

CHAPTER 14 - WATER MANAGEMENT

14.1.0 Objective

14.1.1 The objective of this chapter is to maintain the Water of the Yukon in a natural condition while providing for its sustainable use.

14.2.0 Definitions

In this chapter, the following definitions shall apply.

"Board" means the Water Board established for the Yukon pursuant to Laws of General Application.

"Domestic Use" has the same meaning as in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Licence" means a licence issued pursuant to the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Traditional Use" means the Use of Water, without substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, by a Yukon Indian Person for trapping and non-commercial Harvesting, including transportation relating to such trapping and Harvesting or for traditional heritage, cultural and spiritual purposes.

"Use" includes the deposit of Waste into Water.

"Waste" has the same meaning as in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Water" has the same meaning as "waters" in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

14.3.0 General

14.3.1 The property in Water in the Yukon shall be determined by Laws of General Application.

14.3.2 Nothing in this chapter shall derogate from the ability of any Person to use Water for a Domestic Use in accordance with Laws of General Application.

14.4.0 Water Board

14.4.1 The Council for Yukon Indians shall nominate one-third of the members of the Board.

14.4.2 The Minister, in Consultation with the Board, shall appoint a chairperson and vice-chairperson from among the Board's members.

14.5.0 Water Rights of Yukon First Nations

- 14.5.1 Subject to Laws of General Application, a Yukon Indian Person shall have the right to use Water for a Traditional Use in the Yukon.
- 14.5.2 Notwithstanding Laws of General Application and 14.5.5, no Licence, fee or charge shall be required for a Traditional Use in the Yukon.
- 14.5.3 Nothing in 14.5.1 shall be construed to grant a priority of Use or a right to compensation.
- 14.5.4 Notwithstanding 14.3.1, and subject to the provisions of the Umbrella Final Agreement, a Yukon First Nation shall have the exclusive right to use Water which is on or flowing through its Settlement Land when such Water is on or flowing through its Settlement Land.
- 14.5.5 A Yukon First Nation's Use of Water under 14.5.4 is subject to Laws of General Application, provided that the Board shall not:
- 14.5.5.1 refuse to issue a Licence for a Use by the Yukon First Nation; or
 - 14.5.5.2 impose terms and conditions in a Licence that are inconsistent with any terms and conditions of a Yukon First Nation assignment pursuant to 14.5.7, unless the Board is satisfied that such Water Use will:
 - 14.5.5.3 substantially alter the quantity, quality or rate of flow, including seasonal rate of flow, of Water; or
 - 14.5.5.4 result in a deposit of Waste prohibited by the Northern Inland Waters Act, R.S.C. 1985, c. N-25.
- 14.5.6 Unless otherwise authorized by Law, a Yukon First Nation's Use of Water under 14.5.1 to 14.5.4 shall be subject to:
- 14.5.6.1 public navigation and passage on Water;
 - 14.5.6.2 the Use of Water for emergency purposes;
 - 14.5.6.3 any hunting, trapping or fishing by the public; and
 - 14.5.6.4 any right of access set out in a Settlement Agreement.
- 14.5.7 A Yukon First Nation may assign in whole or in part a right to use Water set out in 14.5.4 and an assignee's Use of Water shall be subject to 14.5.5 and 14.5.6.
- 14.5.8 Nothing in this chapter shall be construed to derogate from a Yukon First Nation's or a Yukon Indian Person's Use of Water on Non-Settlement Land in accordance with Law.

14.6.0 Government's Management Powers

- 14.6.1 Notwithstanding a Yukon First Nation's ownership of certain Beds of waterbodies, Government has the right to protect and manage Water and Beds of waterbodies, and to use Water incidental to that right, throughout the Yukon for:
- 14.6.1.1 management, protection and research in respect of Fish and Wildlife and their habitats;
 - 14.6.1.2 protection and management of navigation and transportation, establishment of navigation aids and devices, and dredging of the Beds of Navigable Waters;
 - 14.6.1.3 protection of Water supplies from contamination and degradation;
 - 14.6.1.4 emergency purposes, including fighting fires and flood and icing control;
 - 14.6.1.5 research and sampling of Water quality and quantity; and
 - 14.6.1.6 other such Government public purposes.

14.7.0 Water Rights of Other Parties on Settlement Land

- 14.7.1 Subject to 14.12.0, any Person who has a right or interest in Settlement Land, except an interest in land granted by the Yukon First Nation, has the right to use Water incidental to the exercise of that right or interest in Settlement Land, if permitted by and in accordance with Laws of General Application.
- 14.7.2 Where the Board licenses a Water Use to a Person referred to in 14.7.1, the term of that Licence shall not extend beyond the term of the right or interest in Settlement Land.
- 14.7.3 A Person holding a Licence pursuant to the Northern Inland Waters Act, R.S.C. 1985, c. N-25 or a licence pursuant to the Dominion Water Power Act, R.S.C. 1985, c. W-4 for Water on or flowing through Settlement Land when such Water is on or flowing through Settlement Land, which licence was in existence on the date the land became Settlement Land, shall retain the rights thereunder as if the land had not become Settlement Land.
- 14.7.4 Where the term of a licence described in 14.7.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application be given, in a form satisfactory to the Board, to the affected Yukon First Nation, and shall provide the affected Yukon First Nation an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Yukon First Nation.
- 14.7.5 Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.
- 14.7.6 The Surface Rights Board shall not make an order under 14.7.5 unless the Person seeking access satisfies the Surface Rights Board that:

- 14.7.6.1 such access is reasonably required; and
 - 14.7.6.2 such access is not also practicable and reasonable across Crown Land.
 - 14.7.7 Nothing in this chapter shall be construed to limit the Board's ability to refuse to issue a Licence to a Person referred to in 14.7.0.
 - 14.7.8 After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.
- 14.8.0 Protection of Quantity, Quality and Rate of Flow of Water**
- 14.8.1 Subject to the rights of Water users authorized in accordance with this chapter and Laws of General Application, a Yukon First Nation has the right to have Water which is on or flowing through or adjacent to its Settlement Land remain substantially unaltered as to quantity, quality and rate of flow, including seasonal rate of flow.
 - 14.8.2 A Yukon First Nation shall not use Water which is on or flowing through or adjacent to its Settlement Land so as to substantially alter the quantity, quality or rate of flow, including seasonal rate of flow, except to the extent that such Water Use is authorized in accordance with 14.5.5 and is in conformity with the terms and conditions of any Water Licence granted to the Yukon First Nation.
 - 14.8.3 The Board shall not grant a Licence that interferes with the rights provided in favour of a Yukon First Nation in 14.8.1 unless:
 - 14.8.3.1 notice, in a form prescribed by the Board, of receipt of an application has been given to the affected Yukon First Nation; and
 - 14.8.3.2 the Board is satisfied that,
 - (a) there is no alternative which could reasonably satisfy the requirements of the applicant, and
 - (b) there are no reasonable measures whereby the applicant could avoid the interference.
 - 14.8.4 In deciding whether to grant a Licence that interferes with the rights provided in favour of a Yukon First Nation in 14.8.1, the Board shall consider:
 - 14.8.4.1 the effect of the Water Use on Fish, Wildlife and their habitats;
 - 14.8.4.2 the effect of the Water Use on the Yukon First Nation or on a Yukon Indian Person enrolled pursuant to that Yukon First Nation Final Agreement; and
 - 14.8.4.3 means of mitigating the interference.
 - 14.8.5 If the Board grants a Licence that interferes with the rights provided in favour of a Yukon First Nation in 14.8.1, the Board shall order the licensee to pay compensation for loss or damage to the affected Yukon First Nation in accordance with 14.12.0.

- 14.8.6 A Yukon First Nation may apply to the Board to obtain an order for compensation from any Person not licensed by the Board and using Water in a manner not contrary to Laws of General Application, and the Board may order that compensation be paid where such Use substantially alters the quality, quantity or rate of flow, including seasonal rate of flow, of Water which is on or flowing through or is adjacent to its Settlement Land.
- 14.8.7 In deciding whether to issue a Licence, and in setting the terms and conditions of any Licence issued, the decision of the Board shall not conflict with a Decision Document that a Decision Body is empowered to implement.
- 14.8.8 A Yukon First Nation has a cause of action against any Person in respect of any Use of Water in violation of the terms and conditions of a Licence to use Water or contrary to Laws of General Application, which violation or contrary Use substantially alters the quality, quantity or rate of flow, including seasonal rate of flow, of Water which is on or flowing through or is adjacent to its Settlement Land, with such remedies as if the Yukon First Nation had riparian rights.
- 14.8.9 A Yukon First Nation shall have standing at all times in a court of competent jurisdiction in the Yukon to seek a declaration as to whether any Person substantially altering the quantity, quality or rate of flow, including seasonal rate of flow, of Water in that Yukon First Nation's Traditional Territory has lawful authority to do so.
- 14.8.10 In any civil court proceeding pursuant to 14.8.8 or 14.8.9, if the Yukon First Nation proves that the defendant who is in violation of a Water Licence is substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, at the place in the body of Water where the defendant's Use of Water is taking place, then the onus shall rest on the defendant to prove that such Use of Water is not substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, at any place downstream where the Yukon First Nation has the exclusive right to Use Water pursuant to 14.5.4 and the Yukon First Nation alleges there is a substantial alteration to the quality, quantity or rate of flow, including seasonal rate of flow of the Water.
- 14.8.11 In any civil court proceeding brought by a Person using Water in accordance with Laws of General Application against a Yukon First Nation on grounds that the Yukon First Nation is using Water contrary to this chapter or Laws of General Application, if the Person proves that the Yukon First Nation in violation of a Water Licence is substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, at the place in the body of Water where the Yukon First Nation's Use of Water is taking place, then the onus shall rest on the Yukon First Nation to prove that such Use of Water is not substantially altering the quality, quantity or the rate of flow, including seasonal rate of flow, at any place downstream where the Person is using Water and that Person alleges there is a substantial alteration of the quality, quantity or rate of flow, including seasonal rate of flow of the Water.
- 14.9.0 Protection of Yukon First Nation Traditional Uses on Non-Settlement Land**
- 14.9.1 Before granting a Licence in any drainage basin in the Yukon that causes substantial alteration in the quality, quantity or rate of flow, including seasonal rate of flow, of Water so as to adversely affect a Traditional Use by a Yukon Indian Person in that Yukon Indian Person's Traditional Territory, the Board shall:

- 14.9.1.1 give notice, in a form prescribed by the Board, of receipt of an application to the affected Yukon First Nation; and
- 14.9.1.2 upon request of the affected Yukon First Nation, consider whether,
 - (a) there is an alternative which could reasonably satisfy the requirements of the applicant while avoiding any adverse effect on the Traditional Use, and
 - (b) there are reasonable measures whereby the applicant could avoid the adverse effect.
- 14.9.2 A licensee who substantially alters the quality, quantity or rate of flow, including seasonal rate of flow, of Water in violation of a Licence or contrary to Law in a manner which causes loss or damage arising from an interference with a Traditional Use by a Yukon Indian Person within that Yukon Indian Person's Traditional Territory shall be liable to pay compensation pursuant to 14.12.0 for such loss or damage thereby caused to that Yukon Indian Person.

14.10.0 Interjurisdictional Agreements

- 14.10.1 Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.
- 14.10.2 Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1.

14.11.0 Water Use Disputes

- 14.11.1 A Yukon First Nation may apply to the Board to determine whether:
 - 14.11.1.1 there is an alternative that will reasonably satisfy the requirements of a licensee without interfering with the right of the Yukon First Nation to have Water which is on or flowing through or adjacent to its Settlement Land remain substantially unaltered as to quantity, quality or rate of flow, including seasonal rate of flow;
 - 14.11.1.2 measures can be taken to avoid interference with Water rights referred to in 14.11.1.1 and Uses of Water of the Yukon First Nation;
 - 14.11.1.3 the Water licensee is in compliance with the terms and conditions of a Licence;
 - 14.11.1.4 the terms and conditions of a Licence need to be reviewed due to unforeseen impacts on the Yukon First Nation; or
 - 14.11.1.5 the Yukon First Nation is entitled to compensation under the provisions of this chapter.
- 14.11.2 In addition to any other powers available to the Board, on application being made to the Board under 14.11.1, the Board may make an order amending, suspending or cancelling the Licence, or deciding that the Yukon First Nation is entitled to compensation by the licensee, or a combination of the foregoing.

- 14.11.3 Where an application under 14.11.1 is being considered by the Board and prior to the Board's decision thereon, the Board may make an interim order restraining the Water licensee from exercising such rights with respect to Water as are specified in the interim order and containing such terms and conditions as the Board may determine including the payment of interim compensation.
- 14.11.4 The Board may require a Water licensee to provide evidence of financial responsibility in a form satisfactory to the Board, including cash deposit, letter of credit, performance bond or other form of financial instrument conditioned on due performance by the Water licensee of the provisions of the Licence, including provisions, terms and conditions and orders of the Board relating to abandonment, reclamation and restoration of the environment.
- 14.11.5 A Yukon Indian Person may apply to the Board to determine whether he is entitled to compensation pursuant to 14.9.2.
- 14.11.6 Where the Board pursuant to 14.11.5 determines that a Yukon Indian Person is entitled to compensation, the Board may exercise the powers set out in 14.11.2, 14.11.3 and 14.11.4.
- 14.12.0 Compensation**
- 14.12.1 Compensation to be paid to a Yukon First Nation or a Yukon Indian Person pursuant to this chapter shall only be for provable loss or damage to the Yukon First Nation or Yukon Indian Person.
- 14.12.2 The amount and terms of compensation set out in 14.12.1 shall be determined by the Board.
- 14.12.3 When determining the amount and terms of compensation to be paid to a Yukon First Nation pursuant to this chapter, the Board shall consider:
- 14.12.3.1 the effect of the Water Use on the Yukon First Nation's Use of Water on or adjacent to its Settlement Land;
 - 14.12.3.2 the effect of the Water Use on the Yukon First Nation's Settlement Land, taking into account any cultural or special value of the land to the Yukon First Nation;
 - 14.12.3.3 the nuisance, inconvenience and noise caused by the Water Use to the Yukon First Nation on Settlement Land;
 - 14.12.3.4 the increment of the Water alteration caused by the Water Use;
 - 14.12.3.5 the cost of mitigation and restoration of the Settlement Land;
 - 14.12.3.6 the duration of any of the above; and
 - 14.12.3.7 any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.
- 14.12.4 In a determination, pursuant to 14.12.3, of compensation payable to a Yukon First Nation, the loss or damage suffered by the Yukon First Nation for activity contrary to 14.8.1 shall include the loss or damage suffered by a Yukon Indian Person enrolled under that Yukon First Nation Final Agreement, but shall not include loss or damage compensable pursuant to 14.9.2.

- 14.12.5 In determining loss or damage suffered by a Yukon Indian Person under 14.12.4, the Board shall consider:
- 14.12.5.1 the effect of the Water Use on the Yukon Indian Person's Use of Water on or adjacent to the affected Yukon First Nation's Settlement Land;
 - 14.12.5.2 the effect of the Water Use on Fish and Wildlife Harvesting by the Yukon Indian Person enrolled under that Yukon First Nation Final Agreement;
 - 14.12.5.3 the increment of the Water alteration caused by the Water Use;
 - 14.12.5.4 the duration of any of the above; and
 - 14.12.5.5 any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.
- 14.12.6 When determining the amount and terms of compensation to be paid to a Yukon Indian Person pursuant to 14.9.2, the Board shall consider:
- 14.12.6.1 subject to 14.12.6.2, the effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use of Water in that Yukon Indian Person's Traditional Territory;
 - 14.12.6.2 the effect of the unlawful Use of Water on a Yukon Indian Person's Traditional Use in relation to traditional heritage, culture and spiritual purposes, but only on or adjacent to the Settlement Land of the Yukon First Nation under whose Yukon First Nation Final Agreement that Yukon Indian Person is enrolled;
 - 14.12.6.3 the incremental effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use;
 - 14.12.6.4 the cost to the Yukon Indian Person of mitigation of damage caused to Settlement Land and restoration of Settlement Land for the Traditional Use;
 - 14.12.6.5 the duration of any of the above; and
 - 14.12.6.6 any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.
- 14.12.7 The Board may order periodic or lump sum compensation or both.
- 14.12.8 The Board may, on application, review and amend a compensation order from time to time to take into account changing circumstances.
- 14.12.9 The Board may award costs including interim costs and such costs may exceed costs which a court could award in a legal proceeding.
- 14.12.10 An order of the Board for compensation or for costs pursuant to 14.12.0 shall be enforceable as if it were an order of the Supreme Court of the Yukon.

CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT OF AREAS OF SETTLEMENT LAND

15.1.0 Definitions

In this chapter, the following definitions shall apply.

"Artificial Boundary" means a boundary formed by a straight line or curve of prescribed radius joining points established on the ground by Monuments.

"Monument" means any device authorized by the Surveyor General to mark a boundary in a legal survey executed under some statutory authority.

"Offset Natural Boundary" means a sinuous boundary parallel to the sinuosities of a Natural Boundary at a prescribed perpendicular distance from the Natural Boundary.

"Ordinary High Water Mark" of a body of water means the limit or edge of its bed and in the case of non-tidal waters it may be called "the bank" or "the limit of the bank".

"Rural Settlement Land" means the lands identified by the notation "R" on maps appended to each Yukon First Nation Final Agreement.

"Settlement Land Committee" means a committee described in 15.3.0.

"Special Management Area" means a Special Management Area as defined in 10.2.0.

"Surveyor General" means the Surveyor General of Canada Land appointed in the manner authorized by Law or a person authorized by the Minister of Energy, Mines and Resources to carry out any or all of the duties of the Surveyor General.

"UTM Grid" means the Universal Transverse Mercator projection system grid lines shown on map sheets of the National Topographic Series published by the Surveys, Mapping and Remote Sensing Sector of the Department of Energy, Mines and Resources. For greater certainty, the UTM Grid datum shall be the reference datum existing at the time of compilation of each particular map sheet.

15.2.0 Administration of Surveys of Settlement Land

- 15.2.1 The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6.
- 15.2.2 The boundaries of Special Management Areas may be shown on an administrative or explanatory plan authorized and approved by the Surveyor General pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6, without a full survey of the boundaries.
- 15.2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.
- 15.2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.

- 15.2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.
- 15.2.6 Canada may establish, as necessary, either prior to or in conjunction with Settlement Legislation, control survey monuments along unsurveyed Major Highways and in the vicinity of Settlement Land in order to expedite the efficient survey of Settlement Land. The method of establishment of and specifications for density and accuracy of control survey monuments shall be decided by the Surveys, Mapping and Remote Sensing Sector, Department of Energy, Mines and Resources.
- 15.2.7 Subject to 15.6.7, Canada shall pay the full cost of surveying all Settlement Land pursuant to 15.2.1, and pay the full cost of describing and depicting Special Management Areas as necessary.
- 15.2.8 The cost of subsequent surveys of Settlement Land shall be the responsibility of the Yukon First Nation.
- 15.2.9 Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.
- 15.2.10 Surveys of Settlement Land shall be effected as soon as resources will allow.

15.3.0 Settlement Land Committees

- 15.3.1 There shall be established with each Yukon First Nation, no later than one month after the signing of its Yukon First Nation Final Agreement, a Settlement Land Committee, comprised of one representative appointed by the Surveyor General to be chairperson, no more than two representatives appointed by Government and no more than two representatives appointed by the Yukon First Nation.
- 15.3.2 Subject to 15.3.1, where interests in Parcels of Settlement Land are currently under the administration and control of Canada, the Minister of Indian Affairs and Northern Development shall appoint a Government representative.
- 15.3.3 Subject to 15.3.1, where interests in Parcels of Settlement Land are currently under the administration and control of the Yukon, the Yukon shall appoint a Government representative.
- 15.3.4 Each Settlement Land Committee shall, in accordance with the principles described in 15.3.5, be responsible for:
- 15.3.4.1 the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
 - 15.3.4.2 determining priorities for the survey of all Settlement Land; and
 - 15.3.4.3 indication to the Surveyor General of portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of the Yukon First Nation and the public.

- 15.3.5 In determining priorities for the identification and selection of Site Specific Settlement Land and for the survey of all Settlement Land, the Settlement Land Committee shall have regard to the following principles:
- 15.3.5.1 the priorities of the Yukon First Nation;
 - 15.3.5.2 efficiency and economy; and
 - 15.3.5.3 the necessity to clarify boundaries because of imminent public or private development on adjacent lands.
- 15.3.6 To the extent practicable, between the Effective Date of each Yukon First Nation Final Agreement and the date of confirmation of a plan of survey of any particular Parcel of Settlement Land or Site Specific Settlement Land, Yukon Indian People shall not be precluded from the interim use and enjoyment of that Parcel by reason only that a plan of survey of that Parcel has not been confirmed.
- 15.3.7 During the period described in 15.3.6:
- 15.3.7.1 each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;
 - 15.3.7.2 each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and
 - 15.3.7.3 Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.
- 15.3.8 Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0.
- 15.3.9 Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the affected Yukon First Nation.

15.4.0 Selection of Boundaries of Settlement Land

- 15.4.1 Boundaries of Settlement Land or Special Management Areas shall be:
- 15.4.1.1 Artificial Boundaries;
 - 15.4.1.2 Natural Boundaries, including but not limited to the Ordinary High Water Mark of Water, and well-defined heights of land; or
 - 15.4.1.3 a combination of 15.4.1.1 and 15.4.1.2.
- 15.4.2 Where Natural Boundaries are used, the following provisions shall apply:
- 15.4.2.1 except as agreed to by the parties to a Yukon First Nation Final Agreement, Natural Boundaries of Settlement Land along Navigable Water and non-Navigable Water shall be located on the Ordinary High Water Mark;

Specific Provision

- (a) Any exception to 15.4.2.1 for Teslin Tlingit Council Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 15.4.2.2 Natural Boundaries, except Natural Boundaries of bodies of water as set out in 15.4.3, shall move with the various natural processes of erosion and accretion, and where an offset Natural Boundary is prescribed, it is also deemed to move and vary according to this natural movement of the Natural Boundary; and
- 15.4.2.3 where a Natural Boundary of Settlement Land involves a height of land which, in the opinion of the Surveyor General, is not well defined and where there is a requirement to establish all or part of that boundary by field survey, the Surveyor General shall have the authority to replace the sinuosities of the height of land by a series of monumented Artificial Boundaries closely approximating its mean position.
- 15.4.3 Where alteration of a natural river or lake is proposed for hydro-electric or other development purposes and such alteration affects a boundary or boundaries, any resurveys required for the proper redefinition of Settlement Land shall be undertaken at the cost of the proponent of the development.
- 15.4.4 At the time of field survey of boundaries of Settlement Land, recognition shall be given to the map features and grid lines as shown on maps comprising an Appendix to each Yukon First Nation's Final Agreement.
- 15.4.4.1 Notwithstanding any subsequently discovered inaccuracies in the plotting of features or improvements from which the location of Proposed Site Specific Settlement Land was determined, for the purposes of 5.14.0, the actual location of the Proposed Site Specific Settlement Land shall be determined by its actual proximity or relationship to this feature or improvement.
- 15.4.5 Each Settlement Land Committee shall indicate and identify any critical features intended to be enclosed in Settlement Land.

15.5.0 Monumentation of Boundaries of Settlement Land

- 15.5.1 The boundaries of Settlement Land shall be defined by Monuments placed in accordance with applicable regulations and instructions of the Surveyor General and in particular at the following locations:
- 15.5.1.1 all points of deflection of Artificial Boundaries and at intervals to be specified by the Surveyor General;
- 15.5.1.2 all terminal points where an Artificial Boundary intersects an Artificial Boundary or Natural Boundary and, in the case of intersection with a Natural Boundary of a body of water, the Monuments shall be set back from the Natural Boundary on the Artificial Boundary at a reasonable and safe distance from the said Natural Boundary; and
- 15.5.1.3 all intersections of Artificial Boundaries with the prescribed limits of a surveyed or unsurveyed Major Highway, a Road or other right-of-way, established on each side of the Major Highway, Road or right-of-way.

15.6.0 Measurement of Areas of Settlement Land

- 15.6.1 The Surveyor General shall have the discretion to adjust the boundaries agreed to in each Yukon First Nation's Final Agreement in order to achieve the total land area agreed upon in such Yukon First Nation Final Agreement in accordance with 15.6.2.
- 15.6.2 The calculation of the total area of Settlement Land for each Yukon First Nation shall commence with Settlement Land within a Community Boundary and proceed in increasing Parcel size to the Site Specific Settlement Land and Rural Settlement Land. Any adjustment of boundaries of Settlement Land required shall be to the boundary or to those boundaries as agreed upon in the Yukon First Nation Final Agreement.

Specific Provision

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Teslin Tlingit Council Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 15.6.3 The areas of surveyed Settlement Land shall be calculated using plane surveying methods.
- 15.6.4 The areas of larger Special Management Areas shall be computed using UTM Grid lines or lines between coordinate points as boundaries. The areas shall be computed on the map projection plane for the area and shall be transformed by calculation to the mean ground elevation for each parcel. The maps utilized shall be the most accurate maps available in the opinion of the Surveyor General.
- 15.6.5 The area of larger Parcels of Rural Settlement Land having numerous Natural Boundaries shall be determined by ground survey techniques or by utilizing the most accurate maps or aerial photographs available, or by any combination of the foregoing which, in the opinion of the Surveyor General, will give satisfactory accuracy. The areas calculated by plane survey or graphical methods or a combination of the two shall be calculated at mean ground elevation for the Parcel concerned.
- 15.6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the Parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.
- 15.6.7 If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.
- 15.6.8 After resolution of any disagreement pursuant to 15.6.7, the plan shall be returned directly to the Surveyor General for confirmation.
- 15.6.9 The determination and delineation of a Yukon First Nation's total land area pursuant to 15.6.0 shall be final and shall be governed by the Artificial and Natural Boundaries thereby established, notwithstanding:

- 15.6.9.1 any discrepancy subsequently discovered between computed areas and areas enclosed by those boundaries; or
- 15.6.9.2 any changes to the areas of Settlement Land caused by the gradual and imperceptible movements of Natural Boundaries.

15.7.0 Employment and Economic Opportunities

15.7.1 Where employment in surveying of Settlement Land is generated as a direct consequence of a Yukon First Nation Final Agreement, the parties to the Yukon First Nation Final Agreement shall negotiate as part of that Yukon First Nation Final Agreement, the participation of Yukon Indian People who have appropriate qualifications or experience, in such employment, and the determination of such qualifications and experience.

Specific Provision	
15.7.1.1	In evaluating any competitive proposal, bid or tender for the survey of Teslin Tlingit Council Settlement Land, Government shall include among the factors for consideration Teslin Tlingit employment and Teslin Tlingit ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
15.7.1.2	The determination of the qualifications and experience appropriate for the survey of Teslin Tlingit Council Settlement Land shall be set out in the economic development opportunities plan required pursuant to 22.3.1. <ul style="list-style-type: none"> (a) Government and the Teslin Tlingit Council may agree on the determination of qualifications and experience appropriate for the survey pending the completion of the economic development opportunities plan required by 22.3.1.
15.7.1.3	Nothing in 15.7.1.1 shall be construed to mean that the inclusion of Teslin Tlingit employment or Teslin Tlingit ownership or equity investment shall be the determining criteria in the award of any contract.

15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

SCHEDULE A - MAJOR HIGHWAYS

Yukon Highway # 1	Alaska Highway
Yukon Highway # 2	Klondike Highway
Yukon Highway # 3	Haines Road
Yukon Highway # 4	Campbell Highway
Yukon Highway # 5	Dempster Highway
Yukon Highway # 6	Canol Road
Yukon Highway # 7	Atlin Road
Yukon Highway # 8	Tagish Road
Yukon Highway # 9	Top of the World Highway (Dawson - Boundary Road)
Yukon Highway # 10	Nahanni Range Road
Yukon Highway # 11	Silver Trail
Yukon Highway # 37	Cassiar Road

CHAPTER 16 — FISH AND WILDLIFE

16.1.0 Objectives

16.1.1 The objectives of this chapter are as follows:

- 16.1.1.1 to ensure Conservation in the management of all Fish and Wildlife resources and their habitats;
- 16.1.1.2 to preserve and enhance the renewable resources economy;
- 16.1.1.3 to preserve and enhance the culture, identity and values of Yukon Indian People;
- 16.1.1.4 to ensure the equal participation of Yukon Indian People with other Yukon residents in Fish and Wildlife management processes and decisions;
- 16.1.1.5 to guarantee the rights of Yukon Indian People to harvest and the rights of Yukon First Nations to manage renewable resources on Settlement Land;
- 16.1.1.6 to integrate the management of all renewable resources;
- 16.1.1.7 to integrate the relevant knowledge and experience both of Yukon Indian People and of the scientific communities in order to achieve Conservation;
- 16.1.1.8 to develop responsibilities for renewable resource management at the community level;
- 16.1.1.9 to honour the Harvesting and Fish and Wildlife management customs of Yukon Indian People and to provide for the Yukon Indian People's ongoing needs for Fish and Wildlife;
- 16.1.1.10 to deal fairly with all Yukon residents who use Fish and Wildlife resources in the Yukon; and
- 16.1.1.11 to enhance and promote the full participation of Yukon Indian People in renewable resources management.

16.2.0 Definitions

In this chapter, the following definitions shall apply.

"Basic Needs Level" means the number of harvestable animals of a species negotiated in a Yukon First Nation Final Agreement as a harvest allocation to a Yukon First Nation in its Traditional Territory in accordance with 16.9.0.

"Board" means the Fish and Wildlife Management Board established pursuant to 16.7.0.

"Category 1 Trapline" means a trapline so designated pursuant to 16.11.0.

"Category 2 Trapline" means a trapline not designated as a Category 1 Trapline.

"Council" means a Renewable Resources Council established pursuant to 16.6.0.

"Edible Fish or Wildlife Product" means the flesh or organs of Fish or Wildlife that are used for food by people or domestic animals.

"Furbearer" means any of the following species native to the Yukon: Castor including beaver; Alopex including white fox or arctic fox; Lutra including otter; Lynx including lynx; Martes including martens and fishers; Mustela including weasel and mink; Ondatra including muskrat; Vulpes including red, cross, black and silver fox; Gulo including wolverine; Canis including wolves and coyotes; Marmota including marmots; Tamiasciurus including red squirrel; and Spermophilus including ground squirrels.

"Non-Consumptive Use" means a Use of Fish and Wildlife that does not involve Harvesting.

"Non-Edible By-Product" means the fur, hide, skin, antlers, horns, skeleton or other portions of Fish or Wildlife not used for food but used for other purposes including but not limited to clothing, medicine, domestic or personal decoration, or art.

"Sub-Committee" means the Salmon Sub-Committee established pursuant to 16.7.17.

"Subsistence" means:

- (a) the use of Edible Fish or Wildlife Products by a Yukon Indian Person for sustenance and for food for traditional ceremonial purposes including potlatches; and
- (b) the use by a Yukon Indian Person of Non-Edible By-Products of harvests under (a) for such domestic purposes as clothing, shelter or medicine, and for domestic, spiritual and cultural purposes; but
- (c) except for traditional production of handicrafts and implements by a Yukon Indian Person, does not include commercial uses of Edible Fish or Wildlife Products or Non-Edible By-Products.

"Total Allowable Catch" means the total number of Salmon of a particular species and in a particular drainage basin which return to Canadian waters and which, in the manner established by this chapter, are deemed not to be required for Conservation.

"Total Allowable Harvest" means the total number of animals of a Freshwater Fish or Wildlife species which, in the manner established by this chapter, are deemed not to be required for Conservation.

"Use" includes both Harvesting and non-consumptive activities.

16.3.0 General

16.3.1 This chapter sets out powers and responsibilities of Government and Yukon First Nations for the management of Fish and Wildlife and their habitats, while, subject to 16.5.1.1, 16.5.1.2 and 16.5.1.3, respecting the Minister's ultimate jurisdiction, consistent with this chapter, for the management of Fish and Wildlife and their habitats.

16.3.2 The management and Harvesting of Fish, Wildlife and their habitats shall be governed by the principle of Conservation.

- 16.3.3 The exercise of rights under this chapter is subject to limitations provided for elsewhere in Settlement Agreements and to limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.
- 16.3.3.1 Any limitation provided for in Legislation pursuant to 16.3.3 must be consistent with this chapter, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.
- 16.3.3.2 Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.
- 16.3.4 Nothing in this or any other chapter is intended to confer rights of ownership in any Fish or Wildlife.
- 16.3.5 Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.
- 16.3.6 Except as provided in this chapter and in Yukon First Nation Final Agreements, nothing shall prevent Yukon residents and others from Harvesting Fish and Wildlife in accordance with Legislation.
- 16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.
- 16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.
- 16.3.9 Nothing in the Umbrella Final Agreement shall be construed as an admission by Government that the Migratory Birds Convention Act, R.S.C. 1985, c. M-7 does not satisfy the terms of 16.3.3.
- 16.3.10 For the purposes of application of 16.3.3 to Harvesting rights of Yukon Indian People for migratory birds, Conservation includes considerations related to conservation of Migratory Game Birds indigenous to the Yukon while those Migratory Game Birds are in other jurisdictions.
- 16.3.11 Notwithstanding anything in this chapter, where there is a conflict between this chapter and the 1987 Canada-USA Agreement on the Conservation of the Porcupine Caribou Herd, the 1985 Porcupine Caribou Management Agreement, or the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon, those agreements and the Treaty shall prevail to the extent of the conflict. Any amendments to those agreements or the Treaty shall not be construed to diminish or adversely affect the rights of Yukon First Nations or Yukon Indian People under this chapter and Yukon First Nation Final Agreements.
- 16.3.12 Nothing in this chapter shall be construed to grant Yukon Indian People any right to buy, sell, or offer for sale any Migratory Game Bird, Migratory Game Bird's egg or parts thereof not authorized for sale by Legislation.

- 16.3.13 Nothing in this chapter shall be construed to prevent any person from killing Fish and Wildlife for survival in an emergency. Any such kill shall be reported according to requirements established by the Board and shall be without prejudice to any Basic Needs Level or adjusted Basic Needs Level that may be in force from time to time.
- 16.3.14 Subject to 10.4.0, and except as provided in the Inuvialuit Final Agreement and in the specific provisions for National Parks in the Yukon First Nation Final Agreements for the Vuntut Gwitchin First Nation, the Champagne and Aishihik First Nations, the Kluane First Nation and the White River First Nation, Harvesting and management of Fish and Wildlife within National Parks shall be in accordance with the National Parks Act, R.S.C. 1985, c. N-14.
- 16.3.14.1 The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.
- 16.3.15 It is intended that there not be any duplication in the public management of Fish and Wildlife.
- 16.3.16 Except as otherwise provided in Laws of General Application, no Person shall waste Edible Fish or Wildlife Products.
- 16.3.17 In the management of Fish and Wildlife and the harvest allocation of Fish and Wildlife, Non-Consumptive Uses of the resources shall be taken into account.

16.4.0 Yukon Indian People

- 16.4.1 Subject to a Yukon First Nation Final Agreement, nothing in this chapter affects any right, entitlement or qualification of Yukon Indian People to harvest Fish and Wildlife outside the Yukon. In addition, nothing in this chapter shall preclude negotiations between a Yukon First Nation and Canada, the Government of British Columbia or the Government of the Northwest Territories for rights to harvest Fish and Wildlife within the Yukon First Nations Traditional Territory in British Columbia or the Northwest Territories.
- 16.4.2 Yukon Indian People shall have the right to harvest for Subsistence within their Traditional Territory, and with the consent of another Yukon First Nation in that Yukon First Nations Traditional Territory, all species of Fish and Wildlife for themselves and their families at all seasons of the year and in any numbers on Settlement Land and on Crown Land to which they have a right of access pursuant to 6.2.0, subject only to limitations prescribed pursuant to Settlement Agreements.
- 16.4.3 Yukon Indian People shall have the right to employ within their Traditional Territories traditional and current methods of and equipment for Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon, subject to limitations prescribed pursuant to Settlement Agreements.
- 16.4.4 Yukon Indian People shall have the right to give, trade, barter or sell among themselves and with beneficiaries of adjacent Transboundary Agreements in Canada all Edible Fish or Wildlife Products harvested by them pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon, in order to maintain traditional sharing among Yukon Indian People and with beneficiaries of adjacent Transboundary Agreements for domestic purposes but not for commercial purposes.

- 16.4.4.1 Subject to Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, at the request of the Council for Yukon Indians, Government shall enter into negotiations with the Yukon First Nations with a view to amending 16.4.4 and other relevant provisions of the Umbrella Final Agreement as they apply to the commercial trade, barter and sale of Salmon, provided Government has enacted regulations under the Fisheries Act, R.S.C. 1985, c. F-14, or entered into an agreement with an aboriginal people of British Columbia, which regulations or agreement provide for the trade, barter or sale of Salmon, other than in a test fishery, with fewer restrictions than are set out in 16.4.4.
- 16.4.5 Subject to Laws of General Application, unless otherwise specified in a Yukon First Nation Final Agreement, or as may be agreed to by the parties to the Umbrella Final Agreement, Yukon Indian People shall have the right to give, trade, barter or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from the Harvesting of Furbearers or incidental to Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon.
- 16.4.6 The right to harvest pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon includes the right to possess and transport Fish and Wildlife parts and products in the Yukon and in other areas where provided for in Transboundary Agreements.
- 16.4.7 A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nations Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.
- 16.4.8 Subject to 16.4.9, a Yukon Indian Person may be required to show proof of any of the matters listed in 16.4.7.
- 16.4.9 A Yukon Indian Person who is 55 years of age or older at the Effective Date of the Yukon First Nation Final Agreement under which that Yukon Indian Person is enrolled shall not be required to show proof of enrollment under 16.4.7 but shall be required to identify himself or herself where necessary.
- 16.4.10 Government shall not impose any fee or tax on Yukon Indian People in respect of any permit or license to harvest Fish or Wildlife pursuant to 16.4.2, 16.9.0 or 16.10.1.
- 16.4.11 Subject to Yukon First Nation Final Agreements, Yukon Indian People shall comply with Laws of General Application when participating in resident or commercial harvesting.
- 16.4.11.1 Yukon Indian People shall have the right to use leg-hold drowning sets for Furbearer Harvesting unless the Minister, upon recommendation of the Board, determines that such sets are inhumane.

16.5.0 Yukon First Nations

- 16.5.1 Each Yukon First Nation shall have the following powers and responsibilities. Subject to the terms of each Yukon First Nation's Final Agreement, each Yukon First Nation:

- 16.5.1.1 may manage, administer, allocate or otherwise regulate the exercise of the rights of Yukon Indian People under 16.4.0 within the geographical jurisdiction of the Council established for that Yukon First Nation's Traditional Territory by,
- (a) Yukon Indian People enrolled pursuant to that Yukon First Nation Final Agreement,
 - (b) other Yukon Indian People who are exercising rights pursuant to 16.4.2, and
 - (c) except as otherwise provided in a Transboundary Agreement, members of a transboundary claimant group who are Harvesting pursuant to that Transboundary Agreement in that Yukon First Nation's Traditional Territory,
- where not inconsistent with the regulation of those rights by Government in accordance with 16.3.3 and other provisions of this chapter;
- 16.5.1.2 shall have the final allocation authority for that Yukon First Nation's Category 1 Traplines;
- 16.5.1.3 may align, realign or group Category 1 Traplines where such alignments, realignments or groupings do not affect Category 2 Traplines;
- 16.5.1.4 shall work with the Board and the Council to establish methods to administer Basic Needs Level harvests, including the issuance of permits, licences or tags and the setting of fees;
- 16.5.1.5 may identify and propose from time to time an adjusted Basic Needs Level for the Yukon First Nation for consideration by the Board;
- 16.5.1.6 may distribute to Yukon Indian People, or other Yukon residents, any portion of that Yukon First Nation's Basic Needs Level allocation, subject to 16.5.1.7;
- 16.5.1.7 shall not charge a fee to persons other than Yukon Indian People for Harvesting any of that Yukon First Nation's Basic Needs Level allocation;
- 16.5.1.8 may manage local populations of Fish and Wildlife within Settlement Land, to the extent coordination with other Fish and Wildlife management programs is not considered necessary by the Board;
- 16.5.1.9 may participate in management of Fish and Wildlife within the Yukon in the manner set out in this chapter;
- 16.5.1.10 may make recommendations to the Council on applications for Fish and Wildlife survey and research permits for Government surveys and research within that Yukon First Nation's Settlement Land;
- 16.5.1.11 shall screen and may approve applications for Fish and Wildlife surveys and research permits for private surveys and research within that Yukon First Nation's Settlement Land;

- 16.5.1.12 at the request of the Board, the Sub-Committee or the Council, shall provide harvest information either to the Council, the Sub-Committee or the Board or to an officer with lawful authority, as the case may be, including provision of data necessary for verification and in-season management;
 - 16.5.1.13 subject to Chapter 5 — Tenure and Management of Settlement Land and 16.12.0, may charge a fee or obtain a benefit for granting access to its Category A Settlement Land to a Yukon resident or for services other than guiding provided to that Yukon resident in connection with Harvesting Fish and Wildlife on its Category A Settlement Land;
 - 16.5.1.14 subject to Chapter 5 — Tenure and Management of Settlement Land and 16.12.0, may charge a fee or obtain a benefit for granting access to its Settlement Land to a Yukon big game outfitter operating within its big game outfitting area or for services provided to a Yukon big game outfitter in connection with Harvesting of Fish and Wildlife on its Settlement Land; and
 - 16.5.1.15 may delegate or contract the performance of its responsibilities in whole or part to another Yukon First Nation, the Council, Board or Government, provided that the delegate consents.
- 16.5.2 Nothing in 16.5.1 shall be construed to limit the exercise, consistent with this chapter, of any power of a Yukon First Nation pursuant to that Yukon First Nation's self-government agreement.
- 16.5.3 A Yukon First Nation shall have standing as an interested party to participate in public proceedings of any agency, board or commission on matters that affect the management and Conservation of Fish, Wildlife and their habitat in its Traditional Territory.
- 16.5.4 Government shall Consult with a Yukon First Nation prior to taking action on Fish or Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

16.6.0 Renewable Resources Councils

- 16.6.1 In each Yukon First Nation's Traditional Territory, a Renewable Resources Council shall be established as a primary instrument for local renewable resources management in that Traditional Territory as set out in a Settlement Agreement.

Composition of Councils

- 16.6.2 Subject to Transboundary Agreements and Yukon First Nation Final Agreements, each Council shall be comprised of six members consisting of three nominees of the Yukon First Nation and three nominees of the Minister.

Specific Provision	
16.6.2.1	The Teslin Renewable Resources Council shall be comprised of 10 members consisting of one nominee from each of the five clans of the Teslin Tlingit Council and five nominees of the Minister.

- 16.6.3 Each Council shall determine its own procedures for selecting its chairperson from its membership. The Minister shall appoint the chairperson selected by the Council.
- 16.6.3.1 In the event that a Council fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Council after Consultation with the Council.
- 16.6.4 Unless otherwise provided in a Yukon First Nation Final Agreement, Council members shall be resident within that Traditional Territory.

Specific Provision

- 16.6.4.1 For the purposes of 16.6.4, a resident is a person who has long term familiarity with the Teslin Tlingit Council Traditional Territory and its renewable resources and who lives in the Teslin Tlingit Council Traditional Territory.

- 16.6.5 Unless otherwise provided in a Yukon First Nation Final Agreement, appointments to a Council shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall be for five years. All appointments to the Council shall be during good behaviour.
- 16.6.6 Each Council shall make provisions for public involvement in the development of its decisions and its recommendations.
- 16.6.7 Each Council shall prepare an annual budget, subject to review and approval by Government. The budget shall be in accordance with Government guidelines and may include:
- 16.6.7.1 remuneration and travel expenses for attendance of Council members at Council meetings;
- 16.6.7.2 the costs of public hearings and meetings;
- 16.6.7.3 a budget for research review, public information and other activities; and
- 16.6.7.4 other items as the Council and Government agree on; and
- the approved budget of the Council shall be a charge on Government.
- 16.6.8 The first annual budget for a Council and a multi-year financial forecast of its operation shall be set out in the implementation plan for that Yukon First Nation Final Agreement.

Powers and Responsibilities of Councils

- 16.6.9 Each Council, acting in the public interest and consistent with this chapter, may make recommendations to the Minister, the affected Yukon First Nation, the Board and the Sub-Committee on any matter related to Conservation of Fish and Wildlife.
- 16.6.10 Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:

- 16.6.10.1 may make recommendations to the Minister on the need for and the content and timing of Freshwater Fish and Wildlife management plans, including Harvesting plans, Total Allowable Harvests and the allocation of the remaining Total Allowable Harvest, for species other than the species referred to in 16.7.12.2;
- 16.6.10.2 may make recommendations to the Board regarding local management concerns for the species referred to in 16.7.12.2;
- 16.6.10.3 may make recommendations to the Salmon Sub-Committee on allocation of commercial and other uses of Salmon and on other matters designated in 16.7.17.12;
- 16.6.10.4 may identify and recommend to the Board harvest requirements, including harvest requirements within the adjusted Basic Needs Level, within guidelines established in Yukon First Nation Final Agreements;
- 16.6.10.5 may make recommendations to the Sub-Committee on the need for and the content and timing of Salmon management plans;
- 16.6.10.6 may establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178, in accordance with 16.11.0, for the management of Furbearers;
- 16.6.10.7 may make recommendations to the Minister and affected Yukon First Nation on the management of Furbearers;
- 16.6.10.8 may make recommendations to the Minister and affected Yukon First Nation, in accordance with 16.11.0, on the use of traplines and the reassignment of all new, vacant and under-utilized traplines;
- 16.6.10.9 may make recommendations to the Minister on priorities and policies related to enforcement of Legislation and on alternatives to penal sanctions with respect to Fish and Wildlife;
- 16.6.10.10 may review and make recommendations to the Minister on allocation of and terms and conditions for commercial uses of Wildlife and Fish other than Salmon;
- 16.6.10.11 may review and make recommendations to the Minister on applications for research permits granted by Government for Fish and Wildlife management-related research activities within the relevant Traditional Territory; and
- 16.6.10.12 may make recommendations to the affected Yukon First Nation regarding the Yukon First Nation's management of Fish and Wildlife on its Settlement Land pursuant to 16.5.1.8.

Specific Provision

16.6.10.13 shall seek the consent of the Teslin Tlingit Council before recommending the approval of proposed game farming or game ranching activities in the Teslin Tlingit Council Traditional Territory, where, in the Council's opinion, the proposed game farming or game ranching would have an adverse effect on the Harvesting rights of Teslin Tlingit under this Agreement.

- 16.6.11 Each Council shall be granted status as an interested party to participate in public proceedings of any agency, board or commission on matters that affect the management and Conservation of Fish and Wildlife and their habitats within the relevant Traditional Territory for which that Council was established.
- 16.6.12 With the consent of the Minister and the affected Yukon First Nations, a Council may merge with other Councils to establish a regional Council with the same powers and responsibilities as a Council.
- 16.6.13 The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c. 178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178 pursuant to 16.6.10.6.
- 16.6.14 Where the Minister proposes to implement a Total Allowable Harvest which would require the implementation of Basic Needs Level provisions for a species or population in a Traditional Territory in accordance with this chapter, the affected Council may make recommendations to the Minister on alternative measures that could be considered in the place of implementing the Basic Needs Level provisions.
- 16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.
- 16.6.16 Where a Council does not carry out one of its responsibilities, the Minister, after giving notice to the Council, may undertake to fulfill that responsibility directly or delegate that responsibility to the Board.
- 16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

16.7.0 Fish and Wildlife Management Board

- 16.7.1 A Fish and Wildlife Management Board shall be established as the primary instrument of Fish and Wildlife management in the Yukon.

Composition of the Board

- 16.7.2 The Board shall be comprised of six nominees of Yukon First Nations and six nominees of Government.
- 16.7.3 The Board shall determine its own procedures for selecting its chairperson from its membership. The Minister shall appoint the chairperson selected by the Board.
- 16.7.3.1 In the event that the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Board after Consultation with the Board.
- 16.7.4 The majority of representatives of Government and the majority of representatives of Yukon First Nations shall be Yukon residents.

- 16.7.5 Appointments to the Board shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall be for five years. All appointments to the Board shall be during good behaviour.
- 16.7.6 The Board shall make provisions for public involvement in the development of its decisions and its recommendations.
- 16.7.7 The Board may establish an executive secretariat to provide administrative support to the Board.
- 16.7.7.1 The administrator of the secretariat shall be the executive secretary, who shall report to the Board and shall provide administrative and other support to the Board and maintain liaison with the Renewable Resources Councils.
- 16.7.7.2 The Director of Fish and Wildlife for the Yukon shall serve as an advisor to the Board and shall ensure that technical support is provided to the Board.
- 16.7.8 The Board shall be accountable to Government for its expenditures.
- 16.7.9 The Board shall prepare an annual budget, subject to review and approval by Government. Such budget shall be in accordance with Government guidelines and may include:
- 16.7.9.1 remuneration and travel expenses for attendance of Board members at Board and Sub-Committee meetings;
- 16.7.9.2 the costs of public hearings and meetings;
- 16.7.9.3 a budget for research review, public information and other activities;
- 16.7.9.4 the costs of staff and of the operation and maintenance of the office; and
- 16.7.9.5 other items as the Board and Government agree upon; and
- the approved budget of the Board and the Sub-Committee shall be a charge on Government.
- 16.7.10 The first annual budget for the Board and Sub-Committee and a multi-year financial forecast of the Board's and the Sub-Committee's operation shall be set out in the implementation plan for the Umbrella Final Agreement.

Powers and Responsibilities of the Board

- 16.7.11 The Board, acting in the public interest and consistent with this chapter and taking into consideration all relevant factors including recommendations of the Councils, may make recommendations to the Minister, to Yukon First Nations and to the Councils, on all matters related to Fish and Wildlife management, Legislation, research, policies, and programs.

- 16.7.12 Without restricting 16.7.11, the Board:
- 16.7.12.1 may recommend to the Minister policies for the management of Fish and Wildlife and their habitats;
 - 16.7.12.2 may make recommendations to the Minister on the need for and the content and timing of all Yukon Fish and Wildlife management plans for species included in international agreements, threatened species or populations, species or populations declared by the Minister as being of a territorial, national or international interest, and Transplanted Populations and Exotic Species;
 - 16.7.12.3 may review and make recommendations to the Minister and to Yukon First Nations on management plans recommended by the Councils, specifically the population goals and the management options contained within those plans;
 - 16.7.12.4 may, where required by species or population management plans, recommend to the Minister a Total Allowable Harvest for a species listed in 16.7.12.2 in accordance with 16.9.0;
 - 16.7.12.5 may review and recommend to the Minister adjustments to Basic Needs Levels in accordance with 16.9.8;
 - 16.7.12.6 may make recommendations to the Minister on the need for, and on positions on, interjurisdictional agreements that affect the Conservation and Use of Fish and Wildlife resources in the Yukon;
 - 16.7.12.7 after Consultation with the affected Councils, may recommend to the Minister restrictions on methods and practices of harvest for reasons of Conservation, public health, public safety and, in exceptional circumstances, for protection of the renewable resources economy associated with the Use of Fish or Wildlife resources;
 - 16.7.12.8 may, at the request of the Council, assist a Council in the performance of its duties;
 - 16.7.12.9 may, subject to approval of the Minister and the Council, delegate the performance of its responsibilities to a Council; and
 - 16.7.12.10 may, in Consultation with the Councils and subject to Yukon First Nation Final Agreements, identify new opportunities and recommend to the Minister management measures for commercial Uses of Fish and Wildlife.
- 16.7.13 The Board shall have standing as an interested party to participate in the public proceedings of any agency, board or commission dealing with matters that affect the management and Conservation of Fish and Wildlife and their habitat in the Yukon.
- 16.7.14 The Board shall communicate to the Councils its recommendations and decisions approved in accordance with 16.8.0 within a reasonable time.
- 16.7.15 The Board shall meet not less than annually with the chairpersons of the Councils.
- 16.7.16 Before the amendment or introduction of Legislation for Fish and Wildlife in the Yukon, the Minister shall Consult with the Board on the matters to be addressed in that Legislation.

Salmon Sub-Committee

- 16.7.17 A Sub-Committee of the Board shall be established as the main instrument of Salmon management in the Yukon.
- 16.7.17.1 The Board shall assign from its membership one appointee of Yukon First Nations and one appointee of Government to the Sub-Committee.
- 16.7.17.2 The Minister shall nominate two additional members to the Sub-Committee.
- 16.7.17.3 For the Yukon River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Yukon River drainage basin only.
- 16.7.17.4 For the Alsek River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Alsek River drainage basin only.
- 16.7.17.5 For the Porcupine River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Porcupine River drainage basin only.
- 16.7.17.6 When the Sub-Committee is dealing with matters affecting more than one of the drainage basins identified in 16.7.17.3 to 16.7.17.5, the members appointed to represent those basins may sit on the Sub-Committee, provided that the total number of votes to be exercised by those members shall not exceed two.
- 16.7.17.7 Appointments to the Sub-Committee by the Board shall be for the term held by that appointee on the Board.
- 16.7.17.8 The additional appointments to the Sub-Committee by the Minister and by Yukon First Nations shall be for five years. All appointments to the Sub-Committee shall be during good behaviour.
- 16.7.17.9 The Board shall appoint a chairperson from the membership of the Sub-Committee. In the event the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Sub-Committee after Consultation with the Sub-Committee.
- 16.7.17.10 The Department of Fisheries and Oceans shall provide technical and administrative support to the Sub-Committee as required to determine appropriate plans for Salmon management, and a senior official of the department in the Yukon shall serve the Sub-Committee as Executive Secretary.
- 16.7.17.11 The Sub-Committee, acting in the public interest and consistent with this chapter and taking into account all relevant factors including recommendations of the Councils, may make recommendations to the Minister and to Yukon First Nations on all matters related to Salmon, their habitats and management, including Legislation, research, policies and programs.

16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:

- (a) may recommend to the Minister policies for the management of Salmon and their habitats;
- (b) may make recommendations to the Minister on the need for, and on the content and timing of Salmon Harvesting and management plans in accordance with the terms of this chapter;
- (c) may make recommendations to the Minister on the need for, and on a position on, interjurisdictional agreements affecting the Use of Yukon Salmon resources;
- (d) may seek, from a Council or the public, input on specific aspects of a Salmon management plan;
- (e) subject to Yukon First Nation Final Agreements, may make recommendations to the Minister on new opportunities and proposed management measures for commercial Uses of Salmon;
- (f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and
- (g) may make recommendations on management measures required to best ensure that the basic needs allocation of a Yukon First Nation is met, recognizing that resources available for fisheries management may be limited.

16.7.17.13 Representatives from the Sub-Committee shall form the majority of the Canadian representatives to any Yukon River panel established pursuant to the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.

16.7.17.14 The Sub-Committee shall be granted standing as an interested party to participate in the public proceedings of any agency, board or commission dealing with matters that affect the management and Conservation of Salmon or their habitat in the Yukon.

16.7.17.15 The Sub-Committee shall communicate its recommendations and decisions to the Board, and to the Minister in accordance with the provisions of 16.8.0.

16.7.18 Where the Board or the Sub-Committee does not carry out a responsibility, the Minister, after giving notice to the Board or the Sub-Committee as appropriate, may carry out that responsibility.

16.7.19 The Minister shall Consult with and obtain a recommendation of the Board before declaring a species or population to be of territorial, national or international interest under 16.7.12.2.

16.7.20 Upon request by the Board or the Sub-Committee, the Minister and the affected Yukon First Nation shall make available to the Board or the Sub-Committee information in their possession reasonably required for the Board or the Sub-Committee to carry out its functions under this chapter.

16.8.0 Role of Ministers and Yukon First Nations

Implementation of Council, Board and Sub-Committee Decisions

16.8.1 The provisions of 16.8.2 to 16.8.8 apply to decisions and recommendations of the Councils, the Board and the Sub-Committee made to the Minister pursuant only to 10.5.5, 16.3.13, 16.5.1.8, 16.6.10, 16.6.14, 16.7.12, 16.7.17.12, 16.7.19, 16.8.12, 16.9.2, 16.9.8, 16.10.1, 16.10.12, 16.11.10, 17.4.1.2, 17.4.1.3, 17.4.1.5 and 17.4.1.6 and to those recommendations and decisions of the Board, the Councils or the Sub-Committee which may be referred to 16.8.0 in a Yukon First Nation Final Agreement.

16.8.1.1 In 16.8.2 to 16.8.7, Board means the Board, Councils and Sub-Committee.

16.8.2 Unless the Minister directs otherwise, the Board shall forward its recommendations and decisions pursuant to 16.8.1 to the Minister, accompanied by draft regulations where appropriate.

16.8.3 Unless the Minister directs otherwise, all recommendations and decisions of the Board shall be kept confidential until the process in 16.8.4 to 16.8.6 has been completed or the time for the process has expired.

16.8.4 The Minister, within 60 days of the receipt of a recommendation or decision under 16.8.2, may accept, vary, set aside or replace the recommendation or decision. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.

16.8.4.1 The Minister may extend the time provided in 16.8.4 by 30 days.

16.8.4.2 Nothing in 16.8.4 shall be construed as limiting the application of 16.3.3.

16.8.5 The Board, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 16.8.4, shall make a final recommendation or decision and forward it to the Minister with written reasons.

16.8.5.1 The Minister may extend the time provided under 16.8.5.

16.8.6 The Minister, within 45 days of receipt of a final recommendation or decision, may accept or vary it, or set it aside and replace it.

16.8.6.1 In the event that the Minister proposes to vary or to set aside and replace a recommendation of the Board with respect to the determination of a Total Allowable Harvest, the Minister shall make reasonable efforts to reach a consensus with the affected Yukon First Nation on the variation or setting aside and replacement of the recommendation.

- 16.8.6.2 In the event that the Minister and the affected Yukon First Nation are unable to reach a consensus under 16.8.6.1, the Minister may proceed to vary or set aside and replace the recommendation of the Board with respect to the determination of the Total Allowable Harvest, provided that the Minister is satisfied that the variation or replacement is consistent with the principle of Conservation.
- 16.8.6.3 The process for seeking consensus with the affected Yukon First Nation shall give due consideration to timing of any statutory or regulatory changes required and to the timing of Harvesting activities.
- 16.8.6.4 The Minister may extend the time provided in 16.8.6 in order to carry out the requirements of 16.8.6.1 and 16.8.6.2.
- 16.8.6.5 The Minister shall provide the Board with notice of the Minister's final decision under 16.8.6.
- 16.8.7 Government shall, as soon as practicable, implement:
 - 16.8.7.1 all recommendations and decisions of the Board that are accepted by the Minister under 16.8.4;
 - 16.8.7.2 all decisions of the Minister under 16.8.6; and
 - 16.8.7.3 subject to 16.8.7.1 and 16.8.7.2, all recommendations or decisions of the Board after the expiry of the time provided in the process set out in 16.8.4 and 16.8.6.
- 16.8.8 The Minister may refer any matter described in 16.8.1 to the dispute resolution process under 26.4.0 once the procedure set out in 16.8.1 to 16.8.4 has been completed.

Judicial Review of Decisions

- 16.8.9 All final decisions of the Board, Sub-Committee and Council pursuant to 16.6.10.6 and 16.10.14 shall be final and binding and not subject to appeal or review in any court provided however that an application for judicial review by a Yukon First Nation, Government or any affected Person, shall lie to the Supreme Court of the Yukon upon the grounds that the Board, Sub-Committee or Council:
 - 16.8.9.1 failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction;
 - 16.8.9.2 erred in law in making its decision, whether or not the error appears on the face of the record; or
 - 16.8.9.3 based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
- 16.8.10 An application for judicial review shall be made within 60 days of the decision.

Emergency Action by the Minister

- 16.8.11 Where it appears to the Minister that there is an emergency which affects the well-being of Fish and Wildlife or their habitat, and where time does not permit Consultation with the Board, Sub-Committee or affected Council, the Minister may take such action as is necessary before Consulting with the Board, Sub-Committee or the affected Council.
- 16.8.12 Where emergency action has been taken pursuant to 16.8.11, the Minister shall within seven days inform the Board, Sub-Committee or Council and solicit their continuing advice. The Board, Sub-Committee or Council may recommend to the Minister that the emergency action be terminated pending their consideration of the issue.
- 16.8.13 Notwithstanding 16.3.2, Government may allow a catch of Salmon greater than the Total Allowable Catch in exceptional circumstances.

Referral of Matters by the Minister

- 16.8.14 The Minister may request that a Council, the Board or the Sub-Committee exercise a Council, Board or Sub-Committee power or responsibility under a Settlement Agreement, as appropriate, and the Council, the Board or the Sub-Committee shall comply with the request within such reasonable time as the Minister requires.

16.9.0 Fish and Wildlife Harvests

- 16.9.1 Each Yukon First Nation Final Agreement shall set out the manner in which the Total Allowable Harvest shall be shared between Yukon Indian People and other harvesters.
- 16.9.1.1 When opportunities to harvest Freshwater Fish or Wildlife are limited for Conservation, public health or public safety, the Total Allowable Harvest shall be allocated to give priority to the Subsistence needs of Yukon Indian People while providing for the reasonable needs of other harvesters.
- 16.9.1.2 The priority in 16.9.1.1 is subject to provisions set out in Yukon First Nation Final Agreements pursuant to 16.9.1 or 16.9.10 and to provisions negotiated subsequently pursuant to 16.9.13.

Specific Provision

- 16.9.1.3 In the event that a Total Allowable Harvest for moose in the Teslin Tlingit Council Traditional Territory is established in accordance with this Agreement, the allocation to the Teslin Tlingit Council shall be the first 10 moose in the Total Allowable Harvest, 90 percent of the next 10 moose in the Total Allowable Harvest, 80 percent of the next 40 moose in the Total Allowable Harvest, and, thereafter, 75 percent of the Total Allowable Harvest until the Teslin Tlingit Council has been allocated the number of moose required to satisfy the Subsistence needs of Teslin Tlingit.

- 16.9.2 The Board, pursuant to 16.7.12.4, and the Council, pursuant to 16.6.10.1, may establish, modify or remove Total Allowable Harvests for Freshwater Fish or Wildlife populations from time to time in the Yukon but shall only do so if:

- 16.9.2.1 required for Conservation, public health or public safety;
 - 16.9.2.2 required due to the inability of various Fish and Wildlife species and populations to meet sustainable yield requirements as determined by scientific research and surveys and the special knowledge of Yukon Indian People; or
 - 16.9.2.3 required to achieve the goals and objectives identified by species and population management plans; and
- only to the extent reasonably necessary to achieve those ends.
- 16.9.3 Where, in any year:
- 16.9.3.1 the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and
 - 16.9.3.2 the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,
- Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.
- 16.9.4 The Board, pursuant to 16.7.12.4, or the Council, pursuant to 16.6.10.1, shall recommend to the Minister the allocation of that portion of the Total Allowable Harvest which is not allocated to a Yukon First Nation to satisfy its Basic Needs Level or adjusted Basic Needs Level.

Basic Needs Levels

- 16.9.5 Each Yukon First Nation Final Agreement shall set out Basic Needs Levels or special Harvesting opportunities for key Freshwater Fish and Wildlife species.

Specific Provision	
16.9.5.1	Special Harvesting opportunities for the Teslin Tlingit Council are set out in 16.9.1.3 and 16.9.10.1 of this Agreement.

- 16.9.6 When determining a Basic Needs Level or special Harvesting opportunities for each Yukon First Nation, Government and Yukon First Nations may consider the following:
 - 16.9.6.1 recent and current harvests of the species or population by Yukon Indian People enrolled under that Yukon First Nation Final Agreement;
 - 16.9.6.2 recent and current harvests within the Yukon First Nation's Traditional Territory by other harvesters;

- 16.9.6.3 current personal consumption estimates of the species or population by Yukon Indian People enrolled under that Yukon First Nation Final Agreement for food;
 - 16.9.6.4 the ability of the species or population to satisfy the Harvesting needs of Yukon Indian People enrolled under that Yukon First Nation Final Agreement as well as other users; and
 - 16.9.6.5 such other factors as the parties may agree.
- 16.9.7 Government and a Yukon First Nation may agree to conduct a study to define more clearly the factors listed in 16.9.6.

Adjusted Basic Needs Levels

- 16.9.8 Once a Basic Needs Level has been set pursuant to a Yukon First Nation Final Agreement, the Board may, upon the recommendation of a Council or a Yukon First Nation, review and recommend to the Minister the adjustment of the Basic Needs Level. In reaching its decision about adjusting the Basic Needs Level, the Board shall, in addition to the factors listed in 16.9.6, take into consideration the following factors:
- 16.9.8.1 human population change within the Traditional Territory;
 - 16.9.8.2 changing patterns of consumption;
 - 16.9.8.3 the cultural and nutritional importance of Fish and Wildlife to Yukon Indian People;
 - 16.9.8.4 the use and Harvesting of Fish and Wildlife for personal use by Yukon residents; and
 - 16.9.8.5 the commercial consumptive and Non-Consumptive Use of Fish and Wildlife.
- 16.9.9 In any year the adjusted Basic Needs Level may vary upward or downward, but shall not fall below the Basic Needs Level established pursuant to a Yukon First Nation Final Agreement, unless the affected Yukon First Nation consents.
- 16.9.10 Yukon First Nation Final Agreements may provide for special Harvesting rights for Yukon Indian People for Freshwater Fish. The purpose of the special Harvesting rights shall be to maintain the priority for Yukon Indian People's food fish needs over other uses.

Specific Provision

16.9.10.1 The special Harvesting rights for Teslin Tlingit for Freshwater Fish for food are as follows:

(a) Government shall take into account the special importance to the Teslin Tlingit Council of,

- (i) Teslin Lake,
- (ii) Squanga Lake,
- (iii) Morley Lake,
- (iv) Pine Lake,
- (v) Wolf Lake,
- (vi) Hermit Lake, and
- (vii) Daughney Lake

in the allocation of Freshwater Fish between Teslin Tlingit and other users; and

(b) Government shall ensure that the food Freshwater Fish needs of Teslin Tlingit receive primary consideration in the allocation of Freshwater Fish resources.

- 16.9.11 The special Harvesting rights for Freshwater Fish pursuant to 16.9.10 may include the designation of certain lakes as being primarily for food fishing by Yukon Indian People, or such other measures as the parties to a Yukon First Nation's Final Agreement may agree, in absence of any Basic Needs Level.
- 16.9.12 Where no special Harvesting rights for Freshwater Fish are negotiated pursuant to 16.9.10, Government shall ensure that the food Freshwater Fish needs of Yukon Indian People receive primary consideration in the allocation of Freshwater Fish resources.
- 16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.
- 16.9.14 Where a Basic Needs Level is established pursuant to 16.9.10 or 16.9.13, the provisions of 16.9.0 shall apply to the determination and allocation of the Total Allowable Harvest to Yukon First Nations and to other harvesters.
- 16.9.15 The Basic Needs Level established for a Yukon First Nation shall be without prejudice to the Basic Needs Level of any other Yukon First Nation.
- 16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

Edible Fish or Wildlife Product Usage

- 16.9.17 Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

16.10.0 Allocation of Salmon Harvest

Total Allowable Catch

- 16.10.1 The Sub-Committee, pursuant to 16.7.17.12(b), may recommend to the Minister the establishment, modification or removal of the Total Allowable Catch for Salmon from time to time in a drainage basin, but shall do so only if required:

- 16.10.1.1 for Conservation, public health or public safety;
- 16.10.1.2 due to the inability of various Salmon species and populations to meet sustainable yield requirements as determined by scientific research and surveys and the special knowledge of Yukon Indian People; or
- 16.10.1.3 to achieve the goals and objectives identified for Salmon species and populations in Salmon Harvesting and management plans; and

only to the extent reasonably necessary to achieve those ends.

- 16.10.2 The Sub-Committee, pursuant to 16.7.17.12(f), shall recommend to the Minister, for a drainage basin, the allocation of that portion of the Total Allowable Catch which remains after the basic needs allocations described in this chapter for Yukon First Nations have been made.

Basic Needs Allocation Considerations

- 16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:

- 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
- 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
- 16.10.3.3 changing patterns of consumption;
- 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
- 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
- 16.10.3.6 such other factors as the parties may agree.

Basic Needs Allocation of Salmon Fishery to Yukon First Nations

- 16.10.4 The total basic needs allocation for Yukon First Nations for each species of Salmon in the drainage basin of the Yukon River, and the allocation among the Yukon First Nations of that total basic needs allocation, is set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter.
- 16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.
- 16.10.6 The basic needs allocation for the Champagne and Aishihik First Nations of each species of Salmon in the drainage basin of the Alsek River shall be set out in the Champagne and Aishihik First Nations Final Agreement.
- 16.10.7 The basic needs allocation for the Vuntut Gwitchin First Nation of each species of Salmon in the drainage basin of the Porcupine River shall be set out in the Vuntut Gwitchin First Nation Final Agreement.
- 16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.
- 16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.
- 16.10.10 Subject to 16.10.11, Government may adjust a Total Allowable Catch because of variations in the anticipated run size but only after Consultation with the Sub-Committee, and any such adjustment may be made in-season.
- 16.10.11 Where Government proposes to adjust the Total Allowable Catch under 16.10.10 and time does not permit Consultation with the Sub-Committee, Government may make the adjustment but it shall, within seven days, inform the Sub-Committee of the adjustment and solicit its continuing advice.
- 16.10.12 The Sub-Committee may recommend to the Minister that any adjustment made under 16.10.11 be varied or terminated pending the Sub-Committee's consideration of the issue.
- 16.10.13 Where:
- 16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or

16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic needs allocation.

16.10.14 Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.

Allocation of Commercial Salmon Fishery to the Yukon First Nations

16.10.15 In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.

16.10.16 The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.

16.10.16.1 Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.

16.10.16.2 Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.

16.10.17 The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.

16.10.18 The allocation of commercial Salmon fishing licences in the drainage basin of the Aisek River for the Champagne and Aishihik First Nations shall be set out in the Champagne and Aishihik First Nations Final Agreement.

16.10.19 The allocation of commercial Salmon fishing licences in the drainage basin of the Porcupine River for the Vuntut Gwitchin First Nation shall be set out in the Vuntut Gwitchin First Nation Final Agreement.

16.10.20 Nothing in a Settlement Agreement prevents a Yukon Indian Person or a Yukon First Nation from acquiring a commercial Salmon or commercial sport fishing licence through the normal regulatory process, including, where applicable, the payment of licence fees, and such licences shall not be considered to be part of the allocation allocated under 16.10.15 or 16.10.16.

16.11.0 Trapline Management and Use

16.11.1 Yukon First Nation Final Agreements shall set out the manner in which Government, Councils, the Board and Yukon First Nations participate in the regulation, management and Use of Furbearers, including the manner in which local bylaws approved by the Council will be implemented.

Specific Provision

16.11.1.1 The participation of Government, Councils, the Board and the Teslin Tlingit Council in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

General Guidelines for the Councils

16.11.2 In establishing local criteria for the management and Use of Furbearers in accordance with 16.6.10.6 and 16.6.10.7, the Councils shall provide for:

16.11.2.1 the maintenance and enhancement of the Yukon's wild fur industry and the Conservation of the fur resource; and

16.11.2.2 the maintenance of the integrity of the management system based upon individual trapline identity, including individual traplines within group trapping areas.

Trapline Allocation Formula

16.11.3 Subject to 16.11.4, the overall allocation of traplines in each Yukon First Nation's Traditional Territory shall be approximately 70 percent held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements and approximately 30 percent held by other Yukon residents.

16.11.3.1 Subject to 16.11.3.2, 16.11.3.3 and 16.11.3.4, where the realization of the overall allocation in a Yukon First Nation's Traditional Territory pursuant to 16.11.3 would require that more traplines be allocated to Yukon Indian People, the acquisition of those additional traplines shall be completed within 25 years of the Effective Date of that Yukon First Nation's Final Agreement, unless the parties to the Yukon First Nation's Final Agreement otherwise agree.

16.11.3.2 Nothing in 16.11.3 shall be construed to require a person holding a trapline to sell or relinquish the trapline.

16.11.3.3 Nothing in 16.11.3 shall be construed to prevent a person holding a trapline, at the Effective Date of the Yukon First Nation Final Agreement of that Yukon First Nation in whose Traditional Territory the trapline is located, from transferring such trapline to a qualified member of the trapper's immediate family.

- 16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
- 16.11.4 The Yukon First Nation Final Agreements for the Vuntut Gwitchin First Nation, the Champagne and Aishihik First Nations, the Teslin Tlingit Council, the Kluane First Nation, the Little Salmon/Carmacks and the Ross River Dena Council shall set out the overall allocation of traplines including their designation as Category 1 or Category 2 in those Yukon First Nations' Traditional Territories.

Specific Provision

- 16.11.4.1 The overall allocation of traplines which have more than 50 percent of their area in that portion of the Teslin Tlingit Council Traditional Territory which is not overlapped by another Yukon First Nation's Traditional Territory is 28 traplines held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements and four traplines held by other Yukon residents.

- 16.11.5 Except as provided in 16.11.4, where, in a Yukon First Nation's Traditional Territory, the overall percentage of traplines held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements is less than 70, that Yukon First Nation's Final Agreement shall set out the process by which the Yukon First Nation or a Yukon Indian Person enrolled under that Yukon First Nation's Final Agreement may acquire additional traplines in order to raise the overall percentage to 70.
- 16.11.6 Up to 70 percent of the traplines in the Traditional Territory of a Yukon First Nation may be designated as Category 1 Traplines.
- 16.11.7 Category 1 Traplines shall be identified in a schedule to the Yukon First Nation's Final Agreement.

Specific Provision

- 16.11.7.1 Category 1 Traplines in the Teslin Tlingit Council Traditional Territory are identified in Schedule B - Category 1 Traplines, attached to this chapter.

- 16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.
- 16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.

Specific Provision

16.11.9.1 The following is the process required by 16.11.9:

- (a) subject to 16.11.6, the Teslin Tlingit Council shall provide Government and the Teslin Renewable Resources Council with proof that the registered holder of a trapline has consented in writing to that trapline being designated a Category 1 Trapline in accordance with 16.11.8 and upon receipt by Government and the Teslin Renewable Resources Council of such proof, that trapline shall be designated a Category 1 Trapline.

Trapline Allocation Process

- 16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:
- 16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;
 - 16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;
 - 16.11.10.3 Category 1 Traplines may be temporarily assigned to other qualified Yukon residents, but such assignment shall not alter the Category 1 status of the trapline;
 - 16.11.10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;
 - 16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines;
 - 16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;
 - 16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;
 - 16.11.10.8 a Yukon First Nation, Government or any affected Person may refer any dispute arising out of 16.11.10 to the dispute resolution process under 26.4.0; and
 - 16.11.10.9 a Yukon First Nation Final Agreement may set out additional provisions for trading Category 1 and Category 2 Traplines.

Interim Protection

- 16.11.11 The parties to the Umbrella Final Agreement agree not to reduce the number of traplines currently held by Yukon Indian People in a Yukon First Nation's Traditional Territory until the Effective Date of the Yukon First Nation Final Agreement, provided the Yukon First Nation Final Agreement is ratified before May 29, 1994 or within 24 months of commencement of negotiation of that Yukon First Nation Final Agreement, whichever comes sooner.

Trapline Development

- 16.11.12 Subject to 6.6.0 and Laws of General Application, holders, other than Yukon Indian People, of traplines on Settlement Land may construct and occupy, on Settlement Land, such cabins as are necessary for the reasonable use and enjoyment of traplines, and may cut necessary trails on their traplines.

Compensation

- 16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

- 16.11.13.1 Nothing in 16.11.13 shall be construed to affect a Yukon Indian Person's right to compensation pursuant to Law before the process in 16.11.13 is established.

Government Access

- 16.11.14 The designation of a trapline as Category 1 shall not restrict access by Government, in accordance with the provisions of the Umbrella Final Agreement, to that trapline to handle or collect animals for scientific or management reasons.

16.12.0 Access for Wildlife Harvesting on Settlement Land

- 16.12.1 Any trapper whose trapline is wholly or partially on Settlement Land shall continue to exercise all rights as a trapper to his or her existing trapline without fee in accordance with Settlement Agreements and Laws of General Application and bylaws established by the Council.
- 16.12.2 Where a Category 2 Trapline lies wholly or in part on Settlement Land, the holder of the trapline shall elect either to:
- 16.12.2.1 retain that portion of the trapline on Settlement Land and exercise the rights pursuant to 16.12.1;
 - 16.12.2.2 make the trapline available for exchange for another trapline; or
 - 16.12.2.3 sell that portion of the trapline on Settlement Land to the affected Yukon First Nation.

- 16.12.3 Subject to 16.12.4 and 16.12.10, any Person has a right of access to enter and stay on Undeveloped Category B Settlement Land without the consent of the affected Yukon First Nation for the purpose of non-commercial Harvesting of Fish and Wildlife, if permitted by, and in accordance with Laws which apply to lands under the administration and control of the Commissioner.
- 16.12.4 The Minister of the Yukon responsible for Fish and Wildlife may, on his own initiative or at the request of a person or entity holding title to any Parcel which is or was Category B Settlement Land from which the Public Access for Wildlife Harvesting is reserved, release and discharge the Public Access for Wildlife Harvesting in respect of that Parcel in whole or in part on such terms and conditions as he decides.
- 16.12.5 Subject to Settlement Agreements, and notwithstanding a Yukon First Nation's ownership of the Bed of waterbodies set out in Chapter 5 — Tenure and Management of Settlement Lands, Government reserves the right to manage the fishery and to determine who may fish in those waterbodies which are adjacent to a Waterfront Right-of-Way.
- 16.12.6 Where a Yukon First Nation owns the Bed of a waterbody and there is no adjacent Waterfront Right-of-Way, that Yukon First Nation has an exclusive right to fish in that portion of the Bed of the waterbody owned by the Yukon First Nation unless otherwise agreed in Settlement Agreements.
- 16.12.7 An outfitting concession holder has the right of access to cross and to make necessary stops on Settlement Land to reach that outfitting area without the consent of the affected Yukon First Nation. The outfitting concession holder's right of access shall include the right to erect temporary camps and to graze horses incidental to such access, and to travel over the land with employees and clients and their equipment but shall not include the right to hunt thereon or to erect any permanent camp thereon.
- 16.12.8 Yukon First Nations whose final land selections may adversely affect existing outfitting concessions shall negotiate with the outfitting concession holder to determine terms and conditions that can be established to mitigate any impact on the outfitting concession.
- 16.12.9 To the extent the impact of final land selections on existing outfitting concessions cannot be resolved through negotiations between the outfitting concession holder and a Yukon First Nation, Government will compensate the outfitting concession holder for provable loss caused by the concession holder's inability to use Settlement Land within that concession area for outfitting. Provable loss shall be defined prior to the enactment of Settlement Legislation.
- 16.12.10 The rights of access provided by 16.12.3 and 16.12.7 are subject to the conditions that there shall be no:
- 16.12.10.1 significant damage to Settlement Land or to improvements on Settlement Land;
 - 16.12.10.2 mischief committed on Settlement Land;
 - 16.12.10.3 significant interference with the use and peaceful enjoyment of its Settlement Land by the Yukon First Nation;
 - 16.12.10.4 fee or charge payable to the affected Yukon First Nation other than that provided for in 16.5.1.13 and 16.5.1.14; or
 - 16.12.10.5 compensation for damage other than significant damage.

16.12.11 A Person who fails to comply with the conditions in 16.12.10.1, 16.12.10.2 or 16.12.10.3 shall be considered a trespasser with respect to that incident of access.

16.13.0 Training and Education

16.13.1 The parties to the Umbrella Final Agreement shall immediately investigate the needs, opportunities and structures required to ensure the adequate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic development opportunities. The parties to the Umbrella Final Agreement agree to design the structures necessary to develop these human resources.

16.13.2 The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.

16.13.3 Government and Yukon First Nations shall cooperate in providing cross-cultural orientation and education for Board, Sub-Committee and Council members.

16.14.0 Implementation Provisions

16.14.1 Canada shall recommend to Parliament the repeal of section 19(3) of the Yukon Act, R.S.C. 1985, c. Y-2 upon the enactment of Settlement Legislation.

16.15.0 Harvest Support Program

16.15.1 The parties to the Umbrella Final Agreement agree to complete a feasibility study on the design of a Harvesting support program in the Yukon prior to Settlement Legislation.

SCHEDULE A

DETERMINATION OF BASIC NEEDS ALLOCATION FOR THE DRAINAGE BASIN OF THE YUKON RIVER

1.0 Definitions

In this schedule, the following definitions shall apply.

"Contractor" means the contractor appointed pursuant to 3.7.

"Minister" means the Minister of Fisheries and Oceans.

"Study" means the Yukon River Drainage Basin Salmon Harvest Study.

"Yukon First Nation" and "Yukon First Nations" have the same meaning as in Chapter 1 - Definitions, but do not include the Liard First Nation.

2.0 General

- 2.1 A basic needs allocation required by 16.10.4 shall be determined for each Yukon First Nation in accordance with 3.0 or 4.0.
- 2.2 Harvesting of Salmon pursuant to 16.4.2 by Yukon Indian People enrolled under the Yukon First Nation Final Agreement of a Yukon First Nation for which a basic needs allocation for Salmon has been established shall thereafter be limited to the basic needs allocation.
- 2.3 The provisions of 16.4.4.1 shall not apply to a Yukon First Nation until every Yukon First Nation's basic needs allocation has been established.

3.0 Yukon River Drainage Basin Salmon Harvest Study

- 3.1 The Council for Yukon Indians and the Minister shall jointly cause the Study to be carried out.
- 3.2 The purpose of the Study is to determine for each Yukon First Nation, the arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin of the Yukon River by persons eligible to be enrolled as Yukon Indian People under the Final Agreement of a Yukon First Nation.
- 3.3 Subject to 3.4, the actual annual harvest for the study shall be determined during a five year period.
- 3.4 If, during the Study, the exercise of the right under 16.4.2 to harvest Salmon for Subsistence is actually limited pursuant to 16.3.3, the Contractor will, at the request of the Salmon Sub-Committee, eliminate from the Study the year in which the limitation occurs and the Study will be extended by one year, provided that the Study shall be completed in no more than eight years regardless of the number of years which are eliminated under this provision.
- 3.5 The Council for Yukon Indians and the Minister shall negotiate terms of reference for the Study within six months after the effective date of Settlement Legislation, failing which, either party may refer any outstanding matter to the dispute resolution process under 26.3.0.

- 3.6 The terms of reference for the Study shall include:
- 3.6.1 an initial one year period during which the Contractor is to assist the Yukon First Nations, Government and other interested parties to prepare for the Study so as to best ensure the accuracy of the Study;
 - 3.6.2 a requirement that the Contractor consider how to balance the change over time in the population of a Yukon First Nation with the factors listed in 16.10.3 in a better way than is reflected in 3.9.1;
 - 3.6.3 the other requirements of this schedule; and
 - 3.6.4 such other provisions as the parties may agree.
- 3.7 The Council for Yukon Indians and the Minister shall, within four months after completing the terms of reference, jointly appoint an independent contractor to carry out the Study, and, failing agreement, either party may refer the matter of the appointment to arbitration under 26.7.0.
- 3.8 An arbitrator acting pursuant to 3.7 shall appoint an independent contractor in accordance with the terms of reference and any bidding criteria the parties have agreed to.
- 3.9 The basic needs allocation for Salmon for a Yukon First Nation shall be determined in accordance with 3.9.1 or 3.9.2.
- 3.9.1 The basic needs allocation for Salmon for a Yukon First Nation shall be the greater of:
 - 3.9.1.1 the arithmetic average of the actual annual harvest of Salmon for the years of the Study which are not eliminated pursuant to 3.4, plus 10 percent of that number; and
 - 3.9.1.2 the percentage of the Total Allowable Catch which is equal to the basic needs allocation determined under 3.9.1.1 divided by the Total Allowable Catch arithmetically averaged over the years of the Study which are not eliminated pursuant to 3.4.
 - 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
 - 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
 - 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

4.0 Negotiation of a Basic Needs Allocation

- 4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

SCHEDULE B

CATEGORY 1 TRAPLINES

1.0 Category 1 Traplines in the Teslin Tlingit Council Traditional Territory

- 1.1 Trapline concession # 333 (the Elders Trapline), held by the Teslin Tlingit Council in the Teslin Tlingit Council Traditional Territory, is a Category 1 Trapline.
- 1.2 The following trapline concessions, held by individuals in the Teslin Tlingit Council Traditional Territory, are Category 1 Traplines:

Trapline Concession Holder	Concession #
Pete Sidney	244
D. Bahm/M. Van Heel	314
Andrew Smarch	315
Jane Goodvin	316
Graffie Jules	322
Darcy Dewhurst	328
Doug Smarch	329
Ken Geddes	331
Wilbur Smarch	332
Florence Smarch	334
Harry Morris	335
Cheryl Jackson	342

CHAPTER 17 - FOREST RESOURCES

17.1.0 Definitions

In this chapter, the following definitions shall apply.

"Forest Resources Management" includes forest conservation, reforestation and silviculture.

"Forest Resources" includes all flora in a wild state.

"Tree" means a single-stemmed perennial woody plant in a wild state.

17.2.0 General

17.2.1 Subject to its Settlement Agreement, each Yukon First Nation shall own, manage, allocate and protect the Forest Resources on its Settlement Land.

17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:

17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and

17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

17.2.3 Nothing in this chapter applies to a National Park, a national park reserve or a national historic site administered by the Canadian Parks Service.

17.3.0 Forest Resources Harvesting

17.3.1 Subject to this chapter:

17.3.1.1 Yukon Indian People shall have the right, during all seasons of the year, to harvest Forest Resources on Crown Land for purposes incidental to the exercise of their traditional pursuits of hunting, fishing, trapping and gathering;

17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes; and

17.3.1.3 Yukon Indian People shall have the right during all seasons of the year to harvest Forest Resources on Crown Land incidental to the practice of their traditional customs, culture and religion or for the traditional production of handicrafts and implements.

17.3.2 The rights provided by 17.3.1 are subject to Legislation enacted for reasons of Forest Resources Management, land management, Conservation, protection of the environment, and for public health and public safety.

17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

- 17.3.4 The rights set out in 17.3.1 do not apply to Crown Land:
- 17.3.4.1 where the exercise of a right conflicts with the carrying out of any activity authorized by Government;
 - 17.3.4.2 that is subject to a surface lease or an agreement for sale, unless the Person, other than Government, holding such interest consents; or
 - 17.3.4.3 where access by the public is limited or prohibited.
- 17.3.5 Yukon Indian People may dispose of Trees harvested pursuant to 17.3.1 by way of gift, trade, barter or sale to other Yukon Indian People and to aboriginal people who are beneficiaries of Transboundary Agreements for the purposes described in 17.3.1.
- 17.3.6 Nothing in 17.3.1 shall be construed to:
- 17.3.6.1 confer a right of ownership of Forest Resources upon a Yukon Indian Person or a Yukon First Nation;
 - 17.3.6.2 guarantee the supply of Forest Resources to a Yukon Indian Person or Yukon First Nation;
 - 17.3.6.3 preclude any Person from harvesting Forest Resources on Crown Land if permitted by and in accordance with Laws of General Application; or
 - 17.3.6.4 entitle Yukon Indian People or a Yukon First Nation to any priority of use, or right to any compensation for damage to, or loss of, Forest Resources or harvesting opportunities on Crown Land.
- 17.4.0 Renewable Resources Councils**
- 17.4.1 A Renewable Resources Council may make recommendations to the Minister and the affected Yukon First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within that Yukon First Nation's Traditional Territory, including:
- 17.4.1.1 the coordination of Forest Resources Management throughout the Yukon and in the relevant Traditional Territory;
 - 17.4.1.2 the need for, and the content and timing of, Forest Resources inventories and management plans;
 - 17.4.1.3 the policies, programs and Legislation which affect Forest Resources;
 - 17.4.1.4 proposals for Forest Resources research;
 - 17.4.1.5 forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;
 - 17.4.1.6 the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;

- 17.4.1.7 employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;
 - 17.4.1.8 measures for the control of forest pests and diseases; and
 - 17.4.1.9 other matters relating to the protection and management of Forest Resources.
- 17.4.2 Upon request by a Renewable Resources Council, the Minister and a Yukon First Nation may make available to the Council information in their possession with respect to the following:
- 17.4.2.1 Forest Resources inventories;
 - 17.4.2.2 Forest Resources Management plans;
 - 17.4.2.3 proposals for Forest Resources research; or
 - 17.4.2.4 information on policies and programs related to Forest Resources.
- 17.4.3 Renewable Resources Councils shall cooperate with each other and with Yukon First Nations in matters of common concern and shall explore means of coordinating their activities.
- 17.4.4 Yukon First Nations shall cooperate with each other and with Renewable Resources Councils in matters of common concern and shall explore means of coordinating their activities.
- 17.4.5 A Renewable Resources Council may submit a budget for costs of carrying out its responsibilities under this chapter as a part of the budget submitted under 16.6.7.
- 17.5.0 Forest Resources Management Plans**
- 17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.
- 17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.
- 17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.
- 17.5.4 The timing for the development of Forest Resources Management plans for each Yukon First Nation's Traditional Territory shall be addressed in Yukon First Nation Final Agreements.

Specific Provision

- 17.5.4.1 Government, in Consultation with the Teslin Tlingit Council, shall determine the timing for the development of Forest Resources Management plans within the Teslin Tlingit Council Traditional Territory.

- 17.5.5 When developing Forest Resources Management plans, the Minister and the Yukon First Nations shall take into account the following:
- 17.5.5.1 the principle of sustainable use of Forest Resources;
 - 17.5.5.2 the principle of an integrated and balanced approach to the management and protection of interests in and uses of Forest Resources in a watershed;
 - 17.5.5.3 the principle of integrated Forest Resources Management on Settlement Land and Non-Settlement Land;
 - 17.5.5.4 the Forest Resources harvesting and management customs of Yukon Indian People;
 - 17.5.5.5 Fish and Wildlife Harvesting rights and management plans as set out in Chapter 16 - Fish and Wildlife;
 - 17.5.5.6 the knowledge and experience both of the Yukon Indian People and scientific communities in Forest Resources Management and use; and
 - 17.5.5.7 the principle of implementing the plan on a watershed basis.
- 17.5.6 A Forest Resources Management plan may provide guidelines in respect of:
- 17.5.6.1 Forest Resources pest and disease control;
 - 17.5.6.2 standards for the use of Forest Resources;
 - 17.5.6.3 terms, conditions and areas for the harvesting of Forest Resources; and
 - 17.5.6.4 such other matters as the Yukon First Nation or the Minister may request.
- 17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.
- 17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.
- 17.5.9 The Minister shall make available to each Yukon First Nation, before its final land selections are signed by the negotiators for its Yukon First Nation Final Agreement, all information that Government possesses concerning any inventory of Trees on land available for selection by that Yukon First Nation.
- 17.6.0 Relationship between Forest Resources Management and Other Processes**
- 17.6.1 A Forest Resources Management plan and a forest fire management plan shall be consistent with any approved regional land use plans.
- 17.6.2 Yukon First Nations and Government shall manage, allocate and protect their respective Forest Resources in a manner consistent with any recommendations approved in accordance with Chapter 12 - Development Assessment.

17.7.0 Forest Resources Pest and Disease Control

- 17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.
- 17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.
- 17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.
- 17.7.4 The application of pesticides or herbicides pursuant to 17.7.1, 17.7.2, and 17.7.3 shall be subject to Chapter 12 - Development Assessment.
- 17.7.5 In emergency situations, nothing in 17.7.1 to 17.7.4 shall be construed to restrict the Minister's authority to control pests or diseases which threaten Forest Resources.

17.8.0 Forest Resources Protection

- 17.8.1 Nothing in this chapter shall be construed to obligate Government to fight forest fires.
- 17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.
- 17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:
 - 17.8.3.1 in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and
 - 17.8.3.2 within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.
- 17.8.4 Government may take any action it considers necessary on Settlement Land for control or extinguishment of forest fires. Where practicable, Government shall give notice to the affected Yukon First Nation prior to taking such action.

17.9.0 Third Party Interests

- 17.9.1 Unless otherwise agreed in a Yukon First Nation Final Agreement, where Settlement Land includes land to which a timber harvesting agreement applies:

- 17.9.1.1 on the Effective Date of a Yukon First Nation's Final Agreement; or
- 17.9.1.2 where the land becomes Settlement Land after the Effective Date of a Yukon First Nation's Final Agreement, on the date the land is transferred to the Yukon First Nation, the holder of the agreement shall be entitled to exercise all rights granted by or pursuant thereto as if the land had not become Settlement Land.

17.10.0 Access

- 17.10.1 The holder of a commercial timber permit on Settlement Land which was in existence on the Effective Date of a Yukon First Nation Final Agreement shall have a right of access to use Settlement Land covered by the permit for purposes related to the commercial timber permit without the consent of the affected Yukon First Nation. The terms and conditions of the right of access shall be determined by the Minister as if that land had not become Settlement Land.
- 17.10.2 The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.
- 17.10.3 Where Settlement Land is subject to a timber harvesting agreement, the holder of the timber harvesting agreement shall have a right of access, including the right to construct new access, to use Settlement Land subject to the timber harvesting agreement for purposes related to that agreement without the consent of the affected Yukon First Nation. The terms and conditions of any right of access shall be determined by the Minister as if that land had not become Settlement Land.
- 17.10.4 The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.
- 17.10.5 The Surface Rights Board shall not make an order for access pursuant to 17.10.2 and 17.10.4, unless the holder seeking access satisfies the Board that:
 - 17.10.5.1 such access is reasonably required; and
 - 17.10.5.2 such access is not also practicable and reasonable across Crown Land.

17.11.0 Application of Access Rights on Developed Settlement Land

- 17.11.1 Subject to 17.11.2, the provisions of 17.10.0 do not apply to Developed Settlement Land.
- 17.11.2 Where a commercial timber permit or the timber harvesting agreement described in 17.10.0 is on a Parcel of Developed Settlement Land, any right of access provided under 17.10.0 applies on that Parcel.

17.12.0 Conditions of Access

17.12.1 The rights of access provided by 17.10.1 and 17.10.3 are subject to the conditions that there shall be no:

17.12.1.1 unnecessary damage to Settlement Land or significant damage to improvements on Settlement Land;

17.12.1.2 mischief committed on Settlement Land;

17.12.1.3 unnecessary interference with the use and peaceful enjoyment by the Yukon First Nation of its Settlement Land;

17.12.1.4 fee or charge payable to the affected Yukon First Nation; or

17.12.1.5 compensation for damage other than unnecessary damage to Settlement Land or significant damage to improvements on Settlement Land.

17.12.2 A person who fails to comply with the conditions in 17.12.1.1, 17.12.1.2 and 17.12.1.3 shall be considered a trespasser with respect to that incident of access.

17.13.0 Other Access Rights

17.13.1 Nothing in this chapter shall be construed to prevent the holder of a commercial timber permit or timber harvesting agreement from exercising a right of access pursuant to a Settlement Agreement.

17.14.0 Economic Opportunities

17.14.1 Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.

17.14.2 When negotiating a Yukon First Nation Final Agreement, the parties to that Yukon First Nation Final Agreement shall address economic opportunities for the Yukon First Nation in the management, protection and harvesting of Forest Resources.

Specific Provision

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Teslin Tlingit Council to apply for and obtain a commercial timber permit on Non-Settlement Land or to negotiate a timber harvesting agreement with Government in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Teslin Tlingit Council of any invitation for public tenders for contracts associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.3 The Teslin Tlingit Council shall have the first opportunity to accept any fixed term contract offered by Government associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.4 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.
- 17.14.2.5 Any failure to provide a first opportunity pursuant to 17.14.2.3 shall not affect any fixed term contract entered into associated with silviculture within the Teslin Tlingit Council Traditional Territory.
- 17.14.2.6 Government shall include a criterion for Teslin Tlingit employment in any contract opportunities associated with silviculture in the Teslin Tlingit Council Traditional Territory.
- 17.14.2.7 Nothing in 17.14.2.6 shall be construed to mean that a criterion for Teslin Tlingit employment shall be the determining criterion in awarding any contract.
- 17.14.2.8 Where Government requires Extra Fire Fighters to fight fires within the Teslin Tlingit Council Traditional Territory, it shall, where practicable, hire Teslin Tlingit.
- (a) For the purposes of 17.14.2.8, "Extra Fire Fighters" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for fire fighting activities.

CHAPTER 18 - NON-RENEWABLE RESOURCES

18.1.0 Specified Substances

- 18.1.1 A Yukon First Nation having a Specified Substances Right and a Person having a Mineral Right shall exercise those rights so far as practicable in a manner that the exercise of one right does not interfere with the exercise of the other right.
- 18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.
- 18.1.3 Subject to 18.1.4, on an application under 18.1.2, the Surface Rights Board shall make an order specifying the terms and conditions of exercising either the Specified Substances Right or the Mineral Right or both so as to reduce such interference as far as practicable and, to the extent that interference with the exercise of the Specified Substances Right cannot be avoided, the Board shall give priority to the Person having the Mineral Right subject only to the payment of compensation to the Yukon First Nation for:
- 18.1.3.1 interference with the exercise of the Specified Substances Right; and
 - 18.1.3.2 loss of opportunity to exercise the Specified Substances Right, taking into account the associated production cost incurred by the Person holding the Mineral Right.
- 18.1.4 The holder of an Existing Mineral Right is not required to pay compensation under 18.1.3.
- 18.1.5 Subject to any order of the Surface Rights Board issued pursuant to 18.1.3, any Person exercising a Mineral Right has a right to take, use, encounter, damage or destroy any Specified Substance incidental to the exercise of that Mineral Right without compensation to a Yukon First Nation.
- 18.1.6 Subject to 18.1.7, any Specified Substance taken, used, encountered, damaged or destroyed under 18.1.5 shall become the property of the Person exercising the Mineral Right.
- 18.1.7 A Person who has acquired a property interest in any Specified Substance pursuant to 18.1.6 is deemed to have forfeited all his proprietary rights therein upon expiry or termination of his Mineral Right, and thereafter the Yukon First Nation shall have the right to take and use that Specified Substance without compensation to that Person.

18.2.0 Quarries

- 18.2.1 In 18.2.0, the following definition shall apply.
- "Government" includes the agents and contractors of Government.
- 18.2.2 Government shall endeavour to identify any Quarry required for public purposes within each Yukon First Nation's Traditional Territory before the final land selections for that Yukon First Nation have been signed by the negotiators to that Yukon First Nation Final Agreement.

- 18.2.3 Where reasonable and practicable to do so, Government shall endeavour to locate any Quarry on Non-Settlement Land.
- 18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.
- 18.2.5 Where Government has not identified adequate Quarries for public purposes before the final land selections have been signed by the negotiators to that Yukon First Nation Final Agreement, that Yukon First Nation Final Agreement shall set out:
- 18.2.5.1 a time period for further identification of any Quarry on Settlement Land which, unless the parties to that Yukon First Nation Final Agreement otherwise agree, shall be two years from the Effective Date of the Yukon First Nation Final Agreement;

Specific Provision

- (a) The time period for further identification under 18.2.5.1 is two years from the Effective Date of this Agreement for those areas which are adjacent to the Canol Road and one year from the Effective Date of this Agreement for those areas which are adjacent to the Alaska Highway.

- 18.2.5.2 the area within the Traditional Territory that is subject to further identification of Quarries on Settlement Land; and

Specific Provision

- (a) The areas of Teslin Tlingit Council Settlement Land which are subject to further identification of Quarries pursuant to 18.2.5.2 are the following:
- R-11 and R-17, which are adjacent to the Alaska Highway and R-12, which is adjacent to the Canol Road,
- as identified in Appendix A — Settlement Land Descriptions, attached to this Agreement and in Appendix B — Maps, which forms a separate volume to this Agreement.

- 18.2.5.3 a process for Consultation with the Yukon First Nation in the further identification of Quarries on Settlement Land.

Specific Provision

- (a) Government shall Consult with the Teslin Tlingit Council in the further identification of Quarries on Teslin Tlingit Council Settlement Land pursuant to 18.2.5.

- 18.2.6 Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:
- 18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;
 - 18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;
 - 18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and
 - 18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.
- 18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.
- 18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.
- 18.2.9 When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.
- 18.2.10 Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.
- 18.3.0 Access to Settlement Land for an Existing Mineral Right**
- 18.3.1 Subject to 6.6.0, any Person having an Existing Mineral Right, whether on Settlement Land or on Non-Settlement Land, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land without the consent of the affected Yukon First Nation if:

- 18.3.1.1 the access is of a casual and insignificant nature; or
- 18.3.1.2 the route used is generally recognized and was being used for access on a regular basis, whether year round or intermittently, either,
 - (a) prior to public notification of the final land selection for that Yukon First Nation's Final Agreement, or
 - (b) where the land becomes Settlement Land after the Effective Date of the Yukon First Nation Final Agreement, on the date the land became Settlement Land,

on the condition that the exercise of the right of access does not result in a significant alteration being made of that route.
- 18.3.2 Any Person having an Existing Mineral Right on Settlement Land has a right of access, for purposes of exercising that right, to use that Parcel of Settlement Land without the consent of the affected Yukon First Nation, where provided by Laws of General Application.
- 18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.
- 18.3.5 The Surface Rights Board shall not make an order under 18.3.4 unless the Person seeking access satisfies the Board that:
 - 18.3.5.1 the access is reasonably required; and
 - 18.3.5.2 such access is not also practicable and reasonable across Crown Land.
- 18.3.6 If the Surface Rights Board makes an order under 18.3.3 or 18.3.4, it may order compensation as a term or condition of access only if a private owner of land in similar circumstances would be entitled to compensation, and then only to the same extent.
- 18.4.0 Access to Settlement Land for a New Mineral Right**
- 18.4.1 Subject to 6.6.0, any Person having a New Mineral Right on Category B or Fee Simple Settlement Land or on Non-Settlement Land has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land without the consent of the affected Yukon First Nation if:
 - 18.4.1.1 the access is of a casual and insignificant nature; or

- 18.4.1.2 the route used is generally recognized and was being used for access on a regular basis, whether year round or intermittently, either,
- (a) prior to public notification of the final land selection for that Yukon First Nation's Final Agreement, or
 - (b) where the land becomes Settlement Land after the Effective Date of the Yukon First Nation Final Agreement, on the date the land became Settlement Land,
- on the condition that the exercise of the right of access does not result in a significant alteration being made of that route.
- 18.4.2 Subject to 6.6.0, any Person having a New Mineral Right on Category B or Fee Simple Settlement Land has a right of access, for purposes of exercising that New Mineral Right, to use that Parcel of Settlement Land without the consent of the affected Yukon First Nation if the exercise of the right of access does not require the use of heavy equipment or methods more disruptive or damaging to the land than hand labour methods.
- 18.4.3 Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.4.4 Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in a right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.4.5 The Board shall not make an order pursuant to 18.4.4 unless the Person seeking access satisfies the Board that:
- 18.4.5.1 the access is reasonably required; and
 - 18.4.5.2 the access is not also practicable and reasonable across Crown Land.
- 18.5.0 Application of Access Rights on Developed Settlement Land**
- 18.5.1 Subject to 18.5.2, the provisions of 18.3.0 and 18.4.0 do not apply to Developed Settlement Land.
- 18.5.2 Where the Mineral Right described in 18.3.0 or 18.4.0 is on a Parcel of Developed Settlement Land, any right of access provided under 18.3.0 or 18.4.0 applies on that Parcel.

18.6.0 Conditions of Access

18.6.1 The rights of access provided by 18.3.1. and 18.4.1 are subject to the conditions that there shall be no:

18.6.1.1 significant damage to the Settlement Land or to improvements on the Settlement Land;

18.6.1.2 mischief committed on the Settlement Land;

18.6.1.3 significant interference with the use and peaceful enjoyment of the Settlement Land by the Yukon First Nation;

18.6.1.4 permanent structure erected on the Settlement Land;

18.6.1.5 fee or charge payable to the affected Yukon First Nation; or

18.6.1.6 compensation for damage other than for significant damage.

18.6.2 The rights of access provided by 18.3.2 and 18.4.2 are subject to the conditions that there shall be no:

18.6.2.1 unnecessary damage to the Settlement Land or significant damage to improvements on the Settlement Land;

18.6.2.2 mischief committed on the Settlement Land;

18.6.2.3 unnecessary interference with the use and peaceful enjoyment of the Settlement Land by the Yukon First Nation;

18.6.2.4 fee or charge payable to the affected Yukon First Nation; or

18.6.2.5 compensation for damage other than unnecessary damage to the Settlement Land or for significant damage to improvements on the Settlement Land.

18.6.3 A Person who fails to comply with the conditions in 18.6.1.1, 18.6.1.2, 18.6.1.3, 18.6.1.4, 18.6.2.1, 18.6.2.2 or 18.6.2.3 shall be considered a trespasser with respect to that incident of access.

18.7.0 Other Access Rights

18.7.1 Nothing in this chapter shall be construed to prevent the holder of a Mineral Right from exercising a right of access pursuant to a Settlement Agreement.

CHAPTER 19 - FINANCIAL COMPENSATION

19.1.0 Definitions

In this chapter, the following definitions shall apply.

"1989 Aggregate Value" means the amount set out in 19.2.1.

"Adjusted Final Share" means with respect to each Yukon First Nation,

- (i) if the Yukon First Nation's Final Agreement is signed within two years of the effective date of Settlement Legislation, the greater of A or B, where:

A equals that Yukon First Nation's Unadjusted Final Share multiplied by P multiplied by Q, where,

P equals $(1.04)^N$, where N is the number of years from August 15, 1989 to the most recent anniversary of August 15 prior to the date of signature of that Yukon First Nation's Final Agreement, and

Q equals 1.00 plus (0.04 multiplied by F and divided by 365), where F is the number of days from the most recent anniversary of August 15 prior to the date of signature of that Yukon First Nation's Final Agreement, to the date of signature of that Yukon First Nation's Final Agreement, and

B equals that Yukon First Nation's Unadjusted Final Share multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the signature of that Yukon First Nation's Final Agreement, and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989;

- (ii) if the Yukon First Nation's Final Agreement is signed later than two years after the effective date of Settlement Legislation, the greater of C or D, where:

C equals that Yukon First Nation's Unadjusted Final Share multiplied by R multiplied by S, where,

R equals $(1.04)^M$, where M is the number of years from August 15, 1989 to the most recent anniversary of August 15 prior to the second anniversary of the effective date of Settlement Legislation, and

S equals 1.00 plus (0.04 multiplied by G and divided by 365), where G is the number of days from the most recent anniversary of August 15 prior to the second anniversary of the effective date of Settlement Legislation, to the second anniversary of the effective date of Settlement Legislation, and

D equals that Yukon First Nation's Unadjusted Final Share multiplied by the value of the Final Domestic Demand Implicit Price Index for the third quarter of the year of the second anniversary of the effective date of Settlement Legislation, and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.

For the purposes of this definition, the value of the Final Domestic Demand Implicit Price Index for any quarter shall be deemed to be the latest published value, at the time of the Yukon First Nation's Final Agreement, of the Final Domestic Demand Implicit price Index for that quarter.

"Average Discount Rate" means the arithmetic mean of the 15-year amortized Consolidated Revenue Fund Lending Rates for each month for the period commencing on the first day of the month of the signing of the First Yukon First Nation Final Agreement, and ending on the second anniversary of such day (25 months).

"Consolidated Revenue Fund Lending Rate" means the rate of that name established from time to time by the Department of Finance, Canada.

"First Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement signed between Canada, the Yukon and a Yukon First Nation on a date prior to which no Yukon First Nation Final Agreement has been signed.

"Loans" means:

the loans made by Canada to the Council for Yukon Indians or to the Yukon First Nations for the purpose of providing grants to Yukon Indian Elders pursuant to the 1984 Agreement-in-Principle with respect to providing Interim Benefits to Yukon Indian Elders, and any interest that has accrued thereon; and

loans made by Canada to the Council for Yukon Indians or a Yukon First Nation for the purpose of negotiating all agreements-in-principle and Settlement Agreements, and any interest that has accrued thereon.

"Unadjusted Final Share" means, for each Yukon First Nation, that Yukon First Nation's share of the 1989 Aggregate Value, determined according to Schedule A -Apportionment of the 1989 Aggregate Value attached to this chapter.

19.2.0 Financial Compensation

19.2.1 The 1989 Aggregate Value shall be \$242.673 million. This amount is the financial compensation for all comprehensive claims in Canada by Yukon Indian People whether they are settled or not at the time of a Yukon First Nation Final Agreement.

19.2.2 Upon the Effective Date, each Yukon First Nation shall be entitled to its Adjusted Final Share payable as in 19.3.0 and 19.4.0.

19.3.0 Schedule of Payments Prior to the Determination of the Average Discount Rate

- 19.3.1 For each Yukon First Nation which signs a Yukon First Nation Final Agreement prior to the determination of the Average Discount Rate, a preliminary schedule of payments shall be appended to its Yukon First Nation Final Agreement and shall be calculated by Canada as follows:
- 19.3.1.1 the schedule shall consist of 15 consecutive equal annual payments which shall have a present value on the date of the signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share;
 - 19.3.1.2 the first payment of the schedule shall be on the date of the signature of the Yukon First Nation Final Agreement;
 - 19.3.1.3 following the first payment, there shall be 14 consecutive equal annual payments on the anniversary dates of the signature of the Yukon First Nation Final Agreement;
 - 19.3.1.4 for purposes of computing the present value of the payments to a Yukon First Nation under the preliminary schedule of payments, the discount rate shall be the arithmetic mean of the 15-year amortized Consolidated Revenue Fund Lending Rates for each month starting the month of the signature of the First Yukon First Nation Final Agreement and ending the month prior to the signature of that Yukon First Nation Final Agreement, or if that rate is not available, the latest available rate; and
 - 19.3.1.5 for purposes of computing the present value of the payments in the preliminary schedule of the First Yukon First Nation Final Agreement, the discount rate shall be the 15-year amortized Consolidated Revenue Fund Lending Rate for the month prior to the signature of that Yukon First Nation Final Agreement or if that rate is not available, the latest available rate.

Specific Provision	
19.3.1.6	The preliminary schedule of payments is set out in Schedule B - Preliminary Schedule of Payments, attached to this chapter.

- 19.3.2 For each Yukon First Nation to which 19.3.1 applies:
- 19.3.2.1 subject to 19.3.2.3 and 19.3.2.4, Canada shall make the first payment on the Effective Date, and the amount of the payment shall be as established in 19.3.1 adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the rate, compounded annually, calculated in 19.3.1.4 or 19.3.1.5, as the case may be;
 - 19.3.2.2 following the first payment and until the second anniversary of the date of signature of the First Yukon First Nation Final Agreement, Canada shall make the subsequent yearly payments at the dates and in the amounts set out in the preliminary schedule of payments for that Yukon First Nation;
 - 19.3.2.3 a Yukon First Nation Final Agreement may provide for an advance on the first payment to be made to the Yukon First Nation on the date of signature of the Yukon First Nation's Final Agreement; and

19.3.2.4 where an advance payment has been made pursuant to 19.3.2.3, Canada shall pay any balance of the first payment to the Yukon First Nation adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the rate, compounded annually, calculated in 19.3.1.4 or 19.3.1.5, as the case may be.

Specific Provision

19.3.2.5 On the date of the signature of this Agreement, Canada shall pay to the Teslin Tlingit Council an advance on the first payment to be made to the Teslin Tlingit Council, which advance shall be for the sum of \$1,000,000.

19.3.3 For each Yukon First Nation to which 19.3.1 applies, Canada shall make its annual payments after the second anniversary of the signature of the First Yukon First Nation Final Agreement in accordance with a final schedule of payments to be calculated by Canada in the following manner.

19.3.3.1 An interim schedule shall be calculated as follows:

- (a) the schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement; and
- (b) the payments in the schedule shall have a present value on the date of signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share, calculated using the Average Discount Rate.

19.3.3.2 If payments calculated under the interim schedule are greater than the corresponding payments in the preliminary schedule of payments, the final schedule of payments shall be calculated by Canada as follows:

- (a) the schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement;
- (b) from the first payment until the most recent payment made prior to the calculation of the final schedule of payments, each payment in the final schedule shall be identical to the corresponding payment in the preliminary schedule;
- (c) except for the next annual payment following the calculation of the final schedule of payments, each subsequent payment shall be identical to the corresponding payment of the interim schedule; and
- (d) the amount of the next annual payment following calculation of the final schedule of payments shall be such that the present value of all payments in the final schedule of payments, calculated in the same manner as described in 19.3.3.1(b), shall equal the present value described in 19.3.3.1(b).

- 19.3.3.3 If payments calculated under the interim schedule defined in 19.3.3.1 are less than the corresponding payments in the preliminary schedule of payments, the final schedule of payments shall be calculated by Canada as follows:
- (a) the final schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement;
 - (b) from the first payment until the most recent payment actually made prior to the calculation of the final schedule of payments, each payment in the final schedule shall be identical to the corresponding payment in the preliminary schedule;
 - (c) the amount of the next payment following the calculation of the final schedule shall be calculated by reducing the amount of the corresponding payment of the interim schedule by the amount necessary to satisfy 19.3.3.3 (e). If the result of this calculation is 50 percent or more than the payment under the preliminary schedule of payments, the payment shall be that amount. If the result of this calculation is less than 50 percent of the payment under the preliminary schedule of payments, the payment shall be 50 percent of the preliminary schedule of payments and in this case, the same operation shall apply to the calculation of the amount of the next following payment and to any further payments, if necessary, until the condition in 19.3.3.3(e) is satisfied;
 - (d) each payment subsequent to the payments in 19.3.3.3(c) shall be identical to the corresponding payment in the interim schedule; and
 - (e) the present value of all payments in the final schedule of payments, calculated in the same manner as described in 19.3.3.1(b), shall equal the present value described in 19.3.3.1(b).

19.4.0 Schedule of Payments After the Determination of the Average Discount Rate

- 19.4.1 For each Yukon First Nation which signs a Yukon First Nation Final Agreement on or after the determination of the Average Discount Rate, Canada shall, subject to 19.4.2, make its annual payment in accordance with a final schedule of payments to be appended to its Yukon First Nation Final Agreement and calculated by Canada as follows:
- 19.4.1.1 the schedule shall consist of 15 consecutive equal annual payments which shall have a present value on the date of the signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share;
 - 19.4.1.2 the first payment of the schedule shall be on the date of the signature of the Yukon First Nation Final Agreement;
 - 19.4.1.3 following the first payment, there shall be 14 consecutive equal annual payments on the anniversary dates of the signature of the Yukon First Nation Final Agreement; and
 - 19.4.1.4 for purposes of computing the present value of the payments in the schedule, the discount rate shall be the Average Discount Rate.

- 19.4.2 For each Yukon First Nation to which 19.4.1 applies:
- 19.4.2.1 subject to 19.4.2.3 and 19.4.2.4, Canada shall make the first payment on the Effective Date, and the amount of the payment shall be as established in 19.4.1 adjusted from the date of signature of the Yukon First Nation Final Agreement to the date of payment by using the Average Discount Rate compounded annually;
 - 19.4.2.2 following the first payment Canada shall make payments on the dates and in the amounts provided in 19.4.1;
 - 19.4.2.3 a Yukon First Nation Final Agreement may provide for an advance on the first payment to be made on the date of signature of the Yukon First Nation's Final Agreement; and
 - 19.4.2.4 where an advance payment has been made pursuant to 19.4.2.3, Canada shall pay any balance of the first payment to the Yukon First Nation adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the Average Discount Rate, compounded annually.
- 19.4.3 If Canada is unable to make the second or the following payments on the date of the anniversary of the signature of the Yukon First Nation Final Agreement pursuant to 19.4.2.2, the second or the following payments shall be adjusted as in 19.4.2.1 so as to satisfy 19.4.1.1.

19.5.0 Loans

- 19.5.1 The Loans made to the Council for Yukon Indians prior to the date of signature of the First Yukon First Nation Final Agreement shall be prorated among the Yukon First Nations on the basis of Schedule A - Apportionment of the 1989 Aggregate Value attached to this chapter.
- 19.5.2 The Yukon First Nation which signs the First Yukon First Nation Final Agreement shall be liable only for its share of the Loans described in 19.5.1 and for Loans made directly to it, if any.
- 19.5.3 Loans made at any time after the date of signature of the First Yukon First Nation Final Agreement, shall be apportioned equally among the remaining Yukon First Nations that have not signed a Yukon First Nation Final Agreement.
- 19.5.4 A Yukon First Nation which signs its Yukon First Nation Final Agreement shall be liable for the following, unless otherwise agreed by Canada and that Yukon First Nation:
- 19.5.4.1 its share under 19.5.1;
 - 19.5.4.2 the aggregate of its shares apportioned under 19.5.3; and
 - 19.5.4.3 any Loans made directly to it.

19.5.5 Each Yukon First Nation Final Agreement shall set out the outstanding amount for which that Yukon First Nation is liable and shall establish a schedule of repayments commencing at the date of signature of that Yukon First Nation Final Agreement.

Specific Provision	
19.5.5.1	The outstanding amount for which the Teslin Tlingit Council is liable is \$ 5,498,434, and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

19.5.6 The schedule of repayments of amounts due and payable by a Yukon First Nation of Loans and interest due and payable pursuant to 19.5.7 shall provide that:

- 19.5.6.1 the amount of the first payment shall be 20 percent of the amount set out in 19.5.6.5;
- 19.5.6.2 the amount of the second payment shall be 40 percent of the amount set out in 19.5.6.5;
- 19.5.6.3 the amount of the third payment shall be 60 percent of the amount set out in 19.5.6.5;
- 19.5.6.4 the amount of the fourth payment shall equal 80 percent of the amount set out in 19.5.6.5;
- 19.5.6.5 the amount of the fifth to the eleventh payment shall be equal;
- 19.5.6.6 the amount of the twelfth payment shall equal 80 percent of amount set out in 19.5.6.5;
- 19.5.6.7 the amount of the thirteenth payment shall equal 60 percent of the amount set out in 19.5.6.5;
- 19.5.6.8 the amount of the fourteenth payment shall equal 40 percent of the amount set out in 19.5.6.5; and
- 19.5.6.9 the amount of the fifteenth payment shall equal 20 percent of the amount set out in 19.5.6.5.

19.5.7 The unpaid balance of the amounts of the Loans due and payable by a Yukon First Nation shall bear interest at the rate of six percent per annum calculated annually and not in advance from the date of the signature of that Yukon First Nation Final Agreement to the date of final repayment.

19.5.8 Canada shall set off against and deduct from each payment to be made to a Yukon First Nation pursuant to this chapter, the amount of repayment of the Loans to be made by that Yukon First Nation in accordance with the schedule of repayments referred in 19.5.6.

19.6.0 Loans Against Adjusted Final Share

19.6.1 At any time after three years from the effective date of Settlement Legislation, a Yukon First Nation may request a loan from Canada against the then unpaid balance of its Adjusted Final Share.

19.6.2 The Minister of Finance may, at his discretion, negotiate with the Yukon First Nation the amount and terms and conditions of the requested loan.

19.7.0 Advance Against Final Compensation

19.7.1 The Council for Yukon Indians acknowledges the receipt of \$1 Million on May 29, 1989 as an advance on the 1988 Aggregate Value established in the 1989 Agreement-in-Principle.

19.7.2 The 1989 Aggregate Value set out in 19.2.1 was calculated by multiplying the 1988 Aggregate Value set out in the 1989 Agreement-in-Principle with the Council for Yukon Indians, by 1.0504, and subtracting from that amount \$1 Million multiplied by 1.02.

SCHEDULE A

APPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>

SCHEDULE B

PRELIMINARY SCHEDULE OF PAYMENTS

<u>Date</u>	<u>Payments</u>
On the date of signing the Agreement	\$2,338,670
On the first anniversary of the date of signing the Agreement	\$2,338,670
On the second anniversary of the date of signing the Agreement	\$2,338,670
On the third anniversary of the date of signing the Agreement	\$2,338,670
On the fourth anniversary of the date of signing the Agreement	\$2,338,670
On the fifth anniversary of the date of signing the Agreement	\$2,338,670
On the sixth anniversary of the date of signing the Agreement	\$2,338,670
On the seventh anniversary of the date of signing the Agreement	\$2,338,670
On the eighth anniversary of the date of signing the Agreement	\$2,338,670
On the ninth anniversary of the date of signing the Agreement	\$2,338,670
On the tenth anniversary of the date of signing the Agreement	\$2,338,670
On the eleventh anniversary of the date of signing the Agreement	\$2,338,670
On the twelfth anniversary of the date of signing the Agreement	\$2,338,670
On the thirteenth anniversary of the date of signing the Agreement	\$2,338,670
On the fourteenth anniversary of the date of signing the Agreement	\$2,338,670

SCHEDULE C
REPAYMENT OF LOAN AMOUNTS

<u>Payments</u>		<u>Date</u>
First Payment*	\$147,298	on the date of signing of the Agreement
Second Payment	\$294,596	on the first anniversary of the date of signing the Agreement
Third Payment	\$441,894	on the second anniversary of the date of signing the Agreement
Fourth Payment	\$589,192	on the third anniversary of the date of signing the Agreement
Fifth Payment	\$736,489	on the fourth anniversary of the date of signing the Agreement
Sixth Payment	\$736,489	on the fifth anniversary of the date of signing the Agreement
Seventh Payment	\$736,489	on the sixth anniversary of the date of signing the Agreement
Eighth Payment	\$736,489	on the seventh anniversary of the date of signing the Agreement
Ninth Payment	\$736,489	on the eighth anniversary of the date of signing the Agreement
Tenth Payment	\$736,489	on the ninth anniversary of the date of signing the Agreement
Eleventh Payment	\$736,489	on the tenth anniversary of the date of signing the Agreement
Twelfth Payment	\$589,192	on the eleventh anniversary of the date of signing the Agreement
Thirteenth Payment	\$441,894	on the twelfth anniversary of the date of signing the Agreement
Fourteenth Payment	\$294,596	on the thirteenth anniversary of the date of signing the Agreement
Fifteenth Payment	\$147,298	on the fourteenth anniversary of the date of signing the Agreement

* The first payment of this loan repayment schedule shall be made on the Effective Date and the amount of the payment shall be adjusted from the date of signing of the Agreement to the Effective Date using an interest rate of 6% per annum, compounded annually.

CHAPTER 20 - TAXATION

20.1.0 Definitions

In this chapter, the following definitions shall apply.

"Income Tax Act" means the federal Income Tax Act, S.C. 1970-71-72, c. 63 and the Income Tax Act, R.S.Y. 1986, c. 90, except as provided in 20.2.1, 20.4.11 and 20.4.18, 20.4.21, 7 of Schedule A and 1 of Schedule B.

"Minister" means the Minister of National Revenue or the Minister's delegate.

20.2.0 General

20.2.1 Words and phrases used in this chapter shall be deemed to have the same meaning as in the federal Income Tax Act, S.C. 1970-71-72, c. 63.

20.2.2 Unless otherwise provided herein, the provisions of the Income Tax Act shall apply to the provisions of this chapter with such modifications as the circumstances require.

20.2.3 Unless otherwise provided herein, no provision in this chapter shall be construed to limit the application of the Income Tax Act.

20.2.4 The Income Tax Act shall be amended as required to provide for the implementation and enforcement of the provisions of this chapter.

20.3.0 Instalments of Compensation and Other Payments

20.3.1 There shall be no federal, territorial or municipal tax or other similar charges exigible in respect of, or reduction to the capital cost or adjusted cost base of property acquired as a result of, the receipt by a Yukon First Nation, or the receipt by a Settlement Corporation that may be reasonably considered to be such a receipt, of the following amounts:

20.3.1.1 any payments made pursuant to 19.3.0 and 19.4.0;

20.3.1.2 any payments for property tax assistance made pursuant to 20.7.0;

20.3.1.3 any payments made pursuant to 20.6.5 and 20.6.6; and

20.3.1.4 any loan against the Adjusted Final Share described in 19.6.0.

20.3.2 Except as provided in 20.4.11 to 20.4.17 inclusive, there shall be no federal, territorial or municipal tax or other similar charges exigible from a Settlement Corporation.

20.3.3 Any income earned on an amount described in 20.3.1 received by a Person other than a Settlement Corporation shall be subject to federal, territorial or municipal tax or other similar charges as exigible under Laws of General Application.

20.4.0 Settlement Corporations

20.4.1 Each Yukon First Nation, alone or together with one or more other Yukon First Nations may create one or more Settlement Corporations, the main purpose of which shall be to carry out permitted activities and make permitted investments in accordance with this chapter, on condition that the Yukon First Nation complies with notification requirements set out from time to time by the Minister.

Description

20.4.2 A Settlement Corporation shall be a corporation without share capital, shall have a fiduciary obligation towards each member of the Yukon First Nation or Nations for which it was created, and shall be created and operated such that all or substantially all of its activities are for the general benefit of its members.

20.4.3 No contributions shall be made to a Settlement Corporation other than contributions made by:

20.4.3.1 a Yukon First Nation for which the Settlement Corporation was created; and

20.4.3.2 another Settlement Corporation created for the Yukon First Nation.

20.4.4 The aggregate amount of property contributed by a Yukon First Nation to one or more Settlement Corporations shall not exceed the sum of the payments received by the Yukon First Nation as described in 20.3.1.1 and shall be contributed to the Settlement Corporations no later than five years after receipt of the last payment referred to in 20.3.1.1 by the Yukon First Nation.

Disbursement Requirements

20.4.5 A Settlement Corporation shall be subject to the disbursement rules, including the disbursement excess rules, applicable to public foundations under the Income Tax Act with such modifications as are required. Such rules shall not apply to a Settlement Corporation or its disbursements during the 15 years commencing on the date of payment by Canada of the first payment referred to in 19.3.0 to any of the Yukon First Nations for which that Settlement Corporation was created.

20.4.6 For the purposes of 20.4.5, the amount of any transfer or loan by a Settlement Corporation on activities permitted under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter shall be considered to be a gift made to a qualified donee.

Qualified Investments

20.4.7 Subject to 20.4.8 and 20.4.9, a Settlement Corporation shall restrict its investments to those:

20.4.7.1 made in the course of carrying on the activities permitted in Schedule A - Permitted Activities for Settlement Corporations attached to this chapter; or

- 20.4.7.2 described in Schedule B - Qualified Investments attached to this chapter, as that Schedule is amended from time to time by agreement among the Yukon First Nation, the Minister of Finance of Canada and the Yukon.
- 20.4.8 Notwithstanding 20.4.9, no Settlement Corporation, either alone or as part of a group that includes another Settlement Corporation or a Yukon First Nation, shall control directly or indirectly, in any manner whatever, a corporation or other entity which carries on a business or whose primary activity is the making of investments, except to realize on a security held by the Settlement Corporation, in which case its controlling interest shall be disposed of within a reasonable period not to exceed two years.
- 20.4.9 A Settlement Corporation shall not invest in a partnership or a trust other than a small business investment limited partnership, a small business investment trust or a trust that is described in Schedule B - Qualified Investments attached to this chapter.
- 20.4.10 A Settlement Corporation may borrow money from time to time to finance the acquisition of qualified investments or otherwise to enable it to carry out its operations and may repay the borrowed money and interest thereon.

Taxation of Settlement Corporations

- 20.4.11 In addition to 20.4.17, a Settlement Corporation shall be liable to pay the tax under Part XI of the federal Income Tax Act, S.C. 1970-71-72, c. 63 as if that Part were stated to be specifically applicable to Settlement Corporations.
- 20.4.12 For the purposes of the Income Tax Act, the taxable income of a Settlement Corporation for a taxation year shall be deemed to be an amount equal to the aggregate of the following amounts:
- 20.4.12.1 the amount of any income derived during the year by the Settlement Corporation from property, including any gain from the disposition of the property, other than property that is a qualified investment described in Schedule B - Qualified Investments attached to this chapter or that is acquired in the course of a carrying on a permitted activity under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter;
 - 20.4.12.2 any amounts contributed or otherwise paid to the Settlement Corporation during that year, other than amounts,
 - (a) received from a Yukon First Nation or another Settlement Corporation as described in 20.3.1 and that are within the limitations contained in 20.4.3, or
 - (b) included in computing taxable income for the year under 20.4.12.1 or 20.4.12.3; and
 - 20.4.12.3 any amounts described in 20.4.13, 20.4.14, 20.4.19 and 20.4.22.

- 20.4.13 For the purposes of 20.4.12, if a Settlement Corporation makes a transfer or loan as part of an activity that is not permitted by Schedule A - Permitted Activities for Settlement Corporations attached to this chapter and such transfer or loan is made after the time referred to in 20.4.16, an amount equal to the amount of the transfer or the loan, divided by (1-A), shall be an amount referred to in 20.4.12.3 for the taxation year in which the loan or the transfer was made, where A is the aggregate of the federal and the Yukon tax rates applicable to public Corporations for that year before deducting the Yukon territorial abatement and including any surtaxes.
- 20.4.14 For the purposes of 20.4.12, if any time before the time referred to in 20.4.16, a Settlement Corporation makes a transfer or loan as part of an activity that is not permitted by Schedule A - Permitted Activities for Settlement Corporations attached to this chapter, where the Minister is satisfied having regard to all the circumstances that the Settlement Corporation did not take reasonable steps to correct the situation within the six-month period from receipt of written notice from the Minister of the non-permitted activity, the amount of the transfer or loan shall be an amount referred to in 20.4.12.3 in the taxation year of the Settlement Corporation in which the six-month period ends.
- 20.4.15 Where an activity referred to in 20.4.14 cannot, in the opinion of the Minister, be corrected, the Minister may waive the necessity of correction.
- 20.4.16 The time referred to in 20.4.13 or 20.4.14 shall be the later of five years after the date of signature of the Yukon First Nation Final Agreement of the Yukon First Nation for which it was created or the Yukon First Nation that made the first contribution to the Settlement Corporation, if created for more than one Yukon First Nation (in 20.4.16 the "relevant Yukon First Nation") and the time of receipt at which the sum of the payments received by the relevant Yukon First Nation equals at least one-third of the sum of the payments which it is entitled to receive pursuant to 19.3.0 and 19.4.0.
- 20.4.17 The tax payable for a taxation year by a Settlement Corporation upon its taxable income deemed by 20.4.12 shall be that percentage of its taxable income that is the maximum federal and Yukon territorial tax rate applicable to a public corporation for the year, plus any surtaxes to which public corporations may be liable for the year, and shall be determined without any deduction.

Revocation of Settlement Corporation Status

- 20.4.18 Where the Minister is of the opinion that a Settlement Corporation has failed to comply with any provision in this chapter, the Minister may notify the Settlement Corporation in writing and if the Settlement Corporation does not address the default to the satisfaction of the Minister within 100 days after the registered mailing of such notice, the Minister may revoke the status of the corporation as a Settlement Corporation subject to the same right of appeal as that applicable in respect of a revocation of the registration of a registered charity as set out in the federal Income Tax Act, S.C. 1970-71-72, c. 63.

- 20.4.19 If the Minister revokes the status of a Settlement Corporation, the taxation year of the Settlement Corporation that would otherwise have included the time of revocation shall be deemed to end immediately before that time and the Settlement Corporation shall be deemed to have disposed of all its assets immediately before the time that is immediately before that time for proceeds of disposition equal to the fair market value thereof at that time and to have reacquired such assets at that time at a cost equal to such fair market value and, for the purposes of 20.4.12, an amount equal to the amount by which such fair market value exceeds the aggregate of:
- 20.4.19.1 amounts that may reasonably be considered to have been otherwise included in computing the taxable income of the Settlement Corporation in a taxation year under 20.4.12; and
 - 20.4.19.2 amounts that may reasonably be considered to be a portion of the total amount of the payments to the relevant Yukon First Nation described in 20.3.1.1 that have been contributed to the Settlement Corporation by a Yukon First Nation or is deemed to be so contributed by virtue of 20.4.24,
- shall be an amount deemed to be an amount referred to in 20.4.12.3 for the year.
- 20.4.20 For the purposes of 20.4.18, the distribution of any amount that may reasonably be considered to be payments referred to in 20.3.1 by a Settlement Corporation to Yukon Indian People shall not be considered as a cause for the revocation of the status of a Settlement Corporation.
- 20.4.21 Where a Settlement Corporation (in 20.4.21, the "transferor") has made a transfer or loan of any of its property, directly or indirectly or by means of a trust or by any other means whatever, to one or more Settlement Corporations or any other Person or partnership (in 20.4.21, the "transferee") and the Minister in the circumstances is satisfied that the main reason for the transfer or loan, but for this provision, is to avoid the payment of tax under 20.4.11 to 20.4.17, the transferor and the transferee shall be subject to the rules in section 160 of the federal Income Tax Act, S.C. 1970-71-72, c. 63 with such modifications as are required, provided that the Minister gives notice to the transferor and the transferee of the Minister's intention to apply this provision to a particular loan or transfer within two years of the end of the taxation year in which the particular transfer or loan was made.

Winding-Up

- 20.4.22 Where a Settlement Corporation commences to be wound-up or liquidated or commences proceedings to be granted articles of continuance or similar corporate constitutional documents in a jurisdiction outside Canada, the taxation year of the Settlement Corporation that would otherwise have included the time of such commencement shall be deemed to end immediately before that time and the Settlement Corporation shall be deemed to have disposed of all its assets immediately before the time that is immediately before that time for proceeds of disposition equal to the fair market value thereof at that time and to have reacquired such assets immediately after the time at a cost equal to such fair market value and, for the purposes of 20.4.12, an amount equal to the amount by which such fair market value exceeds the aggregate of:
- 20.4.22.1 amounts that may reasonably be considered to have been otherwise included in computing the taxable income of the Settlement Corporation in a taxation year under 20.4.12;

- 20.4.22.2 amounts that may reasonably be considered to be a portion of the total amount of the payments to the relevant Yukon First Nation described in 20.3.1.1 that have been contributed to the Settlement Corporation by a Yukon First Nation or are deemed to be so contributed by virtue of 20.4.24; and
- 20.4.22.3 amounts paid or transferred on activities permitted under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter by the Settlement Corporation within 24 months of the end of the year, shall be deemed to be an amount that is referred to in 20.4.12.3 for the year.

Taxation of Yukon Indian People or Yukon Indian Organizations

- 20.4.23 There shall be no federal, territorial or municipal tax or other similar charge payable by a Yukon Indian Person, a Yukon First Nation, or any corporation or entity controlled, directly or indirectly in any manner whatever, by one or more Yukon Indian People or Yukon First Nations (collectively the recipient), on amounts disbursed or distributed to a recipient in accordance with Schedule A - Permitted Activities for Settlement Corporations attached to this chapter, except for 11 and 12(e) of that Schedule, other than amounts disbursed or distributed to a recipient as consideration for value provided to the Settlement Corporation by that recipient.
- 20.4.24 For the purposes of this chapter, where a particular property is contributed by one Settlement Corporation (the "transferor" in 20.4.24) to one or more Settlement Corporations (the "transferee" in 20.4.24) the transferor and the transferee shall each file a copy of a joint designation with their tax returns for the year of the transfer designating an amount, if any, in respect of the property so transferred. After the time of the transfer, in applying the provisions of this chapter including, without limiting 20.4.24 to the transferor or any transferee, the designated amount shall be deemed to be a contribution received by the transferee from a Yukon First Nation and shall reduce the amount that would otherwise be the amount of contributions received by the transferor from the Yukon First Nation, provided that the designated amount shall not exceed:
- 20.4.24.1 the amount of contributions received by the transferor at any time before the transfer of the particular property from the Yukon First Nation; and
- 20.4.24.2 the amount of any deemed contributions received by the transferor from the Yukon First Nation by virtue of 20.4.24.

20.5.0 Acquisition and Disposition of Real Property

- 20.5.1 The cost of acquisition to a Yukon Indian Person or to a Yukon First Nation of any real property, including Settlement Land, other than depreciable property, transferred to it by Canada pursuant to a Settlement Agreement shall, for the purposes of the Income Tax Act, be deemed to be an amount equal to the fair market value thereof at the earlier of the time at which title to such land or property or both is registered in the name of the Yukon Indian Person or the Yukon First Nation and the time at which any right or interest in such property is acquired by the Yukon Indian Person or Yukon First Nation.
- 20.5.2 Where any real property, including Settlement Land, acquired under the Settlement Agreement, other than depreciable property, is disposed of by a Yukon First Nation (in 20.5.2, the "transferor"):

- 20.5.2.1 to a Yukon Indian Person (in 20.5.2 the "transferee"), and such real property has not previously been disposed of by any organization to another Yukon Indian Person; or
- 20.5.2.2 within 10 years of the transfer of Settlement Land to the Yukon First Nation, to another Yukon First Nation (the transferee),

the real property shall, for the purposes of the Income Tax Act, be deemed to have been disposed of by the transferor for proceeds of disposition equal to the greater of the amount that would otherwise be the proceeds of disposition and the adjusted cost base to the transferor of the real property at that time and to have been acquired by the transferee at a cost equal to the amount at which it was deemed to have been disposed.

Depreciable Property

- 20.5.3 The rules of 20.5.2 shall apply to depreciable property with such modifications as the circumstances require.
- 20.5.4 In the event that Yukon First Nations have income from, or proceeds from the disposition of, any Canadian resource property relating to Settlement Land, an amount of such income or proceeds equal to the amount if any, by which \$20 million exceeds the aggregate of amounts of such income or proceeds previously received by any Yukon First Nation, shall be exempt from all federal, territorial or municipal tax or other similar charge or levy.

Taxes on Transfer of Settlement Land

- 20.5.5 No federal, territorial or local government tax, or other similar charges shall be payable in respect of the transfer or registration of the initial title to Fee Simple Settlement Land and the title to the Mines and Minerals of Category A Settlement Land.
- 20.5.6 Registration pursuant to the Land Titles Act, R.S.C. 1985, c. L-5, of the initial title of Category A and Category B Settlement Land and subsequent registrations of all Settlement Land shall be subject to the schedule of fees or taxes under such Act.

20.6.0 Taxation Principles

- 20.6.1 As of the third anniversary of the effective date of Settlement Legislation, section 87 of the Indian Act, R.S.C. 1985, c. I-5, shall not apply to:
 - 20.6.1.1 the interest in a Reserve or surrendered land in the Yukon of any Indian, Yukon First Nation or Band;
 - 20.6.1.2 the personal property situated on a Reserve in the Yukon of any Indian, Yukon First Nation or Band; and
 - 20.6.1.3 the personal property situated on a Reserve outside the Yukon of a Yukon First Nation or a Yukon Indian Person resident in the Yukon, and the residency shall be defined in the regulations established pursuant to 20.6.3.

- 20.6.2 For all purposes of section 87 of the Indian Act, R.S.C. 1985, c. I-5, all settlement benefits and proceeds arising from the use and disposition of settlement benefits and any income of a Yukon Indian Person or a Yukon First Nation attributable directly or indirectly thereto shall be deemed not to be situated on a Reserve.
- 20.6.3 Settlement Legislation shall provide that Government, after Consultation with the Council for Yukon Indians, may make such amendments to statutes or regulations as are necessary for the purpose of giving effect to and enforcing provisions of 20.6.1 and 20.6.2.
- 20.6.4 The provisions of 20.6.0 shall not be construed to affect the authority of Parliament to amend or repeal section 87 of the Indian Act, R.S.C. 1985, c. I-5.
- 20.6.5 In 20.6.5, the Adjusted Value means the greater of the amount calculated in (a) or (b) multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the third anniversary of the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:
- (a) \$12.6 million multiplied by 1.03,
 - (b) \$12.6 million multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.
- 20.6.5.1 As soon as practicable after the third anniversary of the effective date of Settlement Legislation, Canada shall pay to each Yukon First Nation its share of the Adjusted Value prorated on the same basis as in Schedule A - Apportionment of the 1989 Aggregate Value attached to Chapter 19 - Financial Compensation.
- 20.6.6 In 20.6.6, the Adjusted Value means the greater of the amount calculated in (a) or (b) multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the third anniversary of the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:
- (a) \$13.97 million multiplied by 1.03,
 - (b) \$13.97 million multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.
- 20.6.6.1 Upon the third anniversary of the effective date of Settlement Legislation, each Yukon First Nation shall be entitled to its share of the Adjusted Value as established pursuant to 20.6.7.
- 20.6.6.2 Canada shall make its annual payment in accordance with a schedule of payments to be calculated by Canada as follows,
- (a) the schedule shall consist of 10 consecutive equal annual payments which shall have a present value on the third anniversary of the effective date of Settlement Legislation equal to each Yukon First Nation's share of the Adjusted Value as determined pursuant to 20.6.6.1,

- (b) the first payment shall be on the third anniversary of the effective date of Settlement Legislation,
- (c) following the first payment, there shall be nine consecutive equal annual payments on the anniversary date of the effective date of Settlement Legislation, and
- (d) for purposes of computing the present value of the payments in the schedule, the discount rate shall be the nine-year amortized Consolidated Revenue Fund Lending Rate for the month prior to the third anniversary of the effective date of Settlement Legislation.

20.6.6.3 Canada shall make the first payment to each Yukon First Nation as soon as practicable after the third anniversary of the effective date of Settlement Legislation. The amount of the first payment shall be as established in 20.6.6.2 adjusted from the third anniversary of the effective date of Settlement Legislation to the date of payment by using the rate described in 20.6.6.2 (d), compounded annually.

20.6.7 The Council for Yukon Indians and the Yukon First Nations have agreed that the annual amount described in 20.6.6.2 is to be allocated among the Yukon First Nations on the same basis as the apportionment of the 1989 Aggregate Value described in Schedule A - Apportionment of the 1989 Aggregate Value attached to Chapter 19 - Financial Compensation.

20.6.8 The moratorium on collection of taxes shall be rescinded on the third anniversary of the effective date of Settlement Legislation.

20.6.9 There shall be remission orders sponsored by the Minister of Indian Affairs and Northern Development and by the Yukon eliminating liability for all taxes not collected under the moratorium on collection of taxes, on the third anniversary of the effective date of Settlement Legislation.

20.7.0 Property Tax Assistance

20.7.1 During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

20.8.0 Administration and Enforcement

Responsible Department

20.8.1 The Minister shall be responsible for the administration and enforcement of the provisions of this chapter that relate to income taxation and to that end the Minister may seek the advice of the Minister of Indian Affairs and Northern Development and the Office of Superintendent of Financial Institutions with respect to any matter arising out of these provisions.

Report

- 20.8.2 Every Settlement Corporation shall produce every year a report in a form acceptable to the Minister from a public accountant who has audited the Settlement Corporation providing the Minister with the information required to administer the provisions of this chapter.

SCHEDULE A

PERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

Program Funding and Administration

2. Supplementing existing federally or territorially funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

Housing and Municipal and Local Taxes Assistance

3. Funding or providing:
 - a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
 - b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
 - c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
 - d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
 - e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

Municipal Services Upgrading

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

Yukon First Nation Assistance

5. Funding to Yukon First Nations for reasonable management and personnel costs.

Education and Training

6. Funding and providing:
 - a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
 - b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
 - c) native studies, culture and language programs for "school age" and adult people;
 - d) scholarships and reimbursement of other expenses for juvenile and adult Yukon Indian People to enable them to attend conventional educational institutions within and outside the Yukon;
 - e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
 - f) native language and cultural education teaching and research programs; and
 - g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.

Economic Development

7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:
 - a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and
 - b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

Commercial Fishing

8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

Traditional Harvesting and Cultural Activities

9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
 - a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;
 - b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and
 - c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

Recreational Lands and Facilities

10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities that are not for commercial use.

Elders Assistance Program

11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

Other Permitted Costs and Disbursements by a Settlement Corporation

12.
 - a) settlement costs;
 - b) costs to implement the Settlement Agreements;
 - c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;
 - d) transfers to other Settlement Corporations or to registered charities;
 - e) transfers to a low income Yukon Indian Person; and
 - f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule and may repay the borrowed money and interest thereon.

SCHEDULE B

QUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1)(g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.

CHAPTER 21 - TAXATION OF SETTLEMENT LAND

21.1.0 Definitions

In this chapter, the following definitions shall apply.

"Improved Rural Settlement Land" means Settlement Land outside a Community Boundary which is used for commercial purposes or which contains a permanent structure other than a cabin, camp, tent frame, cache, fish rack, or other like improvement which is used primarily for trapping or non-commercial Wildlife Harvesting or other traditional purposes.

"Unimproved Rural Settlement Land" means Settlement Land outside a Community Boundary other than Improved Rural Settlement Land.

"Government" means local, territorial or federal government, as the case may be.

"Yukon First Nation Corporation" means a corporation owned or controlled by a Yukon First Nation.

21.2.0 Application of Certain Laws

21.2.1 Fee Simple Settlement Land shall be subject to Laws of General Application respecting Property Taxes, and Government and a Yukon First Nation may agree in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government that Fee Simple Settlement Land is also subject to the power of the Yukon First Nation to levy and collect fees for the use or occupation of Settlement Land, including property taxes.

21.2.2 Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.

21.2.3 Unimproved Rural Settlement Land is exempt from Property Taxes.

21.2.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, in the event a Community Boundary is altered so as to encompass a Parcel of Unimproved Rural Settlement Land, the tax exempt status of the Parcel shall not change until an agreement with respect to Local Government Services has been entered into for that Parcel between the Yukon First Nation and Government.

21.2.5 Except as otherwise provided in a Yukon First Nation Final Agreement or in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government, all other Settlement Land shall be subject to Laws of General Application respecting Property Taxes as if such lands were equivalent private property.

Specific Provision

21.2.5.1 Specific provisions in respect of Property Taxes shall be set out in the Teslin Tlingit Council self-government agreement.

21.3.0 Arrears

21.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.

21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.

21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.

21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

21.4.0 Determination of Rates

21.4.1 Yukon First Nation Final Agreements shall provide for Yukon First Nations or any Yukon First Nation Corporation to pay similar rates for user-pay Local Government Services as are paid by property owners in the same or similar communities.

Specific Provision

21.4.1.2 Unless otherwise agreed between the Teslin Tlingit Council and the Village of Teslin, the Teslin Tlingit Council and any corporation owned and controlled by the Teslin Tlingit Council shall pay the same rates for user-pay Local Government Services as are paid by property owners of the Village of Teslin.

21.5.0 Grants in Lieu

21.5.1 Notwithstanding Chapter 2 - General Provisions, Canada shall cease to make grants in lieu of taxes to the Yukon or Yukon municipalities in relation to a parcel of Land Set Aside upon the cancellation of the notation in respect of that parcel pursuant to 4.2.0.

21.6.0 Outstanding Property Taxes

21.6.1 Prior to the ratification of a Yukon First Nation Final Agreement, Government and the Yukon First Nation shall resolve the issue of outstanding Property Taxes on Settlement Land.

Specific Provision

21.6.1.1 The Yukon shall forgive Property Taxes outstanding as of the Effective Date of this Agreement on Teslin Tlingit Council Settlement Land outside of the Community Boundary of Teslin.

21.6.2 Notwithstanding 21.6.1, Government shall not collect Property Taxes on Unimproved Rural Settlement Land outstanding at the Effective Date of a Yukon First Nation Final Agreement.

CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES

22.1.0 Objectives

22.1.1 The objectives of this chapter are as follows:

- 22.1.1.1 to provide Yukon Indian People with opportunities to participate in the Yukon economy;
- 22.1.1.2 to develop economic self-reliance for Yukon Indian People; and
- 22.1.1.3 to ensure that Yukon Indian People obtain economic benefits that flow directly from the Settlement Agreements.

22.2.0 General

- 22.2.1 Nothing in a Settlement Agreement shall be construed to prevent a Yukon First Nation or a Yukon Indian Person from accessing and making use of economic development programs of general application to a Yukon resident and a Canadian citizen.
- 22.2.2 Except as otherwise agreed in a Yukon First Nation Final Agreement, nothing in this chapter shall be construed to impose any financial obligation on Government.
- 22.2.3 Measures identified in this chapter shall take into consideration Government fiscal responsibility and economic objectives.

22.3.0 Yukon First Nation Final Agreements

- 22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.

Specific Provision	
22.3.1.1	The plan referred to in 22.3.1 for the Teslin Tlingit Council shall: <ul style="list-style-type: none">(a) be completed within two years of the Effective Date of this Agreement;(b) be prepared, to the extent practicable, in the village of Teslin; and(c) involve the participation of Teslin Tlingit.
22.3.2	The plans shall include recommendations to: <ul style="list-style-type: none">22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;

- 22.3.2.2 maximize the use of available financial and technical resources; and
- 22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity.

Specific Provision	
22.3.2.4	identify opportunities for the Teslin Tlingit Council and Teslin Tlingit in Harvesting activities and opportunities for the Teslin Tlingit Council to make strategic investments pursuant to 22.3.3.4.

22.3.3 Each Yukon First Nation Final Agreement shall provide for specific economic measures which shall address:

- 22.3.3.1 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the Settlement Agreements;
- 22.3.3.2 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the land and resource management regime set out in the Umbrella Final Agreement;
- 22.3.3.3 participation by Yukon Indian People in harvesting activities; and
- 22.3.3.4 the interest of Yukon First Nations in strategic investments in areas such as transportation, culture, communication, agriculture, renewable resource services, energy resources, industry and tourism.

Specific Provision	
22.3.3.5	The specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

22.3.4 Unless otherwise agreed in a Yukon First Nation Final Agreement, participation of Yukon Indian People in contracts identified pursuant to 22.3.3.1 and 22.3.3.2 shall be on a competitive basis.

22.3.5 Unless otherwise agreed in a Yukon First Nation Final Agreement, participation of Yukon Indian People in employment opportunities pursuant to 22.3.3.1 and 22.3.3.2 shall be based on appropriate qualifications or experience.

22.3.6 Each Yukon First Nation Final Agreement shall set out a process for allocation to that Yukon First Nation of licences, permits or grants for outfitting, commercial fishing other than salmon fishing, or other uses of natural resources.

Specific Provision	
22.3.6.1	The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

22.3.7 The allocation of a licence, permit or grant provided under 22.3.6 shall be in accordance with the following conditions:

22.3.7.1 an existing licence, permit or grant shall continue in force for the present holder; and

22.3.7.2 renewals or assignments shall not be affected if the present holder is otherwise entitled to renew or assign.

22.4.0 Employment Opportunities

22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.

22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

22.5.0 Contracting

22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.

22.5.2 Any failure to provide notice pursuant to 22.5.1 shall not affect the public tender process or the contract awards resulting therefrom.

22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.

22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.

22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.

22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.

22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

22.5.9 Any criteria for northern preference in contracting shall not exclude Yukon Indian People.

22.5.10 The Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

22.6.0 Public Corporations

22.6.1 Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.

22.6.2 The Yukon shall ensure that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.

22.6.3 The Yukon shall make best efforts to structure the Board of Directors of the Yukon Energy Corporation so that at least one-quarter of the directors are Yukon Indian People.

22.6.4 Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

22.6.5 Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.

22.6.6 Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning.

22.7.0 Economic Planning

22.7.1 The Yukon shall make best efforts to structure the Yukon Council on the Economy and the Environment so that at least one-quarter of its members are Yukon Indian People.

22.7.2 The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

22.8.0 Financial Institutions

22.8.1 The parties to the Umbrella Final Agreement shall examine the viability of a Yukon First Nation controlled trust company within two years of the enactment of Settlement Legislation.

22.8.2 If the concept of a Yukon First Nation trust company appears viable, Government shall take such measures as may be necessary and as are reasonable to enable Yukon First Nations to establish such an institution.

22.9.0**Implementation**

22.9.1

A full and complete review of the effectiveness of the provisions of this chapter shall be carried out in the year 2010 by Government and the Yukon First Nations. If, after the review, the parties to the Umbrella Final Agreement agree that the objectives of this chapter have been met, the obligations of Government under this chapter shall cease commencing January 1, 2011. So long as these obligations remain in effect, a like review shall be carried out every five years thereafter.

SCHEDULE A

ECONOMIC MEASURES

PART I - SPECIFIC ECONOMIC MEASURES

1.0 Project Agreements

- 1.1 For the purposes of 1.0, "YDAB" and "Project" have the same meaning as in Chapter 12 - Development Assessment.
- 1.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Teslin Tlingit Council Traditional Territory which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the developer, the Teslin Tlingit Council and the Yukon negotiate a Project agreement.
- 1.3 Project agreements referred to in 1.2 may include:
 - 1.3.1 employment opportunities for Teslin Tlingit;
 - 1.3.2 business opportunities for the Teslin Tlingit Council or for Teslin Tlingit, including contracts and the provision of goods and services;
 - 1.3.3 investment opportunities for the Teslin Tlingit Council, including equity purchase; and
 - 1.3.4 other measures to mitigate negative socio-economic effects of the Project on the Teslin Tlingit Council or on Teslin Tlingit.
- 1.4 The provisions in 1.2 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of 1.2.

2.0 Strategic Investments

- 2.1 In 2.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Project" means a non-renewable resource or hydro-electric project in the Teslin Tlingit Council Traditional Territory, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

"Teslin Tlingit Council's Share" means the share, expressed as a percentage, which the Teslin Tlingit Council proposes to acquire in the Proponent's Share of a Project, pursuant to the exercise of the option described in 2.2.

- 2.2 The Teslin Tlingit Council shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.
- 2.3 Unless the Proponent and the Teslin Tlingit Council otherwise agree:
 - 2.3.1 the Teslin Tlingit Council shall pay for the acquisition of its interest in a Project by:
 - 2.3.1.1 paying an amount equal to the Teslin Tlingit Council's Share of the Proponent's Share of the Equity Cost of the Project, and
 - 2.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Teslin Tlingit Council's Share of the Proponent's Share of the liability under such financing and,
 - 2.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Teslin Tlingit Council shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 2.4 Subject to 2.5 and 2.6, and after notice has been given under 2.7.2, the Proponent and the Teslin Tlingit Council, at the request of the Teslin Tlingit Council, shall negotiate the terms and conditions of the Teslin Tlingit Council acquiring its interest in a Project.
- 2.5 At any time at least 270 days after notice has been given under 2.7.2, the Proponent may provide in writing to the Teslin Tlingit Council an offer setting out all the proposed terms and conditions of the Teslin Tlingit Council acquiring its interest pursuant to 2.2 in the Project.
- 2.6 The offer referred to in 2.5 shall be open for acceptance by the Teslin Tlingit Council for 30 days, and, failing acceptance of the offer, the option described in 2.2 shall lapse, and the Proponent shall have no further obligation to the Teslin Tlingit Council under 2.0 for that Project.
- 2.7 The Proponent shall, as soon as practicable:
 - 2.7.1 give notice to the Teslin Tlingit Council of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Teslin Tlingit Council; and
 - 2.7.2 give notice to the Teslin Tlingit Council of receipt of all regulatory approvals required in order to start construction of a Project.
- 2.8 Nothing in 2.2 shall be construed to prevent the Teslin Tlingit Council from entering into an agreement to acquire an additional interest in a Project.
- 2.9 Unless otherwise agreed to by all the parties owning an interest in a Project, the Teslin Tlingit Council, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 2.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion at the price and on the terms set out in the offer.

- 2.10 The Proponent may exercise the first right to purchase set out in 2.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Teslin Tlingit Council in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 2.11 Nothing in 2.0 shall be construed to prevent the Teslin Tlingit Council and the Yukon, its agencies and corporations from entering into an agreement whereby the Teslin Tlingit Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.
- 2.11.1 Unless the Teslin Tlingit Council and the Yukon, its agent or corporation, otherwise agree, the terms and conditions upon which the Teslin Tlingit Council acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

3.0 Boards

- 3.1 The Boards referred to in 2.12.1 and the Designated Office defined in 12.2.0 shall consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities and job descriptions for any employment activities which a Board or a Designated Office may have.
- 3.2 Nothing in 3.1 shall be construed to mean that a criterion for Teslin Tlingit employment shall be the determining criterion in awarding any contract.

4.0 Government Employment

- 4.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:
- 4.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and
- 4.1.2 a representative public service located within the Teslin Tlingit Council Traditional Territory that reflects the aboriginal/non-aboriginal make-up of the population of the Yukon.
- 4.2 Government shall Consult with the Teslin Tlingit Council in developing the plan.
- 4.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 4.4 Government may consolidate the plan, after Consultation with the Teslin Tlingit Council, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Teslin Tlingit Council set out in the plan.
- 4.5 The plan shall provide for periodic review.

4.6 The plan shall address:

- 4.6.1 training;
- 4.6.2 public information;
- 4.6.3 counselling;
- 4.6.4 work place support;
- 4.6.5 targeted recruiting;
- 4.6.6 the designation of positions to be held by aboriginal people;
- 4.6.7 preferences in hiring;
- 4.6.8 measures to manage the effect of the Government plan on the ability of the Teslin Tlingit Council to recruit and retain qualified employees; and
- 4.6.9 such other measures as may reasonably contribute to achieving the goal of a representative public service.

4.7 Government shall review job descriptions and other requirements for public service positions to ensure that:

- 4.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
- 4.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for residents of the Teslin Tlingit Council Traditional Territory to obtain employment and to receive promotions.

5.0 Economic Development Agreements

5.1 Government may enter into economic development agreements with the Teslin Tlingit Council which provide:

- 5.1.1 technical and financial assistance for economic development purposes to residents of the Teslin Tlingit Council Traditional Territory and to organizations, businesses and corporations owned by those residents;
- 5.1.2 for the participation of the Teslin Tlingit Council in the planning, management, administration and decision making of those programs and services; and
- 5.1.3 for measures to implement recommendations of the Traditional Territory economic development plan.

5.2 Economic development agreements referred to in 5.1:

- 5.2.1 shall describe the purposes for which technical and financial assistance may be used;
- 5.2.2 may provide for a financial contribution by the Teslin Tlingit Council consistent with the ability of the Teslin Tlingit Council to contribute; and

5.2.3 may provide for a financial contribution by Government, for the purpose of the agreement.

5.3 The Teslin Tlingit Council shall have the right to nominate no less than one third of the members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement referred to in 5.1.

6.0 Traditional Territory Economic Development Plan

6.1 No later than one year after the Effective Date of this Agreement, Government and the Teslin Tlingit Council shall jointly undertake the preparation of an economic development plan for the Teslin Tlingit Council Traditional Territory.

6.2 Government and the Teslin Tlingit Council shall provide the opportunity to involve the Village of Teslin and other residents of the Teslin Tlingit Council Traditional Territory in the preparation of the economic development plan.

6.3 The economic development plan shall:

6.3.1 examine the state of the economy in the Teslin Tlingit Council Traditional Territory;

6.3.2 recommend measures to integrate the Teslin Tlingit Council economic development opportunities plan required pursuant to 22.3.1 with an overall economic development strategy for the Teslin Tlingit Council Traditional Territory;

6.3.3 recommend priorities for economic development in the Teslin Tlingit Council Traditional Territory;

6.3.4 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;

6.3.5 recommend measures to integrate the economic development plan with the overall Yukon economic strategy;

6.3.6 recommend actions which Government and the Teslin Tlingit Council should take in order to implement the economic development plan;

6.3.7 provide for periodic review and evaluation of the economic development plan;

6.3.8 recommend a process of amendment for the economic development plan; and

6.3.9 recommend whether limits or other restrictions are required for commercial activities within the scope of 2.0 or 3.0 of Part II of this schedule, and, if limits or other restrictions are required, recommend what those limits or restrictions should be.

6.4 Nothing in 6.1, 6.2 and 6.3 shall be construed to impose on Government or the Teslin Tlingit Council an obligation to implement the recommendations of the Traditional Territory economic development plan.

6.5 Nothing in this Agreement or in the economic development plan shall be construed to:

6.5.1 prevent the Teslin Tlingit Council from accessing or making use of an economic development program of general application available to a Yukon resident or a Canadian citizen; or

6.5.2 restrict opportunities for or access by Teslin Tlingit to any other employment or training position available outside the Teslin Tlingit Council Traditional Territory.

SCHEDULE A

ECONOMIC MEASURES

PART II - ALLOCATION OF LICENCES, PERMITS OR GRANTS

1.0 Commercial Freshwater Fish

- 1.1 The Teslin Tlingit Council shall have the right of first refusal to acquire new commercial freshwater fishing permits or licences in the Teslin Tlingit Council Traditional Territory until the Teslin Tlingit Council and Teslin Tlingit Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Teslin Tlingit Council Traditional Territory.

2.0 Commercial Wilderness Adventure Travel

- 2.1 If Government establishes a quota for a sector of the commercial wilderness adventure travel industry in the Teslin Tlingit Council Traditional Territory, the Teslin Tlingit Council shall have a right of first refusal to acquire new licences or permits as follows:

2.1.1 in the first year that Government establishes a quota, Government shall offer to the Teslin Tlingit Council in its Traditional Territory:

2.1.1.1 the number of permits or licences equal to 25 percent of the quota established by Government, less the number of permits or licences required to allow existing operations which are held by Teslin Tlingit Firms to operate at their then existing level, or

2.1.1.2 the number of permits or licences which remains after the then existing operators in the Teslin Tlingit Council Traditional Territory have received the permits or licences which are required to allow them to operate at their then existing level,

whichever is less; and

2.1.2 in the second year, and each year thereafter, Government shall offer to the Teslin Tlingit Council any new licences or permits issued by Government from time to time until the Teslin Tlingit Council and Teslin Tlingit Firms together have been allocated 25 percent of the quota in effect from time to time.

3.0 Commercial Freshwater Sports Fishing

- 3.1 If Government establishes a quota for the commercial freshwater sports fishing industry in the Teslin Tlingit Council Traditional Territory, the Teslin Tlingit Council shall have a right of first refusal to acquire new licences or permits as follows:

3.1.1 in the first year that Government establishes a quota, Government shall offer to the Teslin Tlingit Council:

3.1.1.1 the number of permits or licences equal to 25 percent of the quota established by Government, less the number of permits or licences

required to allow existing operations which are held by Teslin Tlingit Firms to operate at their then existing level, or

3.1.1.2 the number of permits or licences which remains after the then existing operators in the Teslin Tlingit Council Traditional Territory have received the licences or permits which are required to allow them to operate at their then existing level,

whichever is less; and

3.1.2 in the second year, and in each year thereafter, Government shall offer to the Teslin Tlingit Council any new licences or permits issued by Government from time to time until the Teslin Tlingit Council and Teslin Tlingit Firms together have been allocated 25 percent of the quota in effect from time to time.

4.0 Conditions

- 4.1 Government shall Consult with the Teslin Tlingit Council in deciding whether a limit, and if so, what limit, should be placed on the number of permits or licences, and on the terms and conditions, if any, that should apply to those permits or licences for a sector of the commercial wilderness adventure travel industry or for commercial freshwater sports fishing in the Teslin Tlingit Council Traditional Territory.
- 4.2 The Teslin Tlingit Council may, in writing, giving reasons, recommend to the Minister the establishment of a requirement for licences or permits pursuant to 2.1 or 3.1, or the offer of new licences or permits pursuant to 2.1.2 or 3.1.2.
- 4.3 The Minister shall, within 90 days of receipt of a recommendation from the Teslin Tlingit Council pursuant to 4.2, respond in writing to the Teslin Tlingit Council, giving reasons for any decision made pursuant to that recommendation.
- 4.4 The Teslin Tlingit Council may enter into joint ventures or other arrangements with other Persons to use a permit or licence allocated to the Teslin Tlingit Council pursuant to 1.0, 2.0 or 3.0.
- 4.5 The Teslin Tlingit Council shall apply to Government within one year of the offer of a licence or permit under 1.0, 2.0, or 3.0, failing which the right of first refusal for that licence or permit shall lapse.
- 4.6 A licence or permit in respect of which a right of first refusal has lapsed under 4.5 shall not be considered a licence or permit offered to the Teslin Tlingit Council under 1.0, 2.0 or 3.0.
- 4.7 When the Teslin Tlingit Council applies for a licence or permit under 4.5 and satisfies the requirements which otherwise apply to obtaining that licence or permit, Government shall issue the licence or permit to the Teslin Tlingit Council.
- 4.8 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the licences or permits required to be offered under 1.0, 2.0 and 3.0.
- 4.9 Nothing in 1.0, 2.0, or 3.0 shall be construed to obligate Government to replace any licence or permit obtained by the Teslin Tlingit Council under these provisions which licence or permit the Teslin Tlingit Council has sold or assigned.

- 4.10 Nothing in 1.0, 2.0, or 3.0 shall be construed to prevent the Teslin Tlingit Council or a Teslin Tlingit from acquiring additional permits or licences through the normal regulatory process.
- 4.11 The right of first refusal pursuant to 1.0, 2.0, 3.0 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the period of the application of those provisions.
- 4.12 For the purposes of 1.1, 2.1.2, and 3.1.2, a "Teslin Tlingit Firm" means an entity which complies with the legal requirements to carry on a business in the Yukon and which is either:
 - 4.12.1 a corporation with more than 50 percent of the corporation's voting shares beneficially owned by a Teslin Tlingit or the Teslin Tlingit Council;
 - 4.12.2 a co-operative controlled by a Teslin Tlingit or the Teslin Tlingit Council;
 - 4.12.3 the sole proprietorship of a Teslin Tlingit;
 - 4.12.4 a partnership in which at least 50 percent of the partners are Teslin Tlingit or the Teslin Tlingit Council; or
 - 4.12.5 any other legal entity more than 50 percent owned or controlled by a Teslin Tlingit or the Teslin Tlingit Council.

5.0 Outfitting Concession

- 5.1 The Teslin Tlingit Council shall have the right of first refusal to acquire the first outfitting concession which may be established in the Teslin Tlingit Council Traditional Territory after the Effective Date of this Agreement.
 - 5.1.1 Upon establishing a new outfitting concession in the Teslin Tlingit Council Traditional Territory, Government shall give notice in writing to the Teslin Tlingit Council of the establishment of that concession and of the terms and conditions upon which that concession may be acquired.
 - 5.1.2 The Teslin Tlingit Council shall exercise the right of first refusal set out in 5.1 at any time during 90 days from the date it receives the notice referred to in 5.1.1 by advising Government, in writing, of its intention to exercise the right.
 - 5.1.3 If the Teslin Tlingit Council fails to advise Government in writing within 90 days of receiving the notice referred to in 5.1.1 whether it is exercising that right, it shall be deemed to have given notice that it is not exercising that right.
- 5.2 The sale, transfer or assignment of any existing outfitting concession within the Teslin Tlingit Council Traditional Territory or the realignment of the borders of any existing outfitting concession within the Teslin Tlingit Council Traditional Territory shall not be considered a new outfitting concession for the purposes of 5.0.
- 5.3 The right of first refusal set out in 5.1 shall expire on January 1, 2016, unless the parties to this Agreement agree to extend the application of that provision.

CHAPTER 23 - RESOURCE ROYALTY SHARING

23.1.0 Definitions

In this chapter, the following definitions shall apply.

"Crown Royalty" means any amount received by the Yukon, paid in money or in kind, in respect of a Resource produced by a Person from land where Government owns the Resource, but does not include any payment made for a service, for the creation of special purposes funds, for the issuance of a right or interest or for the granting of an approval or authorization, any payment required regardless of the ownership of the Resource, or any payment for incentives, less:

- (a) the reasonable costs incurred by the Yukon for the collection of the Crown Royalty; and
- (b) any deductions made by Canada from federal financial contributions to the Yukon by reason of the Yukon receiving revenues from a Resource.

"Resource" means Mines and Minerals, other than Specified Substances, found in, on or under the Yukon Territory.

"Yukon First Nation Royalty" means any sum which would be payable to the Yukon in respect of the production of a Resource on Category A Settlement Land as if that land were owned by Government, regardless of whether a Yukon First Nation actually receives a greater or lesser royalty when granting interests in a Resource on Category A Settlement Land, less the reasonable costs incurred by the Yukon First Nation for the collection of its royalty.

"Yukon Territory" means the Yukon Territory as defined in the Yukon Act, R.S.C. 1985, c. Y.2 as at December 15, 1988, notwithstanding any subsequent amendment to that Act.

23.2.0 Crown Royalty Sharing

23.2.1 In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:

- 23.2.1.1 the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,
- (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation Royalty, in respect of that year, and
 - (b) 10 percent of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of that year.

23.2.2 Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.

23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.

- 23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.
- 23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.
- 23.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.
- 23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.
- 23.2.8 Any payments made by the Yukon to Yukon First Nations pursuant to 23.2.1 shall not be reimbursed to the Yukon, in whole or in part, by Canada.
- 23.3.0 Interim Provisions**
- 23.3.1 The parties to the Umbrella Final Agreement recognize that Canada and the Yukon are negotiating agreements with respect to the transfer of administration and management of Resources.
- 23.3.2 The Council for Yukon Indians may participate with the Yukon in the development of the Yukon's negotiating positions for negotiations pursuant to 23.3.1.
- 23.3.3 It is acknowledged the Yukon will represent the interests of all Yukon residents in negotiations pursuant to 23.3.1.
- 23.3.4 Any agreement as a result of negotiations pursuant to 23.3.1 shall be consistent with this chapter.

CHAPTER 24 - YUKON INDIAN SELF-GOVERNMENT

24.1.0 General

24.1.1 Government shall enter into negotiations with each Yukon First Nation which so requests with a view to concluding self-government agreements appropriate to the circumstances of the affected Yukon First Nation.

24.1.2 Subject to negotiation of an agreement pursuant to 24.1.1 and in conformity with the Constitution of Canada, the powers of a Yukon First Nation may include the powers to:

24.1.2.1 enact laws and regulations of a local nature for the good government of its Settlement Land and the inhabitants of such land, and for the general welfare and development of the Yukon First Nation;

24.1.2.2 develop and administer programs in areas of Yukon First Nation responsibility;

24.1.2.3 appoint representatives to boards, councils, commissions and committees as provided for in the Settlement Agreements;

24.1.2.4 allocate, administer and manage Settlement Land;

24.1.2.5 contract with Persons or governments;

24.1.2.6 form corporations and other legal entities;

24.1.2.7 borrow money; and

24.1.2.8 levy and collect fees for the use or occupation of Settlement Land including property taxes.

24.1.3 Self-government agreements shall not affect:

24.1.3.1 the rights of Yukon Indian People as Canadian citizens; and

24.1.3.2 unless otherwise provided pursuant to a self-government agreement or legislation enacted thereunder, their entitlement to all of the services, benefits and protections of other citizens applicable from time to time.

24.2.0 Subjects for Negotiation

24.2.1 Negotiations respecting a self-government agreement for a Yukon First Nation may include the following subjects:

24.2.1.1 the Yukon First Nation constitution;

24.2.1.2 the Yukon First Nation's community infrastructure, public works, government services and Local Government Services;

24.2.1.3 community development and social programs;

24.2.1.4 education and training;

- 24.2.1.5 communications;
- 24.2.1.6 culture and aboriginal languages;
- 24.2.1.7 spiritual beliefs and practices;
- 24.2.1.8 health services;
- 24.2.1.9 personnel administration;
- 24.2.1.10 civil and family matters;
- 24.2.1.11 subject to federal tax Law, the raising of revenue for local purposes including direct taxation;
- 24.2.1.12 economic development;
- 24.2.1.13 the administration of justice and the maintenance of law and order;
- 24.2.1.14 relations with Canada, the Yukon and local governments;
- 24.2.1.15 financial transfer arrangements;
- 24.2.1.16 an implementation plan; and
- 24.2.1.17 all matters ancillary to the foregoing, or as may be otherwise agreed.

24.3.0 Devolution

- 24.3.1 Government and a Yukon First Nation may negotiate the devolution of programs and services associated with the responsibilities of the Yukon First Nation as agreed in negotiations over matters enumerated in 24.2.1.
- 24.3.2 For greater certainty, pursuant to 24.2.1, Government and the Yukon First Nation may negotiate the devolution of programs and services dealing with the following:
 - 24.3.2.1 Yukon First Nation authority for the design, delivery and management of Indian language and cultural curriculum;
 - 24.3.2.2 Yukon First Nation authority for the design, delivery and administration of tribal justice; and
 - 24.3.2.3 the division and sharing of Yukon First Nation and Government responsibility for the design, delivery and administration of programs relating to,

Education

- (a) Indian student counselling,
- (b) cross cultural teacher/administrator orientation,
- (c) composition of teaching staff,
- (d) early childhood, special, and adult education curriculum,
- (e) kindergarten through grade 12 curriculum,
- (f) the evaluation of teachers, administrators and other employees,

Health and Social Services

- (g) family and child welfare, including custom adoption,
- (h) substance abuse programs,
- (i) juvenile offender programs,
- (j) child development programs,
- (k) programs for the mentally, physically, emotionally or socially disabled,
- (l) other health and social services that the parties may agree to from time to time,

Justice

- (m) policing and enforcement of law,
- (n) corrections,
- (o) probation services,
- (p) community conflict resolution,

Employment Opportunities

- (q) increased employment opportunities for Yukon Indian People; and

24.3.2.4 such other programs and services as the parties may agree.

24.4.0 Participation

24.4.1 The parties to the Umbrella Final Agreement may negotiate guaranteed representation for Yukon First Nations on government commissions, councils, boards and committees in the Yukon established to deal with the following matters:

- 24.4.1.1 education;
- 24.4.1.2 health and social services;
- 24.4.1.3 justice and law enforcement; and
- 24.4.1.4 other matters as may be agreed.

24.5.0 Yukon First Nation Constitutions

24.5.1 Negotiations regarding a Yukon First Nation constitution may include the following:

- 24.5.1.1 composition, structure and powers of the Yukon First Nation government institutions;
- 24.5.1.2 membership;
- 24.5.1.3 election procedures;
- 24.5.1.4 meeting procedures;
- 24.5.1.5 financial management procedures;
- 24.5.1.6 composition and powers of all committees;
- 24.5.1.7 the rights of individual members of a Yukon First Nation with respect to the powers of the Yukon First Nation government institutions;
- 24.5.1.8 amending procedures;
- 24.5.1.9 internal management of the Yukon First Nation, including regional or district management structures; and
- 24.5.1.10 use, occupation and disposition of the Yukon First Nation's Settlement Land and resources.

24.6.0 Financial Transfer Arrangements

24.6.1 The intent of any financial transfer arrangement negotiated in accordance with 24.2.1.15 shall be to:

- 24.6.1.1 specify a method for determining levels of Government financial transfers to the Yukon First Nation in question;
- 24.6.1.2 specify obligations of all parties, including minimum program delivery standards for programs to be delivered by the Yukon First Nation; and

- 24.6.1.3 specify accountability requirements with respect to transferred funds.
- 24.6.2 Such financial transfer arrangements shall address requirements for contributions from the Government towards the funding of Yukon First Nation institutions and programs.
- 24.6.3 Financial transfer arrangements may provide for the transfer of funds through a block-funding mechanism.
- 24.6.4 Financial transfer arrangements may be re-negotiable every five years.
- 24.7.0 Regional or District Structures**
- 24.7.1 A Yukon First Nation, Canada, the Yukon and Yukon municipalities, may develop common administrative or planning structures within a community, region or district of the Yukon and these structures shall:
- 24.7.1.1 remain under the control of all Yukon residents within that district; and
- 24.7.1.2 include direct representation by the affected Yukon First Nations within that district.
- 24.8.0 Status of Yukon First Nations under the Income Tax Act**
- 24.8.1 Agreements negotiated pursuant to 24.1.1 shall include provisions respecting the status of a Yukon First Nation as a municipality or public body performing the functions of government or a municipal corporation under the Income Tax Act, S.C. 1970-71-72, c. 63.
- 24.8.2 Unless the parties otherwise agree, an entity described in 24.8.1 shall be restricted by its enabling authority to the provision of government or other public services and, in particular, it shall not engage in commercial activities nor control any entity that carries on a commercial activity or is engaged in making investments.
- 24.9.0 Legislation**
- 24.9.1 The parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Legislation to bring into effect agreements negotiated pursuant to 24.1.1.
- 24.9.2 Subject to 24.9.1, the Yukon shall recommend to its Legislative Assembly, Legislation separate from the Settlement Legislation to bring into effect those agreements negotiated pursuant to 24.1.1 for which the Yukon has legislative authority.
- 24.9.3 Subject to 24.9.1, Canada shall recommend to Parliament Legislation separate from the Settlement Legislation to bring into effect those agreements negotiated pursuant to 24.1.1 for which Canada has legislative authority.

24.10.0 Amendment

- 24.10.1 Government shall consult with affected Yukon First Nations before recommending to Parliament or the Yukon Legislative Assembly, as the case may be, Legislation to amend or repeal Legislation enacted to give effect to those agreements negotiated pursuant to 24.1.1.
- 24.10.2 The manner of consultation in 24.10.1 shall be set out in each self-government agreement.
- 24.10.3 Yukon First Nations constitutions may be amended only by internal amending formulae or by amendment to the self-government Legislation.

24.11.0 Process

- 24.11.1 Prior to commencing substantive negotiations on self-government agreements, the parties to such negotiations shall agree on:
- 24.11.1.1 the order in which the matters to be negotiated are to be addressed;
 - 24.11.1.2 the time frame within which negotiations will take place, which shall be concurrent with time frames established for the negotiation of Yukon First Nation Final Agreements; and
 - 24.11.1.3 such other matters as may be necessary or desirable to ensure that negotiations proceed in a logical and efficient manner.
- 24.11.2 Funding for negotiations shall be according to federal policy for self-government negotiations.

24.12.0 Protection

- 24.12.1 Agreements entered into pursuant to this chapter and any Legislation enacted to implement such agreements shall not be construed to be treaty rights within the meaning of section 35 of the Constitution Act, 1982.
- 24.12.2 Nothing in this chapter or in the Settlement Agreements shall preclude Yukon First Nations, if agreed to by the Yukon First Nations and Canada, from acquiring constitutional protection for self-government as provided in future constitutional amendments.
- 24.12.3 Any amendments to this chapter related to the constitutional protection for self-government in whole or in part shall be by agreement of Canada and the Yukon First Nations.
- 24.12.4 Nothing in 24.12.1, 24.12.2 or 24.12.3 shall be construed to affect the interpretation of aboriginal rights within the meaning of sections 25 or 35 of the Constitution Act, 1982.

CHAPTER 25 - TRANSBOUNDARY AGREEMENTS

25.1.0 General

25.1.1 Government, the Council for Yukon Indians and the affected Yukon First Nations shall cooperate in negotiating Transboundary Agreements.

25.1.2 Government, the Council for Yukon Indians and the affected Yukon First Nations shall endeavour to secure the cooperation of the Government of British Columbia, the Government of the Northwest Territories and transboundary aboriginal groups in negotiating Transboundary Agreements.

25.2.0 Transboundary Negotiations

25.2.1 Government, the Council for Yukon Indians and Yukon First Nations whose Traditional Territories are affected by a transboundary aboriginal claim shall work together in respect of each transboundary aboriginal claim to negotiate a Transboundary Agreement.

25.2.2 Government, the Council for Yukon Indians and the affected Yukon First Nations shall make best efforts to settle the transboundary aboriginal claims of Yukon Indian People in the Northwest Territories and British Columbia based upon reciprocity for traditional use and occupancy.

25.2.3 Canada shall make adequate resources available for Yukon First Nations to negotiate Transboundary Agreements in accordance with federal comprehensive claims funding policies.

25.2.4 The negotiations shall be based on traditional use and occupancy.

25.3.0 Internal Relations

25.3.1 Nothing in this chapter shall preclude a Yukon First Nation and a transboundary claimant group who are parties to a Transboundary Agreement from making agreements in respect of the sharing of their lands, resources and benefits or from developing their own forms of internal relations.

25.3.2 Transboundary claimant participation in land and resources management in the Yukon shall be provided for in Transboundary Agreements.

25.4.0 Amendment

25.4.1 Except where expressly provided otherwise in a Transboundary Agreement, that Transboundary Agreement may only be amended with the consent of all parties to that Transboundary Agreement.

25.5.0 Yukon First Nation Final Agreements and Transboundary Agreements Conflicts

25.5.1 For the purposes of 25.5.0, "Subsequent Transboundary Agreement" means:

25.5.1.1 a Transboundary Agreement entered into after the ratification of the Umbrella Final Agreement; and

25.5.1.2 any amendment, after ratification of the Umbrella Final Agreement, to a Transboundary Agreement entered into prior to ratification of the Umbrella Final Agreement.

25.5.2 A Yukon First Nation Final Agreement shall contain provisions which, to the satisfaction of the parties to that Yukon First Nation Final Agreement:

25.5.2.1 resolve any inconsistencies or conflicts between that Yukon First Nation Final Agreement and any Subsequent Transboundary Agreement then in effect which has application in the Traditional Territory of the Yukon First Nation; and

25.5.2.2 allow for the resolution of any inconsistencies or conflicts between that Yukon First Nation Final Agreement and a Subsequent Transboundary Agreement not then in effect but which, when in effect, might have application in the Traditional Territory of the Yukon First Nation.

25.5.3 Canada shall not agree in a Subsequent Transboundary Agreement to provisions:

25.5.3.1 which resolve conflicts or inconsistencies between that Subsequent Transboundary Agreement and a Yukon First Nation Final Agreement; or

25.5.3.2 which allow for the resolution of inconsistencies or conflicts between that Subsequent Transboundary Agreement and any Yukon First Nation Final Agreement not then in effect but which, when in effect, might have application in the same area of the Yukon as the Subsequent Transboundary Agreement,

without the consent of the Yukon First Nation in whose Traditional Territory the Subsequent Transboundary Agreement has, or, when in effect, might have application, and the consent of the Yukon.

25.5.4 The Yukon shall not agree in a Subsequent Transboundary Agreement to provisions:

25.5.4.1 which resolve conflicts or inconsistencies between that Subsequent Transboundary Agreement and a Yukon First Nation Final Agreement; or

25.5.4.2 which allow for the resolution of inconsistencies or conflicts between that Subsequent Transboundary Agreement and any Yukon First Nation Final Agreement not then in effect but which, when in effect, might have application in the same area of the Yukon as the Subsequent Transboundary Agreement,

without the consent of the Yukon First Nation in whose Traditional Territory the Subsequent Transboundary Agreement has, or, when in effect, might have application, and the consent of Canada.

25.5.5 Canada shall not agree to any provision in a Subsequent Transboundary Agreement which primarily affects a matter within the jurisdiction of the Yukon without the consent of the Yukon.

Specific Provision

25.6.0 Transboundary Agreements

25.6.1 The parties to this Agreement shall Consult with each other, and with any transboundary claimant group which so requests, respecting the relationship of this Agreement to any proposed Transboundary Agreement which will apply in the Teslin Tlingit Council Traditional Territory.

26.6.2 Each party to this Agreement shall consider proposals by any of them, or by any party to a proposed Transboundary Agreement, to amend this Agreement to resolve potential conflicts or inconsistencies between this Agreement and any proposed Transboundary Agreement.

25.6.3 The Teslin Tlingit Council may agree that rights and benefits of the Teslin Tlingit Council and Teslin Tlingit set out in this Agreement be provided instead to a transboundary claimant group in that group's Transboundary Agreement.

25.6.4 Government may provide in a Transboundary Agreement rights and benefits to a transboundary claimant group which are applicable in the Teslin Tlingit Council Traditional Territory.

CHAPTER 26 - DISPUTE RESOLUTION

26.1.0 Objectives

26.1.1 The objectives of this chapter are as follows:

26.1.1.1 to establish a comprehensive dispute resolution process for resolving disputes which arise out of the interpretation, administration or implementation of Settlement Agreements or Settlement Legislation; and

26.1.1.2 to facilitate the out-of-court resolution of disputes under 26.1.1, in a non-adversarial and informal atmosphere.

26.2.0 Definitions

In this chapter, the following definitions shall apply.

"Board" means the Dispute Resolution Board established pursuant to 26.5.1.

"Panel" means the Dispute Resolution Panel appointed pursuant to 26.5.3.

26.3.0 Specific Disputes

26.3.1 A party to a Settlement Agreement may refer any of the following matters to mediation under 26.6.0:

26.3.1.1 any matter which the Umbrella Final Agreement refers to the dispute resolution process;

26.3.1.2 any matter which a Settlement Agreement, a Yukon First Nation self-government agreement or any other agreement between the parties to a Yukon First Nation Final Agreement refers to the dispute resolution process; and

26.3.1.3 any other matter which at any time all parties to a Settlement Agreement agree should be referred to the dispute resolution process whether or not related to a Settlement Agreement.

26.3.2 Each party to a Settlement Agreement has a right to be a party to a dispute described in 26.3.1 arising out of that Settlement Agreement.

26.3.3 Subject to 26.8.0, no party to a Settlement Agreement may apply to any court for relief in respect of any dispute which may be referred to mediation under 26.3.1 except for an application for interim or interlocutory relief where the Board has failed to appoint a mediator under 26.6.2 or an arbitrator under 26.7.2 within 60 days of application by any party to the dispute.

26.3.4 Any Person whose interests, in the opinion of the mediator, will be adversely affected by a dispute referred to mediation under 26.3.1 has a right to participate in the mediation on such terms as the mediator may establish.

26.3.5 A dispute described in 26.3.1 which is not resolved by mediation under 26.6.0 may be referred to arbitration under 26.7.0 by any party to the dispute.

26.4.0 Other Disputes

26.4.1 A party to a Settlement Agreement may refer any of the following matters to mediation under 26.6.0:

26.4.1.1 any matter which the Umbrella Final Agreement refers to mediation under the dispute resolution process;

26.4.1.2 any matter which a Settlement Agreement, a Yukon First Nation self-government agreement or any other agreement between the parties to a Yukon First Nation Final Agreement refers to mediation under the dispute resolution process;

26.4.1.3 any matter which at any time all the parties to a Settlement Agreement agree should be referred to mediation under the dispute resolution process, whether or not related to a Settlement Agreement;

26.4.1.4 any matter which a board listed in 2.12.0 established pursuant to a Settlement Agreement, acting pursuant to its rules and procedures directs to mediation under the dispute resolution process; and

26.4.1.5 any matter arising out of the interpretation administration, or implementation of that Settlement Agreement, with the consent of all the other parties to that Settlement Agreement, whether the dispute is among the parties to the Settlement Agreement or not.

26.4.2 Each party to a Settlement Agreement has a right to be a party to any dispute referred to mediation under 26.6.0.

26.4.3 The parties to a dispute described in 26.4.1 which is not resolved by mediation under 26.6.0 may agree to refer the dispute to arbitration under 26.7.0.

26.4.4 Any Person whose interests, in the opinion of the arbitrator, will be adversely affected by a dispute referred to arbitration under 26.3.5 or 26.4.3 has a right to participate in the arbitration on such terms as the arbitrator may establish.

26.4.5 Subject to 26.8.0, no party to a Settlement Agreement may apply to any court for relief in respect of any dispute which has been referred to arbitration under 26.3.5 or 26.4.3, except for an application for interim or interlocutory relief where the Board has failed to appoint an arbitrator under 26.7.2 within 60 days of an application by any party to the dispute.

26.5.0 Dispute Resolution Board and Panel

26.5.1 A Dispute Resolution Board shall be established comprising three persons appointed jointly by the Council for Yukon Indians and Government in accordance with 26.5.2.

26.5.2 If, upon 30 days notice by a party to the Umbrella Final Agreement of its readiness to establish the Board, the parties to the Umbrella Final Agreement do not jointly agree on the membership of the Board:

- 26.5.2.1 the Council for Yukon Indians shall appoint one member;
- 26.5.2.2 Canada and the Yukon shall jointly appoint one member;
- 26.5.2.3 the members appointed pursuant to 26.5.2.1 and 26.5.2.2 shall select jointly the third member who shall be the chairperson of the Board; and
- 26.5.2.4 if a chairperson has not been selected pursuant to 26.5.2.3 within 60 days of the appointment of the members pursuant to 26.5.2.1 and 26.5.2.2, the Senior Judge of the Supreme Court of the Yukon, or another Judge designated by the Senior Judge, shall appoint the chairperson upon application by one of the parties to the Umbrella Final Agreement.
- 26.5.3 The Board may, if, in its opinion, circumstances warrant, appoint persons including its own members to form the Dispute Resolution Panel provided that the total number of persons on the Panel, including members of the Board, does not exceed 15.
- 26.5.4 The Board appointed under 26.5.1 shall have the following responsibilities:
 - 26.5.4.1 to ensure Panel members have or receive training in mediation and arbitration principles and techniques;
 - 26.5.4.2 to maintain a roster of mediators and a roster of arbitrators from those persons who are appointed members of the Panel;
 - 26.5.4.3 to appoint mediators and arbitrators;
 - 26.5.4.4 to set from time to time the fees to be charged for Panel members' services;
 - 26.5.4.5 to prepare annual budgets for administrative costs of the Board and Panel and to submit such budgets to Government for approval; and
 - 26.5.4.6 after Consultation with the parties to the Umbrella Final Agreement, to establish rules and procedures governing mediation and arbitration.
- 26.6.0 Mediation**
- 26.6.1 The parties to a dispute referred to mediation shall attempt to choose a mediator within 15 days of the dispute being referred to mediation.
- 26.6.2 If a dispute cannot be settled informally by the parties and the parties cannot agree on a mediator, the Board shall appoint a mediator from the Panel.
- 26.6.3 A mediator agreed upon by the parties or appointed by the Board shall promptly meet with the parties to assist them in the resolution of the dispute.
- 26.6.4 The mediation shall not extend beyond four hours unless the parties to the dispute and the mediator agree.
- 26.6.5 The mediator, at his own option, may provide a brief non-binding written recommendation to the parties.

- 26.6.6 The mediator, at the request of the parties to the mediation, shall provide a brief non-binding written recommendation to the parties.
- 26.6.7 The mediation and any recommendations of the mediator shall be confidential to the parties to the dispute unless the parties otherwise agree.
- 26.6.8 The costs of the mediator for the first four hours shall be borne by the Board. Thereafter, the costs of the mediator shall be borne equally by the parties to the mediation.
- 26.6.9 Notwithstanding 26.6.8, the Board shall determine who shall pay the costs of mediation pursuant to 26.4.1.4.

26.7.0 Arbitration

- 26.7.1 The parties to a dispute referred to arbitration shall attempt to choose an arbitrator within 15 days of the dispute being referred to arbitration.
- 26.7.2 If the parties do not agree on an arbitrator under 26.7.1, the Board, on application of a party to the dispute, shall appoint an arbitrator from the Panel.
- 26.7.3 With respect to a dispute referred to arbitration under a Settlement Agreement, the arbitrator shall have the authority to resolve the dispute including the authority:
- 26.7.3.1 to determine all questions of procedure including the method of giving evidence;
 - 26.7.3.2 to subpoena witnesses and documents;
 - 26.7.3.3 to administer oaths and solemn affirmations to the parties and witnesses;
 - 26.7.3.4 to order a party to cease and desist from activity contrary to the provisions of a Settlement Agreement;
 - 26.7.3.5 to order a party to comply with the terms and conditions of a Settlement Agreement;
 - 26.7.3.6 to make an order determining the monetary value of a loss or injury suffered by a party as a result of contravention of a Settlement Agreement and directing a party to pay all or part of the amount of that monetary value;
 - 26.7.3.7 to declare the rights and obligations of the parties to a dispute;
 - 26.7.3.8 to make an order providing interim relief; and
 - 26.7.3.9 to refer any question of Law to the Supreme Court of the Yukon.
- 26.7.4 The cost of the arbitration shall be borne equally among the parties to the dispute unless otherwise assigned by the arbitrator.
- 26.7.5 Subject to 26.8.0, a decision or order of an arbitrator shall be final and binding on the parties to the arbitration.

26.7.6 A party affected by a decision or order of an arbitrator may, after the expiration of 14 days from the date of the release of the decision or order or the date provided in the decision for compliance, whichever is later, file in the Registry of the Supreme Court of the Yukon a copy of the decision and the decision or order shall be entered as if it were a decision or order of the Court, and on being entered shall be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Yukon and enforceable as such.

26.8.0 Judicial Review

26.8.1 The decision or order of an arbitrator under 26.7.5 is not subject to appeal or to judicial review in any court except on the ground that the arbitrator failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise jurisdiction.

26.8.2 The Supreme Court of the Yukon shall have jurisdiction in respect of an appeal or judicial review pursuant to 26.8.1.

26.9.0 Transitional

26.9.1 Until the Board is appointed, the Arbitration Act, R.S.Y. 1986, c. 7 shall apply to any arbitration under 26.7.0.

CHAPTER 27 - YUKON FISH AND WILDLIFE ENHANCEMENT TRUST

27.1.0 Definitions

In this chapter, the following definitions shall apply.

"Adjusted Contribution" means the greater of the amount calculated in (a) or (b), multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:

- (a) \$1,050,400 x 1.03,
- (b) \$1,050,400 multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.

"Trust" means the Yukon Fish and Wildlife Enhancement Trust.

27.2.0 Trust

27.2.1 A Yukon Fish and Wildlife Enhancement Trust shall be established by the parties to the Umbrella Final Agreement having the objective set out in 27.4.0.

27.3.0 Trustees

27.3.1 Members of the Fish and Wildlife Management Board shall serve as the trustees.

27.4.0 Trust Objective

27.4.1 The objective of the Trust is to restore, enhance and protect Fish and Wildlife populations and their habitat in the Yukon so as to achieve the objectives of Chapter 16 - Fish and Wildlife.

27.4.2 The trustees may initiate, sponsor, fund, direct and carry out measures designed to achieve the objective in 27.4.1.

27.5.0 Initial Trust Capital

27.5.1 The Yukon, Canada and the Yukon First Nations shall make contributions to the Trust as follows:

27.5.1.1 the contributions to the Trust by Canada shall consist of four equal annual payments, the sum of which shall equal the Adjusted Contribution;

27.5.1.2 the contribution to the Trust by the Yukon shall consist of four equal annual payments, the sum of which shall equal the Adjusted Contribution; and

27.5.1.3 the contribution to the Trust by the Yukon First Nations shall be,

- (a) for the first annual payment, 10 percent of the Adjusted Contribution,
- (b) for the second annual payment, 20 percent of the Adjusted Contribution, and
- (c) for each of the third and the fourth annual payments, 35 percent of the Adjusted Contribution.

27.5.2 Canada, the Yukon and the Yukon First Nations shall make their first payments as soon as practicable after the effective date of Settlement Legislation.

27.5.3 Canada, the Yukon and the Yukon First Nations shall make the subsequent annual payments on the anniversary date of the effective date of Settlement Legislation.

27.6.0 General

27.6.1 The Trust capital may be increased by gifts, donations, grants and other sources of funds.

27.6.2 No federal, territorial or municipal tax shall be paid by the Trust in respect of the payments received by the Trust under 27.5.0.

27.6.3 Subject to the terms of the agreement referred to in 27.6.7, no federal, territorial or municipal tax shall be paid by the Trust in respect of any income earned by the Trust.

27.6.4 Except for the reasonable costs of administering the Trust, all expenditures from the Trust shall be solely directed to the objectives of the Trust, and no monies for any other purpose shall be expended from the Trust capital.

27.6.5 Subject to the terms of the agreement referred to in 27.6.7, the Trust shall be deemed to be a charitable organization for purposes of granting receipts to Persons making gifts to the Trust.

27.6.6 Expenditures from the Trust are not intended to duplicate or replace Government expenditures on Fish or Wildlife management.

27.6.7 Prior to the effective date of Settlement Legislation, the parties to the Umbrella Final Agreement shall enter into an agreement to give effect to the Trust.

CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR SETTLEMENT IMPLEMENTATION

28.1.0 Objectives

28.1.1 The objectives of this chapter are as follows:

- 28.1.1.1 to establish a process and fund for the implementation of Settlement Agreements;
- 28.1.1.2 to promote the participation of Yukon Indian People in the implementation of Settlement Agreements;
- 28.1.1.3 to establish timely and effective implementation of the Settlement Agreements to ensure that Yukon First Nations benefit from Settlement Legislation and Yukon First Nation Final Agreements;
- 28.1.1.4 to assist Yukon Indian People to take full advantage of the Settlement Agreements to strengthen their communities;
- 28.1.1.5 to establish implementation plans that foster the socio-economic development and prosperity of Yukon Indian People;
- 28.1.1.6 to ensure that Yukon Indian People receive training in order to participate effectively in opportunities arising from and associated with the implementation of Settlement Agreements; and
- 28.1.1.7 to provide a trust fund for training which may be directed towards meeting training priorities identified by Yukon First Nations and established in the training plan.

28.2.0 Implementation Planning Fund

- 28.2.1 Canada shall pay to the Council for Yukon Indians, as soon as practicable after the effective date of Settlement Legislation, \$0.5 Million (1990 dollars) to pay for the costs of Yukon First Nations in the development of implementation plans.
- 28.2.2 The indexation of the Implementation Planning Fund value from 1990 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.

28.3.0 Implementation Plans

- 28.3.1 There shall be an implementation plan developed for the Umbrella Final Agreement by the parties to the Umbrella Final Agreement and an implementation plan for each Yukon First Nation Final Agreement developed by Government and that Yukon First Nation.
- 28.3.2 The Umbrella Final Agreement implementation plan and Yukon First Nation Final Agreement implementation plans shall identify:
 - 28.3.2.1 the specific activities and projects required to implement the Settlement Agreements;
 - 28.3.2.2 the economic opportunities for Yukon Indian People resulting from the Settlement Agreements;

- 28.3.2.3 the responsibility for specific activities and projects, the time frames, the costs and which party or parties will bear the costs;
- 28.3.2.4 an information strategy to enhance community and general public awareness of the Settlement Agreements and the implementation plans;
- 28.3.2.5 a process to monitor and evaluate implementation and to amend implementation plans; and
- 28.3.2.6 means by which the implementation of Yukon First Nation Final Agreements and the implementation of Yukon First Nation self-government agreements shall be coordinated.
- 28.3.3 The Umbrella Final Agreement implementation plan shall identify:
 - 28.3.3.1 measures for dealing with the implementation interests of each Yukon First Nation which has yet to conclude negotiation of its Yukon First Nation Final Agreement;
 - 28.3.3.2 implementation tasks that are common to all Yukon First Nation Final Agreements;
 - 28.3.3.3 Legislation required to give effect to Settlement Agreements;
 - 28.3.3.4 the impact of Settlement Agreements on all new or existing Government regulatory regimes;
 - 28.3.3.5 Government programs which should be modified to assist in the implementation of the Settlement Agreements; and
 - 28.3.3.6 resources and means, within the budgets existing from time to time, relating to effective, efficient and environmentally sound Salmon enhancement in the Yukon.
- 28.3.4 All implementation plans shall be governed by principles of accountability and economy.
- 28.3.5 The parties negotiating an implementation plan shall consider including in the implementation plan funding which allows each board listed in 2.12.1 to provide its members with:
 - 28.3.5.1 cross-cultural orientation and education;
 - 28.3.5.2 other training directed to improving members' ability to carry out their responsibilities; and
 - 28.3.5.3 facilities to allow board members to carry out their responsibilities in their traditional languages.
- 28.3.6 Notwithstanding 28.9.1, any funding included in an implementation plan pursuant to 28.3.5 shall be a charge on Government.
- 28.3.7 The parties negotiating an implementation plan shall consider including in the implementation plan provisions for jointly informing members of each board listed in 2.12.1 of the purposes of that board.

Umbrella Final Agreement Implementation Plan

- 28.3.8 The parties to the Umbrella Final Agreement implementation plan shall be Canada, the Yukon and the Council for Yukon Indians acting on its own behalf and on behalf of the Yukon First Nations.
- 28.3.9 The negotiators of the Umbrella Final Agreement implementation plan shall initial an agreement in principle for the implementation plan prior to ratification of the Umbrella Final Agreement by the Yukon First Nations.
- 28.3.10 The Umbrella Final Agreement implementation plan shall be approved by the Council for Yukon Indians before the approval of Government is sought.
- 28.3.10.1 Approval of the Umbrella Final Agreement implementation plan by Canada shall be sought at the same time as ratification of the Umbrella Final Agreement.
- 28.3.11 Each Yukon First Nation, upon the ratification of its Yukon First Nation Final Agreement, shall be deemed to have:
- 28.3.11.1 ratified the Umbrella Final Agreement implementation plan, and all actions taken or to be taken pursuant to that implementation plan by the Council for Yukon Indians on behalf of that Yukon First Nation, including but not limited to any acknowledgements or releases by the Council for Yukon Indians that Government has, or, upon the carrying out of certain tasks set out in the implementation plan, will have satisfied its particular obligations arising from the Umbrella Final Agreement to that Yukon First Nation or the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement; or
- 28.3.11.2 if the Umbrella Final Agreement implementation plan has not then been completed, delegated authority to enter into the Umbrella Final Agreement implementation plan on its behalf to the Council for Yukon Indians, which may include acknowledgements or releases by the Council for Yukon Indians that Government has, or, upon the carrying out of certain tasks set-out in the implementation plan, will have satisfied its particular obligations arising from the Umbrella Final Agreement to that Yukon First Nation or the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement; and
- 28.3.11.3 delegated to the Council for Yukon Indians the authority to provide subsequent acknowledgements or releases to Government in respect of obligations of Government arising from the Umbrella Final Agreement implementation plan to the Yukon First Nation and the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement.

Yukon First Nation Final Agreement Implementation Plan

- 28.3.12 The parties to a Yukon First Nation Final Agreement implementation plan shall be the Yukon First Nation, Canada and the Yukon.
- 28.3.13 Each Yukon First Nation, upon ratification of its Yukon First Nation Final Agreement, shall be deemed to have:
- 28.3.13.1 ratified its Yukon First Nation Final Agreement implementation plan, or if its Yukon First Nation Final Agreement implementation plan has not then been completed, delegated authority to enter into its Yukon First Nation Final Agreement implementation plan to a Yukon First Nation entity named in its Yukon First Nation Final Agreement; and

28.3.13.2 delegated to a Yukon First Nation entity named in the Yukon First Nation Final Agreement the authority to provide acknowledgements or releases to Government in respect of the obligations of Government to the Yukon First Nation and the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement arising from the Yukon First Nation Final Agreement.

Specific Provision

28.3.13.3 The Teslin Tlingit Council Executive is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.

28.4.0 Implementation Planning Working Groups

- 28.4.1 Implementation plans shall be prepared by Implementation Planning Working Groups.
- 28.4.2 For the Umbrella Final Agreement implementation plan, there shall be an Implementation Planning Working Group which shall be established no later than June 1, 1990, consisting of one representative appointed by Canada, one representative appointed by the Yukon and two representatives appointed by Yukon First Nations.
- 28.4.3 For each Yukon First Nation implementation plan, there shall be an Implementation Planning Working Group which shall consist of one representative appointed by Canada, one representative appointed by the Yukon and two representatives of a Yukon First Nation, one of whom may be a Yukon First Nation representative from the Umbrella Final Agreement Implementation Planning Working Group.
- 28.4.4 The Implementation Planning Working Group members may retain the advice of other persons or technical expertise as required.
- 28.4.5 If the Implementation Planning Working Group is unable to reach agreement on a particular issue, that issue shall be referred to the parties nominating the representatives of that Implementation Planning Working Group for resolution.
- 28.4.6 To the extent practicable:
- 28.4.6.1 the work of the Umbrella Final Agreement Implementation Planning Working Group shall be carried out in the Yukon; and
 - 28.4.6.2 the work of each Implementation Planning Working Group for Yukon First Nation Final Agreements shall be carried out in the community of the affected Yukon First Nation.
- 28.4.7 Funding for Yukon First Nation administrative support and for participation of Yukon Indian People and Yukon First Nations in Implementation Planning Working Groups for the Umbrella Final Agreement and Yukon First Nation Final Agreements shall be provided by the Implementation Planning Fund.
- 28.4.8 Implementation plans shall be attached to but not form part of Settlement Agreements and they shall be a contract between the affected parties, except to the extent set out in the plan.

28.4.9 Upon initialling of the Umbrella Final Agreement, Government will investigate its ability to provide funding for the development of implementation plans for the period between initialling of the Umbrella Final Agreement and the establishment of the Implementation Planning Fund.

28.5.0 Yukon First Nation Implementation Fund

28.5.1 The Council for Yukon Indians shall establish a Yukon First Nation Implementation Fund as soon as practicable after the effective date of Settlement Legislation.

28.5.2 The Yukon First Nation Implementation Fund shall be administered either as a charitable trust, a Settlement Corporation or other legal entity.

28.5.3 The objectives of the Yukon First Nation Implementation Fund shall be:

28.5.3.1 to support Yukon First Nations to establish the entities required for a Yukon First Nation to carry out its responsibilities in implementing the Umbrella Final Agreement and a Yukon First Nation Final Agreement; and

28.5.3.2 to support a Yukon First Nation and a Yukon Indian Person to take full advantage of the opportunities, including economic opportunities, arising from the Umbrella Final Agreement and a Yukon First Nation Final Agreement.

28.5.4 As soon as practicable after the effective date of Settlement Legislation, Canada shall provide \$4.0 Million (1990 dollars) to the Council for Yukon Indians, as initial capital for the establishment of the Yukon First Nation Implementation Fund.

28.5.5 No federal, territorial or municipal tax shall be paid by the Council for Yukon Indians in respect of the payments received by the Council for Yukon Indians under 28.5.4.

28.5.6 No federal, territorial or municipal tax shall be paid by the Yukon First Nation Implementation Fund in respect of the payments received by the Fund under 28.5.4.

28.5.7 The indexation of the Yukon First Nation Implementation Fund value from 1990 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.

28.6.0 Training Trust

28.6.1 A Training Trust (the "Trust") having the objective set out in 28.6.4 shall be established by the parties to the Umbrella Final Agreement.

28.6.2 Prior to the effective date of Settlement Legislation, Canada, the Yukon and the Council for Yukon Indians shall enter into an agreement to give effect to the Trust.

28.6.3 The members of the Training Policy Committee or their designates shall serve as the trustees.

28.6.4 The objective of the Trust shall be to advance the training of Yukon Indian People in accordance with the training plan approved under 28.8.1.

28.6.5 As soon as practicable after the effective date of Settlement Legislation, Government shall contribute \$6.5 Million (1988 dollars) to the Trust as follows:

- 28.6.5.1 the Yukon \$3.25 Million; and
- 28.6.5.2 Canada \$3.25 Million.
- 28.6.6 The indexation of the Trust value from November 1, 1988 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.
- 28.6.7 Except for reasonable costs associated with the administration of the Trust, all expenditures from the Trust shall be directed toward training of Yukon Indian People in accordance with the training plan approved under 28.8.1.
- 28.6.8 No federal, territorial or municipal tax shall be paid by the Trust in respect of the payments received by the Trust under 28.6.5.
- 28.6.9 Subject to the terms of the agreement referred to in 28.6.2, no federal, territorial or municipal tax shall be paid by the Trust in respect of any income earned by the Trust.
- 28.6.10 The Trust capital may be increased by a donation, grant and other source of funds.
- 28.6.11 Subject to the terms of the agreement referred to in 28.6.2, the Trust shall be deemed to be a charitable organization for purposes of granting a receipt to a Person making a gift to the Trust.
- 28.7.0 Training Policy Committee**
- 28.7.1 The Training Policy Committee ("the Committee") shall be established no later than July 1, 1990, consisting of five representatives, one representative nominated by Canada, one representative nominated by the Yukon, and three representatives nominated by the Council for Yukon Indians.
- 28.7.2 Government and the Council for Yukon Indians shall approve nominations for appointment to the Committee on or before the date of Government ratification of the Umbrella Final Agreement.
- 28.7.3 Government shall nominate representatives who are senior officials who have authority to represent Government in education and training matters.
- 28.7.4 The Committee shall:
 - 28.7.4.1 establish training programs for Yukon Indian People;
 - 28.7.4.2 develop a training plan which addresses matters identified in the implementation plans;
 - 28.7.4.3 develop a work plan to be included in the Umbrella Final Agreement implementation plan;
 - 28.7.4.4 develop guidelines for expenditure of money from the Trust;
 - 28.7.4.5 expend the money in the Trust in accordance with the approved work plan;
 - 28.7.4.6 prepare an annual report to be delivered to the parties to the Umbrella Final Agreement; and

28.7.4.7 establish consultative arrangements between Government and Yukon First Nations to ensure effective and economical integration of existing programs with new programs established by the training plan.

28.8.0 Training for Settlement Implementation

28.8.1 The training plan developed by the Committee shall be submitted to Government and the Council for Yukon Indians for their review and approval prior to the effective date of Settlement Legislation.

28.8.2 The training plan shall identify specific training activities intended to meet the objectives of this chapter.

28.8.3 The training plan shall identify existing Government training programs which are available for training Yukon Indian People and shall, within existing budgets, propose modifications to those programs required to make them more responsive to training requirements identified under 28.8.2.

28.8.4 The training plan, to the extent practicable, shall reflect the training priorities established for implementation by the Implementation Planning Working Groups.

28.8.5 Each party shall pay its own expenses for participation in the Committee.

28.9.0 General

28.9.1 Except as provided pursuant to 2.12.2.9 and 28.6.5, and except as may be provided pursuant to 28.3.5, Government shall have no obligation pursuant to any Settlement Agreement to fund training for Yukon Indian People.

28.9.2 Nothing in 28.9.1 shall be construed to limit the application of existing or future training programs which may be available for training Yukon Indian People.

28.9.3 Prior to ratification of the Umbrella Final Agreement by Yukon First Nations, Government shall investigate and report to the Council for Yukon Indians on its ability to fund the Training Trust as soon as possible after the date of ratification.

28.9.4 Any contribution made to the Trust pursuant to 28.9.3 shall be deducted from the Government contribution described in 28.6.5.

28.9.5 Nothing in this chapter shall be construed to affect the ability of a Yukon Indian Person to participate in and benefit from Government training programs existing from time to time.

APPENDIX A - SETTLEMENT LAND DESCRIPTIONS

1.0 Definitions

In this appendix, the following definitions shall apply.

"Airport Zoning Controls" means land use regulations enacted pursuant to the Aeronautics Act, R.S.C. 1985, c. A-2 and in the absence of regulations, means such restrictions on the use and development of land as are required to meet the standards set out in a publication of the Air Navigation System Directorate, Department of Transport, Canada, titled "Land Use in the Vicinity of Airports" and bearing departmental reference TP1247, as amended from time to time.

"Quarrying Right" means a right of Government to operate a Quarry identified under 18.2.2 or 18.2.5 in accordance with 18.2 and Laws which apply to Crown Land and includes a right of ingress and egress between a Quarry and a highway across Settlement Land and the right to construct, upgrade and maintain any roads required therefor, provided that if there is a road between a Quarry and a highway across Settlement Land Government's right of ingress and egress shall be limited to that road.

"Realigned Roadway" means that portion of a Major Highway on Settlement Land which, as a result of reconstruction and realignment of a Major Highway occurring prior to the Effective Date of this Agreement, ceases to be used as part of the Major Highway in fact, notwithstanding it remains a portion of a "highway" within the meaning of the Highways Act, S.Y. 1991, c. 7 until closed.

"Special Condition" means a right-of-way, easement, reservation, exception, restriction or special condition, whether an interest in land or not, which did not exist prior to the Effective Date of this Agreement.

"Specified Access Right" means:

- (a) unless otherwise provided in this appendix, a sixty metre wide right-of-way being thirty metres each side of the centre line of an existing highway; and
- (b) a right of Government to regulate the use of the right-of-way described in (a) as a highway and the use and operation of motor vehicles thereon in accordance with Laws which apply to lands under the administration and control of the Commissioner, and to maintain the right-of-way.

2.0 General

- 2.1 The parties have made best efforts to list, in the description of each Parcel, all rights-of-way, easements, reservations, exceptions, restrictions, and other interests, whether interests in land or not, which apply to that Parcel as of the Effective Date of this Agreement but the listing is for information only and does not limit the application of 5.4.2 to a Parcel.

- 2.2 The listing in the description of a Parcel of a right-of-way, easement, reservation, exception, restriction, or other interest, whether an interest in land or not, as an interest existing prior to the Effective Date of this Agreement is not a warranty that the interest is a valid, subsisting interest.
- 2.3 The maps and Parcel descriptions, including plans and map references where available, required by 5.3.1 and referred to in this appendix are comprised of:
- 2.3.1 those Territorial Resource Base Maps, the Reference Plan of Teslin and any inset sketches and other sketches which are set out in Appendix B - Maps, which forms a separate volume of this Agreement; and
- 2.3.2 the specific descriptions for each Parcel set out in this appendix.
- 2.4 Unless otherwise provided in this appendix, references to Parcel identifiers, applications, reservations, notations, plans, rights-of-way, easements and reference plans in this appendix are references to Parcel identifiers, applications, reservations, notations, plans, rights-of-way, easements and reference plans recorded in:
- 2.4.1 the land records of the Northern Affairs Program - Department of Indian Affairs and Northern Development;
- 2.4.2 the land records of the Lands Branch - Department of Community and Transportation Services;
- 2.4.3 the Land Titles Office; or
- 2.4.4 the Canada Lands Surveys Records,
- as the case may be.
- 3.0 Interests Referred to in 5.4.2.5**
- 3.1 A Special Condition shall be listed in 3.2 or in the description of a Parcel and the listing of a Special Condition creates that Special Condition.
- 3.2 Parcels are subject to the following Special Conditions:
- 3.2.1 unless otherwise provided in this appendix, all routes referred to in 6.3.1.2 include as part of the route a ten metre wide public right-of-way for the purposes stated in 6.3.1;
- 3.2.2 unless otherwise provided in this appendix, all roads and routes included in a Parcel of Developed Settlement Land are Undeveloped Settlement Land;
- 3.2.3 unless otherwise provided in this appendix, the boundaries of a right-of-way shall be located one half of the width of the right-of-way on either side of the general centre line of the road or route, and one half of the width of the right-of-way on each side of the proposed centre line of a future road or route;
- 3.2.4 unless otherwise provided in this appendix, all routes, roads and rights-of-way referred to in this appendix, including Specified Access Rights, are for the benefit of the general public and Persons and vehicles;

- 3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road or highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;
- 3.2.6 Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of the Teslin Tlingit Council, rehabilitate Settlement Land used as part of that haul road;
- 3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of the Teslin Tlingit Council, or, failing consent, an order of the Surface Rights Board setting out the terms and conditions of such significant alteration;
- 3.2.8 unless otherwise provided in this appendix, a Realigned Roadway is subject to a Specified Access Right;
- 3.2.9 Government may, following Consultation with the Teslin Tlingit Council, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be;
- 3.2.10 if Government closes a Realigned Roadway which connects a Major Highway to a reservation by notation in favour of the Northern Pipeline Agency, the Realigned Roadway shall be subject to a right of Foothills Pipe Lines (South Yukon) Ltd. to construct, upgrade and maintain a road to be used for the construction, operation and maintenance of a "pipeline" as defined in the Northern Pipeline Act, R.S.C. 1985 c. N - 26; and
- 3.2.11 Parcels will be subject to the temporary access corridors, permanent access corridors and reservations by notation as shown in the Alaska Highway Gas Pipe Line Project (Yukon Section) Route Maps, Revised 88-07, prepared by Foothills Pipe Lines (South Yukon) Ltd. as if those corridors and reservations were reservations by notation for Northern Pipeline Agency within the meaning of 5.4.2 for all purposes of this Agreement and subject to the Northern Pipeline Act, R.S.C. 1985 c. N - 26.

Settlement Land Descriptions of the Teslin Tlingit Council

R-1A Category A, being the Parcel shown as R-1A on Territorial Resource Base Maps 105 C/7, 105 C/8, 105 C/10 and 105 C/15, dated December 14, 1992, having as a westerly boundary the easterly bank of the Nisutlin River and as an easterly boundary the easterly bank of Thirty Mile Creek,

but for greater certainty, not including:

- the land described in Reservation 105C07-0000-00001;

subject to the following Special Condition:

- the Parcel is to be adjusted pursuant to 15.6.2 by adjustment of the northerly boundary of the Parcel so that the total surveyed area of Category A Settlement Land of the Teslin Tlingit Council is 1230.24 square kilometres,

having an area of approximately 590.63 square kilometres.

R-2A Category A, being the Parcel shown as R-2A on Territorial Resource Base Maps 105 C/1 and 105 C/2, dated December 14, 1992, having as a northerly boundary the southerly bank of Eagle Bay, as an easterly boundary the westerly boundary of the ten metre right-of-way for the portion of the road adjacent to Parcel R-2A designated as Tintina Road on Territorial Resource Base Map 105 C/1 and as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including Lot 7, Group 755, Plan 51029 CLSR, 24859 LTO and the portion of the land described in Reservation 105C02-0000-00006 lying north of the right-of-way for the Major Highway known as the Alaska Highway,

not including:

- the land for a bridgehead reserve at Hays Creek described as Sketch 1 on Territorial Resource Base Map 105 C/1;
- the land for a compressor station and an access road described as Sketch 3 on Territorial Resource Base Map 105 C/2;

but for greater certainty, not including:

- the land described in Lease 105C02-0000-00048;

subject to:

- the easement described in Certificate of Title 84Y726;
- Reservation 105C01-0000-00023;
- Reservation 105C01-0000-00007;

subject to the following Special Conditions:

- a Quarrying Right on Reservation 105C01-0000-00023;
- a Quarrying Right on Reservation 105C01-0000-00007;
- Government shall reduce the size of Reservation 105C01-0000-00007 by deleting all that portion of the reservation west of Hays Creek,

having an area of approximately 119.11 square kilometres.

R-3B Category B, being the Parcel shown as R-3B on Territorial Resource Base Maps 105 B/4 and 105 C/1, dated December 14, 1992, having as an easterly boundary the westerly banks of Morley Lake and the Morley River and as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and the northerly bank of the Morley River,

not including:

- the land for a bridgehead reserve at the Morley River described as Sketch 2 on Territorial Resource Base Map 105 C/1;

subject to:

- Reservation 105C01-0000-00003;
- Reservation 105C01-0000-00009;

subject to the following Special Conditions:

- a Quarrying Right on Reservation 105C01-0000-00003;
- a Quarrying Right on Reservation 105C01-0000-00009;
- Government shall reduce, on or before the Effective Date of this Agreement, the size of Reservation 105C01-0000-00003 to encompass the gravel stockpile site and shall cancel the Reservation after determining the stockpile has been removed;
- Government shall reduce, on or before the Effective Date of this Agreement, the size of Reservation 105C01-0000-00009 to encompass the gravel stockpile site and shall cancel the Reservation after determining the stockpile has been removed,

having an area of approximately 55.22 square kilometres.

R-4A Category A, being the Parcel shown as R-4A on Territorial Base Maps 105 B/11 and 105 B/12, dated December 14, 1992, having as a northwesterly boundary the southeasterly bank of Wolf Lake and as a northerly boundary the southerly bank of Irvine Creek,

having an area of approximately 53.19 square kilometres.

R-5A Category A, being the Parcel shown as R-5A on Territorial Resource Base Maps 105 C/6 and 105 C/11, dated December 14, 1992, having as a northwesterly boundary the southeasterly boundary of the right-of-way for the Major Highway known as the Canol Road and as a southwesterly boundary the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

but for greater certainty, not including:

- Lot 42, Group 805, Plan 58315 CLSR, 39014 LTO;
- Lot 63, Group 805, Plan 60966 CLSR, 46833 LTO;
- the land described in Reservation 105C06-0000-00045;

subject to the following Special Conditions:

- Reservation 105C06-0000-00045 shall be increased to an area of approximately ten hectares shown approximately as Sketch 1 on Territorial Resource Base Map 105 C/6;
- the Yukon, following consultation with the Teslin Renewable Resource Council, may from time to time stock Haircut Lake with fish,

having an area of approximately 12.92 square kilometres.

R-6A Category A, being the Parcel shown as R-6A on Territorial Resource Base Maps 105 C/6 and 105 C/7, dated December 14, 1992, having as a southwesterly boundary the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southeasterly boundary the northwesterly bank of Deadman Creek,

not including:

- the land for a bridgehead reserve at Deadman Creek described as Sketch 2 on Territorial Resource Base Map 105 C/6;
- the land for a bridgehead reserve at a creek designated as Robertsons Creek described as Sketch 3 on Territorial Resource Base Map 105 C/6;

subject to:

- the easement described in Certificate of Title 84Y726,

having an area of approximately 23.65 square kilometres.

R-7A Category A, being the Parcel shown as R-7A on Territorial Resource Base Maps 105 C/6 and 105 C/7, dated December 14, 1992, having as a westerly boundary the easterly bank of Deadman Creek;

subject to the following Special Conditions:

- any reservation established for the Yukon as a result of Application 13687;
- a Quarrying Right on any reservation established for the Yukon as a result of Application 13687;
- Deadman Creek Road:
 - (1) a Specified Access Right shall apply on the right-of-way for the road shown approximately by a dashed line designated as Deadman Creek Road on Territorial Resource Base Maps 105 C/6 and 105 C/7;
- Deadman Creek Road Extension:
 - (1) following Consultation with the Teslin Tlingit Council, the Yukon shall have a right to construct a road on a 60 metre right-of-way shown approximately by a dashed line designated as Deadman Creek Road Extension on Territorial Resource Base Map 105 C/7;
 - (2) the Yukon shall provide the Teslin Tlingit Council with a right of first refusal to accept any construction contract offered by the Yukon for the construction referred to in (1) of that portion of the road to be situate upon Settlement Land, which right of first refusal shall be offered in the following manner:
 - (i) the Yukon shall provide written notice to the Teslin Tlingit Council specifying the terms and conditions of the contract;
 - (ii) if the Teslin Tlingit Council does not tender acceptance within 30 days of the date upon which it received notice of the contract, the Yukon may offer the contract publicly upon the same terms and conditions as it was offered to the Teslin Tlingit Council; and
 - (ii) if the contract offered publicly is not accepted, the Yukon may re-offer the contract to the Teslin Tlingit Council on new terms and conditions but otherwise in accordance with the procedure set out in (i) and (ii); and

- (3) a Specified Access Right shall apply on the right-of-way situate upon Settlement Land for the road referred to in (1), but the Specified Access Right shall not affect the application of Chapter 16 - Fish and Wildlife, including the exercise of Harvesting Rights provided therein,

having an area of approximately 31.82 square kilometres.

R-8A Category A, being the Parcel shown as R-8A on Territorial Resource Base Maps 105 C/2, 105 C/3, 105 C/6, and 105 C/7, dated December 14, 1992, having as a northeasterly boundary the southwesterly bank of Teslin Lake,

having an area of approximately 228.13 square kilometres.

R-9A Category A, being the Parcel shown as R-9A on Territorial Resource Base Maps 105 C/13 and 105 D/16, dated December 14, 1992, having as a northeasterly boundary the southwesterly bank of the Teslin River,

having an area of approximately 27.63 square kilometres.

R-10A Category A, being the Parcel shown as R-10A on Territorial Resource Base Maps 105 C/12 and 105 C/13, dated December 14, 1992, having as a southwesterly boundary the northeasterly bank of the Teslin River and as a northwesterly boundary the southeasterly bank of Hundred Mile Creek,

having an area of approximately 60.00 square kilometres.

R-11B Category B, being the Parcel shown as R-11B on Territorial Resource Base Maps 105 C/5 and 105 C/6, dated December 14, 1992, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and the southerly bank of Little Teslin Lake, as an easterly boundary the westerly bank of the Teslin River and Teslin Lake and as a westerly boundary the easterly banks of Seaforth Creek and Seaforth Lake,

not including:

- the land for a bridgehead reserve at the Teslin River described on Inset Sketch 1 on Territorial Resource Base Map 105 C/6;

but for greater certainty, not including:

- Lot 15, Group 805, Plan 41882 CLSR, 20575 LTO;

subject to:

- Reservation 105C06-0000-00009;
- Reservation 105C05-0000-00008;
- the easement described in Certificate of Title 84Y726;

subject to the following Special Conditions:

- a Quarrying Right on Reservation 105C06-0000-00009;
- a Quarrying Right on Reservation 105C06-0000-00008;
- the Yukon, following consultation with the Teslin Renewable Resource Council, may from time to time stock an unnamed lake designated as Silver Dollar Lake on Territorial Resource Base Map 105 C/6 with fish;

- Airport Zoning Controls shall apply in respect of Squanga Lake Airfield;
- any easement to be established in respect of existing utility lines on Parcel R-11B;
- Seaforth Lake Road:
 - a Specified Access Right shall apply on a 30 metre right-of-way for a road shown approximately by a dashed line designated as Seaforth Lake Road on Territorial Resource Base Map 105 C/5;
- Seaforth Lake Road Extension:
 - (1) following Consultation with the Teslin Tlingit Council, the Yukon shall have the right to construct a road on a 30 metre right-of-way shown approximately by a dashed line designated as Seaforth Lake Road Extension on Territorial Resource Base Map 105 C/5;
 - (2) the Yukon shall provide the Teslin Tlingit Council with a right of first refusal to accept any construction contract offered by the Yukon for the construction referred to in (1) of that portion of the road to be situate upon Settlement Land, which right of first refusal shall be offered in the following manner:
 - (i) the Yukon shall provide written notice to the Teslin Tlingit Council specifying the terms and conditions of the contract;
 - (ii) if the Teslin Tlingit Council does not tender acceptance within 30 days of the date upon which it received notice of the contract, the Yukon may offer the contract publicly upon the same terms and conditions as it was offered to the Teslin Tlingit Council; and
 - (ii) if the contract offered publicly is not accepted, the Yukon may re-offer the contract to the Teslin Tlingit Council on new terms and conditions but otherwise in accordance with the procedure set out in (i) and (ii); and
 - (3) a Specified Access Right shall apply on the right-of-way situate upon Settlement Land for the road referred to in (1), but the Specified Access Right shall not affect the application of Chapter 16 - Fish and Wildlife, including the exercise of Harvesting Rights provided therein;
 - Alaska Highway Extension and Bridgehead:
 - (1) at any time within five years of the Effective Date of this Agreement and following Consultation with the Teslin Tlingit Council, the Yukon may survey:
 - (i) a 300 metre by 150 metre bridgehead reserve at the Teslin River shown approximately by a dotted line on Territorial Resource Base Map 105 C/6, to allow for the construction of a bridge across the Teslin River; and
 - (ii) a 90 metre right-of-way for a highway from the Major Highway known as the Alaska Highway to the bridgehead reserve referred to in (i), shown approximately by a dashed line on Territorial Resource Base Map 105 C/6, to allow for the relocation of the Major Highway known as the Alaska Highway;
 - (2) a copy of any survey prepared by the Yukon pursuant to (1) shall be provided to the Teslin Tlingit Council upon its completion;

- (3) pursuant to 9.6.0 and subject to the Yukon satisfying any other applicable requirements provided for in this Agreement, after having completed the survey referred to in (1) and at any time within 50 years of the Effective Date of this Agreement, the Yukon may, upon providing 60 days written notice to the Teslin Tlingit Council and Canada of its intention to construct a bridge on the lands referred to in (1)(i) and a highway on the lands referred to in (1)(ii) in accordance with the survey, commence such construction, notwithstanding the absence of a transfer of Crown Land to the Teslin Tlingit Council, as provided for in (5) and (7);
- (4) forthwith upon receipt of the written notice referred to in (3), the Teslin Tlingit Council shall transfer to the Yukon all its right, title and interest in and to the lands referred to in (1)(i) and (1)(ii);
- (5) in exchange for the transfer referred to in (4), such Crown Land within the Traditional Territory of the Teslin Tlingit Council as to which Canada, the Yukon and the Teslin Tlingit Council may agree, shall be transferred by Government to the Teslin Tlingit Council in fee simple and shall be designated as Category B Settlement Land;
- (6) forthwith after the Teslin Tlingit Council have received the written notice referred to in (3), the parties shall attempt to reach an agreement in accordance with (5);
- (7) if the parties are unable, for any reason, to reach agreement referred to in (5), the Surface Rights Board, upon the application of any one of the parties, shall determine which Crown Land within the Traditional Territory of the Teslin Tlingit Council shall be transferred to the Teslin Tlingit Council in fee simple and designated as Category B Settlement Land and, in making its determination, the Surface Rights Board shall take into account the following:
 - (i) any cultural or other special value to the Teslin Tlingit Council of the lands referred to in (1)(i) and (1)(ii); and
 - (ii) considerations set out in 7.5.2.6 and 9.5.6;
- (8) any land, transferred to the Teslin Tlingit Council pursuant to an agreement reached in accordance with (5) or by an order of the Surface Rights Board in accordance with (7), shall be its full and only compensation for the transfer referred to in (4);
- (9) the Teslin Tlingit Council shall not allow any development on the lands referred to in (1)(i) and (1)(ii) for a period of 50 years from the Effective Date of this Agreement;
- (10) if the survey referred to in (1) is not completed within five years of the Effective Date of this Agreement, the provisions of (9) shall cease to apply; and
- (11) if, at any time prior to the transfer referred to in (4) and within 50 years of the Effective Date of this Agreement, the Yukon commences construction of a bridge to replace the Johnson's Crossing Bridge other than at the location referred to in (1), the provisions of this Alaska Highway Extension and Bridgehead Special Condition shall upon such commencement cease to be of any further force or effect;

- Teslin Lake Road:
- (1) following Consultation with the Teslin Tlingit Council, the Yukon shall have the right to construct a road on a 60 metre right-of-way from the right-of-way for the Major Highway known as the Alaska Highway to the southerly boundary of the Parcel shown approximately by a dashed line designated as Teslin Lake Road on Territorial Resource Base Map 105 C/6 which right-of-way includes a portion of the right-of-way designated as Alaska Highway Extension on Territorial Resource Base Map 105 C/6;
- (2) the Yukon shall provide the Teslin Tlingit Council with a right of first refusal to accept any construction contract offered by the Yukon for the construction referred to in (1) of that portion of the road to be situate upon Settlement Land, which right of first refusal shall be offered in the following manner:
 - (i) the Yukon shall provide written notice to the Teslin Tlingit Council specifying the terms and conditions of the contract;
 - (ii) if the Teslin Tlingit Council does not tender acceptance within 30 days of the date upon which it received notice of the contract, the Yukon may offer the contract publicly upon the same terms and conditions as it was offered to the Teslin Tlingit Council;
 - (iii) if the contract offered publicly is not accepted, the Yukon may re-offer the contract to the Teslin Tlingit Council on new terms and conditions but otherwise in accordance with the procedure set out in (i) and (ii);
- (3) a Specified Access Right shall apply on a right-of-way situate upon Settlement Land for the road referred to in (1), but the Specified Access Right shall not affect the application of Chapter 16 - Fish and Wildlife, including the exercise of Harvesting Rights provided therein;

provided that:

- no later than the Effective Date of this Agreement, the Carcross/Tagish First Nation Council provides the parties with a resolution consenting to the Teslin Tlingit Council selecting those lands shown as the cross-hatched area on Parcel R-11B on Territorial Resource Base Map 105 C/5, failing which those lands shall not become Settlement Lands,

having an area of approximately 79.44 square kilometres.

R-12A Category A, being the Parcel shown as R-12A on Territorial Resource Base Map 105 C/11, dated December 14, 1992, having as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Canol Road,

not including:

- the land for a bridgehead reserve at Murphy Creek described as Sketch 1 on Territorial Resource Base Map 105 C/11,

having an area of approximately 25.40 square kilometres.

R-13A Category A, being the Parcel shown as R-13A on Territorial Resource Base Map 105 C/7, dated December 14, 1992, having as a southwesterly boundary the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, Plan 40368 CLSR, 22310 LTO and as a northeasterly boundary the southwesterly boundary of a 90 metre right-of-way for the Major Highway known as the Alaska Highway, which 90 metre right-of-way shall be surveyed on or before the date of survey of this Parcel,

subject to the following Special Condition:

- the Yukon shall reduce the right-of-way for that portion of the Major Highway known as the Alaska Highway, Plan 40368 CLSR, 22310 LTO which is adjacent to the Parcel to a 30 metre right-of-way,

having an area of approximately 0.37 square kilometres.

R-14A Category A, being the Parcel shown as R-14A on Territorial Resource Base Maps 105 C/2 and 105 C/7, dated December 14, 1992, having as a southerly boundary the northerly boundary of the easement described in Certificate of Title 84Y726 and as an easterly boundary the westerly bank of Fox Creek,

subject to the following Special Condition:

- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome,

having an area of approximately 31.09 square kilometres.

R-15B Category B, being the Parcel shown as R-15B on Territorial Resource Base Map 105 C/7, dated December 14, 1992, having as an easterly boundary the westerly bank of the Nisutlin River,

but for greater certainty, not including:

- the land described in Reservation 105C07-0000-00001,

having an area of approximately 45.21 square kilometres.

R-16A Category A, being the Parcel shown as R-16A on Territorial Resource Base Map 105 C/1, dated December 14, 1992, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as southerly and westerly boundaries the northerly and easterly banks, respectively, of the Morley River,

subject to:

- the easement described in Certificate of Title 84Y726;

subject to the following Special Condition:

- pursuant to 7.8.0, a Flooding Right shown approximately by a dash-dot line on Territorial Resource Base Map 105 C/1, for the purposes of a hydro-electric or water storage project for the Morley River Hydro Project,

having an area of approximately 4.55 square kilometres.

R-17A Category A, being the Parcel shown as R-17A on Territorial Resource Base Map 105 B/2, dated December 14, 1992, having as a northerly boundary the southerly bank of an unnamed creek, as an easterly boundary the westerly boundary of the 60 metre right-of-way for the road designated as Daughney Lake Road on Territorial Resource Base Map 105 B/2 and as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including the land described as Lot 7, Group 756, Plan 41889 CLSR, 20592 LTO, Lots 43,44,45,46 and 47, Group 756, Plan 43620 CLSR, 59857 LTO and the land described in Reservation 105B02-0000-00011 being Lot 1006, Quad 105 B/2, Plan 71792 CLSR, 88-179 LTO,

but for greater certainty, not including:

- the land described in Reservation 105B02-0000-00005 being Lot 1, Group 756, Plan 40320 CLSR;

subject to the following Special Condition:

- Airport Zoning Controls shall apply in respect of Pine Lake Airfield,

having an area of approximately 20.22 square kilometres.

R-18B Category B, being the Parcel shown as R-18B on Territorial Resource Base Maps 105 C/7 and 105 C/10, dated December 14, 1992, having as an easterly boundary the westerly bank of the Nisutlin River,

having an area of approximately 52.23 square kilometres.

R-19B Category B, being the Parcel shown as R-19B on Territorial Resource Base Maps 105 C/10, 105 C/11, 105 C/14 and 105 C/15, dated December 14, 1992, having as an easterly boundary the westerly bank of the Nisutlin River and as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Canol Road,

not including:

- the land for a bridgehead reserve at Sidney Creek described on Inset Sketch on Territorial Resource Base Map 105 C/14;
- the land for a bridgehead reserve at Evelyn Creek described as Sketch 1 on Territorial Resource Base Map 105 C/14;

but for greater certainty, not including:

- the land described in Reservation 105C14-0000-00002,

having an area of approximately 57.81 square kilometres.

R-20A Category A, being the Parcel shown as R-20A on Territorial Resource Base Maps 105 C/1 and 105 C/2, dated December 14, 1992, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southerly boundary the northerly bank of Morley Bay, including the portion of the land described in Reservation 105C02-0000-00006 lying south of the right-of-way for the Major Highway known as the Alaska Highway,

not including:

- the land between Lot 1, Group 755, Plan 42770 CLSR, 21586 LTO and the ordinary high water mark of Teslin Lake described as Sketch 4 on Territorial Resource Base Map 105 C/2;

but for greater certainty, not including:

- Lot 1, Group 755, Plan 42770 CLSR, 21586 LTO;

subject to:

- Licence of Occupation 105C02-0000-00033,

having an area of approximately 3.64 square kilometres.

R-21B Category B, being the Parcel shown as R-21B on Territorial Resource Base Maps 105 C/7, 105 C/8, 105 C/9, 105 C/10, 105 C/15 and 105 C/16, dated December 14, 1992, having as a westerly boundary the easterly bank of Thirty Mile Creek and as easterly and southerly boundaries the westerly and northerly banks, respectively, of the Wolf River,

subject to the following Special Conditions:

- the Parcel is to be adjusted pursuant to 15.6.2 by adjustment of the northeasterly boundary of the Parcel so that the total surveyed area of Settlement Land of the Teslin Tlingit Council is 2427.29 square kilometres;
- if Parcels C-6B and C-33B are established as a Reserve pursuant to 4.3.6.1, the total surveyed area shall be 2426.59 square kilometres,

having an area of approximately 867.81 square kilometres.

R-22B Category B, being the Parcel shown as R-22B on Territorial Base Map 105 C/5, dated December 14, 1992, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southerly boundary the northerly bank of Seaforth Creek,

not including:

- the land for a bridgehead reserve at Seaforth Creek described as Sketch 1 on Territorial Resource Base Map 105 C/5;

provided that:

- no later than the Effective Date of this Agreement, the Carcross/Tagish First Nation Council provides the parties with a resolution consenting to the Teslin Tlingit Council selecting those lands shown as the cross-hatched area on Parcel R-22B on Territorial Resource Base Map 105 C/5, failing which those lands shall not become Settlement Lands,

having an area of approximately 0.13 square kilometres.

R-23B Category B, being the Parcel shown as R-23B on Territorial Base Maps 105 B/12 and 105 B/13, dated December 14, 1992, having as a westerly boundary the easterly bank of Wolf Lake,

having an area of approximately 0.92 square kilometres.

R-24B Category B, being the Parcel shown as R-24B on Territorial Resource Base Map 105 B/13, dated December 14, 1992, having as an easterly boundary the westerly banks of Caribou Lakes,

having an area of approximately 6.78 square kilometres.

R-25B Category B, being the Parcel shown as R-25B on Territorial Resource Base Map 105 B/6, dated December 14, 1992, having as a northerly boundary the southerly banks of Ice Lakes,

having an area of approximately 2.84 square kilometres.

R-26B Category B, being the Parcel shown as R-26B on Territorial Resource Base Map 105 C/6, dated December 14, 1992, having as a westerly boundary the easterly bank of Teslin Lake and as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including Lot 21, Group 805, Plan 42792 CLSR, 21630 LTO and Lot 10, Group 805, Plan 41593 CLSR, 20081 LTO and the land described in:

- Reservation 105C06-0000-00001 being Lot 1007, Quad 105 C/6, Plan 71681 CLSR, 88-160 LTO;
- Reservation 105C06-0000-00002 being Lot 1008, Quad 105 C/6, Plan 71681 CLSR, 88-160 LTO;
- Reservation 105C06-0000-00004 being Lot 1003, Plan 68419 CLSR, 66657 LTO;

but for greater certainty, not including:

- Lot 1004, Quad 105 C/6, Plan 68960 CLSR, 70039 LTO;
- Lots 56 & 57, Group 805, Plan 60588 CLSR, 45280 LTO;
- Lots 1000 and 1001, Quad 105 C/6, Plan 64768 CLSR, 53420 LTO;

subject to the following Special Conditions:

- any easement to be established in respect of existing utility lines on Parcel R-26B;
- a Specified Access Right on a 30 metre right-of-way for a road shown approximately by a dashed line designated as Brooks Brooks Road on Territorial Resource Base Map 105 C/6,

having an area of approximately 0.85 square kilometres.

R-27B Category B, being the Parcel shown as R-27B on Territorial Resource Base Map 105 F/2, dated December 14, 1992, having as an easterly boundary the westerly bank of the Nisutlin River and as a northerly boundary the southerly bank of an unnamed creek,

having an area of approximately 2.20 square kilometres.

S-1B Proposed Site Specific Settlement Land, being the area shown as S-1B, at McCleary Creek, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-1B1,

having an area of approximately 5.00 hectares.

- S-2B Proposed Site Specific Settlement Land, being the area shown as S-2B, at Bryde Lake Island, on Territorial Resource Base Map 105 C/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-2B1, having an area of approximately 0.50 hectares.
- S-3B Proposed Site Specific Settlement Land, being the area shown as S-3B, at Bryde Lake, on Territorial Resource Base Map 105 C/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-3B1, having an area of approximately 8.00 hectares.
- S-4B Proposed Site Specific Settlement Land, being the area shown as S-4B, at an unnamed lake northwest of Bryde Lake, on Territorial Resource Base Map 105 C/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-4B1, having an area of approximately 12.00 hectares.
- S-5B Proposed Site Specific Settlement Land, being the area shown as S-5B, at Nuska Lake, on Territorial Resource Base Map 105 C/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-5B1, having an area of approximately 2.50 hectares.
- S-6B Proposed Site Specific Settlement Land, being the area shown as S-6B, at an unnamed lake north of the Alaska Highway, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-6B1, having an area of approximately 8.00 hectares.
- S-7B Proposed Site Specific Settlement Land, being the area shown as S-7B, at the Alaska Highway, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-7B1, having an area of approximately 6.00 hectares.
- S-8B Proposed Site Specific Settlement Land, being the area shown as S-8B, at Strawberry Lake, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-8B1, having an area of approximately 5.00 hectares.
- S-10B Proposed Site Specific Settlement Land, being the area shown as S-10B, at the Alaska Highway, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-10B1, having an area of approximately 25.00 hectares.

- S-11B Proposed Site Specific Settlement Land, being the area shown as S-11B, at Morley Bay, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-11B1,
having an area of approximately 2.00 hectares.
- S-12B Proposed Site Specific Settlement Land, being the area shown as S-12B, at Teslin Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-12B1,
having an area of approximately 8.00 hectares.
- S-13B Proposed Site Specific Settlement Land, being the area shown as S-13B, at Teslin Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-13B1,
having an area of approximately 4.00 hectares.
- S-14B Proposed Site Specific Settlement Land, being the area shown as S-14B, at the Alaska Highway, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin remnant, to be known as S-14B1,
having an area of approximately 1.00 hectare.
- S-15B Proposed Site Specific Settlement Land, being the area shown as S-15B, at Morley Bay, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-15B1,
having an area of approximately 1.00 hectare.
- S-16B Proposed Site Specific Settlement Land, being the area shown as S-16B, at Teslin Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-16B1,
having an area of approximately 4.00 hectares.
- S-17B Proposed Site Specific Settlement Land, being the area shown as S-17B, at Big Island in Teslin Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-17B1,
having an area of approximately 4.00 hectares.

- S-18B Proposed Site Specific Settlement Land, being the area shown as S-18B, at Grayling Lake, on Territorial Resource Base Map 105 C/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin remnant, to be known as S-18B1 and which may also be referred to as T'ase Aayi,
- having an area of approximately 8.00 hectares.
- S-19B Proposed Site Specific Settlement Land, being the area shown as S-19B, at Teslin Lake, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-19B1,
- having an area of approximately 6.00 hectares.
- S-20B Proposed Site Specific Settlement Land, being the area shown as S-20B, at Teslin Lake, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-20B1,
- having an area of approximately 8.00 hectares.
- S-21B Proposed Site Specific Settlement Land, being the area shown as S-21B, at Teslin Lake, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-21B1 and which may also be referred to as Sha Tlein Heeni Wat,
- having an area of approximately 6.00 hectares.
- S-24B Proposed Site Specific Settlement Land, being the area shown as S-24B, at the Teslin River, on Territorial Resource Base Map 105 C/6 and 105 C/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-24B1 and which may also be referred to as Shaa x'a eeti,
- having an area of approximately 25.00 hectares.
- S-25B Proposed Site Specific Settlement Land, being the area shown as S-25B, at the Teslin River, on Territorial Resource Base Map 105 C/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-25B1 and which may also be referred to as Sha al X'a ceti,
- having an area of approximately 25.00 hectares.
- S-26B Proposed Site Specific Settlement Land, being the area shown as S-26B, at the Teslin River, on Territorial Resource Base Map 105 C/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-26B1 and which may also be referred to as Dasgwa'ange Heeni wat,
- having an area of approximately 5.00 hectares

- S-27B Proposed Site Specific Settlement Land, being the area shown as S-27B, at Henry Island, on Territorial Resource Base Map 105 C/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including improvements consisting of cabins, to be known as S-27B1 and which may also be referred to as Xaat thein,
- having an area of approximately 2.00 hectares.
- S-28B Proposed Site Specific Settlement Land, being the area shown as S-28B, at the Teslin River, on Territorial Resource Base Map 105 C/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of cabin remnants, to be known as S-28B1,
- having an area of approximately 3.00 hectares.
- S-29B Proposed Site Specific Settlement Land, being the area shown as S-29B, at the Teslin River, on Territorial Resource Base Map 105 C/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-29B1,
- having an area of approximately 3.00 hectares.
- S-30B Proposed Site Specific Settlement Land, being the area shown as S-30B, at the Canol Road, on Territorial Resource Base Map 105 C/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-30B1,
- having an area of approximately 5.00 hectares.
- S-31B Proposed Site Specific Settlement Land, being the area shown as S-31B, at the Canol Road, on Territorial Resource Base Map 105 C/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-31B1,
- having an area of approximately 3.00 hectares.
- S-32B Proposed Site Specific Settlement Land, being the area shown as S-32B, at the Canol Road on Territorial Resource Base Map 105 C/14, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-32B1 and which may also be referred to as Saatsi Heeni,
- not including:
- the land for a bridgehead reserve at Sidney Creek described on Inset Sketch on Territorial Resource Base Map 105 C/14,
- having an area of approximately 6.00 hectares.

- S-33B Proposed Site Specific Settlement Land, being the area shown as S-33B, at Sidney Lake, on Territorial Resource Base Map 105 C/14, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-33B1 and which may also be referred to as Yaana eit X'aadi,
- having an area of approximately 15.00 hectares.
- S-34B Proposed Site Specific Settlement Land, being the area shown as S-34B, at the Nisutlin River, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-34B1,
- having an area of approximately 2.00 hectares.
- S-36B Proposed Site Specific Settlement Land, being the area shown as S-36B, at Caribou Creek, on Territorial Resource Base Map 105 C/8, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-36B1 and which may also be referred to as Le'ix'w Heeni,
- having an area of approximately 8.00 hectares.
- S-37B Proposed Site Specific Settlement Land, being the area shown as S-37B, at Nisutlin Bay, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-37B1,
- subject to the following Special Condition:
- the management of this Parcel shall be consistent with 6.0 of Schedule A - Nisutlin River Delta National Wildlife Area to Chapter 10 - Special Management Areas,
- having an area of approximately 4.00 hectares.
- S-38B Proposed Site Specific Settlement Land, being the area shown as S-38B, at First Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-38B1,
- having an area of approximately 7.00 hectares.
- S-39B Proposed Site Specific Settlement Land, being the area shown as S-39B, at the Alaska Highway, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-39B1,
- having an area of approximately 10.00 hectares.

- S-40B Proposed Site Specific Settlement Land, being the area shown as S-40B, north of the easement described in Certificate of Title 84Y726, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-40B1,
- having an area of approximately 10.00 hectares.
- S-44B Proposed Site Specific Settlement Land, being the area shown as S-44B, at Ten Mile Creek, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-44B1,
- having an area of approximately 1.00 hectare.
- S-45B Proposed Site Specific Settlement Land, being the area shown as S-45B, at the Alaska Highway, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-45B1,
- having an area of approximately 2.00 hectares.
- S-46B Proposed Site Specific Settlement Land, being the area shown as S-46B, at the Alaska Highway, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-46B1,
- having an area of approximately 5.00 hectares.
- S-47B Proposed Site Specific Settlement Land, being the area shown as S-47B, at Teslin Lake, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-47B1,
- but for greater certainty, not including:
- Lot 1005, Quad 105 C/6, Plan 52330 CLSR, 72671 LTO;
 - Lot 1006, Quad 105 C/6, Plan 71443 CLSR, 88-98 LTO,
- having an area of approximately 8.00 hectares.
- S-48B Proposed Site Specific Settlement Land, being the area shown as S-48B, at the Alaska Highway, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-48B1,
- having an area of approximately 3.00 hectares.
- S-51B Proposed Site Specific Settlement Land, being the area shown as S-51B, at Snake Island, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including improvements consisting of cabins, to be known as S-51B1 and which may also be referred to as X'aat tlein,
- having an area of approximately 6.00 hectares.

- S-53B Proposed Site Specific Settlement Land, being the area shown as S-53B, at Morley Lake, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-53B1 and which may also be referred to as Ayuhts, edle,
- having an area of approximately 8.00 hectares.
- S-54B Proposed Site Specific Settlement Land, being the area shown as S-54B, at Hassell Lake, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-54B1,
- having an area of approximately 8.00 hectares.
- S-55B Proposed Site Specific Settlement Land, being the area shown as S-55B, at Hassell Lake, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-55B1,
- having an area of approximately 10.00 hectares.
- S-56B Proposed Site Specific Settlement Land, being the area shown as S-56B, at English Creek, on Territorial Resource Base Map 105 C/8, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-56B1 and which may also be referred to as Le'iw'w Heeni,
- having an area of approximately 15.00 hectares.
- S-57B Proposed Site Specific Settlement Land, being the area shown as S-57B, at the Wolf River, on Territorial Resource Base Map 105 C/9, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-57B1 and which may also be referred to as Gooch Heeni,
- having an area of approximately 10.00 hectares.
- S-58B Proposed Site Specific Settlement Land, being the area shown as S-58B, at Fish Lake, on Territorial Resource Base Map 105 C/9, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-58B1 and which may also be referred to as Demesehta Aa,
- having an area of approximately 50.00 hectares.
- S-59B Proposed Site Specific Settlement Land, being the area shown as S-59B, at Thirty Mile Lake, on Territorial Resource Base Map 105 C/16, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-59B1,
- having an area of approximately 9.00 hectares.

- S-61B Proposed Site Specific Settlement Land, being the area shown as S-61B, at Stoneaxe Lake, on Territorial Resource Base Maps 105 B/10 and 105 B/15, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-61B1,
- having an area of approximately 10.00 hectares.
- S-62B Proposed Site Specific Settlement Land, being the area shown as S-62B, at Wolf Lake, on Territorial Resource Base Map 105 B/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-62B1,
- having an area of approximately 20.00 hectares.
- S-63B Proposed Site Specific Settlement Land, being the area shown as S-63B, at Peters Lake, on Territorial Resource Base Map 105 B/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-63B1,
- having an area of approximately 8.00 hectares.
- S-64B Proposed Site Specific Settlement Land, being the area shown as S-64B, at Peters Lake, on Territorial Resource Base Map 105 B/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-64B1,
- having an area of approximately 6.00 hectares.
- S-65B Proposed Site Specific Settlement Land, being the area shown as S-65B, at Peters Lake, on Territorial Resource Base Map 105 B/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-65B1,
- having an area of approximately 6.00 hectares.
- S-67B Proposed Site Specific Settlement Land, being the area shown as S-67B, at Morris Lake, on Territorial Resource Base Map 105 B/5, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-67B1 and which may also be referred to as Ta'idaatu Aayi,
- having an area of approximately 22.00 hectares.
- S-68B Proposed Site Specific Settlement Land, being the area shown as S-68B, at Slim Lake, on Territorial Resource Base Map 105 B/5, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-68B1,
- but for greater certainty, not including:
- the land described in Lease 105B05-0000-00001,
- having an area of approximately 4.00 hectares.

- S-69B Proposed Site Specific Settlement Land, being the area shown as S-69B, at Borden Creek, on Territorial Resource Base Map 105 B/5, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-69B1, having an area of approximately 3.00 hectares.
- S-70B Proposed Site Specific Settlement Land, being the area shown as S-70B, at the Morley River, on Territorial Resource Base Map 105 B/4, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-70B1 and which may also be referred to as Ts'id aatu, having an area of approximately 15.00 hectares.
- S-72B Proposed Site Specific Settlement Land, being the area shown as S-72B, at Dorsey Lake, on Territorial Resource Base Map 105 B/4, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-72B1, having an area of approximately 8.00 hectares.
- S-73B Proposed Site Specific Settlement Land, being the area shown as S-73B, at Crescent Lake, on Territorial Resource Base Map 105 B/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-73B1 and which may also be referred to as Wenso'ulde, having an area of approximately 3.00 hectares.
- S-74B Proposed Site Specific Settlement Land, being the area shown as S-74B, at Roy Lake, on Territorial Resource Base Map 105 B/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-74B1, provided that:
- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands, having an area of approximately 6.00 hectares.
- S-75B Proposed Site Specific Settlement Land, being the area shown as S-75B, at Goat Lake, on Territorial Resource Base Map 105 B/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-75B1, provided that:
- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands, having an area of approximately 30.00 hectares.

S-76B Proposed Site Specific Settlement Land, being the area shown as S-76B, at Shilsky Lake, on Territorial Resource Base Map 105 B/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-76B1,

provided that:

- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands,

having an area of approximately 12.00 hectares.

S-77B Proposed Site Specific Settlement Land, being the area shown as S-77B, at an unnamed island in North Wind Lakes, on Territorial Resource Base Map 105 B/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-77B1,

provided that:

- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands,

having an area of approximately 1.50 hectares.

S-78B Proposed Site Specific Settlement Land, being the area shown as S-78B, at Wolf Lake, on Territorial Resource Base Map 105 B/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of cabin remnants, to be known as S-78B1,

having an area of approximately 36.00 hectares.

S-79B Proposed Site Specific Settlement Land, being the area shown as S-79B, at Morley Lake, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-79B1,

having an area of approximately 40.00 hectares.

S-80B Proposed Site Specific Settlement Land, being the area shown as S-80B, at Teslin Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-80B1,

having an area of approximately 3.00 hectares.

S-81B Proposed Site Specific Settlement Land, being the area shown as S-81B, at Teslin Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-81B1,

having an area of approximately 8.00 hectares.

- S-82B Proposed Site Specific Settlement Land, being the area shown as S-82B, at Teslin Lake, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including the land described in Reservations 105C02-0000-00047 and 105C02-0000-00050, to be known as S-82B1,
- subject to the following Special Condition:
- any easement to be established in respect of existing utility lines on Parcel S-82B1,
- having an area of approximately 8.00 hectares.
- S-83B Proposed Site Specific Settlement Land, being the area shown as S-83B, at Teslin Lake, on Territorial Resource Base Maps 105 C/2 and 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-83B1,
- having an area of approximately 10.00 hectares.
- S-86B Proposed Site Specific Settlement Land, being the area shown as S-86B, at the Nisutlin River, on Territorial Resource Base Map 105 C/15, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-86B1,
- having an area of approximately 10.00 hectares.
- S-87B Proposed Site Specific Settlement Land, being the area shown as S-87B, at the Nisutlin River, on Territorial Resource Base Map 105 C/15, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-87B1,
- having an area of approximately 7.00 hectares.
- S-88B Proposed Site Specific Settlement Land, being the area shown as S-88B, at Chain Lakes, on Territorial Resource Base Map 105 C/15, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-88B1,
- having an area of approximately 3.00 hectares.
- S-89B Proposed Site Specific Settlement Land, being the area shown as S-89B, at Hundred Mile Creek, on Territorial Resource Base Map 105 F/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-89B1,
- having an area of approximately 8.00 hectares.
- S-91B Proposed Site Specific Settlement Land, being the area shown as S-91B, at the Nisutlin River, on Territorial Resource Base Map 105 F/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-91B1,
- having an area of approximately 7.00 hectares.

- S-92B Proposed Site Specific Settlement Land, being the area shown as S-92B, at the Nisutlin River, on Territorial Resource Base Map 105 F/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-92B1, having an area of approximately 5.00 hectares.
- S-93B Proposed Site Specific Settlement Land, being the area shown as S-93B, at the Nisutlin River, on Territorial Resource Base Map 105 F/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a tent frame, to be known as S-93B1, having an area of approximately 4.00 hectares.
- S-94B Proposed Site Specific Settlement Land, being the area shown as S-94B, at the Canol Road, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-94B1, but for greater certainty, not including:
- the land for a bridgehead reserve at the Rose River described on Inset Sketch on Territorial Resource Base Map 105 F/3, having an area of approximately 3.00 hectares.
- S-95B Proposed Site Specific Settlement Land, being the area shown as S-95B, at the Canol Road, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-95B1, having an area of approximately 1.00 hectare.
- S-96B Proposed Site Specific Settlement Land, being the area shown as S-96B, at the Canol Road, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-96B1, having an area of approximately 5.00 hectares.
- S-97B Proposed Site Specific Settlement Land, being the area shown as S-97B, at Rose Lake, on Territorial Resource Base Map 105 F/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-97B1, having an area of approximately 8.00 hectares.
- S-98B Proposed Site Specific Settlement Land, being the area shown as S-98B, at Souch Creek, on Territorial Resource Base Map 105 F/12, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-98B1, having an area of approximately 6.00 hectares.

- S-99B Proposed Site Specific Settlement Land, being the area shown as S-99B, at the Big Salmon River, on Territorial Resource Base Map 105 F/5, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-99B1,
- having an area of approximately 4.00 hectares.
- S-100B Proposed Site Specific Settlement Land, being the area shown as S-100B, at the Big Salmon River, on Territorial Resource Base Map 105 F/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-100B1 and which may also be referred to as Tawei Heeni,
- having an area of approximately 6.00 hectares.
- S-101B Proposed Site Specific Settlement Land, being the area shown as S-101B, at the confluence of Gray and Scurvy Creeks, on Territorial Resource Base Map 105 F/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-101B1 and which may also be referred to as Shaa Tlein Heeni wat,
- having an area of approximately 7.00 hectares.
- S-102B Proposed Site Specific Settlement Land, being the area shown as S-102B, at Gray Creek, on Territorial Resource Base Map 105 F/5, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-102B1,
- having an area of approximately 3.00 hectares.
- S-103B Proposed Site Specific Settlement Land, being the area shown as S-103B, at Big Salmon Lake, on Territorial Resource Base Map 105 F/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-103B1 and which may also be referred to as T'a Tlein,
- having an area of approximately 7.00 hectares.
- S-104B Proposed Site Specific Settlement Land, being the area shown as S-104B, at Birch Island, on Territorial Resource Base Map 105 F/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-104B1,
- having an area of approximately 0.75 hectares.

- S-105B Proposed Site Specific Settlement Land, being the area shown as S-105B, at Quiet Lake, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-105B1,
- not including:
- the land for any reservation established for the Yukon at Quiet Lake described as Sketch 1 on Territorial Resource Base Map 105 F/3 having an area of approximately two hectares,
- having an area of approximately 60.00 hectares.
- S-106B Proposed Site Specific Settlement Land, being the area shown as S-106B, at the Canol Road, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-106B1,
- having an area of approximately 6.00 hectares.
- S-107B Proposed Site Specific Settlement Land, being the area shown as S-107B, at Crater Creek, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-107B1,
- having an area of approximately 5.00 hectares.
- S-108B Proposed Site Specific Settlement Land, being the area shown as S-108B, at Granite Creek, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-108B1,
- having an area of approximately 4.00 hectares.
- S-109B Proposed Site Specific Settlement Land, being the area shown as S-109B, at Quiet Lake, on Territorial Resource Base Map 105 C/14, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-109B1,
- having an area of approximately 3.00 hectares.
- S-110B Proposed Site Specific Settlement Land, being the area shown as S-110B, at Quiet Lake, on Territorial Resource Base Map 105 C/14, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-110B1,
- having an area of approximately 2.00 hectares.
- S-111B Proposed Site Specific Settlement Land, being the area shown as S-111B, at Quiet Lake, on Territorial Resource Base Map 105 C/14, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-111B1,
- having an area of approximately 5.00 hectares.

- S-112B Proposed Site Specific Settlement Land, being the area shown as S-112B, at Grayling Lake, on Territorial Resource Base Maps 105 F/7 and 105 F/10, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-112B1,
- having an area of approximately 2.00 hectares.
- S-113B Proposed Site Specific Settlement Land, being the area shown as S-113B, at the McConnell River, on Territorial Resource Base Map 105 F/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-113B1,
- having an area of approximately 5.00 hectares.
- S-114B Proposed Site Specific Settlement Land, being the area shown as S-114B, at Moss Lake, on Territorial Resource Base Map 105 F/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-114B1,
- having an area of approximately 76.00 hectares.
- S-115B Proposed Site Specific Settlement Land, being the area shown as S-115B, at Nisutlin Lake, on Territorial Resource Base Map 105 F/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-115B1,
- having an area of approximately 13.00 hectares.
- S-116B Proposed Site Specific Settlement Land, being the area shown as S-116B, at Nisutlin Lake, on Territorial Resource Base Map 105 F/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-116B1,
- having an area of approximately 60.00 hectares.
- S-117B Proposed Site Specific Settlement Land, being the area shown as S-117B, at Sucker Lake, on Territorial Resource Base Map 105 F/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-117B1,
- having an area of approximately 16.00 hectares.
- S-118B Proposed Site Specific Settlement Land, being the area shown as S-118B, at Sucker Lake, on Territorial Resource Base Map 105 F/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-118B1,
- having an area of approximately 8.00 hectares.
- S-119B Proposed Site Specific Settlement Land, being the area shown as S-119B, at Red River Lake, on Territorial Resource Base Map 105 C/16, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-119B1,
- having an area of approximately 7.00 hectares.

- S-120B Proposed Site Specific Settlement Land, being the area shown as S-120B, at the Red River, on Territorial Resource Base Map 105 C/16, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-120B1,
- having an area of approximately 10.00 hectares.
- S-121B Proposed Site Specific Settlement Land, being the area shown as S-121B, at an unnamed lake, on Territorial Resource Base Map 105 B/13, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-121B1,
- having an area of approximately 10.00 hectares.
- S-122B Proposed Site Specific Settlement Land, being the area shown as S-122B, at Junkers Lake, on Territorial Resource Base Map 105 G/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-122B1,
- having an area of approximately 55.00 hectares.
- S-123B Proposed Site Specific Settlement Land, being the area shown as S-123B, at Mud Lake, on Territorial Resource Base Map 105 G/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-123B1,
- having an area of approximately 4.00 hectares.
- S-124B Proposed Site Specific Settlement Land, being the area shown as S-124B, at Sandy Lake, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-124B1,
- having an area of approximately 40.00 hectares.
- S-126B Proposed Site Specific Settlement Land, being the area shown as S-126B, at Teslin Lake, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-126B1,
- having an area of approximately 3.00 hectares.
- S-127B Proposed Site Specific Settlement Land, being the area shown as S-127B, at Teslin Lake, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-127B1,
- having an area of approximately 3.00 hectares.

- S-128B Proposed Site Specific Settlement Land, being the area shown as S-128B, at Teslin Lake, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-128B1, having an area of approximately 3.00 hectares.
- S-130B Proposed Site Specific Settlement Land, being the area shown as S-130B, at Crazy Lake, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-130B1, having an area of approximately 3.00 hectares.
- S-133B Proposed Site Specific Settlement Land, being the area shown as S-133B, at Upper Sheep Creek, on Territorial Resource Base Map 105 F/11, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-133B1, having an area of approximately 1.00 hectare.
- S-134B Proposed Site Specific Settlement Land, being the area shown as S-134B, at the Canol Road, on Territorial Resource Base Map 105 C/14, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-134B1, not including:
- the land for a bridgehead reserve at Sidney Creek described on Inset Sketch on Territorial Resource Base Map 105 C/14, having an area of approximately 2.50 hectares.
- S-135B Proposed Site Specific Settlement Land, being the area shown as S-135B, at the Nisutlin River, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-135B1, having an area of approximately 2.00 hectares.
- S-136B Proposed Site Specific Settlement Land, being the area shown as S-136B, at the Nisutlin River, on Territorial Resource Base Map 105 C/10, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-136B1, having an area of approximately 2.00 hectares.

- S-137B Proposed Site Specific Settlement Land, being the area shown as S-137B, at the Nisutlin River, on Territorial Resource Base Map 105 C/10, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-137B1,
- having an area of approximately 2.00 hectares.
- S-138B Proposed Site Specific Settlement Land, being the area shown as S-138B, at the Nisutlin River, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-138B1,
- having an area of approximately 2.00 hectares.
- S-139B Proposed Site Specific Settlement Land, being the area shown as S-139B, at Daughney Lake, on Territorial Resource Base Map 105 B/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-139B1,
- provided that:
- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands,
- having an area of approximately 6.00 hectares.
- S-140B Proposed Site Specific Settlement Land, being the area shown as S-140B, at the Rancheria River, on Territorial Resource Base Map 105 B/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-140B1,
- provided that:
- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands,
- having an area of approximately 2.00 hectares.
- S-141B Proposed Site Specific Settlement Land, being the area shown as S-141B, at Daughney Lake, on Territorial Resource Base Map 105 B/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-141B1,
- provided that:
- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands,
- having an area of approximately 2.00 hectares.

- S-142B Proposed Site Specific Settlement Land, being the area shown as S-142B, at the Rancheria River, on Territorial Resource Base Map 105 B/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-142B1,
- provided that:
- no later than the Effective Date of this Agreement, the Liard First Nation Council and the Ross River Dena Council each provide the parties with a resolution consenting to the selection by the Teslin Tlingit Council, failing which those lands shall not become Settlement Lands,
- having an area of approximately 2.00 hectares.
- S-143B Proposed Site Specific Settlement Land, being the area shown as S-143B, at Lone Tree Creek, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-143B1,
- not including:
- the land for a bridgehead reserve at Lone Tree Creek described as Sketch 1 on Territorial Resource Base Map 105 C/7,
- having an area of approximately 5.00 hectares.
- S-144B Proposed Site Specific Settlement Land, being the area shown as S-144B, at Teslin Lake, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-144B1,
- having an area of approximately 12.00 hectares.
- S-145B Proposed Site Specific Settlement Land, being the area shown as S-145B, adjacent to Reservation 105C06-0000-00047, at Teslin Lake, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-145B1,
- having an area of approximately 4.00 hectares.
- S-200B Proposed Site Specific Settlement Land, being the area shown as S-200B, at the Alaska Highway, on Territorial Resource Base 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-200B1,
- having an area of approximately 1.00 hectare.
- S-201B Proposed Site Specific Settlement Land, being the area shown as S-201B, at the Alaska Highway, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-201B1,
- having an area of approximately 1.00 hectare.

- S-202B Proposed Site Specific Settlement Land, being the area shown as S-202B, at the Morley River, on Territorial Resource Base Map 105 C/1, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of cabin remnants, to be known as S-202B1,
- having an area of approximately 1.00 hectare.
- S-203B Proposed Site Specific Settlement Land, being the area shown as S-203B, at an unnamed island in Nisutlin Bay Inlet, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-203B1,
- subject to the following Special Condition:
- the management of this Parcel shall be consistent with 6.0 of Schedule A to Chapter 10,
- having an area of approximately 1.00 hectare.
- S-204B Proposed Site Specific Settlement Land, being the area shown as S-204B, at the Nisutlin River, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a tent frame, to be known as S-204B1,
- subject to:
- Lease 105C02-0000-00019;
 - Dana Naye Ventures Mortgage against Lease 105C02-0000-00019;
- subject to the following Special Condition:
- the management of this Parcel shall be consistent with 6.0 of Schedule A to Chapter 10,
- having an area of approximately 1.00 hectare.
- S-205B Proposed Site Specific Settlement Land, being the area shown as S-205B, at the Nisutlin River, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a cabin, to be known as S-205B1,
- subject to the following Special Condition:
- the management of this Parcel shall be consistent with 6.0 of Schedule A to Chapter 10,
- having an area of approximately 2.00 hectares.
- S-206B Proposed Site Specific Settlement Land, being the area shown as S-206B, at the Canol Road, on Territorial Resource Base Map 105 F/3, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of a tent frame, to be known as S-206B1,
- having an area of approximately 1.00 hectare.

- S-207B Proposed Site Specific Settlement Land, being the area shown as S-207B, at the Nisutlin River, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, including an improvement consisting of cabin remnants, to be known as S-207B1,
- subject to the following Special Condition:
- the management of this Parcel shall be consistent with 6.0 of Schedule A to Chapter 10,
- having an area of approximately 2.00 hectares.
- S-208B Proposed Site Specific Settlement Land, being the area shown as S-208B, at Teslin Lake, on Territorial Resource Base Map 105 C/6, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-208B1, including the land described in Application 13254,
- subject to the following Special Condition:
- any easement to be established in respect of existing utility lines on Parcel S-208B1,
- having an area of approximately 6.00 hectares.
- S-209B Proposed Site Specific Settlement Land, being the area shown as S-209B, at Teslin Lake, on Territorial Resource Base Map 105 C/7, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-209B1,
- having an area of approximately 2.00 hectares.
- S-210B Proposed Site Specific Settlement Land, being the area shown as S-210B on Inset Sketch 1, dated April 2, 1993, at Picnic Island in Nisutlin Bay, on Territorial Resource Base Map 105 C/2, dated December 14, 1992, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-210B1,
- having an area of approximately 0.50 hectares.
- C-2B Category B, being the Parcel shown as C-2B on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a southerly boundary the northerly bank of Teslin Lake and as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,
- having an area of approximately 220.50 hectares.
- C-3B Category B, being the Parcel shown as C-3B on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a westerly boundary the easterly boundary of Lot 1024, Quad 105 C/2 and as a northerly boundary the southerly boundary of the easement described in Certificate of Title 84Y726,
- subject to the following Special Condition:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome,
- having an area of approximately 132.30 hectares.

C-6B/D

Category B - Developed, being the Parcel shown as C-6B/D on the Reference Plan of Teslin, dated December 14, 1992, having as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including Lot 28, Group 805, Plan 43547 CLSR, 23238 LTO and the portion of Lot 7, Group 805, Plan 40417 CLSR, 22795 LTO lying north of the right-of-way for the Major Highway known as the Alaska Highway,

not including:

- the land for a bridgehead reserve at Fox Creek described as Sketch 1 on the Reference Plan of Teslin;

subject to:

- Water Licence MN89-002, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Condition:

- any easement to be established in respect of existing utility lines on Parcel C-6B/D,

having an area of approximately 58.84 hectares.

C-8B

Category B, being the Parcel shown as C-8B on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a southerly boundary a line 30 metres perpendicularly distant from the northerly bank of Teslin Lake, as a westerly boundary the easterly bank of Nisutlin Bay Inlet and as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including:

- as Developed Settlement Land, the land designated as C-8B/D1 on Territorial Resource Base Map 105 C/2, comprising Lot 2, Group 805, Plan 43481 CLSR, 23048 LTO; and
- as Developed Settlement Land, the land designated as C-8B/D2 on Territorial Resource Base Map 105 C/2, including a portion of the land described in Reservation 105C02-0000-00031 comprising Lot 9, Group 805, Plan 41764 CLSR, 20286 LTO;

not including:

- the land for any reservation established for the Yukon described as Sketch 5 on Territorial Resource Base Map 105 C/2 having an area of approximately two hectares;
- the land for a bridgehead reserve at Teslin Lake described as Sketch 2 on Territorial Resource Base Map 105 C/2 and the Reference Plan of Teslin;

but for greater certainty, not including:

- the land described in Reservation 105C02-0000-00029;

subject to the following Special Condition:

- Reservation 105C02-0000-00029 shall be increased to an area of approximately fifty hectares shown approximately by the cross hatched area as Sketch 6 on Territorial Resource Base Map 105 C/2,

having an area of approximately 277.20 hectares.

- C-9B Category B, being the Parcel shown as C-9B on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a southeasterly boundary the northwesterly bank of Nisutlin Bay Inlet,
- having an area of approximately 8.00 hectares.
- C-10B Category B, being the Parcel shown as C-10B on the Reference Plan of Teslin, dated December 14, 1992, having as a southerly boundary a line 30 metres perpendiculary distant from the northerly bank of Nisutlin Bay Inlet,
- having an area of approximately 3.00 hectares.
- C-11B Category B, being the Parcel shown as C-11B on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a southerly boundary the northerly boundary of the 30 metre right-of-way for the road shown approximately by a dashed line designated as Sawmill Road on Territorial Resource Base Map 105 C/2,
- having an area of approximately 10.00 hectares.
- C-13B Category B, being the Parcel shown as C-13B on the Reference Plan of Teslin, dated December 14, 1992, having as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, as a westerly boundary a line one hundred and twenty two metres perpendiculary distant from the easterly bank of Fox Creek and as a northerly boundary the southerly boundary of Lot 1024, Quad 105 C/2,
- not including:
- the land for a bridgehead reserve at Fox Creek described as Sketch 1 on the Reference Plan of Teslin and Territorial Resource Base Map 105 C/2;
- but for greater certainty, not including:
- Lot 1010, Quad 105 C/2, Plan 69799 CLSR, 76783 LTO;
- subject to the following Special Conditions:
- the Memorandum of Understanding on the Teslin Correctional Centre, signed by the Yukon and the Teslin Tlingit Council on July 30, 1992 and any subsequent lease agreement between the Yukon and the Teslin Tlingit Council incorporating the provisions of the Memorandum of Understanding;
 - any easement to be established in respect of existing utility lines on Parcel C-13B,
- having an area of approximately 37.70 hectares.
- C-22B/D Category B - Developed, being the Parcel shown as C-22B/D on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including the land described in Application 13409,
- having an area of approximately 2.70 hectares.

- C-25B Category B, being the Parcel shown as C-25B on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a westerly boundary the easterly bank of Hermit Lake,
having an area of approximately 12.60 hectares.
- C-26B Category B, being the Parcel shown as C-26B on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a westerly boundary the easterly bank of Nisutlin Bay Inlet,
having an area of approximately 12.00 hectares.
- C-27B/D Category B - Developed, being the Parcel shown as C-27B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 2, Block 29, Plan 65434 CLSR, 60807 LTO,
subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome;
- any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
having an area of 0.10 hectares, more or less.
- C-28B/D Category B - Developed, being the Parcel shown as C-28B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lots 4 and 5, Block 8, Plan 41709 CLSR, 20198 LTO,
having an area of 0.30 hectares, more or less.
- C-29B/D Category B - Developed, being the Parcel shown as C-29B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lots 1, 3 and 4, Block 27, Plan 63655 CLSR, 51079 LTO,
subject to the following Special Condition:
- any easement to be established in respect of utility lines described in Plan 64615 CLSR, 52877 LTO,
having an area of 2.19 hectares, more or less.
- C-30B/D Category B - Developed, being the Parcel shown as C-30B/D on the Reference Plan of Teslin, dated December 14, 1992 including a portion of the land described in Reservation 105C02-0000-00031 comprising Lot 6, Group 805, Plan 42288 CLSR, 20956 LTO,
having an area of 1.31 hectares, more or less.

C-31FS/D Fee Simple - Developed, being the Parcel shown as C-31FS/D on the Reference Plan of Teslin, dated December 14, 1992, including the land described in Reservation 105C02-0000-00028 comprising Lot 2, Block 6, Plan 41709 CLSR, 20198 LTO,

subject to the following Special Condition:

- any easement to be established in respect of existing utility lines on Parcel C-31FS/D,

having an area of 0.07 hectares, more or less.

C-33B/D Category B - Developed, being the Parcel shown as C-33B/D on the Reference Plan of Teslin, dated December 14, 1992, having as an northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including the portion of Lot 7, Group 805, Plan 40417 CLSR, 22795 LTO lying south of the right-of-way for the Major Highway known as the Alaska Highway,

not including:

- the land for a bridgehead reserve at Fox Creek described as Sketch 1 on the Reference Plan of Teslin and Territorial Resource Base Map 105 C/2;

subject to:

- Water Licence MN89-002, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 12.28 hectares.

C-34B/D Category B - Developed, being the Parcel shown as C-34B/D on the Reference Plan of Teslin, dated December 14, 1992, having as an northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, including the land described in Reservation 105C02-0000-00049 comprising Lot 8, Group 805, Plan 41732 CLSR, 20235 LTO,

not including:

- the land for a bridgehead reserve at Fox Creek described as Sketch 1 on the Reference Plan of Teslin;

but for greater certainty, not including:

- Lot 8 - 2, Group 805, Plan 60959 CLSR, 46739 LTO;

subject to the following Special Conditions:

- any development within an area one hundred and twenty-two metres perpendicularly distant from the easterly bank of Fox Creek shown approximately by a cross hatched area on Parcel C-34B/D on the Reference Plan of Teslin shall be in accordance with Water Licence MN89-002;
- any easement to be established in respect of existing utility lines on Parcel C-34B/D;
- an easement, fifteen metres in width, centered on the existing road, in favour of the owner of Lot 8-2, Group 805, Plan 60959 CLSR, 46739 LTO,

having an area of approximately 10.35 hectares.

C-35B/D Category B - Developed, being the Parcel shown as C-35B/D on Inset Sketch 2 on Territorial Resource Base Map 105 C/6, dated December 14, 1992, having as a southerly boundary the right-of-way for the Major Highway known as the Alaska Highway, Plan 40370 CLSR, 19268 LTO and as a northerly boundary the ninety metre right-of-way for the Major Highway known as the Alaska Highway, which ninety metre right-of-way shall be surveyed on or before the date of survey of this Parcel, including the land described in Reservation 105C06-0000-00039 comprising Lots 40 and 41, Group 805, Plan 55120 CLSR, 30543 LTO,

subject to the following Special Conditions:

- the Yukon shall reduce the right-of-way for that portion of the Major Highway known as the Alaska Highway, Plan 40370 CLSR, 19268 LTO which is adjacent to the Parcel to a 30 metre right-of-way;
- any easement to be established in respect of existing utility lines on Parcel C-35B/D,

having an area of approximately 8.00 hectares.

C-36B Category B, being the Parcel shown as C-36B on Territorial Resource Base Map 105 C/6, dated December 14, 1992, having as a southerly boundary the northerly bank of the Teslin River,

but for greater certainty, not including:

- Lot 38, Group 805, Plan 53001 CLSR, 28147 LTO;

not including:

- the land for a bridgehead reserve at the Teslin River described on Inset Sketch 1 on Territorial Resource Base Map 105 C/6;

subject to the following Special Conditions:

- a Specified Access Right on a 30 metre right-of-way for a road which traverses the Parcel in a southerly direction shown approximately by a dashed line designated road 1 on Territorial Resource Base Map 105 C/6;
- a Specified Access Right on a 30 metre right-of-way for a road which traverses the Parcel in a westerly direction shown approximately by a dashed line designated road 2 on Territorial Resource Base Map 105 C/6;
- any easement to be established in respect of existing utility lines on Parcel C-36B,

having an area of approximately 30.00 hectares.

C-37B/D Category B - Developed, being the Parcel shown as C-37B/D on Inset Sketch 3 on Territorial Resource Base Map 105 C/6, dated December 14, 1992, having as a westerly boundary the easterly bank of the Teslin River,

having an area of approximately 1.00 hectare.

C-38FS/D Fee Simple - Developed, being the Parcel shown as C-38FS/D on Inset Sketch on Territorial Resource Base Map 105 D/11, dated December 14, 1992, including the land described in Reservation 105D11-0000-00029 comprising Lot 11, Block 278, Plan 62615 CLSR, 48405 LTO,

having an area of 0.08 hectares, more or less.

- C-39FS/D Fee Simple - Developed, being the Parcel shown as C-39FS/D on Inset Sketch on Territorial Resource Base Map 105 E/3, dated December 14, 1992, including the land described in Reservation 105E03-0000-00021 comprising Lot 23, Quad 105 E/3, Plan 42265 CLSR, 20941 LTO,
- having an area of 0.08 hectares, more or less.
- C-40B/D Category B - Developed, being the Parcel shown as C-40B on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 1, Block 24, Plan 63655 CLSR, 51079 LTO,
- subject to the following Special Condition:
- any easement to be established in respect of utility lines described in Plan 64615 CLSR, 52877 LTO,
- having an area of 0.40 hectares, more or less.
- C-41B/D Category B - Developed, being the Parcel shown as C-41B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 1, Block 31, Plan 65434 CLSR, 60807 LTO,
- subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome;
 - any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
- having an area of 0.09 hectares, more or less.
- C-42B/D Category B - Developed, being the Parcel shown as C-42B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 3, Block 31, Plan 65434 CLSR, 60807 LTO,
- subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome;
 - any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
- having an area of 0.09 hectares, more or less.
- C-43B/D Category B - Developed, being the Parcel shown as C-43B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 5, Block 31, Plan 65434 CLSR, 60807 LTO,
- subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome;
 - any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
- having an area of 0.09 hectares, more or less.

- C-44B/D Category B - Developed, being the Parcel shown as C-44B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 7, Block 31, Plan 65434 CLSR, 60807 LTO,
- subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome;
 - any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
- having an area of 0.09 hectares, more or less.
- C-45B/D Category B - Developed, being the Parcel shown as C-45B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 4, Block 29, Plan 65434 CLSR, 60807 LTO,
- subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome;
 - any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
- having an area of 0.10 hectares, more or less.
- C-46B/D Category B - Developed, being the Parcel shown as C-46B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 6, Block 29, Plan 65434 CLSR, 60807 LTO,
- subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect to the Teslin Aerodrome;
 - any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
- having an area of 0.10 hectares, more or less.
- C-47B/D Category B - Developed, being the Parcel shown as C-47B/D on the Reference Plan of Teslin, dated December 14, 1992, comprising Lot 8, Block 29, Plan 65434 CLSR, 60807 LTO,
- subject to the following Special Conditions:
- Airport Zoning Controls shall apply in respect of the Teslin Aerodrome;
 - any easement to be established in respect of utility lines described in Plan 66926 CLSR, 60599 LTO,
- having an area of 0.10 hectares, more or less.
- C-48B/D Category B - Developed, being the Parcel shown as C-48B/D on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southerly boundary a line 30 metres perpendicularly distant from the northerly bank of Teslin Lake,
- having an area of approximately 2.00 hectares.

C-49B/D Category B - Developed, being the Parcel shown as C-49B/D on Territorial Resource Base Map 105 C/2, dated December 14, 1992, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southerly boundary a line 30 metres perpendicularly distant from the northerly bank of Teslin Lake,

having an area of approximately 2.00 hectares.

C-50B/D Category B - Developed, being the Parcel shown as C-50B/D on Territorial Resource Base Map 105 C/2, dated December 14, 1992, including the land described in Reservation 105C02-0000-00046,

subject to the following Special Condition:

- any easement to be established in respect of existing utility lines on Parcel C-50B/D,

having an area of approximately 33.52 hectares.

**LISTING OF MAPS
LOCATED IN APPENDIX B - MAPS
WHICH FORMS A SEPARATE VOLUME OF THIS AGREEMENT**

Sheet	Map	Map Name
1	105 B	Rural and Site Specific Summary
2	105 C	Rural and Site Specific Summary
3	105 D	Rural and Site Specific Summary
4	105 F	Rural and Site Specific Summary
5	105 G	Rural and Site Specific Summary
6	105 B/2	Settlement Land of Teslin Tlingit Council
7	105 B/3	Settlement Land of Teslin Tlingit Council
8	105 B/4	Settlement Land of Teslin Tlingit Council
9	105 B/5	Settlement Land of Teslin Tlingit Council
10	105 B/6	Settlement Land of Teslin Tlingit Council
11	105 B/7	Settlement Land of Teslin Tlingit Council
12	105 B/10	Settlement Land of Teslin Tlingit Council
13	105 B/11	Settlement Land of Teslin Tlingit Council
14	105 B/12	Settlement Land of Teslin Tlingit Council
15	105 B/13	Settlement Land of Teslin Tlingit Council
16	105 B/15	Settlement Land of Teslin Tlingit Council
17	105 C/1	Settlement Land of Teslin Tlingit Council and Morley River Hydro Project
18	105 C/2	Settlement Land of Teslin Tlingit Council, Heritage Sites and Reserved Land #14
19	105 C/3	Settlement Land of Teslin Tlingit Council
20	105 C/5	Settlement Land of Teslin Tlingit Council
21	105 C/6	Settlement Land of Teslin Tlingit Council
22	105 C/7	Settlement Land of Teslin Tlingit Council and Heritage Sites
23	105 C/8	Settlement Land of Teslin Tlingit Council
24	105 C/9	Settlement Land of Teslin Tlingit Council
25	105 C/10	Settlement Land of Teslin Tlingit Council
26	105 C/11	Settlement Land of Teslin Tlingit Council
27	105 C/12	Settlement Land of Teslin Tlingit Council
28	105 C/13	Settlement Land of Teslin Tlingit Council
29	105 C/14	Settlement Land of Teslin Tlingit Council
30	105 C/15	Settlement Land of Teslin Tlingit Council
31	105 C/16	Settlement Land of Teslin Tlingit Council
32	105 D/11	Settlement Land of Teslin Tlingit Council
33	105 D/16	Settlement Land of Teslin Tlingit Council
34	105 E/3	Settlement Land of Teslin Tlingit Council
35	105 F/1	Settlement Land of Teslin Tlingit Council
36	105 F/2	Settlement Land of Teslin Tlingit Council and Heritage Site
37	105 F/3	Settlement Land of Teslin Tlingit Council and Heritage Site
38	105 F/5	Settlement Land of Teslin Tlingit Council
39	105 F/6	Settlement Land of Teslin Tlingit Council

Sheet	Map	Map Name
40	105 F/7	Settlement Land of Teslin Tlingit Council
41	105 F/10	Settlement Land of Teslin Tlingit Council
42	105 F/11	Settlement Land of Teslin Tlingit Council
43	105 F/12	Settlement Land of Teslin Tlingit Council
44	105 G/3	Settlement Land of Teslin Tlingit Council
45	Reference Plan of Teslin	Settlement Land of Teslin Tlingit Council and Reserved Land #13 and #15
46	105 C	Nisutlin River Delta National Wildlife Area (NRDNWA)
47	105 C/1	Nisutlin River Delta National Wildlife Area (NRDNWA)
48	105 C/2	Nisutlin River Delta National Wildlife Area (NRDNWA)
49	105 C/7	Nisutlin River Delta National Wildlife Area (NRDNWA)
50	105 C/8	Nisutlin River Delta National Wildlife Area (NRDNWA)
51	105 B	Teslin Tlingit Council Heritage Routes (TTCHR)
52	105 C	Teslin Tlingit Council Heritage Routes (TTCHR)
53	105 F	Teslin Tlingit Council Heritage Routes (TTCHR)
54	105 G	Teslin Tlingit Council Heritage Routes (TTCHR)
55	105 S.W.	Teslin Tlingit Traditional Territory (TTCTT)
56	105 S.E.	Teslin Tlingit Traditional Territory (TTCTT)