

DEHCHO COMMUNITY LAND

CL.1 LAND TO BE TRANSFERRED

CL.1.1 On the Effective Date:

- a) Dehcho Community Governments are vested with title to unsurveyed Crown lands within the community boundary as identified in Appendices ___ of the Dehcho Agreement.
- b) Dehcho Community Governments are vested with title to unsurveyed Commissioner's Land within the community boundary as identified in Appendices _ of the Dehcho Agreement.
- c) Canada will transfer title to the surveyed Crown land within the community boundary as identified in Appendices _ of the Dehcho Agreement, to the respective Dehcho Community Government. .
- d) the GNWT will transfer title to the surveyed Commissioner's Land within the community boundary as identified in Appendices _ of the Dehcho Agreement to the respective Dehcho Community Government. .

CL.2 NATURE OF TITLE

- CL.2.1 Community Land transferred under CL.1.1 will be held in fee simple by a Dehcho Community Government and will consist of the Surface interest only.¹
- CL.2.2 Community Land may be sold, mortgaged or pledged for security by a Dehcho Community Government.²
- CL.2.3 Community Land which has been sold, mortgaged or pledged for security may be seized or sold under court order.
- CL.2.4 Community Land is subject to the application of Legislation³ and subject to the bylaws of a Dehcho Community Government.

CL.3 EXISTING INTERESTS

¹ Tlicho Agreement provides for restrictions on subsurface development within community lands.

² DFN negotiators will seek instructions.

³ DFN propose: ...”subject to the application of Legislation which is applicable pursuant to this chapter, and subject to...”

- CL.3.1 Existing interests⁴ on Community Land transferred under CL.1.1 on the Effective Date will be identified in Appendices _ of the Dehcho Agreement⁵.
- CL.3.2 ⁶Existing interests on Community Land on the Effective Date will continue in accordance with their terms and conditions and applicable Legislation.
- CL.3.3 Prior to the Dehcho Agreement, the Parties will identify any existing interests on Dehcho Community Land that will continue to be administered by Government after the Effective Date.

CL.4 SURVEYS AND ISSUANCE OF TITLE

- CL.4.1 Upon Ratification of the Dehcho Agreement by the Parties, Canada will, at its expense, survey the boundaries of all Community Land in accordance with a schedule to be established in the Implementation Plan unless a valid plan of survey exists.
- CL.4.2 Surveys will be conducted in accordance with the *Canada Lands Surveys Act* and the instructions of the Surveyor General of Canada. The completed surveys will be deposited in the Canada Lands Survey Records and registered with the Land Titles Office.
- CL.4.3 For purposes other than those set out in the Dehcho Agreement, the cost for surveys within Community Boundaries after the Effective Date, will be the responsibility of the respective Dehcho Community Government and will be conducted in accordance with the *Canada Lands Surveys Act*.
- CL.4.4 Upon completion of the plan of survey agreed to by the Parties, a copy of the plan of survey will be deposited with the Land Titles Office or such other officials as may be required along with other necessary documentation so that a certificate of title may be issued.

CL.5 CONTAMINATED SITES⁷

- CL.5.1 The Dehcho Agreement will provide that where Government undertakes any program respecting the Remediation of Contaminated Sites on Crown lands in the Dehcho Settlement Area, the program will apply to Contaminated Sites on Dehcho Community Lands that are identified prior to the Effective Date.

⁴ DFN suggest adding “to be recognized by the Dehcho Agreement” after ‘interests’.

⁵ Why not in AiP?

⁶ DFN would begin sentence with “Subject to any exceptions listed in the appendix to this chapter...”

⁷ DFN say contaminated sites should be listed in an appendix to this chapter.

- CL.5.2. After Effective Date, the Parties may agree that any site not identified prior to the Effective Date and, upon consent of the Parties, will be considered to be included.
- CL.5.3. Any dispute whether a Contaminated Site existed on the Effective Date may be referred for resolution in accordance with the Dispute Resolution chapter. If a dispute goes to an arbitrator and the arbitrator confirms that a site existed on the Effective Date, the site not identified prior to Effective Date will be included.
- CL.5.4 The standard for Remediation of Contaminated Sites under this section will be the standards set by Canada from time to time under its programs for Remediation of Contaminated Sites in the Northwest Territories.⁸
- CL.5.5 Government will be responsible for the costs associated with any Remediation under CL.5.1 on Dehcho Community Lands.
- CL.5.6 ⁹The Dehcho Government will be solely responsible for the Remediation of Contaminated Sites which come into existence¹⁰ on Dehcho Community lands following the Effective Date.
- CL.5.7 Canada, at its sole¹¹ discretion may, at no cost to the Dehcho Government, add an excluded site to Dehcho Community Lands after the Remediation of contamination or termination of an existing right or interest.
- CL.5.8 Government may access Dehcho Community Lands and Waters overlying Dehcho Settlement Land to Remediate a Contaminated Site on or surrounded by Dehcho Settlement lands.
- CL.5.9 Government may use such Construction Materials located on Dehcho Community Lands as required for the Remediation of a Contaminated Site.¹²
- CL.5.10 No rent, fee, charge or compensation will be payable to the Dehcho Government for access to Dehcho Community Lands or use of Construction Materials located on Dehcho Community lands where Government undertakes Remediation of a Contaminated Site.
- CL.5.11 There will be no compensation payable for damage which may be caused to Dehcho Community Lands as a result of the Remediation of a Contaminated Site.¹³

⁸ Are these standards adequate?

⁹ DFN suggest beginning this clause with “Subject to the jurisdiction of the Dehcho Government to hold land users responsible for remediation....”

¹⁰ DFN would replace “come into existence” with “become contaminated”.

¹¹ Dehcho Government should have option of refusing if not satisfied with remediation.

¹² DFN would add “in consultation with affected Dehcho Community Government”.

¹³ DFN say comp should be payable.

CL.5.12 Nothing in the Dehcho Agreement will prevent or limit Government from pursuing any remedies that may exist at Law against the person liable for the contamination.¹⁴

CL.5.13 Government will not be liable for any loss or damage to a Dehcho Citizen or to the Dehcho Government from a Contaminated Site on Dehcho Community Lands whether or not they are known¹⁵ on the Effective Date.

CL.6 RIGHT TO ACQUIRE GOVERNMENT LAND

CL.6.1 Where Government has determined it no longer requires land that it holds in a Dehcho Community, it will make an offer to convey fee simple title to that land or whatever lesser title it holds, excluding¹⁶ mines and minerals that are not specified substances, to the respective Dehcho Community Government. In the event that the offer is declined, Government may dispose of the land no longer required to another party.

CL.6.2 A Dehcho Community Government is not liable for the payment of any consideration in respect of the value of lands conveyed to it under CL.6.1 but is liable for any costs incurred by Government to effect the conveyance. If there are any improvements on the lands, Government may, before conveyance of title to respective Dehcho Community Government, grant an interest, less than fee simple, in relation to the improvements. The title of the respective Dehcho Community Government will be subject to that interest.

CL.6.3 Government is not obligated to convey title to the land referred to CL.6.1 if the land had been acquired by Government from the Dehcho Community Government upon payment of consideration, unless Government is paid by the Dehcho Community Government for the value of that consideration.

CL. 6.4 Any dispute as to the amount to be paid to Government under CL.6.3 may be referred by the respective Dehcho Community Government or Government for resolution in accordance with the Dispute Resolution Chapter.

¹⁴ Dehcho Governments should also have cause of action.

¹⁵ DFN suggest “known or knowable...”

¹⁶ DFN ask why communities can’t have opportunity to acquire minerals.