

Appendix LS

**Dehcho First Nations (DFN)  
AGREEMENT-IN-PRINCIPLE  
LAND SELECTION CRITERIA**

**GENERAL**

1. The Parties agree that the negotiation of lands that will become Dehcho Ndehe will be in accordance with the criteria set out in this Appendix.
- Concurrent Land Selection**
2. The land selection processes for Dehcho land selection within Communities and outside Communities will be undertaken concurrently, unless otherwise agreed.
- Negotiations in NWT**
3. Land selection negotiations will take place at locations in the Northwest Territories to be determined by a workplan developed by the Parties prior to the commencement of land selection. Where possible, negotiations will take place in the relevant Community.
- Funding**
4. Prior to land selection, the Parties will discuss the level of funding and funding sources required for the DFN to participate in land selection negotiations.
- Agreement Area**
5. Prior to land selection the Parties will agree on an Dehcho Settlement Area

**Information**

6. Prior to the commencement of land selection and after the signing of the Agreement-in-Principle, Government will provide the DFN with the following information concerning the Dehcho Settlement Area
  - (a) current information respecting the location and nature of existing Government and third party interests, including oil and gas permits, commercial fishing licences, surface leases, land use permits and other land use authorizations, agreements for sale, applications for lease, rights-of-way, easements, recorded mining rights, timber permits, outfitters and lodge licences, fee simple grants, quarrying permits and leases;
  - (b) any available maps and information respecting known deposits of oil, gas, sand, gravel and construction materials;
  - (c) maps or lists of all proposed parks or other protected areas. The identification of new parks or other protected areas may be considered in the course of land selection negotiations. Provisions relating to particular protected areas may be included in this Agreement;
  - (d) a list of all identified contaminated waste sites and available information relating to them;
  - (e) known public routes, utility corridors, pipelines, airstrips and trails; and
  - (f) any available information regarding known
    - i) unauthorized or traditional use cabins; and
    - ii) burial sites.

**DFN Land Use Maps**

7. Prior to land selection, the DFN will table land use maps showing DFN cabins and burial sites for review by Government.

**LAND SELECTION – DEHCHO NDEHE**

**DFN Land Selection Maps**

8. Initial land selection maps (using 1:250,000 scale National Topographic Series maps) will be prepared by the DFN which may identify up to one and one half

times the total land quantum. The maps will show surface and subsurface selections, as well as any existing recognized routes being used on a regular basis, whether year round or intermittently. An estimate of the area of each selection will also be indicated on the maps.

9. Land selection for Dehcho Ndehe will be made so as to provide the DFN with land for inclusion in the Dehcho Agreement, while leaving sufficient Crown land:
  - (a) which is accessible and available to the Communities for public purposes;
  - (b) for any affected Aboriginal group not a party to the Dehcho Agreement; and
  - (c) for public purposes, including access for recreation, and Wildlife and Fish harvesting.

**Representative Selections**

10. Land selections in the Dehcho Settlement Area will be representative of the topography and quality of the lands in the Dehcho Settlement Area.

**Special Harvesting Areas**

11. Where the objectives of the Parties cannot be met through the process of land selection, negotiations at the time of land selection may provide special opportunities for the DFN for the harvesting of Fish and other species of Wildlife in designated areas.

**Restrictions on Access**

12. During land selection the Parties may negotiate locations where access is restricted. These negotiations will be intended to balance the interest of the DFN for exclusive possession of their lands and the interest of the public.

**Dehcho Citizen Interests**

13. The DFN may, with the consent of a Dehcho Citizen who has an interest in a building or other structure affixed to the land, propose for selection Crown or Commissioner's lands underlying such interests. The DFN will provide Government the written consent of the Dehcho Citizen. Such consent is not required if the interest of that Dehcho Citizen is limited to that of a tenant or occupant of the building or structure.

**Selection of Undeveloped Land Administered by Canada**

14. Land that is administered by, or reserved in the name of any department or agency of Canada, and that is not required for public purposes, may be selected.

#### **SPECIFIC SITES - WITHIN THE DEHCHO SETTLEMENT AREA**

15. The Parties may negotiate the selection of specific sites within the Dehcho Settlement Area, which will not exceed one hectare in area which will form part of the quantum, unless otherwise agreed, and will not include the subsurface.
16. Unless otherwise agreed, and to the extent possible, specific sites will be regular in shape and avoid disproportionately large frontages along water bodies.
17. Specific sites are to be areas such as Camps for harvesting or areas currently being used by a Dehcho Citizen.
18. The DFN may, with the consent of a Dehcho Citizen normally occupying or using a specific site, propose that site for selection. The DFN will provide Government the written consent of the Dehcho Citizen.

#### **COMMUNITY BOUNDARY**

19. Where there are no Community boundaries established, the Development Control Zone boundary will constitute the boundary for the purpose of land selection.
20. Prior to commencing land selection negotiations, the community boundary will be confirmed by the Parties.

#### **RESTRICTIONS**

21. Land subject to a fee simple interest or an agreement for sale may not be selected, unless otherwise agreed.
22. Crown or Commissioner's Land subject to a lease is not available for selection unless the lessee's interest is treated in a manner satisfactory to the DFN and Government. The lessee will be given written notice by Government if such land is being considered for selection.
23. Lands will not be selected within 30.48 metres of the boundary of the Dehcho Settlement Area, unless otherwise agreed.

24. Contaminated sites that have been identified prior to selection will not be available for selection unless otherwise agreed.
25. Producing mines and minerals properties at an advanced stage of exploration shall not be identified as Dehcho Ndehe. Advanced Stage of Exploration.
26. Land Selection may be restricted in areas of overlap with other Aboriginal groups.

### **COMPLETION**

27. The land selection maps will, if required, be transposed on to alternative scale maps.
28. The transposing of the maps will be the responsibility of Government.
29. Land selection will be completed by the initialling by all Parties of:  

all maps, legal descriptions or sketch plans setting out land that may become Dehcho Ndehe outside a Community.

### **LAND WITHDRAWAL**

30. Land withdrawal pursuant to the *Territorial Lands Act* or the *Commissioner's Land Act* will occur as soon as reasonably possible following agreement between Government and the DFN respecting land selection. The initialed maps will form the basis for an Order-in-Council to withdraw the final land selection identifications.
31. Upon withdrawal of lands following completion of land selection, both Parties concerned will have 60 days to conduct a period of public review and Consultation<sup>1</sup> concerning the initialed maps.
32. Where urgent circumstances require, the Parties may agree to the withdrawal of certain land selections notwithstanding that all land selections have not been completed.

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<sup>1</sup> Consultation with other Aboriginal groups would start prior to the initialing of the maps

33. Upon completion of the review period specified in paragraph 35, the initialed maps will be confirmed or amended, and the land withdrawal amended by Order-in-Council.
34. The withdrawal of lands will be subject to existing rights, titles or interests, including licenses, permits, authorizations, reservations, reservations by notation and any associated benefits and privileges, including renewals, replacements, extensions in time and transfers as might have been granted or permitted had the land not been withdrawn, provided that:
  - (a) there will be no significant changes in the terms and conditions of such renewals, replacements, extensions or transfers; and
  - (b) the interest holder will be given notice of the withdrawal and advised by Government that the lands have been selected.
35. Paragraph 34 will not be construed to affect any discretion of Government to grant or refuse the renewal, replacement, extension of term or transfer of any interest in land or license, permit or authorization.
36. Permits may be issued under the *Territorial Quarrying Regulations* or the *Commissioner's Lands Regulations* in respect of sources of construction materials in the following circumstances:
  - (a) for quarrying sites which were in use or identified prior to the date of the withdrawal order; or
  - (b) where, after Consultation with the DFN, the territorial land agent or other designated person determines there is no alternative source of supply reasonably available in the surrounding area and the materials are required for essential public construction purposes.
37. No new timber permits or licenses, other than renewals or replacements of existing timber permits or licenses issued pursuant to the *Forest Management Act*, will be issued in respect of the withdrawn lands except:
  - (a) with the consent of the DFN; or,
  - (b) in cases of overriding public interest as determined by the Minister and after Consultation with the DFN.
38. For greater certainty, the provisions of this section will not affect access to or across withdrawn lands for the period of the withdrawal.

39. For greater certainty, withdrawn lands remain Crown lands or Commissioner's lands under administration and control of the Minister or Commissioner.

**Status of this Appendix**

40. While this Appendix will form part of the Agreement-in-Principle it will not form part of the Dehcho Agreement.<sup>2</sup>

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<sup>2</sup> May or may not be contained in a Dehcho Agreement. Parties to discuss