and any lands the fee simple title to which is received in exchange become Dehcho Ndehe.

1.11 1.9 shall not be interpreted to prevent the Dehcho Government from granting leases or licences to any person for the use and occupancy of Dehcho Ndehe, or from granting rights to any person to remove natural resources, including minerals, and to own such resources upon removal.

1.12 Dehcho Ndehe lands are not subject to seizure or sale under court order, writ of execution or any other process whether judicial or extra-judicial.<sup>1</sup>

1.13 Dehcho Ndehe shall not be mortgaged, charged or given as security.<sup>2</sup>

1.14 1.12 and 1.13 do not apply to any leasehold interest in Dehcho Ndehe or to any mortgage, charge or security granted in respect of such a leasehold interest.

1.15 No person may acquire by prescription an estate or interest in Dehcho Ndehe.<sup>3</sup>

1.16 Subject to chapter XX (Access), any access route across Dehcho Ndehe which is established or improved after the Effective Date shall, unless the Dehcho Government otherwise agrees, remain Dehcho Ndehe and not be a highway or public road, by operation of law or otherwise.

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<sup>1</sup> DFN negotiators seeking instructions.

<sup>2</sup> DFN negotiators seeking instructions.

<sup>3</sup> DFN negotiators seeking instructions.

## **2 SPECIFIED SUBSTANCES**

2.1 The holder of a mining right listed in part 2 of the appendix to this chapter or that is a renewal or replacement thereof granted by government, has the right to take, use, damage or destroy Specified Substances in those lands, incidentally in the course of exercising that mining right, but shall, where practicable, exercise such rights so as to minimize interference with the right of the Dehcho Government to work specified substances.<sup>4</sup>

2.2 Compensation shall be paid to the Dehcho Government in respect of any Specified Substances taken, used, damaged or destroyed in accordance with 2.1.

2.3 Specified Substances that are still on the land that is subject to that mining right when the right terminates become the property of the Dehcho Government.

## **3 CONTAMINATED SITES**

3.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in the NWT, the program shall, at the discretion of the Dehcho Government, apply to such sites on Dehcho Ndehe as if the lands were Crown lands.

3.2 After the Effective Date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the Effective Date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended to include that site.

3.3 Any dispute as to whether a contaminated site existed on the Effective Date may be referred for resolution in accordance with chapter DR by a Party. If a dispute goes to an arbitrator in accordance with chapter DR and if the arbitrator confirms that a site existed on the Effective Date, the list in part 4 of the appendix to this chapter shall be considered to have been amended to include that site.

3.4 Government shall be responsible for the costs associated with any clean-up under 3.1 on Dehcho Ndehe. This provision shall not prevent government from recovering any costs associated with the clean-up from a person who is liable for these costs.

3.5 Compensation shall be payable for damage which may be caused to Dehcho Ndehe as a result of the clean-up of Dehcho Ndehe under 3.1.

3.6 Government shall be liable for any loss or damage to a Dehcho Citizen, to the Dehcho First Nations or to the Dehcho Government from contaminated sites on Dehcho Ndehe whether or not they are known on the Effective Date. This provision does not affect any obligation of government under 3.1 and 3.4.

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<sup>4</sup> DFN negotiators seeking instructions.

#### **4 BOUNDARIES AND SURVEYS**

4.1 The Government of Canada shall survey the boundaries of Dehcho Ndehe in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act* within the time specified in the Implementation Plan.

4.2 Canada shall be responsible for the cost of the survey conducted under 4.1.

4.3 During the survey conducted under 4.1,

(a) those portions of seismic lines and other artificial features used as reference points for the boundaries of Dehcho Ndehe shall be monumented by government sufficiently, as determined by the Surveyor General, to define their location; and

(b) natural features used as reference points for boundaries of Dehcho Ndehe shall be photographed by government.

4.4 Where the map described in part 1 of the appendix to this chapter indicates that a part of a boundary of Dehcho Ndehe is defined by reference to natural features but, during the survey conducted under 4.1, it is found that the natural features

(a) are not well defined;

(b) do not exist; or

(c) are not located, in relation to other features used as reference points for the boundaries of Dehcho Ndehe, where the map indicates they would be, the Surveyor General shall have the authority, in consultation with the Parties, to mark that part of the boundary on the ground and show it on the plan of survey in a location that reflects as closely as possible the intention of the Parties when the map was finalized.

4.5 The Dehcho Government shall be responsible for the cost of surveys associated with the leasing and subdivision of Dehcho Ndehe.

4.6 Boundaries of Dehcho Ndehe that are defined by reference to natural features shall change with the movements of the natural features as long as these movements are gradual and imperceptible from moment to moment.

4.7 Where there is a dispute respecting the boundary of an interest that is listed in part 2 of the appendix to this chapter or that is a renewal or replacement thereof granted by government between the holder of that interest and the holder of an adjacent interest granted by the Dehcho Government, either holder may refer the dispute to the designated representative of the institution from which it received that interest. Where the representative to whom the dispute was referred and the other designated representative agree, a survey shall be conducted in accordance with their agreement. The plan of survey, upon registration, replaces any other

description of the boundary. The Minister shall, for the purpose of this provision, designate who is the representative of a government institution.

4.8 Where a survey is conducted under 4.7 for an interest created by an instrument that is registered at the Land Titles Office for the Northwest Territories, the plan of the survey may, if it is signed by the representatives who agreed to it being conducted, signifying their acceptance of the plan, be submitted by one of those representatives to the Registrar of Land Titles for the Northwest Territories for registration. Upon submission of the plan in the required form, the Registrar shall register it.

## **5 REGISTRATION**

5.1 The Government of Canada shall submit to the Registrar of Land Titles for the Northwest Territories, for registration, the plan of survey of the boundaries of Dehcho Ndehe prepared under 4.1 as soon as possible after the plan has been signed by representatives of the Parties, signifying their acceptance of it. Upon submission of the plan in the required form, the Registrar shall register it.

5.2 The Dehcho Government has a right to obtain a certificate of title of Dehcho Ndehe after the plan of survey prepared under 4.1 has been registered, upon making a request in the form prescribed by legislation.

5.3 Upon the registration of the plan of survey prepared under 4.1, the surveyed boundaries of Dehcho Ndehe replace the description of the boundaries of Dehcho Ndehe shown on the map described in part 1 of the appendix to this chapter, as of the Effective Date.

## **6 ADMINISTRATION OF EXISTING RIGHTS AND INTERESTS**

6.1 Government shall continue to administer the interests listed in part 2 of the appendix to this chapter and any renewals or replacements thereof granted by government under legislation, as if the lands had not become Dehcho Ndehe. Government shall have the power to grant renewals and replacements for those interests under that legislation, as if the lands had not become Dehcho Ndehe, except that, in the case of an interest that is not a mining right, this power does not extend to a renewal or replacement that would authorize an activity of a type or in a location not authorized by the interest renewed or replaced. For greater certainty, any dispute resolution process in the Crown lands legislation continues to apply to interests listed in part 2 of the appendix to this chapter and their renewals and replacements.<sup>5</sup>

6.2 Subject to 6.4 government may make discretionary decisions respecting an interest referred to in 6.1 on the basis of government's resource management policy, including those respecting royalties, rents and other charges.<sup>6</sup>

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<sup>5</sup> DFN negotiators seeking instructions.

<sup>6</sup> DFN negotiators seeking instructions.

6.3 Government shall Consult the Dehcho Government before changing legislation under which any interests referred to in 6.1 were granted.

6.4 Government shall Consult the Dehcho Government before making any change in any interests referred to in 6.1, including a change to the royalties, rents or other charges that apply to them.

6.5 Nothing in 1.1 or 6.1 shall prevent the holder of an interest referred to in 6.1 and the Dehcho Government from agreeing to the termination of the interest, with or without a replacement arrangement between the holder and the Dehcho Government.

## **7 ROYALTIES AND NON-REFUNDED RENTS**

7.1 Any royalties or non-refunded rents received by government, in respect of the period between the date of the Agreement and the Effective Date, for an interest listed in part 2 of the appendix to this chapter, shall be accounted for by government and an equal amount paid to the Dehcho Government as soon as practicable after the Effective Date.<sup>7</sup>

7.2 Any royalties or non-refunded rents received by government in respect of the period after the Effective Date for an interest listed in part 2 of the appendix to this chapter or for any replacement thereof shall be accounted for by government and an equal amount paid to the Dehcho Government as soon as practicable after each calendar year quarter.<sup>8</sup>

7.3 Amounts payable by government under 7.1 and 7.2 and amounts payable to another Aboriginal people under any similar provision in another land claims agreement in the Mackenzie Valley shall not be considered as amounts received by government for the purpose of the Mineral Royalties chapter.<sup>9</sup>

## **8 SHARING OF EXCESS REVENUES FROM DEHCHO MINERALS**

8.1 The Dehcho Government shall share any excess mineral revenues with the Aboriginal people in the Mackenzie Valley.<sup>10</sup>

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<sup>7</sup> DFN negotiators seeking instructions.

<sup>8</sup> DFN negotiators seeking instructions.

<sup>9</sup> DFN negotiators seeking instructions.

<sup>10</sup> DFN negotiators seeking instructions.

## **APPENDIX TO DEHCHO NDEHE**

### **PART 1 BOUNDARIES OF DEHCHO NDEHE (1.1)**

#### Official Description

The map with the description of the boundaries of Dehcho Ndehe is the map, consisting of XX mapsheets, numbered 1 to XX, initialled by the Chief Negotiators and filed in the Land Titles Office, Northwest Territories Registration District on (date) as plan number XXX .

#### Illustrative Map

An illustrative map showing Dehcho Ndehe may be found in part XX of the appendix to chapter XX.

#### List of Excluded Parcels

Notes: The lists in this part are intended to be a snapshot of the excluded parcels as of the effective date, and are included in this appendix for general information only. The official descriptions of the excluded parcels are referenced on the map filed in the Land Titles Office on XXX.

“LTO” means Land Titles Office, Northwest Territories Registration District.

“NTS” means National Topographic System.

“CLSR” means Canada Lands Surveys Records.

The boundaries of the excluded parcels are described in the following:

A. Certificates of Title registered in the Land Titles Office, Northwest Territories Registration District:

### **PART 2 EXISTING INTERESTS**

### **PART 3 NEW INTERESTS WITH DEHCHO GOVERNMENT (1.2; 1.3)**

### **PART 4 CONTAMINATED SITES (3.1; 3.2; 3.3)**