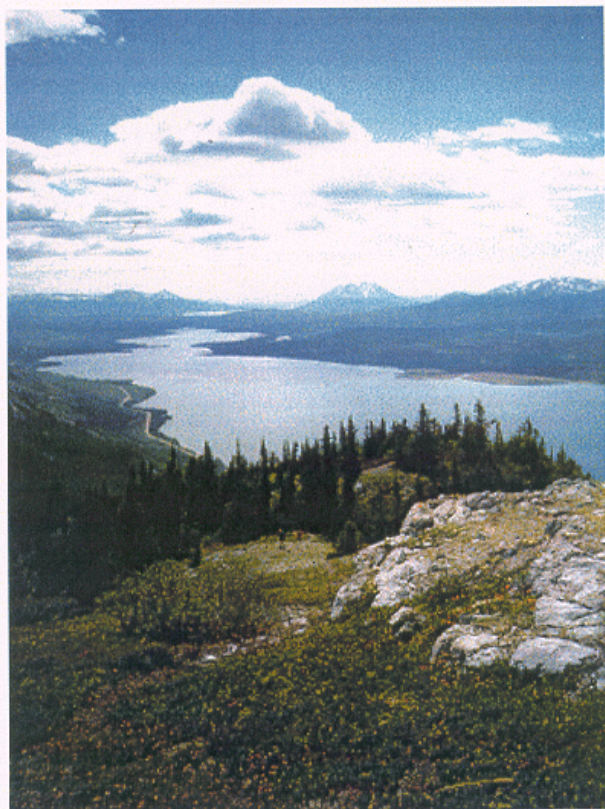


YUKON NORTHERN AFFAIRS PROGRAM DEVOLUTION TRANSFER AGREEMENT



Yukon
Government

Canada 

**YUKON NORTHERN AFFAIRS PROGRAM
DEVOLUTION TRANSFER AGREEMENT**

Made this 29th day of October 2001

BETWEEN:

The Government of Canada as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada")

and

The Government of the Yukon as represented by the Government Leader (hereinafter referred to as "the YTG")

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PREAMBLE

Whereas the negotiation of this Agreement was guided by the principles established in the Devolution Protocol Accord of September 23, 1998 signed by Canada, the YTG, the Council of Yukon First Nations, on behalf of its members, the Kwanlin Dun First Nation, the Liard First Nation, and the Kaska Tribal Council, on behalf of the Ross River Dena Council and the Kaska Dena Council;

And Whereas the Crown and the aboriginal peoples of Canada are in a fiduciary relationship;

Now Therefore, in consideration of the terms, exchanges of promises, conditions and provisos contained herein, the Parties agree as follows:

DEFINITIONS

Unless otherwise provided in this Agreement,

Abandoned Site: means

- (a) any site listed in Sections C (Sites Requiring Assessment) or D (Sites Requiring Remediation) of the Final Inventory of Sites;
- (b) any Newly-Discovered Site or Type II Site in respect of which there is no Operator; or
- (c) any Newly-Discovered Site or Type II Site which Canada, the YTG and any Affected First Nation agree is an Abandoned Site pursuant to 6.68.

Active Site: means any site, located either on Settlement Land subject to an Encumbering Right or on Public Land, in respect of which there is an Operator in relation to any agreement for sale, lease, licence, permit or other authorization, right or interest issued, granted or otherwise secured under the *Territorial Lands Act* (Canada), the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada) or the *Yukon Waters Act* (Canada).

Affected First Nation: means

- (a) in relation to a Type II Site, any First Nation listed as an Affected First Nation in Section F of Appendix H (Inventory of Sites) in relation to that site; or
- (b) in relation to any other site,
 - (i) any First Nation having a Settlement Agreement whose Settlement Land or rights under a Settlement Agreement may be affected by any Impact at the site;
 - (ii) any First Nation without a Settlement Agreement whose land selections in the Yukon, as agreed to by all parties to a land claims negotiation and as described in withdrawal and prohibition orders which are in effect or have been initiated, may be affected by any Impact at the site;
 - (iii) any First Nation without a Settlement Agreement whose aboriginal rights, title or interests may be affected by any Impact at the site; or

- (iv) any First Nation that Canada, the YTG and that First Nation agree to be an Affected First Nation in relation to the site.

Agreement: means this Yukon Northern Affairs Program Devolution Transfer Agreement and, unless otherwise provided in this Agreement, includes its appendices.

Appointed NAP Indeterminate Employee: means a NAP Indeterminate Employee who accepts, in accordance with 3.5, the YTG written offer of employment referred to in 3.4.

Appointed NAP Seasonal Indeterminate Employee: means an Appointed NAP Indeterminate Employee who had seasonal employment status immediately prior to the Effective Date.

Aspect: means any component of a site, including any construction, work or substance added to or deposited on a site and any alteration of the natural condition of a site, resulting from authorized or unauthorized human activities.

Base Federal Salary: means the salary, including any supervisory differential and any salary equalization adjustments, paid by Canada to a NAP Indeterminate Employee at that employee's substantive level of appointment, as defined in the Terms and Conditions of Employment Policy (Canada), and as set out in collective agreements between the Treasury Board of Canada and federal public service sector unions, or, for an unrepresented or executive NAP Indeterminate Employee, means the salary paid by Canada to that employee at that employee's substantive level of appointment, as defined in the Terms and Conditions of Employment Policy (Canada), and as determined by the Treasury Board of Canada.

Business Day: means any day from Monday to Friday inclusive, except for any day that is a statutory holiday in the place of receipt of a notice or communication.

CCME Guidelines: means the *Canadian Environmental Quality Guidelines*, Canadian Council of Ministers of the Environment, 1999, or any other guidelines developed and approved from time to time by the Canadian Council of Ministers of the Environment.

Canada-Yukon Claims Implementation Agreement: means the *Bilateral Agreement respecting the Implementation of the Umbrella Final Agreement, the Yukon First Nation Final Agreements and the Yukon First Nation Self-Government Agreements* between Canada and the YTG signed on June 24, 1993, as it may be amended from time to time.

Commissioner's Land: means land under the administration and control of the Commissioner of Yukon immediately prior to the Effective Date.

Consult or Consultation: means

- (a) to provide to the party to be consulted a notice at least twenty-eight (28) days in advance of a decision on a matter, in sufficient form and detail to allow that party to present its views on the matter; and
- (b) full and fair consideration of any views presented by the party consulted in advance of a decision on a matter.

Contained Site: means any site listed in Section G (Contained Sites) of the Final Inventory of Sites or any site at which any Impact has been Remediated by its containment.

Contaminant: means a substance in an amount, concentration or level exceeding the amount, concentration or level prescribed for that substance pursuant to the *Environment Act* (Yukon).

Development Assessment Legislation: means legislation enacted to implement the development assessment process set out in Chapter 12 of the Umbrella Final Agreement.

DIAND: means the Department of Indian Affairs and Northern Development.

Effective Date: means the date upon which the legislation repealing and replacing the *Yukon Act* (Canada) in accordance with 2.1(a) comes into effect.

Encumbering Right: means every license, permit or other right, and every right, title or interest described in section 5.4.2 of the Umbrella Final Agreement that was issued, granted or otherwise secured under the *Territorial Lands Act* (Canada), the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada) or the *Yukon Waters Act* (Canada).

Entry Year: means the fiscal year of the Effective Date.

Existing Federal Right: means

- (a) any agreement for sale, lease, licence, permit, claim or other authorization, right or interest in effect immediately prior to the Effective Date in relation to Public Land that was issued, granted or otherwise

secured under the *Territorial Lands Act* (Canada), the *Yukon Placer Mining Act* (Canada) or the *Yukon Quartz Mining Act* (Canada);

- (b) any licence or other right in relation to Waters in effect immediately prior to the Effective Date that was issued, granted or otherwise secured under the *Yukon Waters Act* (Canada);
- (c) any Encumbering Right in effect immediately prior to the Effective Date; or
- (d) any renewal after the Effective Date of a claim in effect immediately prior to the Effective Date that was granted pursuant to the *Yukon Placer Mining Act* (Canada) or the *Yukon Quartz Mining Act* (Canada);

but does not include:

- (e) an “existing federal interest” as defined in the *Canada-Yukon Oil and Gas Accord Implementation Act* (Canada) on the date this Agreement is signed; and
- (f) subject to (d), any renewal after the Effective Date of a right, interest or other authorization referred to in (a), (b) or (c).

Federal Agent Corporation: means an “agent corporation” as defined in subsection 83(1) of the *Financial Administration Act* (Canada).

Federal Department: means

- (a) a department named in Schedule I to the *Financial Administration Act* (Canada);
- (b) a division or branch of the public service of Canada named in Schedule I.1 to that Act; or
- (c) a departmental corporation as defined in section 2 of that Act.

Final Inventory of Sites: means the final inventory of sites provided pursuant to 6.15.

Fire Pre-Suppression: means all fire management activities in advance of fire occurrence concerned with the organization, training and management of a fire fighting force and the procurement, maintenance and inspection of improvements, equipment and supplies to ensure effective Fire Suppression.

Fire Suppression: means all activities concerned with controlling and extinguishing a wildfire following its detection.

First Nation: means any Yukon First Nation or any aboriginal group with a Transboundary Agreement or transboundary land claim into the Yukon.

Forest Resources: means plant communities throughout the Yukon consisting predominantly of trees, bushes, shrubs and other woody vegetation, either growing or dead and includes fungi.

Forest Revenues: means revenues other than Reforestation Fees, derived by the YTG from:

- (a) a specific tax imposed by the YTG on Forest Resources activities, which for greater certainty, does not include corporate income tax; and
- (b) royalties, stumpage fees, licenses, rentals, or other fees or revenues from the exploitation of Forest Resources, which, for greater certainty, does not include any such revenues in respect of an Encumbering Right to be accounted for and paid by the YTG to a First Nation pursuant to the terms of a Settlement Agreement.

Formula Financing Agreement: means the agreement, including its appendix and annexes, between Canada and the YTG signed on April 27, 1999 and in effect from April 1, 1999 to March 31, 2004, or any successor agreement governing the financial arrangements between Canada and the YTG.

French Minority Population: means the estimated number of persons of the French linguistic minority population as determined on the basis of the 1991 census of population or the most recent decennial census of population for which results are published by Statistics Canada, under its method of estimating first official language spoken, described as Method I in Population Estimates by First Official Language Spoken, September 1989.

Future NAP-Related PSTA: means a programs and services transfer agreement concluded after the date this Agreement is signed pursuant to section 17 of a Self-Government Agreement, or pursuant to equivalent provisions of a future Self-Government Agreement, to the extent that it relates to any matters described in Appendix A of a NAP PSTA in respect of which responsibility is to be assumed by a Yukon First Nation.

GEB: means the “gross expenditure base” as described in the Formula Financing Agreement.

Impact: means a hazard to human health or the environment, or a safety hazard.

Inventory of Exclusions: means the final inventory of exclusions provided pursuant to 2.10.

Land Revenues: means revenues, other than Forest Revenues, Mineral Revenues and Reforestation Fees, derived by the YTG in respect of the use of or the sale or disposition of interests in Public Land other than staff housing transferred to the YTG as part of this Agreement, which for greater certainty, does not include corporate income tax and any such revenues in respect of an Encumbering Right to be accounted for and paid by the YTG to a First Nation pursuant to the terms of a Settlement Agreement.

Legislature: means, prior to the Effective Date, the Commissioner in Council and, after the Effective Date, the Legislature of Yukon.

Mineral Resources: means precious and base metals and other non-living, naturally occurring substances, whether solid, liquid or gaseous, including coal, and coal-bed methane but excluding “oil” and “gas” as defined in the *Yukon Act* (Canada) on the date this Agreement is signed.

Mineral Revenues: means revenues derived by the YTG from:

- (a) a specific tax imposed by the YTG on the exploration, production and development of Mineral Resources, Mines and Minerals which, for greater certainty, does not include corporate income tax; and
- (b) royalties, licenses, rentals or other fees related to the exploration, production and development of Mineral Resources, Mines and Minerals, which, for greater certainty, does not include any such revenues in respect of an Encumbering Right to be accounted for and paid by the YTG to a First Nation pursuant to the terms of a Settlement Agreement.

Minerals: means precious and base metals and other non-living, naturally occurring substances, whether solid, liquid or gaseous, and includes coal, and “specified substances” as defined in the Umbrella Final Agreement and Appendix C of the Gwich’in Comprehensive Land Claim Agreement, but excludes “oil” and “gas” as defined in the *Yukon Act* (Canada) on the date this Agreement is signed.

Mines: means mines, opened and unopened.

NAP: means the Northern Affairs Program of DIAND as it relates to the Yukon, including its programs and responsibilities as they exist immediately prior to the Effective Date, but excluding the NAP Waste Management Program.

NAP Indeterminate Employee: means an employee of NAP whose salary is paid through the funds referred to in 7.1 or 7.8 and in respect of whom Canada provides to the YTG the information referred to in 3.3.

NAP PSTA: means any one of the programs and services transfer agreements made on November 19, 1999 between Canada and:

- (a) the Champagne and Aishihik First Nations;
- (b) the Tr'ondëk Hwëch'in;
- (c) the Little Salmon/Carmacks First Nation;
- (d) the First Nation of Nacho Nyäk Dun;
- (e) the Selkirk First Nation;
- (f) the Teslin Tlingit Council; or
- (g) the Vuntut Gwitchin First Nation.

NAP PSTA Fire Provisions: means NAP PSTA provisions 7.5 to 7.8 and 10.0, as the latter applies to 7.5 to 7.8, or any equivalent provisions of a Future NAP-Related PSTA made prior to the Effective Date.

NAP Term Employee: means a full-time or part-time employee of NAP who is appointed for a specified period of time and whose employment ceases at the expiration of that specified period.

NAP Waste Management Program: means the program established by DIAND to address safety hazards and hazards to human health and the environment in the Yukon and a successor program or programs, if any.

National Wildlife Area: means

- (a) any land under the administration of the Minister of the Environment that is subject to measures imposed under the *Canada Wildlife Act* (Canada) for the conservation of wildlife; or

- (b) any protection area for migratory birds prescribed under the *Migratory Birds Convention Act, 1994* (Canada).

New Base Salary: means the sum of a NAP Indeterminate Employee's Base Federal Salary and the environmental allowance and cost of living allowance components of the federal isolated post allowance in effect at the date the offer of employment referred to in 3.4 is made, both calculated at the married rate.

New Contaminant: means a substance which is in an amount, concentration or level exceeding the amount, concentration or level prescribed for that substance pursuant to the *Environment Act* (Yukon), but does not include:

- (a) those substances which are also identified in the CCME Guidelines at the Effective Date, regardless of the level or concentrations prescribed for that substance in the Guidelines; and
- (b) those substances that are categorized, in accordance with subsection 73(1) of the *Canadian Environmental Protection Act, 1999* (Canada),
 - (i) as persistent or bioaccumulative, as defined in the *Canadian Environmental Protection Act, 1999* (Canada), or
 - (ii) as being inherently toxic to humans or to non-human organisms, as determined by laboratory or other studies.

Newly-Discovered Site: means any site located on Public Land or Settlement Land as defined in 6.1 that is not listed in the Final Inventory of Sites or in Sections E (Type I Sites) and F (Type II Sites) of Appendix H (Inventory of Sites), or any site that is considered a Newly-Discovered Site pursuant to 6.17.

Non-Archival Record: means any Record identified by the National Archives of Canada as having no enduring value for the purposes of the *National Archives of Canada Act* (Canada) and that is no longer required by Canada.

Non-Resource Revenues: means any revenues derived by the YTG through this Agreement as a result of the Commissioner of Yukon's administration and control of Public Land and rights in respect of Waters, other than Resource Revenues and Reforestation Fees.

Operator: means

- (a) the holder of a lease, license, permit or other interest or authorization in respect of a site, other than a mineral claim and any interest therein;
- (b) a federal or territorial department, agency or agent corporation for whom land at a site is reserved by entry into the YTG property records; or
- (c) any other party legally responsible, otherwise than under this Agreement, for the care, maintenance or abandonment of a site.

PAGE: means the “annual population-adjusted gross expenditure escalator” as described in the Formula Financing Agreement.

Party: means a signatory to this Agreement or a First Nation that provides a notice in accordance with 8.3.

Public Land: means any land and any interest in any land in the Yukon that belongs to Her Majesty in Right of Canada, which, for greater certainty, includes:

- (a) Forest Resources;
- (b) Mineral Resources and the right to work them;
- (c) Mineral Resources reserved from Commissioner’s Land and the right to work them;
- (d) Mines and Minerals and the Right to Work the Mines and Minerals reserved from Category B Settlement Land and Fee Simple Settlement Land pursuant to sections 5.4.1.2 and 5.4.1.3 of Yukon First Nations Final Agreements;
- (e) Mines and Minerals and the Right to Work the Mines and Minerals reserved from Tetlit Gwich’in Yukon Land pursuant to section 3.1.3 of Appendix C of the Gwich’in Comprehensive Land Claim Agreement; and
- (f) beds of bodies of water;

but which excludes Commissioner’s Land and those lands and beds of bodies of water listed in the Inventory of Exclusions.

Record: includes correspondence, memoranda, electronic mail, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microfilms, sound recordings, videotapes, machine readable records, facsimiles, facsimile transmittal records, facsimile activity reports, published material and any other documentary material regardless of physical form or medium.

Record Copied: means a photocopy or other reproduction of a Record provided by Canada to the YTG pursuant to this Agreement, the original of which is retained by Canada.

Record Loaned: means a Record the custody of which is temporarily transferred from Canada to the YTG pursuant to this Agreement.

Record Retention and Disposition Schedule: means a schedule of time periods and methods of disposition established for the retention and disposition of Records.

Record Transferred: means a Record which is permanently transferred from Canada to the YTG pursuant to this Agreement.

Reforestation Fee: means the component of stumpage fees collected and set apart to be used for reforestation in the Yukon, and any other revenues which Canada and the YTG may agree to treat as a Reforestation Fee pursuant to 7.34.

Remediate or Remediation: means the prevention, minimization or mitigation of an Impact through the development and application of a planned approach to make improvements at a site in order to remove, destroy, contain or otherwise reduce availability of contaminants to receptors of concern, and to remove, destroy or contain safety hazards, which improvements may require monitoring and care and maintenance.

Remediated Site: means any site listed in Sections A (Remediated Sites) or G (Contained Sites) of the Final Inventory of Sites or any site in respect of which a notice is provided pursuant to 6.32(c) or (d).

Resource Revenues: means Forest Revenues, Mineral Revenues, Land Revenues and Water Revenues derived by the YTG through this Agreement as a result of the Commissioner's administration and control of Public Land and rights in respect of Waters.

Responsible Party: means the person who had possession, charge or control of a Contaminant or New Contaminant at the time of its release into the natural environment.

Right to Work: includes the right to enter on, use and occupy the land to such extent as may be necessary for the purpose of the working and extraction of Minerals.

Self-Government Agreement: means a self-government agreement concluded among a Yukon First Nation, Canada and the YTG pursuant to that Yukon First Nation's Final Agreement.

Settlement Agreement: means a Yukon First Nation Final Agreement or a Transboundary Agreement.

Settlement Land: means any land, or any interest in land, located in the Yukon that belongs to a First Nation pursuant to a Settlement Agreement or a Self-Government Agreement.

Site not Requiring Remediation: means any site listed in Section B (Sites not Requiring Remediation) of the Final Inventory of Sites or any site in respect of which a notice is provided pursuant to 6.32(a).

Site Requiring Assessment: means any site listed in Section C (Sites Requiring Assessment) of the Final Inventory of Sites or any Newly-Discovered Site that is determined to be a Site Requiring Assessment pursuant to 6.24 or 6.28.

Site Requiring Remediation: means any site listed in Section D (Sites Requiring Remediation) of the Final Inventory of Sites or any site that is determined to be a Site Requiring Remediation pursuant to 6.18 or 6.38.1.

Total Population: means the estimated total population as determined by Statistics Canada on the basis of the 1991 census of population or the most recent decennial census of population for which results are published, excluding institutional residents, as defined in *Population Estimates by First Official Language Spoken*, September 1989.

Transboundary Agreement: means Appendix C of the Gwich'in Comprehensive Land Claim Agreement, the Inuvialuit Final Agreement or any land claims agreement with respect to any aboriginal land claims into the Yukon by the Kaska Dena Council, Tahltan Tribal Council and Taku River Tlingits of British Columbia or the Dene/Metis of the Northwest Territories.

Type I Site: means a site listed in Section E (Type I Sites) of Appendix H (Inventory of Sites).

Type II Site: means a site listed in Section F (Type II Sites) of Appendix H (Inventory of Sites).

Umbrella Final Agreement: means the agreement concluded among Canada, the YTG and the Council for Yukon Indians on May 29, 1993, as it may be amended from time to time.

Waters: means any inland waters on or below the surface of land in the Yukon, whether in a liquid or frozen state, other than waters in an existing national park, national park reserve or National Wildlife Area, or in any future national park, national park reserve or National Wildlife Area, as and when established.

Water Revenues: means revenues derived by the YTG from the sale or disposition of rights in respect of Waters, which, for greater certainty, does not include corporate income tax.

YTG Collective Agreement: means the *Collective Agreement Between the Government of Yukon and the Public Service Alliance of Canada* in effect at the Effective Date.

Yukon: means the Yukon Territory as defined in the *Yukon Act* (Canada).

Yukon First Nation: means any of Carcross/Tagish First Nation, Champagne and Aishihik First Nations, Tr'ondëk Hwëch'in, Kluane First Nation, Little Salmon/Carmacks First Nation, First Nation of Nacho Nyäk Dun, Selkirk First Nation, Ta'an Kwach'an Council, Teslin Tlingit Council, Vuntut Gwitchin First Nation, White River First Nation, Kwanlin Dun First Nation, Liard First Nation or Ross River Dena Council.

Yukon First Nation Final Agreement: means a land claims agreement for a Yukon First Nation that includes provisions specific to that Yukon First Nation and incorporates the provisions of the Umbrella Final Agreement.

CHAPTER 1 GENERAL PROVISIONS

OBJECTIVE

- 1.1 The objective of the Parties in entering into this Agreement is to provide for the transfer from Canada to the YTG of the resources and responsibilities associated with NAP and to do so in a manner that respects the protection provided by the Constitution of Canada for any existing aboriginal, treaty and other rights of the aboriginal peoples of Canada and that is consistent with Self-Government Agreements and any existing fiduciary duties or obligations of the Crown to aboriginal peoples of Canada.

EFFECTIVE DATE

- 1.2 The Parties intend the Effective Date to be April 1, 2003.

NEGOTIATION OF SETTLEMENT AND SELF-GOVERNMENT AGREEMENTS

- 1.3 The Parties hereby acknowledge and confirm their mutual intent to conclude, as a matter of the highest priority in the Yukon, the negotiation of any outstanding Settlement Agreement or Self-Government Agreement.
- 1.3.1 The Parties further acknowledge and confirm their mutual intent to conclude the negotiations referred to in 1.3 within the policies and mandates given to their respective officials to negotiate such agreements from time to time.
- 1.3.2 The Parties further acknowledge and confirm their mutual preference to conclude the negotiations referred to in 1.3 without resorting to litigation.

CONSTITUTION OF CANADA

- 1.4 Nothing in this Agreement shall be construed so as to affect in any manner the Constitution of Canada.
- 1.5 Nothing in this Agreement shall be construed so as to give the Legislature greater powers than are given to legislatures of the provinces under sections 92, 92A and 95 of the *Constitution Act, 1867*, with respect to similar classes of subjects described in those sections.

- 1.5.1 For greater certainty, the Legislature shall not have powers under section 91(24) of the *Constitution Act, 1867* to make laws that apply to or in respect of Indians or lands reserved for the Indians, except to the extent that any such powers are:
- (a) provided for in a Settlement Agreement or a Self-Government Agreement, or in federal legislation implementing such an agreement;
 - (b) exercised to give effect to or implement provisions of a Settlement Agreement or a Self-Government Agreement; or
 - (c) already given the Legislature on the date this Agreement is signed.

FIRST NATIONS' RIGHTS AND INTERESTS

Non-derogation

- 1.6 Nothing in this Agreement shall be construed so as to abrogate or derogate from the protection provided for existing aboriginal or treaty rights of the aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the *Constitution Act, 1982*.
- 1.7 Nothing in this Agreement shall be construed so as to abrogate or derogate from any fiduciary duty or obligation of the Crown to aboriginal peoples of Canada that may be derived from treaties, constitutional provisions, legislation, common law or express undertakings.
- 1.8 Nothing in this Agreement shall be construed so as to abrogate or derogate from any other obligation of the Crown or the Government of Canada to the aboriginal peoples of Canada that may be provided by the Constitution of Canada.
- 1.9 Nothing in this Agreement shall be construed as an admission or acknowledgement by the Crown as to the existence, nature or scope of any aboriginal or treaty right of aboriginal peoples of Canada, or of any fiduciary duty or obligation, or any other constitutional obligation to aboriginal peoples of Canada.
- 1.10 Nothing in this Agreement shall be construed so as to preclude any of the Parties from advocating before the courts any position on the existence, nature or scope of any aboriginal or treaty right of aboriginal peoples of Canada, or of any

fiduciary duty or obligation, or any other constitutional obligation to the aboriginal peoples of Canada.

- 1.11 Nothing in this Agreement shall be construed so as to limit or fulfil the obligations of Canada or the YTG under Self-Government Agreements, except to the extent that such obligations are fulfilled, in whole or in part, by the funding arrangements referred to in 7.2 to 7.7 in respect of Future NAP-Related PSTAs.

Land Protection Measures

- 1.12 Subject to 1.13, where in the course of a land claims negotiation in the Yukon, the parties to that negotiation agree, and no later than one hundred and twenty (120) days prior to the Effective Date unless a different period of time is agreed upon, Canada shall initiate withdrawal and prohibition orders for the simultaneous repeal and replacement of any existing withdrawal and prohibition orders under the *Yukon Quartz Mining Act* (Canada), the *Yukon Placer Mining Act* (Canada) and the *Territorial Lands Act* (Canada) in respect of land selections of a First Nation, with new withdrawal and prohibition orders under those Acts in respect of all land selections for that First Nation that are agreed upon as such by the parties to the land claims negotiation at that time.
- 1.13 Prior to initiation by Canada of the orders referred to in 1.12, the parties to the land claims negotiation shall agree upon descriptions of the land selections and to the extent and in the form considered necessary by such parties, upon any rights-of-way, easements, reservations, exceptions, restrictions, special conditions and other interests, applicable to the lands.
- 1.14 Unless otherwise agreed by the parties to a land claims negotiation, federal withdrawal and prohibition orders which are in effect immediately prior to the Effective Date in respect of land selections shall be replaced pursuant to applicable territorial legislation as of the Effective Date, and shall remain in effect until the earlier of a date five (5) years from the Effective Date or the effective date of the First Nation's Settlement Agreement, unless the parties to the land claims negotiation agree upon another date.
- 1.15 Where, at least sixty (60) days prior to the Effective Date, the parties to a First Nation land claims negotiation agree upon land selections and where there are no federal withdrawal and prohibition orders in effect with respect to those land selections, the YTG shall, subject to 1.20, give effect on the Effective Date to

withdrawal and prohibition orders pursuant to territorial legislation in respect of those land selections and such orders shall remain in effect until the earlier of a date five (5) years from the Effective Date or the effective date of the First Nation's Settlement Agreement, unless the parties to the land claims negotiation agree upon another date.

- 1.16 Unless otherwise agreed, as soon as practicable after the Effective Date, the YTG shall, subject to 1.20, pass withdrawal and prohibition orders pursuant to applicable territorial legislation in respect of parcels of land agreed to by the parties to the land claims negotiation up to an amount equal to 120% of the difference between the Settlement Land quantum for that First Nation and the amount of land in respect of which there are withdrawal and prohibition orders in effect pursuant to 1.14 and 1.15.
- 1.17 Withdrawal and prohibition orders in respect of land parcels agreed to under 1.16 shall expire as follows:
- (a) in respect of an amount of land which causes the total amount of land withdrawn to be 100% or less of the quantum of Settlement Land for that First Nation, at the same time as the orders made under 1.14 unless the parties to the land claims negotiation agree upon another date; and
 - (b) in respect of any amount of land which causes the total amount of land withdrawn to be greater than 100% of the quantum of Settlement Land for that First Nation, after a two (2) year period unless the parties to the land claims negotiation agree upon another date.
- 1.18 The provisions of 1.15 and 1.16 do not apply:
- (a) in respect of Commissioner's Lands within municipal boundaries; and
 - (b) to a First Nation in respect of which Settlement Land negotiations in the Yukon are complete or substantially complete as at the Effective Date.
- 1.19 Where, following the signing of this Agreement, the parties to a land claims negotiation in the Yukon agree that negotiations of a First Nation's Settlement Land selections in respect of Commissioner's Lands within a municipality are substantially complete, the YTG shall, subject to 1.20, give effect to withdrawal and prohibition orders pursuant to territorial legislation in respect of the land selections which shall remain in effect until the earlier of a date five (5) years from the date of the orders or the effective date of the First Nation's Settlement

Agreement, unless the parties to the land claims negotiation agree upon another date.

- 1.20 Prior to the initiation by the YTG of the orders referred to in 1.15, 1.16 and 1.19, the parties to the land claims negotiations shall agree upon descriptions of the land selections and to the extent and in the form considered necessary by such parties, upon any rights-of-way, easements, reservations, exceptions, restrictions, special conditions and other interests applicable to the lands.
- 1.21 Unless otherwise agreed, the passage of a withdrawal or prohibition order in respect of any particular land parcel shall not be construed as an agreement to such land parcel becoming Settlement Land.
- 1.22 Prior to the expiry of any YTG withdrawal and prohibition orders made pursuant to 1.14 to 1.16 and 1.19, the YTG shall Consult with the applicable First Nation regarding the extension or renewal of such orders.
- 1.23 The passage of any withdrawal and prohibition orders in respect of any land parcel pursuant to this Agreement is without prejudice to the negotiation by the parties to the land claims negotiation of rights-of-way, easements, reservations, exceptions, restrictions, special conditions or other interests applicable to that parcel.
- 1.24 Any withdrawal and prohibition orders shall be subject to existing interests in the land.

LAND AND WATERS

- 1.25 Public Land shall remain vested in Her Majesty in right of Canada.
- 1.26 Subject to any rights in Waters granted by or under any Act of Parliament, the rights in respect of Waters shall remain vested in Her Majesty in right of Canada.

INDEMNIFICATION

- 1.27 The YTG shall indemnify Canada, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against Canada, or any of its employees or agents, arising out of any acts or omissions of the YTG, its employees or agents, occurring:

- (a) after the Effective Date, in respect of land under the administration and control of the Commissioner of Yukon, except Commissioner's Land;
 - (b) after the Effective Date, in respect of Existing Federal Rights;
 - (c) after the Effective Date, in respect of rights in respect of Waters;
 - (d) in respect of any security assigned to the YTG pursuant to this Agreement;
 - (e) in respect of Records Loaned, Records Copied or Records Transferred, unless such an act or omission is required pursuant to this Agreement; or
 - (f) in respect of Remediation work performed pursuant to this Agreement.
- 1.28 The YTG shall indemnify Canada against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against Canada arising out of a failure by the YTG to meet its obligations under this Agreement in respect of NAP Indeterminate Employees and Appointed NAP Indeterminate Employees.
- 1.29 Canada shall indemnify the YTG, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against the YTG, or any of its employees or agents, arising out of any acts or omissions of Canada, its employees or agents, occurring:
- (a) in respect of Public Land or any land the administration and control of which is transferred by Canada to the Commissioner of Yukon after the Effective Date, where the act or omission occurred prior to the date the Commissioner of Yukon received the administration and control of the land;
 - (b) prior to the Effective Date, in respect of Existing Federal Rights;
 - (c) prior to the Effective Date, in respect of rights in respect of Waters;
 - (d) in respect of the taking of administration and control of land from the Commissioner pursuant to 2.15, the making of a prohibition order pursuant to 2.17 or 2.18 or the granting of an application pursuant to 2.25;

- (e) in respect of any security required to be assigned to the YTG pursuant to this Agreement;
 - (f) in respect of Records Loaned, Records Copied or Records Transferred; or
 - (g) in respect of Remediation work performed pursuant to this Agreement.
- 1.30 Canada shall indemnify a First Nation, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against that First Nation, or any of its employees or agents, arising out of any acts or omissions of Canada, its employees or agents, occurring in respect of Remediation work performed pursuant to this Agreement on that First Nation's Settlement Land.
- 1.31 The YTG shall indemnify a First Nation, or any of its employees or agents, against all costs, charges and expenses, including amounts paid to settle an action or to satisfy a judgement, that may be reasonably incurred in respect of any claim, action or other proceeding brought against that First Nation, or any of its employees or agents, arising out of any acts or omissions of the YTG, its employees or agents, occurring in respect of Remediation work performed pursuant to this Agreement on that First Nation's Settlement Land.
- 1.32 Canada, the YTG or a First Nation, or any of their employees or agents, shall not be entitled to be indemnified under 1.27 to 1.31 if the claim, action or proceeding was settled out of court without the written consent of the government that is required to provide an indemnity.

INTERPRETATION

General Rules of Interpretation

- 1.33 There is no presumption that doubtful expressions, terms or provisions in this Agreement shall be resolved in favour of any particular Party.
- 1.34 In this Agreement:
- (a) unless it is otherwise clear from the context, a reference to a "Chapter" or "Appendix" means a Chapter or Appendix of this Agreement;

- (b) headings and sub-headings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;
- (c) unless otherwise provided, a reference to a statute includes every amendment to it, every regulation made under it and amendment made to such regulation, and any successor legislation;
- (d) a reference to a Settlement Agreement or a Self-Government Agreement includes every amendment to it;
- (e) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular; and
- (f) where one or more Parties are mentioned in a provision of this Agreement, this shall not be interpreted as implying or inferring any obligation on or acknowledgment by any Party not mentioned in that provision.

Computation of Time

- 1.35 Sections 26 to 28 of the *Interpretation Act* (Canada) apply to the computation of time for the purposes of this Agreement.

Inconsistency or Conflict

- 1.36 In the event of an inconsistency or conflict between this Agreement and a Settlement Agreement or Self-Government Agreement, the Settlement Agreement or Self-Government Agreement shall prevail to the extent of the inconsistency or conflict.

OTHER PROGRAMS

- 1.37 Nothing in this Agreement shall preclude the YTG from being eligible to participate in any federal programs pertaining to the matters addressed in this Agreement, inclusive of the financial benefits related to such programs, in accordance with applicable program criteria, as such programs may exist from time to time.
- 1.38 Nothing in this Agreement shall preclude a First Nation from being eligible to participate in any federal or territorial programs pertaining to the matters addressed in this Agreement, inclusive of the financial benefits related to such

programs, in accordance with applicable program criteria, as such programs may exist from time to time.

AGREEMENTS BETWEEN THE YTG AND FIRST NATIONS

- 1.39 Agreements between the YTG and First Nations made pursuant to this Agreement are appended in Appendix B (YTG - First Nations Agreements) and may be amended with the written consent of the YTG and First Nations that are Parties to this Agreement after a fifteen (15) day notice of the intended amendment has been given to Canada.
- 1.40 Agreements in Appendix B (YTG - First Nations Agreements) and any amendment thereof shall not create any legally enforceable rights, obligations or liabilities binding on Canada without Canada's written consent.

FEDERAL LEGISLATION

- 1.41 Nothing in this Agreement shall be construed so as to prevent an Act of Parliament from prevailing over territorial legislation to the extent of any conflict between them.
- 1.41.1 For greater certainty, nothing in this Agreement shall be construed so as to abrogate or derogate from the *Northern Pipeline Act* (Canada) and, without limiting the generality of the foregoing, the *Northern Pipeline Act* (Canada) shall apply to Public Land after the Effective Date.
- 1.41.2 For greater certainty, nothing in this Agreement shall be construed so as to prevent the application of the *Dominion Water Power Act* (Canada) on land under the administration and control of Canada after the Effective Date.

GENERAL

No Benefits

- 1.42 No member of the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit to arise from it.

Appropriation

- 1.43 Financial provisions of this Agreement applicable to Canada are subject to the appropriation of funds by the Parliament of Canada.
- 1.44 Expenditures by the YTG pursuant to this Agreement are subject to the appropriation of funds by the Legislature.

Execution of Documents

- 1.45 Each Party shall, at the request of another Party, execute and deliver to the requesting Party any instrument or document or shall do anything that may reasonably be required to carry out its obligations under this Agreement, or to complete any transaction contemplated by this Agreement.

Severability

- 1.46 Unless otherwise determined by a court of competent jurisdiction, if any provision contained in this Agreement is rendered invalid, illegal or unenforceable by a court of competent jurisdiction in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be considered by any of the Parties to be affected or impaired.

Amendment

- 1.47 Unless otherwise provided in this Agreement, the provisions of this Agreement may be amended with the written consent of the Parties.

Jurisdiction of the Court

- 1.48 The Supreme Court of the Yukon shall have jurisdiction in respect of any action or proceeding arising out of this Agreement.
- 1.49 Nothing in 1.48 shall be construed so as to limit the jurisdiction of any other court, including the Federal Court of Canada, as may be set forth from time to time in legislation establishing such a court.

Disputes

- 1.50 In the event of a dispute between any of the Parties in respect of the interpretation, application or implementation of this Agreement, the Parties agree to explore resolution of the dispute through negotiation or other appropriate dispute resolution procedures before resorting to litigation.

NOTICES AND COMMUNICATIONS

- 1.51 Any notice to be given or communication made to a Party pursuant to this Agreement shall be in writing and shall be effectively given or made if delivered by hand, transmitted by facsimile transmission or sent by registered mail, to the appropriate address or facsimile number set out in Appendix A (Notices and

Communications) or to any other address or facsimile number where so notified by that Party.

1.51.1 A notice or communication will be considered to have been received:

- (a) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;
- (b) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next Business Day; or
- (c) if mailed by registered post in Canada, five (5) Business Days after posting, except that, in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication shall be delivered by hand or sent by facsimile transmission.

CHAPTER 2 TRANSFER OF RESPONSIBILITIES

LEGISLATIVE AUTHORITY

- 2.1 As soon as practicable after this Agreement is signed by the Parties, Canada shall introduce into Parliament and support, as a government measure, legislation necessary to:
- (a) repeal and replace the *Yukon Act* (Canada) to ensure that the Legislature has the power to make laws with respect to Public Land, Waters, and the disposition of any right or interest in Public Land or of any right in respect of Waters;
 - (b) repeal the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada) and the *Yukon Waters Act* (Canada);
 - (c) make the *Territorial Lands Act* (Canada) inapplicable in respect of the Yukon;
 - (d) subject to 2.6, repeal the *Yukon Surface Rights Board Act* (Canada); and
 - (e) make consequential amendments to other federal legislation as required.
- 2.2 Canada shall:
- (a) repeal any regulations made under the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada) and the *Yukon Waters Act* (Canada); and
 - (b) repeal or make inapplicable in respect of the Yukon any regulations made under the *Territorial Lands Act* (Canada).
- 2.3 Prior to the Effective Date, the YTG shall introduce into the Legislature and support, as a government measure, legislation that:
- (a) mirrors, to the extent practicable, the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada), the *Yukon Waters Act* (Canada) and the *Territorial Lands Act* (Canada); and
 - (b) makes consequential amendments to other territorial legislation as required.

- 2.4 The YTG shall make regulations that mirror, to the extent practicable, the regulations made pursuant to the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada), the *Yukon Waters Act* (Canada) and the *Territorial Lands Act* (Canada), which are in force and applicable in the Yukon immediately prior to the Effective Date.
- 2.5 Canada and the YTG shall synchronize the coming into force of their respective legislative measures referred to in 2.1 to 2.4.
- 2.5.1 For greater certainty, the legislative measures referred to in 2.1(b), (c) and (e) and 2.2 shall come into effect on the date the legislation repealing and replacing the *Yukon Act* (Canada) in accordance with 2.1(a) comes into effect and the legislative measures referred to in 2.3 and 2.4 shall come into effect immediately thereafter.
- 2.6 The repeal of the *Yukon Surface Rights Board Act* (Canada) pursuant to 2.1(d) shall come into effect on a date, after the Effective Date, to be fixed by order of the Governor in Council.
- 2.6.1 Territorial surface rights board legislation shall:
- (a) come into effect immediately after the *Yukon Surface Rights Board Act* (Canada) is repealed; and
 - (b) be drafted in accordance with 8.5.0 of the Umbrella Final Agreement.
- 2.6.2 The date upon which the *Yukon Surface Rights Board Act* (Canada) is to be repealed shall be fixed after Consultation by Canada with the other Parties.
- 2.7 Following the Effective Date, the YTG shall Consult with Yukon First Nations with respect to any proposed amendment or repeal of the *Yukon Act* (Canada) provided that Canada consults with the YTG prior to the introduction of any such proposed amendment or repeal in the House of Commons.

LAND AND WATERS

Administration and Control of the Commissioner of Yukon

- 2.8 As of the date the *Yukon Act* (Canada) is repealed and replaced in accordance with 2.1(a), the Commissioner of Yukon shall have the administration and control

of Public Land and of all rights in respect of Waters, and, without limiting the generality of the foregoing, the Commissioner of Yukon may:

- (a) use Public Land, or sell or otherwise dispose of the entire or any lesser interest in Public Land and retain the proceeds of the use, sale or disposition; and
- (b) exercise rights in respect of Waters, or sell or otherwise dispose of them and retain the proceeds of their exercise, sale or disposition.

2.8.1 The administration and control of Public Land and of rights in respect of Waters shall be exercised in a manner consistent with the terms and conditions of this Agreement.

2.8.2 The transfer of the administration and control of Public Land and of rights in respect of Waters to the Commissioner of Yukon shall not affect:

- (a) the “specified substances right” of a Yukon First Nation in Category B Settlement Land and Fee Simple Settlement Land set out in 5.4.1.2 and 5.4.1.3 of a Yukon First Nation Final Agreement;
- (b) the “specified substances right” of the Tetlit Gwich’in in Tetlit Gwich’in Yukon Land set out in 3.1.3 of Appendix C of the Gwich’in Comprehensive Land Claim Agreement;
- (c) any existing right or interest in, or any existing trust in respect of, Public Land; or
- (d) any existing right in respect of Waters.

Inventory of Exclusions

2.9 Prior to the Effective Date, Canada shall make best efforts to replace parcel descriptions referring to sketch maps within Appendix C (Preliminary Inventory of Exclusions) by metes and bounds or better land descriptions.

2.10 Not later than three (3) months prior to the Effective Date, Canada shall provide to the other Parties a final inventory of exclusions consisting of Appendix C (Preliminary Inventory of Exclusions) which Canada may have varied for the purpose of:

- (a) replacing the land description of a parcel contained in Appendix C (Preliminary Inventory of Exclusions) with a more accurate land description;
 - (b) adding a parcel not included in Appendix C (Preliminary Inventory of Exclusions) which is dedicated to the purposes of a Federal Department or is under the administration of a Federal Agent Corporation;
 - (c) modifying the land description of a parcel that was not accurately described in Appendix C (Preliminary Inventory of Exclusions) so that it corresponds to the parcel which is dedicated to the purposes of a Federal Department or is under the administration of a Federal Agent Corporation;
or
 - (d) deleting a parcel listed in Appendix C (Preliminary Inventory of Exclusions) not dedicated to the purposes of a Federal Department or not under the administration of a Federal Agent Corporation.
- 2.11 If, after the Effective Date, it appears that a parcel or part of a parcel of land not included in the Inventory of Exclusions was, on the Effective Date, required for the purposes of a Federal Department or under the administration of a Federal Agent Corporation, the Commissioner of Yukon shall relinquish, pursuant to the *Yukon Act* (Canada), administration and control of that land to Canada for the benefit of that department or corporation.
- 2.11.1 Prior to the relinquishment of administration and control of land pursuant to 2.11, Canada shall:
- (a) identify to the YTG the intended use of the land to be relinquished;
and
 - (b) Consult with the YTG on the boundaries and quantum of the land to be relinquished and any third party rights that may be affected by the relinquishment.

Access to Land

- 2.12 The YTG shall grant Canada access to Public Land, at no cost to Canada, to allow Canada to fulfill its commitments under this Agreement and to meet any of its other responsibilities in the Yukon.

Land Reserved for Federal Departments or Federal Agent Corporations

- 2.13 As of the Effective Date, the YTG shall, by making an entry in its property records, reserve for the use of a Federal Department, or Federal Agent Corporation, any Public Land which, immediately prior to the Effective Date, is reserved for the use of this department or corporation by entry in the federal property records in the custody of the Head of Land Disposition in the Yukon Region Land Resources Division of DIAND at Whitehorse.
- 2.14 Upon the request of a Federal Department or Federal Agent Corporation for which land is reserved pursuant to 2.13, and subject to 2.14.1, the Commissioner of Yukon shall relinquish, pursuant to the *Yukon Act* (Canada), administration and control of the land to Canada for the benefit of that department or corporation.
- 2.14.1 Prior to the relinquishment of administration and control of land under 2.14, Canada shall:
- (a) identify to the YTG the intended use of the land to be relinquished; and
 - (b) Consult with the YTG on the boundaries and quantum of the land to be relinquished and any third party rights that may be affected by the relinquishment.

Administration and Control by Canada

- 2.15 Canada may take from the Commissioner of Yukon the administration and control of any land where Canada determines it is necessary to do so:
- (a) in the national interest, for matters including
 - (i) national defence or security,
 - (ii) the establishment of, or changes to the boundaries of a national park, national park reserve, national historic site or other area protected under an Act of Parliament, or
 - (iii) the creation of infrastructure for transportation or energy-related initiatives;
 - (b) for the welfare of Indians and Inuit; or

- (c) for the conclusion or implementation of a Settlement Agreement.
- 2.16 Prior to the taking of administration and control of land from the Commissioner of Yukon pursuant to 2.15, Canada shall:
- (a) identify to the YTG
 - (i) the purpose for which the land is being taken, and
 - (ii) the location and quantum of land being taken; and
 - (b) except in cases involving national defence or security, Consult with the YTG on the boundaries of land and any third party rights that may be affected by the taking.

Prohibition Orders

- 2.17 Canada may prohibit the issuance of interests or the authorization of the conduct of activities, under territorial legislation, in or on land under the administration and control of the Commissioner of Yukon as specified in an order, if Canada considers that such a prohibition is required:
- (a) before the administration and control of land is taken pursuant to 2.15(a) or (b); or
 - (b) for the conclusion or implementation of a Settlement Agreement.
- 2.18 Canada may prohibit any use of Waters or the deposit of waste into Waters, as specified in an order, if Canada considers that:
- (a) the use, or the deposit of waste, would be incompatible with or would interfere with a particular undertaking which is in the national interest; or
 - (b) the prohibition is required for the conclusion or implementation of a Settlement Agreement.
- 2.19 Canada shall notify the YTG of a proposed prohibition order under 2.17 or 2.18.
- 2.19.1 Prior to making a prohibition order pursuant to 2.17 or 2.18, Canada shall Consult with the YTG on, as the case may be:

- (a) the boundaries and quantum of land to be subject to the proposed prohibition order;
 - (b) the location of Waters to be subject to the proposed prohibition order; and
 - (c) the interests, activities or use the issuance or authorization of which would be prohibited by the proposed order.
- 2.20 After the notification referred to in 2.19 is given, but not earlier than one hundred and twenty (120) days and no later than sixty (60) days before the prohibition order is to be made, Canada shall cause notice of a proposed prohibition order under 2.17 or 2.18 to be published in the Canada Gazette and in a newspaper which, in the opinion of Canada, has a large circulation in the Yukon.
- 2.21 A proposed prohibition order in respect of which a notice is published pursuant to 2.20 shall temporarily take effect on the day of publication of the notice in the Canada Gazette, for a period of one hundred and twenty days unless, during that period, Canada causes to be published a notice in the Canada Gazette and in a newspaper, which, in the opinion of Canada, has a large circulation in the Yukon, of its intention not to proceed with the order.
- 2.21.1 The temporary prohibition shall cease to be in effect pursuant to 2.21 upon the publication of the notice of the intention not to proceed in the Canada Gazette.
- 2.22 Before making a prohibition order pursuant to 2.17 or 2.18, Canada shall consider any representations received within sixty (60) days after the publication of the notice referred to in 2.20.
- 2.23 No further notice need be given pursuant to 2.19 and 2.20 if the scope of application of the prohibition order is reduced to cover a smaller area or fewer activities than set out in the notice of the proposed order.
- 2.24 A prohibition order made pursuant to 2.17 or 2.18 may be made for a period of five (5) years or less.

Northern Pipeline

- 2.25 Canada may grant, with or without conditions, an application made to a person or entity required by territorial legislation to hold a public hearing on the matter if the application is:

- (a) for rights or renewal of rights in respect of Waters for the purpose of constructing the pipeline referred to in the *Northern Pipeline Act* (Canada); or
- (b) for permission to expropriate lands or any interest in lands for the purposes of that pipeline if the application is made by a person who holds or has applied for rights in respect of Waters described in (a).

2.25.1 The provisions of 2.25 only apply if the public hearing is not begun within six (6) months after the application is made or is not completed within sixty (60) days after it began, or a decision is not given within forty-five (45) days after the completion of the hearing.

2.25.2 Canada may only grant an application pursuant to 2.25 after consultation with the person or entity required to hold the public hearing.

2.25.3 A decision of Canada to grant an application pursuant to 2.25 shall be deemed to have been made under territorial legislation.

No Cost or Compensation

2.26 The relinquishment of administration and control of land by the Commissioner of Yukon pursuant to 2.11 or 2.14, the taking of administration and control of land by Canada pursuant to 2.15, the prohibition of the issuance of interests in land or of the authorization of the conduct of activities thereon pursuant to 2.17, the prohibition of any use of Waters or deposit of waste into Waters pursuant to 2.18, and the granting of an application pursuant to 2.25 shall be without cost or compensation to the YTG.

SUCCESSOR YTG LEGISLATION

2.27 Section A of Appendix B (YTG-First Nation Agreements) contains an agreement between the YTG and First Nations that are Parties to this Agreement which sets out cooperative working arrangements in respect of the development of a workplan and preparation of successor territorial legislation pertaining to the administration and control of Public Land and the administration and control of rights in respect of Waters.

2.28 The YTG shall Consult with First Nations with Settlement Land in the Yukon pursuant to a Transboundary Agreement regarding development of the legislation referred to in 2.27.

SETTLEMENT AGREEMENT IMPLEMENTATION

- 2.29 As of the Effective Date, the responsibilities of Canada and the YTG under Settlement Agreements shall be shared as follows:
- (a) Canada shall remain responsible for NAP-related matters listed in Section A of Appendix D (Settlement Agreement Implementation);
 - (b) the YTG shall be responsible for NAP-related matters listed in Section B of Appendix D (Settlement Agreement Implementation); and
 - (c) the responsibility of Canada and the YTG for any matter not listed in Appendix D (Settlement Agreement Implementation) shall be determined in accordance with Settlement Agreements and Self-Government Agreements.
- 2.30 Nothing in 2.29 or Appendix D (Settlement Agreement Implementation) shall be construed so as to define, interpret or amend any provision of a Settlement Agreement, or as an admission or acknowledgement of the existence of any obligation under a Settlement Agreement.

ENVIRONMENTAL ASSESSMENT

- 2.31 Subject to 2.31.2, the YTG shall, prior to the Effective Date, introduce into the Legislature and support as a government measure legislation that mirrors, to the extent practicable, the *Canadian Environmental Assessment Act* (Canada) and shall have, ready to be made, regulations that mirror, to the extent practicable, regulations made under the *Canadian Environmental Assessment Act* (Canada).
- 2.31.1 The territorial mirror legislation and regulations referred to in 2.31 shall be developed in consultation with the Canadian Environmental Assessment Agency and, before the legislation is introduced and the regulations made, shall be approved by the federal Minister of the Environment.
- 2.31.2 The YTG shall not introduce into the Legislature the territorial mirror legislation referred to in 2.31 if, at the time the YTG would otherwise have introduced it, Development Assessment Legislation is fully in effect.
- 2.31.3 If Development Assessment Legislation is not fully in effect on the Effective Date, the territorial mirror legislation and regulations referred to in 2.31 shall come into effect on the Effective Date and remain in effect at

least until the date at which Development Assessment Legislation comes fully into effect.

- 2.31.4 If the territorial mirror legislation and regulations referred to in 2.31 are in effect in accordance with 2.31.3, all environmental assessments of NAP-related projects conducted by DIAND in the Yukon pursuant to the *Canadian Environmental Assessment Act (Canada)* and the *Environmental Assessment Review Process Guidelines Order (Canada)* and not completed on the Effective Date shall be completed after the Effective Date by the YTG pursuant to such territorial legislation and regulations.
- 2.32 If an environmental assessment by panel review is required by the territorial legislation and regulations referred to in 2.31, which are in effect in accordance with 2.31.3, Canada shall consider providing funding support to the YTG in addition to the funding provided pursuant to 7.8 to cover the costs of such an environmental assessment.
- 2.32.1 Nothing in 2.32 shall be construed so as to create an obligation on Canada to provide additional funding support to the YTG.
- 2.33 If Development Assessment Legislation is not fully in effect on the Effective Date, the YTG shall, as of the Effective Date, continue NAP-related interim measures implemented by DIAND pursuant to 12.3.6 of the Umbrella Final Agreement which are in place on the Effective Date until Development Assessment Legislation comes fully into effect, unless the YTG and Yukon First Nations affected by any interim measure agree otherwise.
- 2.33.1 For greater certainty, the provisions of 12.3.6 of the Umbrella Final Agreement continue to apply until the date upon which Development Assessment Legislation comes fully into effect.
- 2.34 Interim measures implemented pursuant to 12.3.6 of the Umbrella Final Agreement that are continued by the YTG pursuant to 2.33 shall be funded through the on-going funding referred to in 7.1.
- 2.34.1 Notwithstanding 2.34, Canada shall remain responsible for providing funding to Yukon First Nations for participation in the Band Resource Officer Program until the date upon which Development Assessment Legislation comes fully into effect.

2.34.2 Notwithstanding 2.34, if any interim measure is implemented by Canada pursuant to 12.3.6 of the Umbrella Final Agreement between the date this Agreement is signed and the Effective Date, the agreement establishing that interim measure shall outline how it shall be funded after the Effective Date.

SERVICES IN ENGLISH AND FRENCH

2.35 As of the Effective Date, it shall be prescribed pursuant to the *Languages Act* (Yukon) that any member of the public has, in the circumstances described in 2.35.1, the right to communicate with, and to receive available services from, any YTG office in English and French, where that office provides, as a result of this Agreement, services to the public of any of the following types:

- (a) Public Land services;
- (b) Mineral Resources services;
- (c) Forest Resources services; or
- (d) Waters services.

2.35.1 In relation to the types of services referred to in 2.35, it shall be possible for members of the public to communicate with and to receive services from any YTG office in both English and French where:

- (a) the office is, of all YTG offices providing services of that type, the office at which there is, on average over a period of two (2) years, the greatest number of persons using the French language to request services;
- (b) the service area of the office has a French Minority Population of at least five thousand (5,000) persons;
- (c) the service area of the office has a French Minority Population of at least five hundred (500) persons and,
 - (i) that French Minority Population is equal to at least five (5) per cent of the Total Population of that service area, or

- (ii) at that office, on average over a period of two (2) years, at least five (5) per cent of the demand from the public for services is in the French language; or
 - (d) the service area of the office has a French Minority Population of at least two hundred (200) persons, that French Minority Population is equal to at least five (5) per cent of the Total Population of that service area, and at that office, on average over a period of two (2) years, at least five (5) per cent of the demand from the public for services is in the French language.
- 2.36 As of the Effective Date, any legislation referred to in 2.3 and 2.31, or any successor legislation, shall provide that any notice, advertisement or other matter that is required or authorized by or pursuant to such legislation to be published by or under the authority of a YTG institution primarily for the information of the public shall:
 - (a) wherever possible, be printed in English in at least one publication in general circulation within each region where the matter applies that appears wholly or mainly in English; and be printed in French in at least one publication in general circulation within each region where the matter applies that appears wholly or mainly in French, equal prominence being given to each version; and
 - (b) where there is no publication in general circulation within a region where the matter applies that appears wholly or mainly in French, be printed in both English and French in at least one publication in general circulation within that region, equal prominence being given to each version.
- 2.37 As of the Effective Date, any legislation referred to in 2.3 and 2.31, or any successor legislation, shall provide that any instrument directed to or intended for the notice of the public, purporting to be made or issued by or under the authority of a YTG institution pursuant to such legislation, shall be made or issued in both English and French.
- 2.38 Where the YTG identifies any of its offices providing services with respect to either Public Land, Mineral Resources, Forest Resources or Waters with signs, each sign shall include both English and French, each language being given equal prominence, or be placed together with a similar sign of equal prominence, one being in English, the other in French.

- 2.39 The complaint mechanism of the Bureau of French Language Services of the YTG, or a successor administrative remedy mechanism established by the YTG or pursuant to territorial legislation, shall apply to communications with and services to the public required to be provided in French pursuant to 2.35 to 2.38.
- 2.40 Canada's financial transfer to the YTG referred to in 7.1 shall include all of the NAP Yukon and NAP Headquarters resources related to providing communications and services in respect of Public Land, Mineral Resources, Forest Resources and Waters to the public in English and French in the Yukon.
- 2.41 Where, after the Effective Date, a YTG office that does not come within the circumstances described in 2.35.1(a), does come within any of the circumstances described in 2.35.1(b), (c) or (d), Canada and the YTG shall meet to review whether resources provided to the YTG by Canada pursuant to this Agreement or otherwise for the purpose of providing French language services are adequate to implement 2.35 at that office.
- 2.42 Nothing in this Agreement shall be construed so as to affect the ability of the Yukon francophone community or its representatives to consult with:
- (a) the YTG, either through the Yukon Advisory Committee on French Language Services or any other body, on matters relating to the availability of government communications and services to the public in French; or
 - (b) Canada and the YTG in respect of the delivery of programs and services in French in the event of any future transfers to the YTG of other programs and services of DIAND.
- 2.43 Nothing in this Agreement shall be construed so as to prevent the YTG from granting rights in respect of, or providing services in, English and French in addition to the rights and services provided for in 2.35 to 2.39.

TRANSITION

Existing Federal Rights

- 2.44 Subject to 2.46, any Existing Federal Right shall be administered and governed as of the Effective Date in accordance with territorial legislation.

2.45 As of the Effective Date, the Legislature shall have the power:

- (a) to make laws providing for the modification, suspension or cancellation of Existing Federal Rights or any right under them in circumstances where, and to the extent that, prior to the Effective Date, such Existing Federal Rights or any right under them could have been modified, suspended or cancelled; and
- (b) without limiting the generality of (a), to make laws that apply to the same extent to Existing Federal Rights as to similar rights and interests issued, granted or otherwise secured under territorial legislation, providing for
 - (i) the addition of requirements governing the manner in which Existing Federal Rights can be exercised; and
 - (ii) the modification, suspension or cancellation of Existing Federal Rights or any right under them, except claims granted pursuant to the *Yukon Placer Mining Act (Canada)* and the *Yukon Quartz Mining Act (Canada)* for failure to comply with requirements governing the manner in which they can be exercised.

2.46 Any Existing Federal Right shall continue in full force and effect:

- (a) until the Existing Federal Right expires or is surrendered;
- (b) unless the holder of the Existing Federal Right and the YTG agree that the Existing Federal Right be cancelled and replaced by a right or interest provided by the YTG;
- (c) unless the holder of an Existing Federal Right which is an Encumbering Right and a First Nation agree, and the YTG consents, that the Existing Federal Right be cancelled and replaced by a right or interest provided by the First Nation;
- (d) unless the Existing Federal Right or any right under it is modified, suspended or cancelled in circumstances where, and to the extent that, before the Effective Date, the Existing Federal Right or any right under it could have been modified, suspended or cancelled;
- (e) unless the Existing Federal Right or any right under it, except a claim granted pursuant to the *Yukon Placer Mining Act (Canada)* and the *Yukon*

Quartz Mining Act (Canada), is modified, suspended or cancelled pursuant to territorial legislation made in accordance with 2.45(b)(ii); or

- (f) unless the Existing Federal Right is expropriated and the right holder is compensated pursuant to territorial legislation.

Security

2.47 On the Effective Date, Canada shall provide to the YTG a list of every security held in relation to Existing Federal Rights, including the following information:

- (a) the name of the holder of the Existing Federal Right;
- (b) the form and term of security provided;
- (c) the amount of security held by Canada on the Effective Date;
- (d) the purpose for which security was provided; and
- (e) the NAP record number for the Existing Federal Right.

2.48 As soon as practicable after the Effective Date, Canada shall arrange to have the security referred to in 2.47 assigned to the YTG.

2.48.1 The YTG shall administer each security in accordance with the *Financial Administration Act* (Yukon).

2.48.2 The YTG shall use or return such security in accordance with the purpose, terms and conditions under which it was administered by Canada immediately prior to the Effective Date, as these terms and conditions may be amended from time to time pursuant to territorial legislation after the Effective Date in circumstances where, prior to the Effective Date, they could have been so amended.

2.49 If, after the Effective Date but before a security has been assigned to the YTG pursuant to 2.48, the YTG requires all or part of that security in accordance with the purpose, terms and conditions for which it was provided to Canada, Canada shall ensure that the YTG is provided funds not exceeding the value of that security.

2.49.1 Where funds are provided to the YTG pursuant to 2.49, the amount of the security to be assigned by Canada pursuant to 2.48 shall be reduced accordingly.

NAP-Related Accounts Payable and Receivable

2.50 Subject to the provisions of this Agreement or unless otherwise agreed by Canada and the YTG, Canada shall:

- (a) be responsible for all NAP-related accounts which are payable prior to the Effective Date, including accounts for goods and services purchased, leased or obtained by other arrangements; and
- (b) retain the management and benefit of all NAP-related accounts which are receivable prior to the Effective Date, including accounts for goods sold or leased.

2.50.1 Prior to the Effective Date, Canada and the YTG shall review procedures for the discharge and collection of all NAP-related accounts which are payable or receivable prior to the Effective Date.

2.51 As of the Effective Date, any security to be provided to Canada by the holder of an Existing Federal Right shall be provided to the YTG and shall be administered by the YTG pursuant to territorial legislation.

2.51.1 If Canada receives any security in relation to an Existing Federal Right after the Effective Date, Canada shall arrange to have it assigned to the YTG.

Applications

2.52 In accordance with territorial legislation, the YTG shall process and dispose of any application made and not disposed of prior to the Effective Date pursuant to the *Territorial Lands Act* (Canada), the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada) or the *Yukon Waters Act* (Canada).

2.52.1 For the purposes of territorial legislation, an application referred to in 2.52 shall be deemed to have been made on the date it was made pursuant to the *Territorial Lands Act* (Canada), the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada) or the *Yukon Waters Act* (Canada).

2.52.2 On the Effective Date, Canada shall transfer to the YTG:

- (a) any land use fee it holds with respect to any application referred to in 2.52 made for a land use permit pursuant to the *Territorial Land Use Regulations* (Canada); and
- (b) any deposit it holds with respect to any application referred to in 2.52 made for a license pursuant to the *Yukon Waters Act* (Canada).

Royalties, Rentals and Dues

- 2.53 As of the Effective Date, any royalty, rental, dues, fee or other charge payable to Canada by the holder of an Existing Federal Right is payable to the YTG pursuant to territorial legislation.
- 2.54 Where Canada collects any royalty, rental, dues, fee or other charge, except an application or service fee or a Reforestation Fee, from the holder of an Existing Federal Right in relation to a period beginning prior to the Effective Date and ending after the Effective Date, Canada shall transfer to the YTG a portion of such royalty, rental, fee, dues or charge in proportion to the length of that period extending after the Effective Date.
- 2.55 Where the YTG collects any royalty, rental, dues, fee or other charge, except an application or service fee or a Reforestation Fee, from the holder of an Existing Federal Right in relation to a period beginning prior to the Effective Date and ending after the Effective Date, the YTG shall transfer to Canada a portion of such royalty, rental, fee, due or charge in proportion to the length of that period extending prior to the Effective Date.

Proceedings and Enforcement

- 2.56 Canada shall remain responsible for enforcement actions commenced by Canada prior to the Effective Date pursuant to the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada), the *Yukon Waters Act* (Canada), or the *Territorial Lands Act* (Canada) which are before a court, but not yet resolved at the Effective Date.
- 2.57 As of the Effective Date, the YTG shall be responsible for determining whether to commence or continue enforcement actions, other than those referred to in 2.56, pursuant to the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act*

(Canada), the *Yukon Waters Act* (Canada) and the *Territorial Lands Act* (Canada), or the legislation referred to in 2.3.

2.57.1 The YTG shall be given the authority, on a case-by-case basis, to lay and prosecute charges on behalf of the Attorney General of Canada under the *Yukon Placer Mining Act* (Canada), the *Yukon Quartz Mining Act* (Canada), the *Yukon Waters Act* (Canada) or the *Territorial Lands Act* (Canada).

Board Membership

2.58 The appointment, prior to the Effective Date, of a person to the Yukon Territory Water Board under the *Yukon Waters Act* (Canada) shall continue after the Effective Date under the territorial legislation mirroring the *Yukon Waters Act* (Canada) as if that person had been appointed under such territorial legislation.

2.59 The appointment, prior to the Effective Date, of a person to the Yukon Land Use Planning Council or any regional land use planning commission shall continue after the Effective Date in accordance with the terms of that person's appointment to that Council or commission.

Residual Responsibilities

2.60 Residual NAP-related responsibilities of Canada in Yukon include the NAP Waste Management Program, in accordance with the provisions of this Agreement.

Government Arrangements and Agreements

2.61 As of the Effective Date, the YTG shall be bound by, comply with, and have the rights, powers and benefits under the terms and conditions of any agreement listed in Sections A and B of Appendix E (Government Agreements) as these terms and conditions apply to DIAND or Canada immediately prior to the Effective Date.

2.61.1 The YTG may agree in writing with all the parties to an agreement, other than DIAND or Canada, to:

- (a) modify, replace or terminate an agreement listed in Section A of Appendix E (Government Agreements); or

- (b) modify or replace an agreement listed in Section B of Appendix E (Government Agreements).

2.61.2 The modification, replacement or termination of an agreement referred to in 2.61.1 shall be effective on a day, not earlier than the Effective Date, to be agreed upon by the YTG and the relevant parties to the agreement.

2.61.3 With the written consent of Canada, the YTG may, prior to or after the Effective Date, agree in writing with all the parties to an agreement listed in Section B of Appendix E (Government Agreements) to terminate the agreement.

2.62 The following apply to the Communication Protocol between the Gwich'in Tribal Council and DIAND (Yukon Region) made on May 7, 1999:

- (a) any modification to or replacement of such Protocol pursuant to 2.61.1 shall be consistent with section 8.3 of Appendix C of the Gwich'in Comprehensive Land Claim Agreement; and
- (b) notwithstanding 2.61, if there is a dispute as to whether consent is required from the Tetlit Gwich'in for a proposed development or activity to be authorized, the matter will be referred for determination by the Minister of Indian Affairs and Northern Development as per section 8.3 of Appendix C of the Gwich'in Comprehensive Land Claim Agreement.

2.63 In respect of international instruments listed in Section C of Appendix E (Government Agreements), Canada shall notify the Government of the United States of America that, as of the Effective Date, the YTG will act in the place of DIAND, and the YTG shall comply with the relevant provisions of those instruments.

2.63.1 Canada may modify, replace or terminate any international instrument listed in Section C of Appendix E (Government Agreements) after Consulting the YTG.

2.64 Canada shall, as soon as practicable after this Agreement is signed, propose to each of the parties to each agreement listed in Section D of Appendix E (Government Agreements) to modify such agreement in order for the YTG to become a party to it.

2.64.1 As of the Effective Date, the YTG shall be bound by, comply with and have the rights, powers and benefits under the terms and conditions of

any agreement listed in Section D of Appendix E (Government Agreements) as these terms and conditions apply to Canada in relation to the Yukon immediately prior to the Effective Date.

- 2.65 The YTG shall consider entering into an agreement on the same subject matter as that of the agreements listed in Section E of Appendix E (Government Agreements) with the parties to any such agreement other than DIAND or Canada.
- 2.66 Any new arrangement or agreement in relation to NAP made prior to the Effective Date by DIAND or Canada with any federal, territorial or First Nation government body shall be made with the written concurrence of the YTG and shall make provision for its continuation after, or termination upon, the Effective Date.
- 2.67 If a government arrangement or agreement made in relation to NAP prior to the Effective Date is not disclosed to the YTG before this Agreement is signed, this arrangement or agreement shall:
- (a) where the agreement is an international agreement, be treated for the purposes of 2.61 to 2.65 as if it were listed in Section C of Appendix E (Government Agreements); or
 - (b) otherwise, as agreed upon by Canada and the YTG, be treated for the purposes of 2.61 to 2.65 as if it were listed in Section A, B, D or E of Appendix E (Government Agreements).
- 2.68 The agreements listed in Appendix E (Government Agreements) do not form part of this Agreement and nothing in this Agreement shall be construed so as to affect their nature, terms and conditions and legal enforceability, except to the extent necessary for the YTG to be bound by or be under an obligation to comply with the commitments and duties of DIAND or Canada, and to have the rights, powers and benefits conferred upon DIAND or Canada under agreements pursuant to 2.61, 2.63 and 2.64.1.

CHAPTER 3 HUMAN RESOURCES

TERMS AND CONDITIONS OF EMPLOYMENT

- 3.1 As of the Effective Date, the *Public Service Act* (Yukon), related territorial human resource legislation and YTG policies, the *YTG General Administration Manual* and, subject to the provisions of this Chapter, the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M", as the foregoing may exist from time to time, shall apply as appropriate to all Appointed NAP Indeterminate Employees.

YTG COLLECTIVE AGREEMENT

- 3.2 Canada and the YTG acknowledge that agreement of the parties to the YTG Collective Agreement must be obtained for any amendments to that agreement that are required to implement the provisions of this Chapter.

OFFERS OF EMPLOYMENT

- 3.3 In respect of each indeterminate full-time, part-time or seasonal NAP employee to whom Canada will send a notice of alternative delivery initiative pursuant to Part VII of federal work force adjustment agreements, Canada shall, with the written consent of that employee, provide to the YTG the most current of the following information in respect of that employee:

- (a) full name;
- (b) mailing address;
- (c) social insurance number;
- (d) marital status;
- (e) substantive level to which that employee has been appointed, as defined in the *Public Service Terms and Conditions of Employment Policy* (Canada);
- (f) position title, position number and description of duties and functions of that employee, at that employee's substantive level;
- (g) office location;

- (h) full-time, part-time or seasonal status;
- (i) Base Federal Salary, benefits and allowances;
- (j) hours of work and hourly rated amount;
- (k) amount of supervisory differential, if any;
- (l) amount of salary equalization adjustment, if any;
- (m) amount of environmental and cost of living components of the federal isolated post allowance calculated at the married rate; and
- (n) compulsory and voluntary deductions.

3.3.1 The information referred to in 3.3 shall be provided by Canada to the YTG prior to the Effective Date on a date agreed upon by Canada and the YTG, which date shall provide sufficient time for the YTG to comply with 3.4.

3.4 Approximately six (6) months prior to the Effective Date, the YTG shall make a written offer of employment to each NAP Indeterminate Employee.

3.4.1 The YTG shall deliver the written offer of employment to each NAP Indeterminate Employee by hand or by registered mail to the mailing address of that employee provided to the YTG pursuant to 3.3.

3.4.2 The YTG shall offer to each NAP Indeterminate Employee:

- (a) a position the duties and functions of which match as closely as possible the description of duties and functions provided pursuant to 3.3(f);
- (b) an annual salary not less than that employee's New Base Salary;
- (c) having full-time employment status, employment with the YTG as a full-time regular employee;
- (d) having part-time employment status, employment with the YTG as a part-time regular employee at the same full-time equivalency; and
- (e) having seasonal employment status, employment with the YTG as a seasonal auxiliary employee with employment tenure equivalent

to that of a YTG regular employee under the *Public Service Act* (Yukon), and, for greater certainty, following the Effective Date,

- (i) that employee will not be considered to have been permanently released from his or her employment with the YTG by reason only that he or she has not actively worked in his or her auxiliary position for a period of twelve months, or such other period as provided from time to time for this purpose in the YTG Collective Agreement, and
- (ii) priority over that employee in the order of layoff will not be given to any regular employee working in the same group, at the same level, performing similar functions and requiring similar qualifications by reason only that such an employee is a regular employee.

3.4.3 Canada shall issue a notice of alternative delivery initiative pursuant to Part VII of federal work force adjustment agreements to each NAP Indeterminate Employee dated the same date as the YTG written offer of employment made to that employee pursuant to 3.4.

3.5 Each NAP Indeterminate Employee shall have sixty (60) calendar days from the date of notice of alternative delivery initiative to respond in writing to the offer of employment referred to in 3.4.

3.6 As soon as practicable after a NAP Indeterminate Employee accepts the offer of employment referred to in 3.4, and not later than thirty (30) days prior to the Effective Date, Canada shall, with the written consent of that employee, provide to the YTG:

- (a) a statement of the amount of earned and unused federal vacation leave to be credited to that employee pursuant to 3.27;
- (b) the amount of sick leave to be credited to that employee pursuant to 3.34; and
- (c) a report of that employee's prior federal service as of immediately prior to the Effective Date, including continuous federal service, continuous federal employment and federal service relevant for the purpose of calculating vacation leave and vacation pay.

- 3.7 On the date agreed upon pursuant to 3.3.1, Canada shall, in respect of any NAP Indeterminate Employee who will be subject to a probationary period immediately prior to the Effective Date, inform the YTG of the date of termination of probation for that employee.
- 3.8 Canada shall advise the YTG of all changes to the information provided by Canada pursuant to 3.3, 3.6 and 3.7 that occur prior to the Effective Date as soon as practicable after any such change occurs.
- 3.9 As soon as practicable after the Effective Date, Canada shall provide the YTG with a record of pensionable service in respect of each Appointed NAP Indeterminate Employee.
- 3.10 The YTG shall be entitled to rely on information provided by Canada pursuant to 3.3 and 3.6 to 3.9 in meeting its obligations under this Chapter in respect of NAP Indeterminate Employees and Appointed NAP Indeterminate Employees.
- 3.11 The YTG shall treat the information provided by Canada pursuant to 3.3 and 3.6 to 3.9 in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).
- 3.12 Prior to the Effective Date, the YTG shall use the information provided by Canada pursuant to 3.3 and 3.6 to 3.8 only for the purposes of making the offers of employment referred to in 3.4 and for the purposes of creating personnel files for Appointed NAP Indeterminate Employees.
- 3.12.1 For greater certainty, if a NAP Indeterminate Employee refuses the offer of employment referred to in 3.4, the YTG shall protect the confidentiality of information provided by Canada under 3.3, 3.7 and 3.8 in respect of that employee by retaining and disposing of such information in accordance with territorial legislation.

CONTINUITY OF EMPLOYMENT

Probationary Period

- 3.13 Subject to 3.14, an Appointed NAP Indeterminate Employee shall not be subject to a probationary period with respect to the position to which that employee is first appointed by the YTG.
- 3.14 Where an Appointed NAP Indeterminate Employee is subject to a probationary period as a NAP employee immediately prior to the Effective Date, that employee

shall be subject to, with respect to the position to which that employee is first appointed by the YTG, a probationary period not longer than the remainder of that probationary period.

Anniversary Date and Performance Increments

- 3.15 For the purposes of the YTG Collective Agreement and the *YTG Policy and Procedures Manual* Section "M", the anniversary date of an Appointed NAP Indeterminate Employee shall be the Effective Date.
- 3.16 As of the Effective Date, the entitlement of an Appointed NAP Indeterminate Employee to performance increments shall be determined pursuant to the YTG Collective Agreement or the *YTG Policy and Procedure Manual* Section "M".

Yukon Bonus

- 3.17 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate Employee to claim a Yukon Bonus shall be determined pursuant to the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M" on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.
- 3.18 For greater certainty, any Appointed NAP Indeterminate Employee who is not an Appointed NAP Seasonal Indeterminate Employee and who has completed two (2) or more years of continuous federal service on the Effective Date shall be entitled to claim, as of the Effective Date and within a twelve (12) month period from that date, a first Yukon Bonus.
- 3.19 An Appointed NAP Seasonal Indeterminate Employee who has completed two (2) or more years of continuous federal service on the Effective Date shall be entitled to claim:
- (a) within a twelve (12) month period from the Effective Date, a first Yukon Bonus, which shall be prorated in accordance with the number of regular hours worked in that employee's last season of employment with Canada in proportion to nineteen hundred and fifty (1950) hours; and
 - (b) as of the date immediately following the end of each subsequent seasonal work assignment with the YTG and within a twelve (12) month period from that date, a subsequent Yukon Bonus, which shall be prorated in accordance with the number of regular hours worked in that employee's

seasonal work assignment in proportion to nineteen hundred and fifty (1950) hours.

- 3.20 An Appointed NAP Seasonal Indeterminate Employee who has not completed two (2) or more years of continuous federal service on the Effective Date shall be entitled to claim:
- (a) as of the date immediately following the end of the seasonal work assignment during which that employee completes two (2) years of combined continuous federal service and continuous service with the YTG after the Effective Date, and within a twelve (12) month period from that date, a first Yukon Bonus, which shall be prorated in accordance with the number of regular hours worked in that employee's seasonal work assignment in proportion to nineteen hundred and fifty (1950) hours; and
 - (b) as of the date immediately following each subsequent seasonal work assignment of continuous service with the YTG and within a twelve (12) month period from that date, a subsequent Yukon Bonus, which shall be prorated in accordance with the number of regular hours worked in that employee's seasonal work assignment in proportion to nineteen hundred and fifty (1950) hours.
- 3.21 An Appointed NAP Seasonal Indeterminate Employee shall not be entitled to claim more than one Yukon Bonus with respect to the same period of service.

Vacation Leave, Long Service Vacation Leave and Vacation Pay

- 3.22 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate Employee to vacation leave or vacation pay shall be determined pursuant to the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M" on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.
- 3.22.1 Notwithstanding 3.22, the vacation leave or vacation pay accrual rate for an Appointed NAP Indeterminate Employee shall be no less than the accrual rate to which that employee would be entitled immediately prior to the Effective Date if that accrual rate were determined by combining:
- (a) the federal service of that employee that is relevant for that purpose prior to the Effective Date; and

- (b) that employee's continuous service with the YTG after the Effective Date.
- 3.23 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate Employee to long service vacation leave or long service vacation pay shall be determined pursuant to the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M" on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.
- 3.24 An Appointed NAP Indeterminate Employee who is not an Appointed NAP Seasonal Indeterminate Employee and who has completed five (5) years or more of continuous federal service shall be entitled, on the Effective Date, to five (5) days of long service vacation leave in the period prior to the next qualifying period.
- 3.25 An Appointed NAP Seasonal Indeterminate Employee who has completed five (5) years or more of continuous federal service shall be entitled, on that employee's first day of service with the YTG, to long service vacation pay in the amount of 2% of the regular Base Federal Salary paid to that employee in the calendar year immediately prior to the Effective Date.
- 3.26 On the Effective Date, the YTG shall advance one (1) year's worth of vacation leave entitlement, calculated in accordance with 3.22, to an Appointed NAP Indeterminate Employee who is not an Appointed NAP Seasonal Indeterminate Employee.
- 3.27 The YTG shall credit an Appointed NAP Indeterminate Employee who is not an Appointed NAP Seasonal Indeterminate Employee with vacation leave in an amount not exceeding the lesser of that employee's earned and unused federal vacation leave credits immediately prior to the Effective Date, or the amount of vacation leave advanced pursuant to 3.26.
- 3.27.1 Canada shall, upon termination of an Appointed NAP Seasonal Indeterminate Employee's federal employment, pay out in full any accrued but unused federal vacation leave.

Severance Pay

- 3.28 Upon payment by Canada of the amount referred to in 7.17, the YTG shall assume responsibility for the severance pay of all Appointed NAP Indeterminate Employees as set out in this Chapter.

- 3.29 As of the Effective Date, the entitlement of an Appointed NAP Indeterminate Employee to receive severance pay and the amount of any such severance pay shall be determined pursuant to the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section “M” on the basis of that employee’s combined continuous federal employment and continuous employment with the YTG after the Effective Date.
- 3.30 As of the Effective Date, if an Appointed NAP Indeterminate Employee dies, the YTG shall pay to the appropriate person a cash gratuity in an amount determined pursuant to the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section “M” on the basis of that employee’s combined continuous federal employment and continuous employment with the YTG after the Effective Date.
- 3.31 For the purpose of determining entitlement to severance pay or a cash gratuity pursuant to 3.29 and 3.30, each complete year of continuous federal employment of an Appointed NAP Seasonal Indeterminate Employee shall be deemed to be equal to nineteen-hundred and fifty (1,950) regular hours of work.
- 3.32 Notwithstanding 3.29 and 3.30, the amount of severance pay or cash gratuity payable in relation to an Appointed NAP Indeterminate Employee shall be no less than the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.
- 3.33 As of the Effective Date, where an Appointed NAP Indeterminate Employee ceases to be employed by reason of termination for cause for reasons of incapacity or incompetence, but not for breach of discipline or misconduct, that employee shall be entitled to receive severance pay in an amount no less than an amount equivalent to the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.

Sick Leave, Health Care Plan and Long Term Disability Plan

- 3.34 As of the Effective Date, the YTG shall credit an Appointed NAP Indeterminate Employee with sick leave in accordance with the provisions of the YTG Collective Agreement and the *YTG Policy and Procedures Manual* Section “M”.
- 3.34.1 Article 25.05(5)(a) of the YTG Collective Agreement and section M-62-2.2(a) of the *YTG Policy and Procedures Manual* Section “M” shall not apply to the sick leave referred to in 3.34.

- 3.35 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate in the health care and long term disability plans applicable to YTG employees.

Maternity, Paternity and Adoption Leave Allowances

- 3.36 As of the Effective Date, the eligibility of an Appointed NAP Indeterminate Employee for a maternity, paternity or adoption leave allowance shall be determined pursuant to the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section “M” on the basis of that employee’s combined continuous federal employment and continuous employment with the YTG after the Effective Date.

Arrangements for Leave Without Pay and Other Assignments

- 3.37 A NAP Indeterminate Employee who is on leave without pay or other assignment at the time an offer of employment is made under 3.4 may make a written request for the continuation of that leave without pay or other assignment to the Deputy Head of the YTG Department in respect of which the offer of employment has been made.

3.37.1 The continuation of leave without pay or other assignment shall be subject to approval by the Deputy Head.

3.37.2 An employee shall make the written request within twenty (20) days of the date of the letter of offer of employment.

3.37.3 The Deputy Head shall respond to the employee’s written request within forty (40) days of the date of the letter of offer of employment.

Dental Plan Coverage

- 3.38 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate, without a waiting period, in the dental plan applicable to YTG employees.

Pension Plan

- 3.39 For the purposes of the *Public Service Superannuation Act* (Canada), the employment of an Appointed NAP Indeterminate Employee shall be deemed not to be interrupted by reason of that employee’s termination of employment with Canada as a result of this Agreement and, as of the Effective Date, an Appointed

NAP Indeterminate Employee shall be entitled to the provisions of the Public Service Superannuation Plan or any successor plan applicable to YTG employees.

SALARIES

- 3.40 An Appointed NAP Indeterminate Employee's salary on the Effective Date shall not be less than that employee's New Base Salary at the date of the offer of employment referred to in 3.4, as adjusted in accordance with any changes to that salary immediately prior to the Effective Date.
- 3.40.1 For greater certainty, the New Base Salary referred to in 3.40 shall account for any change in New Base Salary that occurs prior to the Effective Date as a result of, among other things, a pay equity settlement or order, the introduction of a new federal classification system or changes to the isolated posts directive, as these terms are defined and used by Canada, or the signing of any new collective agreement.
- 3.40.2 For greater certainty, if such a change to any element of the New Base Salary in respect of an Appointed NAP Indeterminate Employee occurs after the Effective Date with retroactive effect prior to the Effective Date, Canada will pay a retroactive lump-sum to that employee representing that portion of any increase that corresponds to that employee's period of employment with Canada prior to the Effective Date.
- 3.41 Where an Appointed NAP Indeterminate Employee's salary on the Effective Date exceeds the maximum amount of the salary range of the YTG position to which that employee is first appointed, that employee's salary shall remain the same until it is no longer above the maximum amount of the YTG salary range for that position or until the employee voluntarily leaves that position.
- 3.41.1 When the employee's salary is no longer above the maximum amount of the YTG salary range, that employee's salary shall progress through the YTG salary range in accordance with the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M".
- 3.42 Where an Appointed NAP Indeterminate Employee's salary on the Effective Date is within the salary range of the YTG position to which that employee is first appointed, that employee's salary shall progress through the YTG salary range in accordance with the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M".

- 3.43 Where an Appointed NAP Indeterminate Employee's salary on the Effective Date is below the minimum salary range of the YTG position to which that employee is first appointed, that employee's salary shall be the minimum amount of the YTG salary range and shall progress through the YTG salary range in accordance with the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M".

TERM EMPLOYEES

- 3.44 Without obligations of any kind on Canada or the YTG, the YTG will consider offering employment to NAP Term Employees affected by the devolution of NAP to the YTG.

3.44.1 For greater certainty, the *Public Service Act* (Yukon), related territorial human resource legislation and YTG policies, the *YTG General Administration Manual*, and the YTG Collective Agreement or the *YTG Policy and Procedures Manual* Section "M", as the foregoing may exist from time to time, shall apply as appropriate to a NAP Term Employee appointed by the YTG and such an employee shall not be considered to be an "employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government", within the meaning of those words as used in the YTG Collective Agreement.

POSITION DESCRIPTION REVIEW

- 3.45 As of the Effective Date, an Appointed NAP Indeterminate Employee has the right pursuant to and in accordance with the *Public Service Act* (Yukon) to request the YTG Public Service Commission to review the classification of that employee's position.

AMENDMENT OF CHAPTER

- 3.46 Provisions in this Chapter may be amended with the written consent of Canada and the YTG after a fifteen (15) day notice of the intended amendment has been given to all other Parties.

CHAPTER 4 NAP PROPERTIES, ASSETS, CONTRACTS AND RECORDS

NAP PROPERTIES

- 4.1 As of the Effective Date, the Commissioner of Yukon shall have the administration and control of the properties listed in Section A of Appendix F (NAP Properties and Assets), save and except for any residential properties sold to employees of NAP who occupy these residential properties immediately prior to the Effective Date.
- 4.1.1 Where Canada is in the process of selling a residential property to an employee of NAP, Canada shall add that residential property to the Inventory of Exclusions pursuant to 2.10.
- 4.2 The properties referred to in 4.1 are transferred on an “as is” basis, and at no cost to the YTG.
- 4.3 Unless otherwise agreed by Canada and the YTG, Canada shall assign to the YTG, as of the Effective Date, the lease arrangements for the properties listed in Sections B and C of Appendix F (NAP Properties and Assets).
- 4.4 Canada shall continue regular, scheduled maintenance of the properties referred to in 4.1 and, where applicable, 4.3 until the Effective Date.
- 4.5 The properties occupied by NAP in the Yukon immediately prior to the Effective Date that are administered by the Minister of Public Works and Government Services Canada shall remain under the administration of that Minister after the Effective Date.
- 4.5.1 The Department of Public Works and Government Services Canada and the YTG shall, prior to the Effective Date and in consultation with DIAND, enter into commercial lease arrangements in respect of the properties which shall:
- (a) take effect as of the Effective Date;
 - (b) provide for a minimum lease period of three (3) years, with an option for the YTG to renew for a further two (2) year period; and

- (c) be based on market rents and terms and conditions equivalent to those of the NAP occupancy prior to the Effective Date.
- 4.5.2 The YTG shall provide the Department of Public Works and Government Services Canada with written notice no later than one (1) year prior to the expiration of a lease of its intention to exercise its right of renewal referred to in 4.5.1(b), and any such renewal shall be upon the same terms and conditions as the original lease, unless otherwise agreed by the YTG and the Department of Public Works and Government Services Canada.
- 4.5.3 The YTG and the Department of Public Works and Government Services Canada may negotiate further renewals of lease arrangements in respect of the properties on terms and conditions as may be agreed.
- 4.6 The funding for the tenancy costs, including rent, operating costs and maintenance costs, associated with the leasing of the properties referred to in 4.5 and those listed in Section C of Appendix F (NAP Properties and Assets) is included under 7.1.
 - 4.6.1 For greater certainty, the funding referred to in 4.6 shall continue to be provided to the YTG notwithstanding that the YTG ceases to lease the properties referred to in 4.5 and those listed in Section C of Appendix F (NAP Properties and Assets).

MOVEABLE ASSETS

- 4.7 On the Effective Date, Canada shall transfer to the YTG the moveable assets listed in the OASIS (Oracle Fixed Assets System) and GE Capital Fleet System printouts provided on that date for DIAND Yukon Region, and all other moveable assets belonging to Canada located on or in the properties referred to in 4.1, 4.3, and 4.5.
 - 4.7.1 No further action shall be required to effect the transfer of moveable assets referred to in 4.7.
 - 4.7.2 The moveable assets the use of which will, either before or after the Effective Date, be dedicated to or required for the purposes of those parts of DIAND known as the Indian and Inuit Affairs Program, the Waste Management Program, the Development Assessment Process Directorate, the Pipeline Preparedness Unit and the Yukon Devolution

Directorate shall be excluded from the transfer of moveable assets referred to in 4.7.

4.7.2.1 On the Effective Date, Canada shall provide to the YTG a list of the moveable assets excluded pursuant to 4.7.2.

4.8 Moveable assets referred to in 4.7 shall be transferred on an “as is, where is” basis, at no cost to the YTG and, without limiting the generality of the foregoing, Canada makes no representation and provides no warranty whatsoever in respect of:

- (a) the accuracy of the printouts referred to in 4.7;
- (b) the physical condition of the assets;
- (c) the ability of the YTG to take full possession of the assets; and
- (d) the compliance of the assets, and the compliance of any activity carried out in respect of them, with any statutory, regulatory or other standard, or with any licensing or other requirements.

4.9 Canada shall continue regular, scheduled maintenance of the moveable assets referred to in 4.7 until the Effective Date.

CONTRACTUAL ARRANGEMENTS

4.10 Prior to the Effective Date, Canada shall provide to the YTG a listing of all contracts entered into by Canada with respect to NAP, the terms of which extend beyond the Effective Date.

4.11 Canada shall assign to the YTG, as of the Effective Date, all the contracts listed pursuant to 4.10.

RECORDS

General

4.12 As of the Effective Date, Canada shall loan, provide copies of or transfer all Records under the control of DIAND necessary for the continued fulfilment by the YTG of the responsibilities transferred to it pursuant to this Agreement.

- 4.12.1 Six (6) months prior to the Effective Date, Canada and the YTG shall develop a list of the necessary Records.
- 4.12.2 Prior to the loan or provision of copies of Records to the YTG, DIAND's Records Retention and Disposition Schedules shall be applied.
- 4.13 The YTG shall provide Canada with reasonable notice of a request for a loan, copy or transfer of NAP Records that are not loaned, copied or transferred pursuant to 4.12.
- 4.14 The YTG shall, in respect of Records Loaned:
- (a) maintain such Records in good order;
 - (b) keep such Records safe from deterioration, loss, damage or unauthorized access; and
 - (c) not remove, destroy, or alter such Records except in accordance with the relevant Record Retention and Disposition Schedule.
- 4.15 Where Canada requests in writing changes in the way a Record Loaned is managed, the YTG shall effect such changes as soon as practicable.
- 4.16 The YTG shall, in respect of Records Loaned, clearly separate them from any new Record compiled by the YTG after the Effective Date.

Access to Information and Protection of Privacy

- 4.17 For greater certainty, the *Access to Information Act* (Canada), the *Privacy Act* (Canada) and related federal legislation, and the *Access to Information and Protection of Privacy Act* (Yukon) and related territorial legislation apply, as the case may be, to Records Loaned, Records Copied and Records Transferred.
- 4.18 Notwithstanding 4.12, prior to the loan, copy or transfer of any Record to the YTG, Canada shall:
- (a) remove information containing confidences of the Queen's Privy Council;
 - (b) subject to 4.20, remove personal information as defined by the *Privacy Act* (Canada); and

- (c) subject to 4.22, remove information received from a third party as defined by the *Access to Information Act* (Canada).
- 4.19 Where the information referred to in 4.18 has been removed from a Record Loaned, a Record Copied or a Record Transferred, Canada shall make a notation in that Record that information has been removed.
- 4.20 Where a Record Loaned, Record Copied or Record Transferred contains personal information referred to in 4.18(b) but that information is required for the continued fulfilment by the YTG of the responsibilities transferred to it pursuant to this Agreement, the information shall not be removed from that Record.
- 4.21 The YTG shall use the personal information referred to in 4.20 only for the purpose for which the information was obtained or compiled by Canada or for a use consistent with that purpose.
- 4.22 Where a Record Loaned, Record Copied or Record Transferred contains third party information referred to in 4.18(c) but that information is required for the continued fulfilment by the YTG of the responsibilities transferred to it pursuant to this Agreement, the information shall not be removed from that Record.
- 4.23 Where third party information referred to in 4.22 is included in a Record Loaned, Record Copied or Record Transferred, the YTG shall maintain any confidentiality under which this information was provided to Canada.
- 4.24 Where a request is made to the YTG archivist pursuant to the *Access to Information and Protection of Privacy Act* (Yukon) for access to a Record Loaned, Record Copied or Record Transferred, the YTG shall consult with the Access to Information and Privacy Coordinator, DIAND, prior to responding to the request.
- 4.24.1 The time frame of the consultation required pursuant to 4.24 shall be consistent with the time frame set out in the *Access to Information and Protection of Privacy Act* (Yukon).
- 4.25 Where a request is made to Canada pursuant to the *Access to Information Act* (Canada) or the *Privacy Act* (Canada) for access to a:
- (a) Record Loaned or Record Copied, Canada shall consult with the YTG prior to responding to the request; or

- (b) Record Transferred, Canada shall refer the request to the YTG and the YTG shall consult with the Access to Information and Privacy Coordinator, DIAND, prior to responding to the request.

4.25.1 The time frame of the consultation required pursuant to 4.25(a) shall be consistent with the time frame set out in the *Access to Information Act* (Canada) or the *Privacy Act* (Canada) as the case may be.

Solicitor-Client Privilege

4.26 The federal legislation implementing this Agreement shall provide that:

- (a) any Record Loaned, Record Copied or Record Transferred that is subject to solicitor-client privilege immediately prior to the Effective Date shall remain subject to solicitor-client privilege notwithstanding that the Record has been loaned, copied or transferred to the YTG; and
- (b) solicitor-client privilege attaching to any Record referred to in (a) shall not be waived by the YTG without the written consent of the Minister of Indian Affairs and Northern Development and, without limiting the generality of the foregoing, the YTG shall not, without the written consent of the Minister of Indian Affairs and Northern Development:
 - (i) use any Record referred to in (a) in any court proceedings; or
 - (ii) disclose any Record referred to in (a) to anyone other than its employees and agents, subject to applicable law.

Records Loaned

4.27 Any Record Loaned shall remain the property of Canada and shall be governed by the *National Archives of Canada Act* (Canada), including any applicable Record Retention and Disposition Schedule.

4.28 Subject to 4.29 and 4.30, the loan period for any Record Loaned shall be from the Effective Date for a period, not exceeding the period set out in the applicable Record Retention and Disposition Schedule.

4.29 The YTG may request in writing an extension of the loan period to the Minister of Indian Affairs and Northern Development.

- 4.30 Upon receiving a request pursuant to 4.29, an extension of the loan period for a Record Loaned may be granted to a maximum period set out in the applicable Record Retention and Disposition Schedule, unless the Minister and the YTG agree to a longer period.
- 4.31 The YTG shall, when it no longer needs a Record Loaned, but before the end of the loan period, give Canada sixty (60) days notice whereupon Canada shall either request the return of the Record Loaned or authorize the YTG to dispose of it.
- 4.32 Upon a request made in writing by Canada to access a Record Loaned for the purpose of inspection, research, litigation or any other purpose, the YTG shall, on such terms and conditions as may be agreed upon by Canada and the YTG:
- (a) grant access to the Record Loaned, at a YTG location, to employees and agents of Canada or to other persons authorized by Canada;
 - (b) provide a copy of the Record Loaned to Canada; or
 - (c) return the Record Loaned to Canada.
- 4.33 Where the YTG makes a copy of any Record Loaned for the purpose of returning the Record Loaned to Canada, the copy shall become a Record Copied for the purposes of this Agreement.

Records Copied

- 4.34 The YTG shall have custody and control of any Record Copied.
- 4.35 The *Archives Act* (Yukon), including any applicable Record Retention and Disposition Schedule, shall apply to any Record Copied.

Records Transferred

- 4.36 Any Non-Archival Record shall be transferred to the YTG pursuant to the applicable records disposition authority issued by the National Archives of Canada.
- 4.37 The *Archives Act* (Yukon), including any applicable Record Retention and Disposition Schedule, shall apply to any Record Transferred.

INTELLECTUAL PROPERTY

- 4.38 On the Effective Date, Canada shall assign to the YTG any copyright it owns in the works listed in Section D of Appendix F (NAP Properties and Assets) and transfer any associated documents.
- 4.38.1 No further action shall be required to effect the assignment of copyright referred to in 4.38.
- 4.38.2 Notwithstanding 4.38, only the copyright that may subsist in legends, annotations, sketches and other additions to maps listed in Section D of Appendix F (NAP Properties and Assets) created by NAP personnel are assigned, and any other copyright owned by Canada in maps, including topography information, is excluded from the assignment of copyright referred to in 4.38.
- 4.38.2.1 Nothing in 4.38.2 shall affect the validity of any license provided by Canada to the YTG for the use of any map, or prevent the YTG from obtaining such a license from Canada in relation to any map.
- 4.38.3 If, after this Agreement is signed, the YTG needs, for the continued fulfilment of the responsibilities transferred to it pursuant to this Agreement, to use any work in which Canada owns copyright, Canada and the YTG shall enter into arrangements to ensure that enough copies of the work will be made available to the YTG, including, but not limited to, arrangements for the assignment or licensing of copyright in such work.
- 4.39 On the Effective Date, Canada shall assign to the YTG any copyright it owns in the computer programs listed in Section E of Appendix F (NAP Properties and Assets), including any copyright in source and object codes.
- 4.39.1 No further action shall be required to effect the transfer of copyright referred to in 4.39.
- 4.40 Prior to the Effective Date, Canada and the YTG shall agree on which of the assignable licenses or other rights belonging to Canada in respect of computer programs listed in Section F of Appendix F (NAP Properties and Assets) shall be assigned to the YTG, and Canada shall assign such licenses or rights to the YTG as of the Effective Date in accordance with the applicable provisions of the

relevant licensing or other agreement between Canada and the computer program vendor.

4.40.1 Prior to the Effective Date, Canada and the YTG may make arrangements for the assignment from Canada to the YTG of any assignable license or other right in respect of other commercially available computer programs obtained by Canada in respect of NAP (Yukon Region).

4.40.2 Where Canada assigns a license or right in respect of a computer program pursuant to 4.40 or 4.40.1, it shall transfer to the YTG, where available, the appropriate number of certificate of authenticity stickers.

4.40.3 The YTG shall, as of the Effective Date, be responsible for the payment of any annual licensing or other fees in respect of licenses and other rights assigned to it by Canada pursuant to 4.40 and 4.40.1.

4.40.4 It shall be incumbent upon the YTG to obtain licenses or other rights to use any commercially available computer program not assigned pursuant to 4.40 or 4.40.1, whether or not such program is necessary to operate a program listed in Section E of Appendix F (NAP Property and Assets).

4.41 Canada shall provide to the YTG any manual and other technical documentation used by NAP (Yukon Region) that is related to the computer programs in respect of which the copyright, licenses or other rights are assigned pursuant to 4.39 and 4.40.

4.42 Canada makes no representation and provides no warranty whatsoever in respect of the copyright in works and computer programs listed in Section D and E of Appendix F (NAP Properties and Assets).

AMENDMENT OF CHAPTER

4.43 Provisions in this Chapter, and related appendices, may be amended with the written consent of Canada and the YTG after a fifteen (15) day notice of the intended amendment has been given to all other Parties.

**CHAPTER 5
FOREST RESOURCES**

FIRE SUPPRESSION TRANSITION

- 5.1 Canada shall provide the funding referred to in 7.13 to the YTG for Fire Suppression transition.
- 5.2 Where, in any fiscal year within five (5) years from the Effective Date, the YTG Fire Suppression expenses within the categories listed in Section A of Appendix G (Fire Suppression) exceed \$6.5 Million, as adjusted from time to time by the PAGE, Canada and the YTG shall share such expenses in excess of this amount using the following ratios:

	Year 1	Year 2	Year 3	Year 4	Year 5
Canada	80%	70%	60%	50%	40%
YTG	20%	30%	40%	50%	60%

- 5.2.1 Where Fire Suppression expenses are to be shared pursuant to 5.2, Canada and the YTG shall use the procedures set out in Section B of Appendix G (Fire Suppression).
- 5.3 Where, in a fiscal year, the YTG spends, in respect of Fire Suppression, less than \$6.5 Million, as adjusted from time to time by the PAGE, the YTG may use the unexpended balance to meet its costs of future Fire Suppression.
- 5.4 Nothing in this Agreement shall prevent the YTG from seeking financial assistance from Canada towards unforeseen events, pursuant to the Formula Financing Agreement.
- 5.5 The Parties shall conduct a review of the Fire Suppression expense sharing arrangements set out in 5.2 and Section B of Appendix G (Fire Suppression) in accordance with agreed-upon terms of reference developed no later than six (6) months prior to the end of the fifth (5th) year following the Effective Date.
 - 5.5.1 The Parties shall make best efforts to complete the review referred to in 5.5 prior to the end of the fifth (5th) year following the Effective Date.

FIRE MANAGEMENT POLICIES

5.6 Throughout the Fire Suppression expense sharing period referred to in 5.2, the YTG shall maintain in place NAP's fire suppression management policies, as they exist immediately prior to the Effective Date and as they apply to an initial attack zone identified from time to time in accordance with such policies.

5.6.1 For greater certainty, the initial attack zone shall not be greater than a total area of one-hundred and forty-five thousand and fifty square kilometers (145,050 km²) throughout the Fire Suppression expense sharing period referred to in 5.2.

FIRE REVIEW

5.7 Canada shall not impose an unfunded financial liability on the YTG arising from Canada's implementation of any recommendations from any annual fire review.

FIRE SUPPRESSION ON SETTLEMENT LAND

5.8 As of the Effective Date or the date the five (5) year period referred to in 17.8.3 of a Yukon First Nation Final Agreement expires, whichever is later, the YTG shall, unless the YTG and a First Nation agree otherwise, continue to provide, in accordance with its policies and practices and within financial and other resources available from time to time for that purpose, Fire Pre-Suppression and Fire Suppression on Settlement Land in respect of which no such commitment is made in NAP PSTA Fire Provisions.

5.9 Subject to 5.9.2, as of the Effective Date, the YTG shall be bound by, comply with, and have the rights, powers and benefits under the terms and conditions set out in NAP PSTA Fire Provisions and any contract made pursuant to these provisions, as these terms and conditions apply to Canada.

5.9.1 For greater certainty, where a contract is made pursuant to 7.6 of NAP PSTA Fire Provisions, the YTG shall provide the on-going funding for pre-suppression and initial attack pre-suppression services to the relevant Yukon First Nation as identified in 7.6.2 of NAP PSTA Fire Provisions.

5.9.2 Where a contract is made pursuant to 7.6 of NAP PSTA Fire Provisions, Canada shall be solely responsible for providing the funds to support one-time costs as identified in 7.6.2 of NAP PSTA Fire Provisions.

- 5.9.3 Where an agreement which includes provisions similar to NAP PSTA Fire Provisions is made with a Yukon First Nation after the Effective Date, Canada shall be responsible for providing funds to that Yukon First Nation to support any one-time costs up to the amount identified for that purpose in 7.6.2 of NAP PSTA Fire Provisions.
- 5.9.4 If, on the Effective Date, a contract has not been made pursuant to 7.6 of NAP PSTA Fire Provisions, the YTG shall not be deemed to be in breach of its obligations under 5.9 for that reason only, but the YTG shall negotiate such a contract with the relevant Yukon First Nation as soon as practicable.
- 5.9.5 Subject to 5.9.2, as of the Effective Date, Canada shall be deemed to be released from any obligation under NAP PSTA Fire Provisions and under any contract made pursuant to these provisions, except any obligation that, at the time immediately prior to the Effective Date, may be due but not fulfilled.

FIRE SUPPRESSION INFRASTRUCTURE

- 5.10 Canada shall provide the funding referred to in 7.14 to the YTG for the purposes of improving fire suppression infrastructure at Dawson City, Mayo, Haines Junction and Whitehorse.

FOREST INVENTORY

- 5.11 Canada shall provide the funding referred to in 7.15 to the YTG for the purposes of forest inventory and management work in the Yukon.

FOREST SECTOR FUNDING

- 5.12 Canada shall provide the funding referred to in 7.16 to the YTG for the purposes of forest sector activities in the Yukon.

- 5.12.1 Section D of Appendix B (YTG-First Nation Agreements) contains an agreement between the YTG and Yukon First Nations in respect of the management of the funding referred to in 7.16.

ELIJAH SMITH FOREST RENEWAL PROGRAM

5.13 On the Effective Date, Canada shall transfer the balance and assign all accounts receivable of the Elijah Smith Forest Renewal Program to the YTG.

5.13.1 As of the Effective Date, the YTG shall be responsible for collecting revenues under the Elijah Smith Forest Renewal Program and coordinate with Yukon First Nations and representatives of the Yukon forest industry a process to confirm the multi-year priorities under which these forest renewal funds will be used.

CHAPTER 6 ENVIRONMENTAL MATTERS

PART I

DEFINITION

- 6.1 For the purposes of this Part, Settlement Land means:
- (a) in respect of a First Nation whose Settlement Agreement or Self-Government Agreement comes into effect prior to the Effective Date, any land, or any interest in land, located in the Yukon that belongs to a First Nation pursuant to that Settlement Agreement or Self-Government Agreement, unless that land was Commissioner's Land immediately prior to the effective date of that First Nation's Settlement Agreement or Self-Government Agreement; or
 - (b) in respect of a First Nation whose Settlement Agreement or Self-Government Agreement comes into effect after the Effective Date, any land, or any interest in land, located in the Yukon that belongs to a First Nation pursuant to that Settlement Agreement or Self-Government Agreement, where that land is Public Land immediately prior to the Effective Date.

GENERAL PRINCIPLES

- 6.2 The Operator of a site is responsible for the care, maintenance and abandonment of the site in accordance with applicable law.
- 6.3 Subject to the provisions of this Part, Canada shall be responsible for the Remediation of any Impact attributable to an Aspect, where that Aspect exists:
- (a) on Public Land, prior to the Effective Date;
 - (b) on Settlement Land, prior to the earlier of the date on which the land became Settlement Land or the Effective Date; or
 - (c) on Settlement Land that was subject to an Encumbering Right, at the time the Encumbering Right was administered by Canada.

- 6.4 Subject to the provisions of this Chapter, the YTG or a First Nation shall not be responsible for the Remediation of any Impact attributable to an Aspect, where that Aspect exists:
- (a) on Public Land, prior to the Effective Date;
 - (b) on Settlement Land, prior to the earlier of the date on which the land became Settlement Land or the Effective Date; or
 - (c) on Settlement Land that was subject to an Encumbering Right, at the time the Encumbering Right was administered by Canada.

APPROACH TO ASSESSMENT AND REMEDIATION

- 6.5 Where Canada is required to perform, or where it is financially responsible for, the assessment of any site or the Remediation of any Impact pursuant to this Agreement, the assessment or Remediation required shall be determined in the manner set out in 6.6 to 6.14.

Safety Hazards

- 6.6 Any explosive cache, friable asbestos building materials, or hydrocarbon, acid, battery or solvent in a container shall be considered a safety hazard.
- 6.7 An independent professional engineer or other remediation expert hired for the purpose of assessing safety hazards at the site shall determine whether any open adit, mine shaft, vent, excavation, containment structure, dump, building, contained chemical not listed in 6.6 or other structural component resulting from authorized or unauthorized human activities is a safety hazard.
- 6.8 The Remediation required in respect of a safety hazard referred to in 6.6 or 6.7 shall be determined in accordance with any standards in federal legislation pertaining to that type of hazard.
- 6.9 Where there are no standards in federal legislation pertaining to a safety hazard referred to in 6.6, the Remediation required in respect of this Impact shall be its permanent removal or disposal.
- 6.10 Where there are no standards in federal legislation pertaining to a safety hazard referred to in 6.7, the Remediation required in respect of this Impact shall be

determined by the independent professional engineer or remediation expert hired for the purpose of assessing safety hazards at the site.

Hazards to Human Health and the Environment

- 6.11 CCME Guidelines which take into consideration links to the food chain and the use of surrounding land and waters shall be used to determine whether there are hazards to human health or the environment.
- 6.12 The Remediation required in respect of a hazard to human health or the environment shall be determined in accordance with any standards in federal legislation pertaining to that type of hazard.
- 6.13 Where there are no standards in federal legislation pertaining to a hazard to human health or the environment, or where such standards do not take into consideration links to the food chain and the use of surrounding lands and water, the Remediation required in respect of this Impact shall be determined by using CCME Guidelines in conjunction with the risk assessment framework set out therein, in addition to any standards in federal legislation pertaining to that type of hazard.
- 6.14 Where there are no standards in federal legislation pertaining to a hazard to human health or the environment, or where such standards do not take into consideration links to the food chain and the use of surrounding lands and water, and where CCME Guidelines do not exist or apply to that hazard, the Remediation required in respect of this Impact shall be determined in a manner consistent with the risk assessment framework within the CCME Guidelines, in addition to standards in federal legislation pertaining to that type of hazard.
- 6.14.1 In determining the Remediation required in accordance with 6.14, the YTG and any Affected First Nation shall be Consulted on appropriate standards and guidelines, including those set out in the *Environment Act* (Yukon) or a First Nation's environmental legislation.

TREATMENT OF SITES

Final Inventory of Sites

- 6.15 As soon as practicable after the Effective Date, Canada shall provide to the other Parties a final inventory of sites consisting of Sections A (Remediated Sites), B (Sites Not Requiring Remediation), C (Sites Requiring Assessment), D (Sites

Requiring Remediation) and G (Contained Sites) of Appendix H (Inventory of Sites) which Canada may have varied for the purpose of:

- (a) adding a site not listed in Appendix H (Inventory of Sites) to Section A, B, C, D or G;
- (b) moving a site from Section C to Section A, B, D or G;
- (c) moving a site from Section D to Section A or G; or
- (d) removing a site listed in Section A, B, C, D or G because there is an Operator in respect of that site on the Effective Date.

Non-Issuance of Rights

6.16 Unless otherwise agreed by Canada and the YTG, any prohibition order made pursuant to the *Yukon Placer Mining Act* (Canada) or the *Yukon Quartz Mining Act* (Canada) which is in effect immediately prior to the Effective Date in respect of a site listed in Section D (Sites Requiring Remediation) of the Final Inventory of Sites shall, as of the Effective Date, be replaced pursuant to applicable territorial legislation and shall remain in effect at least until Canada notifies the YTG pursuant to 6.32 that all Impacts at the site have been Remediated.

6.16.1 If, without the agreement of Canada, a prohibition order is not replaced pursuant to 6.16 or does not remain in effect in respect of a site until Canada notifies the YTG that all Impacts at a site have been Remediated, Canada shall be deemed to be released of any further obligation in relation to that site and may cease any assessment or Remediation at that site.

6.17 Where the YTG or a First Nation grants or issues any lease, license, permit or other interest or authorization, other than a mineral claim, that interferes with Canada's ability to assess or Remediate a Site Requiring Assessment or a Site Requiring Remediation that is an Abandoned Site, this site shall no longer be considered to be a Site Requiring Assessment or Site Requiring Remediation and, when it again becomes an Abandoned Site, shall be considered to be a Newly-Discovered Site.

6.17.1 Notwithstanding 6.17, in respect of a Site Requiring Assessment or a Site Requiring Remediation that is an Abandoned Site, if the YTG or a First Nation grants or issues any lease, license, permit or other interest or

authorization that it has the discretion not to grant or issue and where the lease, license, permit or other interest or authorization issued or granted interferes with Canada's ability to assess or Remediate the site, Canada shall, unless otherwise agreed by Canada, be deemed to be released of any further obligation in relation to that site and it may cease any assessment or Remediation at that site.

Sites Requiring Assessment

- 6.18 Canada shall assess any Site Requiring Assessment and shall determine that the site is a Site Requiring Remediation if it is of the opinion that there is an Impact at the site which is attributable to an Aspect which existed:
- (a) on Public Land, prior to the Effective Date;
 - (b) on Settlement Land, prior to the earlier of the date on which the land became Settlement Land or the Effective Date; or
 - (c) on Settlement Land that was subject to an Encumbering Right, at the time the Encumbering Right was administered by Canada.

Sites Requiring Remediation

- 6.19 Canada shall Remediate any Impact at a Site Requiring Remediation, if such an Impact is attributable to an Aspect which existed:
- (a) on Public Land, prior to the Effective Date;
 - (b) on Settlement Land, prior to the earlier of the date on which the land became Settlement Land or the Effective Date; or
 - (c) on Settlement Land that was subject to an Encumbering Right, at the time the Encumbering Right was administered by Canada.
- 6.19.1 Notwithstanding 6.19, Canada shall not be required to Remediate an Impact in respect of which it has been expressly released by:
- (a) the YTG, where the Impact is located on Public Land; or
 - (b) a First Nation, where the Impact is located on that First Nation's Settlement Land.

6.19.2 Notwithstanding 6.19, Canada shall not be required to Remediate any Impact at a Site Requiring Remediation where, after the commitment made at 6.39 is no longer applicable, the YTG or a First Nation could reasonably have taken measures, based on the monitoring requirements referred to in 6.31, that would have prevented the Impact from occurring.

6.19.3 Notwithstanding 6.19, Canada shall not be required to Remediate any Impact at any Newly-Discovered Site that becomes a Site Requiring Remediation where, after the Effective Date, the YTG or a First Nation could reasonably have taken measures that would have prevented the Impact from occurring.

Sites Requiring Remediation on Sites Subject to Mineral Claims

6.20 Where Canada is required to Remediate, pursuant to 6.19, Impacts at a site subject to a mineral claim, Canada shall either:

- (a) Remediate the Impacts at the site;
- (b) provide a payment to the YTG equivalent to an agreed-to estimation of the cost of Remediating the Impacts at the site in accordance with a plan agreed to by Canada and the YTG in Consultation with any Affected First Nation; or
- (c) Remediate some of the Impacts at the site and provide a payment to the YTG equivalent to an agreed-to estimation of the cost of Remediating the remaining Impacts at the site in accordance with a plan agreed to by Canada and the YTG in Consultation with any Affected First Nation.

6.20.1 Prior to making a decision pursuant to 6.20, Canada shall Consult with the YTG and any Affected First Nation and seek the input of the holder of the mineral claim regarding the Remediation option to be selected, including the cost of the Remediation required.

6.21 Upon making a payment pursuant to 6.20(b) or (c) in respect of an Impact at a site, Canada shall be deemed to be released of any further responsibility for the Remediation of that Impact.

6.22 Subject to 6.22.1, where a payment is made to the YTG pursuant to 6.20(b) or (c) in respect of a site, the YTG shall, when the site is no longer subject to a mineral

claim, Remediate Impacts at that site in accordance with the Remediation plan referred to in 6.20(b) or (c) using the funds provided by Canada.

6.22.1 The YTG may conduct the Remediation referred to in 6.22:

- (a) while the site is subject to a mineral claim, following Consultation with any Affected First Nation and after seeking the input of the holder of any mineral claim at that site; or
- (b) in accordance with a plan other than the Remediation plan referred to in 6.20(b) or (c) which meets the same objectives as the Remediation Plan referred to in 6.20(b) or (c), if agreed by the YTG and any Affected First Nation.

Newly-Discovered Sites

6.23 After the Effective Date, in respect of any Newly-Discovered Site that is an Abandoned Site, the YTG or an Affected First Nation may provide Canada with evidence that any Impact at this site requires Remediation by Canada.

6.23.1 The YTG or Affected First Nation providing evidence to Canada pursuant to 6.23 shall notify the YTG and any Affected First Nation, as appropriate.

6.24 Canada shall review the evidence provided pursuant to 6.23 with the YTG and any Affected First Nation and shall determine that the Newly-Discovered Site is a Site Requiring Assessment if it is of the opinion that the Impact is attributable to an Aspect which existed:

- (a) on Public Land, prior to the Effective Date;
- (b) on Settlement Land, prior to the earlier of the date on which the land became Settlement Land or the Effective Date; or
- (c) on Settlement Land that was subject to an Encumbering Right, at the time the Encumbering Right was administered by Canada.

6.25 Canada shall notify the YTG and any Affected First Nation whether or not it has determined pursuant to 6.24 that a Newly-Discovered Site is a Site Requiring Assessment.

- 6.26 Where Canada determines pursuant to 6.24 that a Newly-Discovered Site is not a Site Requiring Assessment, and either the YTG or an Affected First Nation does not agree with Canada's determination, the matter may be referred to the dispute resolution mechanism set out in 6.27 and 6.28.
- 6.27 A dispute resolution panel shall be constituted of three (3) members, selected as follows:
- (a) one (1) expert representative selected by the party or parties challenging Canada's determination;
 - (b) one (1) expert representative selected by Canada; and
 - (c) one (1) independent expert selected by the representatives referred to in (a) and (b).
- 6.28 The dispute resolution panel shall review available documentation regarding the Newly-Discovered Site and shall determine that this site is a Site Requiring Assessment if at least two (2) of its members conclude that the Impact is attributable to an Aspect which existed:
- (a) on Public Land, prior to the Effective Date;
 - (b) on Settlement Land, prior to the earlier of the date on which the land became Settlement Land or the Effective Date; or
 - (c) on Settlement Land that was subject to an Encumbering Right, at the time the Encumbering Right was administered by Canada.
- 6.29 The independent expert referred to in 6.27(c) shall notify Canada, the YTG and any Affected First Nation, as appropriate, of the determination of the dispute resolution panel.
- 6.30 Each party to the dispute shall pay for its own costs and shall share equally the costs associated with the independent expert referred to in 6.27(c).
- 6.30.1 If more than one party is challenging Canada's determination, each of these parties shall share equally the costs associated with the expert representative selected pursuant to 6.27(a).

Notification and Reports

- 6.31 Where Canada believes that a Site Requiring Remediation requires monitoring, it shall, as soon as practicable, provide a notice of any monitoring requirements to:
- (a) the YTG, where the site is located on Public Land; or
 - (b) a First Nation, where the site is located on that First Nation's Settlement Land.
- 6.32 As soon as practicable after assessment or Remediation of a site, Canada shall notify the YTG and any Affected First Nations that:
- (a) it has determined pursuant to 6.18 that there are no Impacts requiring Remediation at a site;
 - (b) it has determined that the site is a Site Requiring Remediation;
 - (c) all Impacts at a site have been Remediated pursuant to 6.19 or 6.20(a); or
 - (d) some Impacts at a site have been Remediated pursuant to 6.20(c).
- 6.32.1 If a site is a Contained Site, the notice referred to in 6.32 shall specify the time period during which the warranty set out in 6.34 shall apply to that site, which period shall not be less than the engineered life-span of the Remediation as certified by the professional engineer or other remediation expert responsible for the Remediation project.
- 6.32.2 Where there is residual contamination at a Site not Requiring Remediation or a Remediated Site, where a site is a Contained Site or where improvements at a Site not Requiring Remediation or a Remediated Site require monitoring, care or maintenance, Canada shall, along with the notice referred to in 6.32, provide:
- (a) a summary report of the Remediation performed;
 - (b) information on the nature and level of any residual contamination;
 - (c) information on any containment structure that was used; and

- (d) information on any recommended monitoring, care or maintenance activities.

6.33 At the request of the YTG or a First Nation, Canada shall provide any existing report in its possession related to any Site not Requiring Remediation or any Remediated Site.

Warranty

6.34 Canada warrants that:

- (a) at any site listed in Section B (Sites not Requiring Remediation) of the Final Inventory of Sites, there are no Impacts requiring Remediation pursuant to 6.6 to 6.14, as these provisions would have applied on the date it was determined there were no Impacts requiring Remediation at that site;
- (b) at any other Site not Requiring Remediation, there are no Impacts for which Canada is responsible pursuant to this Agreement that require Remediation pursuant to 6.6 to 6.14, as these provisions apply on the date the notice referred to in 6.32 is given;
- (c) at any site listed in Sections A (Remediated Sites) or G (Contained Sites) of the Final Inventory of Sites, all Impacts requiring Remediation pursuant to 6.6 to 6.14, as these provisions would have applied on the date it was determined that all Impacts had been Remediated at that site, have been identified;
- (d) at any other Remediated Site, all Impacts for which Canada is responsible pursuant to this Agreement that require Remediation pursuant to 6.6 to 6.14, as these provisions apply on the date the notice referred to in 6.32 is given, have been identified;
- (e) at any site listed in Sections A (Remediated Sites) or G (Contained Sites) of the Final Inventory of Sites, all Impacts identified by Canada have been Remediated in accordance with 6.6 to 6.14, as these provisions would have applied on the date it was determined that all Impacts had been Remediated at that site; and
- (f) at any other Remediated Site, all Impacts identified by Canada and for which Canada is responsible pursuant to this Agreement have been

Remediated in accordance with 6.6 to 6.14, as these provisions apply on the date the notice referred to in 6.32 is given.

- 6.35 The warranty set out in 6.34(e) and (f) shall no longer apply in respect of an Impact identified and Remediated by Canada at a Remediated Site, or part thereof, where, after the Effective Date, in respect of sites listed in Sections A (Remediated Sites) or G (Contained Sites) of the Final Inventory of Sites, or, in respect of any other Remediated Site, after the date on which the notice referred to in 6.32 is given:
- (a) the YTG or a First Nation issues or grants any authorization, permit or other right allowing activities to be conducted that adversely affect the condition of that site or part thereof;
 - (b) the YTG or a First Nation conducts activities that adversely affect the condition of that site or part thereof; or
 - (c) activities that adversely affect the condition of that site or part thereof are conducted without the YTG's or a First Nation's necessary authorization.
- 6.36 The warranty set out in 6.34(e) and (f) shall no longer apply in respect of an Impact identified and Remediated by its containment at a Contained Site after the time period set out for that site in the Final Inventory of Sites starting on the Effective Date, or the time period provided by Canada for that site pursuant to 6.32.1.
- 6.37 Canada shall not be required to Remediate any Impact in respect of which the warranty set out in 6.34 is inapplicable or has expired pursuant to 6.35 or 6.36.
- 6.38 Where the YTG or a First Nation believes that the condition of a site does not meet the warranty set out in 6.34, the YTG or the First Nation shall, before seeking any other redress, request that Canada Remediate Impacts at that site.
- 6.38.1 Canada shall determine that a site is a Site Requiring Remediation where it agrees that the condition of a site does not meet the warranty set out in 6.34.

Monitoring, Care and Maintenance

- 6.39 For a period of ten (10) years following the Effective Date, the NAP Waste Management Program shall continue to provide for the monitoring, care and

maintenance required at any Site Requiring Remediation or Remediated Site as identified in the notices provided pursuant to 6.31 and 6.32.2(d).

- 6.40 The commitment set out in 6.39 shall no longer apply in respect of any Site Requiring Remediation or Remediated Site, or part thereof, where:
- (a) the YTG or a First Nation issues or grants any authorization, permit or other right allowing activities to be conducted that interferes with or adversely affects the monitoring, care and maintenance of that site or part thereof;
 - (b) the YTG or a First Nation conducts activities that interfere with or adversely affect the monitoring, care and maintenance of that site or part thereof; or
 - (c) activities that interfere with or adversely affect the monitoring, care and maintenance of that site or part thereof are conducted without the YTG's or a First Nation's necessary authorization.

Remediation Priority-Setting and Funding

- 6.41 As of the Effective Date, Canada shall have in place a NAP Waste Management Committee and a NAP Waste Management Technical Committee.
- 6.41.1 The terms of reference of the NAP Waste Management Committee and the NAP Waste Management Technical Committee shall be as set out in Appendix I (NAP Waste Management Committees) but do not form part of this Agreement.
- 6.42 Canada shall, after seeking the input of the NAP Waste Management Technical Committee and, if necessary, of the NAP Waste Management Committee, determine the order of priority for Remediation of Sites Requiring Remediation.
- 6.43 Canada shall set aside \$2.0 Million each fiscal year, to be managed by the NAP Waste Management Program, for a ten (10) year period after the Effective Date to meet its responsibilities under this Part, other than those related to Type II Sites.
- 6.43.1 If, in a fiscal year, Canada spends less than \$2.0 Million in meeting the responsibilities referred to in 6.43, Canada shall, where it determines that it is necessary to meet those responsibilities, make available to the Waste

Management Program, in a subsequent fiscal year, some or all of the funds not spent in that fiscal year.

- 6.44 Canada may, after Consultation with the NAP Waste Management Committee and, within the \$20 Million funding limit identified in 6.43, extend the period of time referred to in 6.43 or change the priority of sites to be assessed or Remediated, or do both.
- 6.45 In the fifth (5th) year after the Effective Date, Canada shall review with the YTG and First Nations:
- (a) any impacts of Newly-Discovered Sites upon Canada's commitments under 6.43, including financial support levels for assessment or Remediation; and
 - (b) any on-going monitoring, care and maintenance requirements at any Site Requiring Remediation or Remediated Site.
- 6.45.1 Following the review, any changes to Canada's commitments under 6.43 shall be determined by Canada.

TYPE I SITES

- 6.46 As of the Effective Date, Canada shall be deemed to be released of any responsibility for Remediation at sites listed in Section E (Type I Sites) of Appendix H (Inventory of Sites).

TYPE II SITES

Cooperation and Process

- 6.47 Canada, the YTG and any Affected First Nation shall cooperate in addressing Type II Sites.
- 6.48 Where Canada, the YTG or any Affected First Nation so request by notice, Canada, the YTG or the Affected First Nation, as appropriate, shall designate, as soon as practicable, an official to act as a contact person in relation to a Type II Site.
- 6.49 Canada or the YTG shall, in respect of a Type II Site, notify the other and any Affected First Nation as soon as:

- (a) it becomes aware that an Operator has applied for relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or other similar legislation;
- (b) it becomes aware that a receiver, interim receiver or trustee in bankruptcy has been appointed over all or part of the assets at a site;
- (c) it becomes aware that the holder of a charge, encumbrance, lien or claim against the assets of the site has taken steps to realize upon such interest;
- (d) the YTG is of the view, pursuant to territorial legislation mirroring subsections 39(1) of the *Yukon Waters Act* (Canada), 114(1) of the *Yukon Placer Mining Act* (Canada) or 151(1) of the *Yukon Quartz Mining Act* (Canada), that the site has been temporarily or permanently abandoned; or
- (e) it otherwise becomes aware that the site may become an Abandoned Site.

6.49.1 Where a notice has been given pursuant to 6.49, officials designated pursuant to 6.48 may discuss the manner of addressing the Type II Site, including such matters as:

- (a) options to address potential safety hazards or hazards to human health and the environment at the site;
- (b) any proposed interim actions pursuant to 6.53 to 6.57;
- (c) circumstances under which Canada, the YTG and any Affected First Nations could agree that the site is an Abandoned Site pursuant to 6.68; and
- (d) the hiring of an independent assessor and the development of terms of reference for that independent assessor pursuant to 6.58.

Initial Assessment

6.50 The Parties acknowledge that an initial assessment of each Type II Site has been performed by an independent assessor selected by the Parties and that baseline information on the condition of each site at the time of assessment,

including site Aspects and site Impacts identified by the assessor, has been provided to the Parties.

- 6.51 The Parties acknowledge that a statement of security useable and available for the purposes of Remediation of Type II sites has been provided to the Parties by Canada.
- 6.52 Up to the Effective Date, Canada shall advise the Parties of any change to the information referred to in 6.50 and 6.51 as soon as practicable after Canada is aware of any such change.

Interim Actions

- 6.53 Where, after the Effective Date and before a Type II Site becomes an Abandoned Site, the YTG takes action in respect of that site pursuant to territorial legislation mirroring subsections 39(1) of the *Yukon Waters Act* (Canada), 114(1) of the *Yukon Placer Mining Act* (Canada) or 151(1) of the *Yukon Quartz Mining Act* (Canada), Canada, the YTG and any Affected First Nation shall, if the YTG anticipates Canada would be responsible for some costs associated with such action, choose an independent assessor, to be paid for by the YTG, to make the assessment referred to in 6.53.1 as soon as practicable, either before or after any action is taken.
- 6.53.1 For the purpose of 6.60, the independent assessor shall assess the costs, in accordance with federal contracting policies, associated with actions referred to in 6.53 as these actions relate to Remediation of any Impact attributable to an Aspect which existed prior to the Effective Date on Public Land or Settlement Land.
- 6.53.2 In making the assessment pursuant to 6.53.1, the independent assessor shall take into account, amongst other things, the costs of any action of an interim nature related to Remediation.
- 6.53.3 Notwithstanding 6.60, Canada shall have no responsibility in relation to costs associated with actions referred to in 6.53, where no assessment is made pursuant to 6.53.1 in respect of those actions.
- 6.53.4 Where the YTG intends to take action pursuant to 6.53 and where it anticipates that Canada will be responsible for some costs associated with such action, it shall, except in emergencies, Consult with Canada and any Affected First Nations on any action to be taken.

- 6.53.5 Nothing in 6.53 shall be construed so as to limit the powers of the YTG as the regulator.
- 6.54 Where the YTG expends funds pursuant to 6.53, Canada may, at the request of the YTG, provide it with a payment of an amount no greater than the costs assessed pursuant to 6.53.1, in advance of agreement to the schedule of payments referred to in 6.61.
- 6.55 Where the YTG expends funds pursuant to 6.53 and an assessment is made pursuant to 6.53.1 in respect of some of the actions taken by the YTG, the YTG shall, unless Canada agrees otherwise, make best efforts to recover any debt owed to the Commissioner of Yukon in respect of such actions pursuant to territorial legislation mirroring subsections 39(2) of the *Yukon Waters Act* (Canada), 114(2) of the *Yukon Placer Mining Act* (Canada) or 151(2) of the *Yukon Quartz Mining Act* (Canada).
- 6.56 Where a receiver, interim receiver, trustee in bankruptcy or care and maintenance activities at a Type II Site are being financially supported by Canada prior to the Effective Date, Canada shall, after the Effective Date, at its sole discretion, continue to contribute to the costs of these activities.
- 6.56.1 For greater certainty, any reduction in the support referred to in 6.56 shall not result in an unfunded financial liability for the YTG.
- 6.56.2 Prior to reducing the support referred to in 6.56, Canada shall Consult with the YTG and any Affected First Nation.
- 6.57 In the event that a receiver, interim receiver or trustee in bankruptcy is appointed, or care and maintenance activities are conducted in respect of a Type II Site after the Effective Date, Canada shall, at the request of the YTG or an Affected First Nation, consider providing financial support for the receiver, interim receiver, trustee in bankruptcy or care and maintenance activities, at its sole discretion.
- 6.57.1 Nothing in 6.57 shall be construed so as to create an obligation for Canada to provide financial support with respect to any receiver, interim receiver or trustee in bankruptcy or care and maintenance activities.

Assessment

6.58 Where, after the Effective Date, a Type II Site becomes an Abandoned Site, Canada and the YTG, in Consultation with any Affected First Nation, shall choose an independent assessor and agree upon terms of reference for the assessment of the condition of that site and the development of a Remediation plan by the independent assessor.

6.58.1 The terms of reference agreed upon pursuant to 6.58 shall require the independent assessor to determine:

- (a) the Remediation required in respect of any Impact attributable to any Aspect identified in the baseline information referred to in 6.50;
- (b) the Remediation required in respect of any Impact attributable to any Aspect not identified in the baseline information referred to in 6.50, where that Aspect existed prior to the Effective Date on Public Land or Settlement Land; and
- (c) a Remediation plan and a time frame for the Remediation at the site.

6.58.2 The terms of reference agreed upon pursuant to 6.58 shall require the independent assessor to assess:

- (a) the estimated total cost of the Remediation at the site;
- (b) the estimated cost of performing the Remediation determined pursuant to 6.58.1(a) and (b), including the estimated cost of care, maintenance and monitoring, in accordance with federal contracting policies;
- (c) the estimated care and maintenance costs necessary to ensure, from the date the site becomes an Abandoned Site to the scheduled starting date of Remediation, as identified in the Remediation plan, that the site complies with authorizations previously applicable in respect of any Aspect existing prior to the Effective Date on Public Land or Settlement Land;
- (d) the value, at the date of assessment, of the amount of security for that site identified at 6.51 that is useable and available for

Remediation purposes, including any growth in the value of that security;

- (e) the amount of security expended by the YTG for Remediation, in accordance with 6.6 to 6.14, in respect of any Impact attributable to any Aspect which existed prior to the Effective Date on Public Land or Settlement Land;
- (f) any increase in the cost of the Remediation determined pursuant to 6.58.1(a) and (b) resulting from any action by the YTG or a First Nation on whose Settlement Land a site is located, excepting any interim or other Remediation action, or from a failure to take appropriate regulatory action by the YTG or a First Nation; and
- (g) the amount of any proceeds derived by the YTG from the disposition of a Type II Site or part thereof, or of any assets related to that site, except:
 - (i) any proceeds realized to satisfy a claim, other than for Remediation costs, secured by a mortgage, charge, lien or other privilege that ranks above claims for Remediation costs, and
 - (ii) an amount in proportion to any proceeds realized to satisfy claims, other than for Remediation costs, due before the site became an Abandoned Site which take the same rank as claims for Remediation costs, which proportion shall be the same as the proportion of such claims to the sum of those claims and claims for Remediation costs taking that rank.

6.59 The cost of the independent assessor chosen pursuant to 6.58 shall be paid for by the YTG.

Payment and Remediation

6.60 Canada shall be responsible for the costs identified pursuant to 6.53.1 and 6.58.2(b) and (c) less a deduction calculated pursuant to 6.60.1.

6.60.1 Unless otherwise agreed by Canada and the YTG in respect of (a) and (b), the deduction referred to in 6.60 shall consist of the sum of:

- (a) any funds provided by Canada pursuant to 6.54;
 - (b) an amount in proportion to the amount of any funds recovered pursuant to 6.55 relating to the costs assessed pursuant to 6.53.1, which proportion shall be the same as the proportion of the funds recovered pursuant to 6.55 to the total expenditures of the YTG on actions taken pursuant to 6.53;
 - (c) an amount in proportion to the amount identified pursuant to 6.58.2(g), which proportion shall be the same as the proportion of the sum of the costs identified pursuant to 6.53.1 and 6.58.2(b) and (c) to the sum of the total expenditures of the YTG on actions taken pursuant to 6.53 and the amount identified pursuant to 6.58.2(a);
 - (d) the value of the security identified pursuant to 6.58.2(d) less the amount identified pursuant to 6.58.2(e);
 - (e) any security collected by the YTG pursuant to 6.74 in respect of any Aspect existing prior to the Effective Date on Public Land or Settlement Land;
 - (f) any increase in costs identified pursuant to 6.58.2(f); and
 - (g) any other costs that may be agreed to by Canada and the YTG.
- 6.61 Canada and the YTG shall agree to a schedule of payments from Canada to the YTG for the Remediation at a Type II Site in accordance with the Remediation plan and timeframe determined pursuant to 6.58.1(c).
- 6.62 The YTG shall complete or ensure the completion of the Remediation at a Type II Site in accordance with the Remediation plan and the schedule of payments, and, to the extent possible, within the timeframe determined pursuant to 6.58.1(c) and shall do so in Consultation with any Affected First Nation.
- 6.63 Upon payment of the amount determined pursuant to 6.60, Canada shall be released of any obligations to Remediate the site in respect of which the payment has been made.

Other Arrangements

- 6.64 Where an arrangement in respect of a Type II Site is made after the date this Agreement is signed, it may include provisions inconsistent with the framework for addressing such sites as set out in this Chapter, if such provisions are agreed upon by Canada, the YTG and any Affected First Nation.

COOPERATION ON SITE ASSESSMENT AND REMEDIATION

- 6.65 Canada, the YTG and First Nations shall cooperate in the scheduling of any assessment or Remediation required pursuant to this Part.
- 6.66 Canada, the YTG and First Nations shall provide to any other Party, at no cost, all licenses, permits and other authorizations, related to carrying out any monitoring, care, maintenance, assessment or Remediation pursuant to this Part.
- 6.66.1 Canada and the YTG shall apply for the licenses, permits and other authorizations in a timely manner and in accordance with all applicable procedures.
- 6.67 Canada, the YTG and First Nations shall provide to any other Party, at no cost, access to any records and financial information in their possession related to carrying out any monitoring, care, maintenance, assessment or Remediation pursuant to this Part.

ABANDONED SITES

- 6.68 Canada, the YTG and any Affected First Nation may agree that a Newly-Discovered Site or a Type II Site is an Abandoned Site for the purposes of this Part after considering relevant factors including:
- (a) the nature of any known Impact at the site;
 - (b) whether or not a valid lease, license, permit or other interest or authorization other than a mineral claim exists with respect to a Newly-Discovered Site or Type II Site;
 - (c) whether or not an interest or authorization referred to in (b) can be cancelled, modified or otherwise altered by the YTG or a First Nation;

- (d) whether or not it is reasonably foreseeable that the Remediation at the site can be performed by a party that is legally responsible;
- (e) whether or not it is reasonably foreseeable that funds for Remediation at the site can be obtained from a party that is legally responsible; and
- (f) whether or not reasonable efforts have been made by the YTG or, if the site is located on Settlement Land, by a First Nation, to ensure that a party that is legally responsible pays for or performs Remediation at the site.

6.69 Where Remediation is performed under this Agreement on a site that Canada, the YTG and any Affected First Nation agree is an Abandoned Site pursuant to 6.68, the YTG or the First Nation shall make best efforts, unless Canada agrees otherwise, to recover any debt owed to it in respect of that site, and shall provide to Canada any funds recovered in respect of Remediation for which Canada is responsible pursuant to this Part less any costs incurred by the YTG or the First Nation in recovering such funds.

ACTIVE SITES

- 6.70 Prior to the Effective Date, in relation to Active Sites, Canada shall provide the YTG and any Affected First Nation with any available reports on non-compliance of Operators with terms and conditions of applicable authorizations, legislation and regulations.
- 6.71 Up to the Effective Date, in relation to Active Sites, Canada shall continue to make best efforts to ensure that all Operators are in compliance with applicable authorizations, legislation and regulations.
- 6.72 Canada certifies that, to the best of its knowledge, it has met its responsibilities regarding enforcement of authorizations, legislation and regulations in respect of Active Sites, as at the time of last inspection by Canada.

SECURITY

- 6.73 Prior to the Effective Date, Canada shall, where appropriate, continue to make best efforts to ensure that security is set aside by Operators to cover the costs for care, maintenance and abandonment of Active Sites.

- 6.74 After the Effective Date, the YTG shall, where appropriate, make best efforts to ensure that security is set aside by Operators to cover the costs for care, maintenance and abandonment of Active Sites.
- 6.75 Any security available to the YTG for the care, maintenance and abandonment of a site shall reduce the cost attributable to Canada related to its responsibility for Remediation, where that security is held in relation to Aspects existing:
- (a) on Public Land, prior to the Effective Date;
 - (b) on Settlement Land, prior to the earlier of the date on which the land became Settlement Land or the Effective Date; or
 - (c) Settlement Land that was subject to an Encumbering Right, at the time the Encumbering Right was administered by Canada.

COSTS OF PARTICIPATION

- 6.76 Unless otherwise agreed, participation in any of the processes set out in this Part shall be at the expense of each participating party.

CONTRACTS

- 6.77 Subject to federal legislation and policies related to the contracting of services, as may exist from time to time, Canada shall solicit the interest of Yukon-based expertise and equipment for any Remediation undertaken by Canada pursuant to this Part.
- 6.78 Subject to territorial legislation and policies related to the contracting of services, as may exist from time to time, the YTG shall solicit the interest of Yukon-based expertise and equipment for any Remediation undertaken by the YTG pursuant to this Chapter.

PART II

DEFINITIONS

6.79 For the purposes of this Part,

Abandoned Site: means a site containing a Contaminant or New Contaminant or a site where an Aspect is located, and in respect of which there is no Operator.

Aspect: means any component of a site, including any construction or work added to or deposited on a site and any alteration of the natural condition of a site resulting from authorized or unauthorized human activities, but does not include a Contaminant or a New Contaminant.

First Nation: means a First Nation on whose Settlement Land a Contaminant, New Contaminant or Aspect is located.

Operator: means

- (a) the holder of a lease, licence, permit or other interest or authorization in respect of a site, other than a mineral claim and any interest therein;
- (b) a federal or territorial department, agency or agent corporation for whom land at a site is reserved by entry in the YTG property records; or
- (c) any other party legally responsible, otherwise than under this Agreement for the care, maintenance or abandonment of a site, but does not include a Responsible Party.

APPLICATION

6.80 This Part applies, after the Effective Date, to Abandoned Sites located on Settlement Land, but does not apply to Type II sites.

6.81 Nothing in this Part shall be construed so as to define or interpret any provision of Part I of this Chapter or to create any obligation or liability for Canada or otherwise affect any obligation or liability of Canada.

6.82 Nothing in Part I of this Chapter shall be construed so as to define or interpret any provision of this Part, unless specifically provided otherwise in this Part.

GENERAL PRINCIPLES

- 6.83 Subject to the provisions of this Part, a Responsible Party shall be responsible for the assessment and Remediation of any Impact attributable to a Contaminant or a New Contaminant where:
- (a) a Responsible Party can be identified by the YTG in relation to the Contaminant or New Contaminant; and
 - (b) the First Nation has not displaced, through its laws, Part 9 of the *Environment Act* (Yukon) or any regulations made pursuant to that Part.
- 6.84 Subject to the provisions of this Part, the YTG shall not be responsible for the assessment or Remediation of any Impact attributable to a Contaminant or New Contaminant where:
- (a) a Responsible Party has been identified by the YTG in relation to that Contaminant or New Contaminant; and
 - (b) the First Nation has displaced, through its laws, Part 9 of the *Environment Act* (Yukon) or any regulations made pursuant to that Part.
- 6.85 Subject to the provisions of this Part, if the YTG identifies a Responsible Party in relation to a Contaminant or New Contaminant and the First Nation has not displaced, through its laws, Part 9 of the *Environment Act* (Yukon) or any regulations made pursuant to that Part, and if the YTG determines that it will not be able to successfully take action to require the Responsible Party to assess or Remediate any Impact attributable to the Contaminant or New Contaminant, the YTG shall be responsible for the assessment and Remediation of any Impact attributable to the Contaminant or New Contaminant, as provided for in 6.86.
- 6.86 Subject to the provisions of this Part, the YTG shall be responsible for the assessment and Remediation of any Impact attributable to a Contaminant, New Contaminant or Aspect where:
- (a) in the case of a Contaminant, New Contaminant or Aspect located on Settlement Land other than Settlement Land that is or was subject to an Encumbering Right,

- (i) the New Contaminant was present in the land prior to the effective date of that First Nation's Settlement Agreement,
 - (ii) the Contaminant was released onto the land while the Commissioner of Yukon had administration and control of the land, or
 - (iii) the Aspect was established on the land while the Commissioner of Yukon had administration and control of the land; or
- (b) in the case of a Contaminant, New Contaminant or Aspect located on Settlement Land that was subject to an Encumbering Right,
- (i) the New Contaminant was present in the land prior to the expiration of the Encumbering Right,
 - (ii) the Contaminant was released onto the land while the YTG had administration of the Encumbering Right, or
 - (iii) the Aspect was established on the land while the YTG had administration of the Encumbering Right.

6.87 Notwithstanding 6.86, the YTG shall not be responsible for assessment or Remediation of an Impact described in 6.86

- (a) if the YTG has been expressly released by the First Nation in respect of that Impact; or
- (b) if Canada has been expressly released by the First Nation in respect of that Impact, as contemplated in 6.19.1(b).

6.88 Notwithstanding 6.86, the YTG shall not be responsible for assessment or Remediation where a First Nation could reasonably have taken measures that would have prevented the Impact from occurring.

APPROACH TO ASSESSMENT AND REMEDIATION

6.89 Where a First Nation believes that an Impact is attributable to a Contaminant, New Contaminant or Aspect, it may so notify the YTG in accordance with 6.90.

- 6.90 A notification from a First Nation to the YTG pursuant to 6.89 shall be in writing and shall include:
- (a) evidence of the Contaminant, New Contaminant or Aspect;
 - (b) evidence of the Impact; and
 - (c) any information the First Nation has respecting present and historical land use at the site that may be related to the Contaminant, New Contaminant or Aspect.
- 6.91 The YTG shall review the information provided by the First Nation pursuant to 6.90 and where it concludes that there is or may be an Impact, it shall determine:
- (a) in the case of an Impact attributable to a Contaminant or New Contaminant,
 - (i) if a Responsible Party can be identified in relation to the Contaminant or New Contaminant, or
 - (ii) if a Responsible Party cannot be identified in relation to the Contaminant or New Contaminant, whether the YTG is responsible for assessment at the site pursuant to 6.86; or
 - (b) in the case of an Impact attributable to an Aspect, if the YTG is responsible for assessment at the site pursuant to 6.86.
- 6.92 Where the YTG identifies a Responsible Party pursuant to 6.91 and the First Nation has not displaced, through its laws, Part 9 of the *Environment Act* (Yukon) or any regulations made pursuant to that Part, any assessment or Remediation required in relation to the Impact shall be undertaken as provided for in the *Environment Act* (Yukon).
- 6.93 Where the YTG determines that it is responsible for assessment pursuant to 6.91, the YTG shall conduct a site assessment,
- (a) as described in the *Environment Act* (Yukon), in the case of an Impact attributable to a Contaminant or New Contaminant; or
 - (b) as described in 6.6 and 6.7, in the case of an Impact attributable to an Aspect.

- 6.94 Where a site assessment indicates that the Impact at the site:
- (a) has caused or is likely to cause unsafe conditions or irreparable damage to the natural environment; or
 - (b) has caused or is likely to cause a threat to public health,
- the YTG shall Remediate that Impact in accordance with 6.95.
- 6.95 Where the YTG determines that Remediation is required pursuant to 6.94, it shall Remediate the Impact using:
- (a) in the case of an Impact attributable to a Contaminant or New Contaminant, either numeric restoration standards, as set out pursuant to the *Environment Act* (Yukon), or risk-based restoration standards as described in CCME Guidelines or as may be described in territorial legislation; and
 - (b) in the case of an Impact attributable to an Aspect, the process described in 6.8 to 6.10, except that references to ‘federal legislation’ shall be read as ‘territorial legislation’.
- 6.96 The YTG shall, annually, after seeking the input of First Nations, determine the order of priority for Remediation of sites determined to require Remediation pursuant to 6.94.
- 6.97 Where the YTG is responsible for assessment or Remediation, as soon as practicable after assessment or Remediation, the YTG shall notify the First Nation that, pursuant to this Part:
- (a) it has determined that there are no Impacts requiring Remediation at the site;
 - (b) it has determined that there are Impacts requiring Remediation at the site and that those Impacts will be Remediated; or
 - (c) it has determined that all Impacts requiring Remediation at a site have been Remediated.
- 6.97.1 If an Impact at a site is Remediated by the YTG pursuant to this Part by containment of the Contaminant or New Contaminant, the notice referred

to in 6.97 shall specify the time period during which the warranty set out in 6.103 shall apply to that site, which period shall not be less than the engineered life-span of the Remediation, as certified by the professional engineer or other remediation expert responsible for the Remediation.

DISPUTE RESOLUTION

- 6.98 Where the YTG determines pursuant to 6.91 that it is not responsible for assessment of a site and a First Nation does not agree with the YTG's determination, the matter may be referred to the dispute resolution mechanism set out in 6.99 to 6.102.
- 6.99 A dispute resolution panel shall be constituted of three (3) members, selected as follows:
- (a) one (1) expert representative selected by the First Nation challenging the YTG's determination;
 - (b) one (1) expert representative selected by the YTG; and
 - (c) one (1) independent expert selected by the representatives referred to in (a) and (b).
- 6.100 The dispute resolution panel shall review available documentation regarding the site and shall determine that this is a site for which the YTG shall conduct an assessment pursuant to this Part if at least two (2) of its members conclude that:
- (a) in the case of a Contaminant, New Contaminant or Aspect located on Settlement Land other than Settlement Land that is or was subject to an Encumbering Right,
 - (i) the New Contaminant was present in the land prior to the effective date of that First Nation's Settlement Agreement,
 - (ii) the Contaminant was released onto the land while the Commissioner of Yukon had administration and control of the land, or
 - (iii) the Aspect was established on the land while the Commissioner of Yukon had administration and control of the land; or

- (b) in the case of a Contaminant, New Contaminant or Aspect located on Settlement Land that was subject to an Encumbering Right,
 - (i) the New Contaminant was present in the land prior to the expiration of the Encumbering Right,
 - (ii) the Contaminant was released onto the land while the YTG had administration of the Encumbering Right, or
 - (iii) the Aspect was established on the land while the YTG had administration of the Encumbering Right.

6.101 The independent expert referred to in 6.99(c) shall notify the YTG and the First Nation of the determination of the dispute resolution panel.

6.102 Each party to the dispute shall pay for its own costs and shall share equally the costs associated with the independent expert referred to in 6.99(c).

WARRANTY ON CONTAMINATED SITES NOT REQUIRING REMEDIATION AND REMEDIATED SITES

6.103 The YTG warrants that:

- (a) at any site that the YTG is required to assess pursuant to this Part, there are no Impacts for which the YTG is responsible that require Remediation pursuant to this Part, as this Part applied on the date the notice referred to in 6.97 is given;
- (b) at any site that the YTG is required to Remediate pursuant to this Part, all Impacts for which the YTG is responsible that require Remediation pursuant to this Part, as this Part applied on the date the notice referred to in 6.97 is given, have been identified; and
- (c) at any site that the YTG Remediates pursuant to this Part, all Impacts identified by the YTG and for which the YTG is responsible have been Remediated, in accordance with this Part, as this Part applied on the date the notice referred to in 6.97 is given.

6.104 The warranty set out in 6.103(c) shall no longer apply in respect of an Impact identified and Remediated by the YTG pursuant to this Part where, after the date on which the notice referred to in 6.97 is given:

- (a) a First Nation issues or grants any authorization, permit or other right allowing activities to be conducted that adversely affect the condition of that site or part thereof;
- (b) a First Nation conducts activities that adversely affect the condition of that site or part thereof; or
- (c) activities that adversely affect the condition of that site or part thereof are conducted without the First Nation's necessary authorization.

6.105 The warranty set out in 6.103(c) shall no longer apply in respect of an Impact identified and Remediated by containment where:

- (a) the time period set out for that site in the notice provided by the YTG pursuant to 6.97.1 has lapsed; or
- (b) the land use changes from that used to develop the plan of Remediation.

6.105.1 For greater clarity, a 'land use change', as referred to in 6.105(b), means a change from one land use category, as described pursuant to the *Environment Act* (Yukon), to another land use category, as described pursuant to the *Environment Act* (Yukon).

6.106 The YTG shall not be required to Remediate any Impact in respect of which the warranty set out in 6.103 is inapplicable or has expired pursuant to 6.104 or 6.105.

6.107 Where a First Nation believes that the condition of a site does not meet the warranty set out in 6.103, that First Nation shall, before seeking any other redress, request that the YTG Remediate Impacts at the site.

6.107.1 The YTG shall determine that a site is a site requiring Remediation where it agrees that the condition of the site does not meet the warranty set out in 6.103.

COOPERATION ON SITE ASSESSMENT AND REMEDIATION

6.108 The YTG and First Nations shall cooperate in the scheduling of any assessment or Remediation required to be undertaken by the YTG pursuant to this Part.

6.109 A First Nation shall provide to the YTG, at no cost, all licences, permits and other authorizations related to carrying out any monitoring, care, maintenance, assessment or Remediation required pursuant to this Part.

6.109.1 The YTG shall apply for such licences, permits and other authorizations in a timely manner and in accordance with all applicable procedures.

6.110 At the request of a First Nation, the YTG shall provide to that First Nation copies of reports in its possession pertaining to those sites for which the YTG is responsible for assessment and Remediation pursuant to this Part.

COSTS OF PARTICIPATION

6.111 Participation in any of the processes set out in this Part shall be at the expense of each participating party.

CHAPTER 7 FINANCIAL TRANSFER

ON-GOING FUNDING

- 7.1 As of the Effective Date, Canada shall provide to the YTG on-going funding comprised of the following, estimated at \$33.70 Million:
- (a) the actual budgeted amount for NAP Yukon Region salaries for the Entry Year, estimated at \$10.69 Million, as adjusted by 7.1.1;
 - (b) an amount for employee benefits plan funding, estimated at \$2.16 Million, determined by multiplying (a) by the employee benefit plan rate established by the Treasury Board of Canada for the Entry Year;
 - (c) the actual budgeted amount for NAP Yukon Region operations and maintenance (O&M) for the Entry Year, estimated at \$17.09 Million, less \$0.80 Million for NAP PSTAs;
 - (d) an agreed-to amount of \$2.79 Million, as the NAP Headquarters component;
 - (e) an amount in respect of the tenancy costs referred to in 4.6, estimated at \$1.16 Million; and
 - (f) an agreed-to amount of \$637,017, if the Effective Date is April 1, 2003, to carry out the responsibilities for NAP-related matters listed in Section B of Appendix D (Settlement Agreement Implementation).
- 7.1.1 On the Effective Date, the NAP Yukon Region salaries amount referred to in 7.1(a) shall be adjusted in accordance with any changes to the New Base Salary of Appointed NAP Indeterminate Employees made pursuant to 3.40.1.

FUTURE NAP-RELATED PSTAs

- 7.2 On-going funding of \$0.8 Million shall be withdrawn by Canada in accordance with 7.3 and 7.4 from the funding referred to in 7.1 for the purpose of supporting Future NAP-Related PSTAs as and when such agreements come into effect.
- 7.3 Where a Yukon First Nation's Future NAP-Related PSTA comes into effect between the date this Agreement is signed and the Effective Date, the on-going

funding referred to in 7.1 shall be reduced by the portion of the amount of on-going funding referred to in 7.2 that is to be provided to that Yukon First Nation pursuant to its Future NAP-Related PSTA.

7.4 After the Effective Date, during a fiscal year in which a Yukon First Nation's Future NAP-Related PSTA comes into effect, the GEB shall be reduced by the portion of any remainder of the amount of on-going funding referred to in 7.2 that is to be provided to that Yukon First Nation pursuant to its Future NAP-Related PSTA, as this portion is adjusted annually by the PAGE starting in the fiscal year immediately following the Entry Year and ending in the year the Future NAP-Related PSTA comes into effect.

7.4.1 For greater certainty, the amount of funding to be withdrawn from the GEB pursuant to 7.4 shall equate to the final amount of funding including annual escalation by the PAGE being provided to the YTG under the Formula Financing Agreement for the purpose of a Future NAP-Related PSTA.

7.5 Canada shall transfer directly to a Yukon First Nation on-going funding in accordance with the terms and conditions of its Future NAP-Related PSTA.

7.6 Where the portion of the amount of on-going funding referred to in 7.2 which is to be provided to a Yukon First Nation pursuant to its Future NAP-Related PSTA, as adjusted annually by the PAGE starting in the fiscal year immediately following the Entry Year, is less than the value that portion would have been if adjusted pursuant to the terms of that Future NAP-Related PSTA, Canada shall provide the difference to the Yukon First Nation.

7.6.1 For greater certainty, Canada's obligations in 7.6 shall be limited to differences in the adjustment by the PAGE and the escalation made pursuant to a Future NAP-Related PSTA.

7.7 Canada and the YTG agree that the on-going funding withdrawn pursuant to 7.3 from the funding referred to in 7.1 or from the GEB pursuant to 7.4 shall be deemed to be the contribution of the YTG in accordance with section 18 or another equivalent provision of the relevant Self-Government Agreement in respect of a Yukon First Nation's Future NAP-Related PSTA.

7.7.1 Nothing in 7.7 shall be construed so as to limit any right of a Yukon First Nation that enters into a Future NAP-Related PSTA pursuant to a Self-Government Agreement.

ONE-TIME FUNDING

Environmental Assessment Funding

7.8 For the purpose of implementing the territorial legislation and regulations referred to in 2.31, Canada shall provide a \$1.553 Million one-time payment to the YTG each year between the Effective Date and the date at which Development Assessment Legislation comes fully into effect.

7.8.1 If the date at which Development Assessment Legislation comes fully into effect is not the first day of a fiscal year, the payment provided pursuant to 7.8 for that fiscal year shall be adjusted by Canada to reflect the expenditures and commitments incurred by the YTG between the beginning of the fiscal year and the date at which Development Assessment Legislation comes fully into effect.

7.8.2 Nothing in 7.8 shall be construed as setting or indicating in any way the level of funding to be provided by Canada for the implementation of Development Assessment Legislation.

General Transition Funding

7.9 Canada shall provide a total of \$2.5 Million to the YTG for general transition funding, in payments of \$500,000 per fiscal year over a five (5) year period from the Effective Date, or in different annual payments over a shorter time period, as may be agreed by Canada and the YTG.

Human Resources

7.10 Canada shall provide \$310,000 to the YTG for human resources transition, less the amount spent by Canada between April 1, 1999 and the Effective Date for staff training and other staff transition measures.

Information Technology

7.11 Canada shall provide \$1.435 Million to the YTG for information technology and computer system integration costs.

Legal Support, English and French Signage and Translation, Record Management, Library Relocation and Inventory and Asset Control

- 7.12 Canada shall provide \$500,000 to the YTG for transition costs associated with legal support, production and translation of English and French signage, forms and other materials, record management, library relocation and inventory and asset control.

Fire Suppression Transition

- 7.13 Canada shall provide a total of \$7.5 Million to the YTG for Fire Suppression transition, in payments of \$1.5 Million per fiscal year over a five (5) year period from the Effective Date, or in different annual payments over a shorter time period, as may be agreed by Canada and the YTG.

Fire Suppression Infrastructure

- 7.14 Canada shall provide \$3.5 Million to the YTG for the purposes of improving fire suppression infrastructure at Dawson City, Mayo, Haines Junction and Whitehorse, less any amount spent by Canada, in accordance with its fire suppression infrastructure work-plan, between April 1, 1999 and the Effective Date.

Forest Inventory

- 7.15 Canada shall provide \$3.0 Million to the YTG for the purposes of forest inventory and management work in the Yukon, less the amount spent by Canada for forest inventory and management, in accordance with its forest inventory work-plan, between April 1, 1999 and the Effective Date.

Forest Sector Funding

- 7.16 Canada shall provide \$4.5 Million to the YTG for the purposes of forest sector activities.

Severance Liability

- 7.17 On the Effective Date, Canada shall provide the YTG with a one-time payment of an agreed-to amount for severance liability associated with the federal employment of Appointed NAP Indeterminate Employees.

- 7.18 Earnings on the funds provided pursuant to 7.17 shall be excluded from “eligible revenues” as described in the Formula Financing Agreement.

Federal Vacation Leave Accrual Funding

- 7.19 On the Effective Date, Canada shall provide the YTG with a one-time payment equivalent to the value of the federal vacation leave credits referred to in 3.27.

7.19.1 The value of the federal vacation leave credits in respect of an employee shall be equal to the product of:

- (a) the number of days of federal vacation leave credited to that employee pursuant to 3.27; and
- (b) the Base Federal Salary of that employee, divided by two hundred and sixty and eighty-eight one hundredths (260.88).

Payments to the YTG

- 7.20 Prior to the Effective Date, Canada may make payments to the YTG of any of the amounts referred to in 7.8 to 7.16 on terms and conditions as may be agreed by Canada and the YTG.
- 7.21 If payments are made to the YTG pursuant to 7.20 and this Agreement is not implemented, all monies paid by Canada to the YTG shall be repaid to Canada, unless otherwise agreed in writing between Canada and the YTG.

LAND USE PLANNING FUNDING

- 7.22 The Canada-Yukon Claims Implementation Agreement shall be amended, as of the Effective Date, to include the funding arrangements in respect of the Yukon Land Use Planning Council and Regional Land Use Planning Commissions set out at 7.22.1 to 7.22.5.

7.22.1 The contribution agreement between Canada and the YTG made pursuant to the Canada-Yukon Claims Implementation Agreement shall be amended to include, as of the Effective Date, the annual funding identified for the Yukon Land Use Planning Council in Part 1 of Schedule 1 of the Umbrella Final Agreement Implementation Plan, signed on May 29, 1993.

- 7.22.2 The contribution agreement between Canada and the YTG made pursuant to the Canada-Yukon Claims Implementation Agreement shall be amended to include, as of the Effective Date, annual funding, as agreed to between Canada and the YTG, for any existing regional land use planning commission.
- 7.22.3 After the Effective Date, where the YTG notifies Canada that an additional regional land use planning commission is ready to be established, Canada shall amend the contribution agreement made pursuant to the Canada-Yukon Claims Implementation Agreement to provide to the YTG annual funding, as agreed to between Canada and the YTG, for the new regional land use planning commission.
- 7.22.4 The YTG shall pay the funding it receives pursuant to 7.22.1 to the Yukon Land Use Planning Council in support of the activities of the Council and the funding it receives pursuant to 7.22.2 and 7.22.3 to the Yukon Land Use Planning Council in support of the activities of established regional land use planning commissions for the purpose of regional land use planning.
- 7.22.5 The total of the funding referred to in 7.22.2 and 7.22.3 shall not be greater than the total funding identified for regional land use planning in Part 2 of Schedule 1 of the Umbrella Final Agreement Implementation Plan, signed on May 29, 1993.
- 7.23 Any funding provided to the YTG pursuant to 7.22 represents the fulfilment, for the applicable period of time, of any obligation of Canada to provide such funding to the institutions referred to in 7.22 pursuant to the Umbrella Final Agreement Implementation Plan, signed on May 29, 1993.
- 7.24 For greater certainty, the payment by the YTG, in accordance with 7.22.4, of funding it receives from Canada represents the fulfilment of the YTG's responsibilities pursuant to this Agreement in respect of funding for the Yukon Land Use Planning Council and any regional land use planning commissions.

FORMULA FINANCING

Adjustments to the GEB

- 7.25 The funding referred to in 7.1 shall be provided to the YTG pursuant to the Formula Financing Agreement by making an on-going adjustment to the GEB

and shall be adjusted by the PAGE starting in the fiscal year immediately following the Entry Year.

7.25.1 The “entry-year value” of the adjustment referred to in 7.25 for the purposes of the Formula Financing Agreement shall be equal to the amount of funding calculated pursuant to 7.1 less the reductions provided for in 7.3 and 7.32.1.

7.26 The funding referred to in 7.8 to 7.19, less Canada’s payments made pursuant to 7.20, shall be provided to the YTG pursuant to the Formula Financing Agreement by making one-time adjustments to the GEB, in accordance with the schedule of payments set out in Appendix J (Cash Flow), and shall not be subject to adjustment by the PAGE.

7.26.1 At its sole discretion, Canada may provide to the YTG any of the funding referred to in 7.8 to 7.16 in advance of the time frames for providing that funding set out in the schedule of payments in Appendix J (Cash Flow).

Net Fiscal Benefit

7.27 In respect of each fiscal year beginning with the Entry-Year, an amount equal to one-hundred (100) percent of Resource Revenues subject to offset shall be deducted from the “formula financing grant” as defined in the Formula Financing Agreement.

7.27.1 For the purpose of 7.27, the Resource Revenues subject to offset in a fiscal year shall be the greater of:

- (a) the sum of Resource Revenues for that fiscal year less \$3 Million;
or
- (b) zero dollars.

7.27.2 Unless otherwise agreed by Canada and the YTG, in calculating the sum of Resource Revenues for the purpose of 7.27.1(a), the value of Land Revenues derived from the sale of a parcel of Public Land shall be the greater of:

- (a) the sale price of the parcel less

- (i) an amount, agreed upon by Canada and the YTG, representing the fair market value, at the time of sale, of improvements made by the YTG in respect of that parcel, or
 - (ii) in the absence of such agreement, the fair market value, at the time of sale, of such improvements as assessed by a mutually agreed upon assessor; or
- (b) zero (0) dollars.

7.28 The provisions of 7.27 may be amended with the written consent of Canada and the YTG.

7.28.1 Canada and the YTG shall conduct a review of the provisions of 7.27:

- (a) in the fifth (5th) year following the Effective Date and at five (5) year intervals thereafter; or
- (b) at any other time as may be agreed by Canada and the YTG.

7.28.2 Canada and the YTG shall make best efforts to complete the review referred to in 7.28.1 within six (6) months from the beginning of the review.

7.28.3 Unless otherwise agreed by Canada and the YTG, any adjustment arising from a review referred to in 7.28.1 shall take effect on April 1st of the fiscal year immediately following the beginning of the review.

7.28.4 Notwithstanding 7.28.3, if, despite making best efforts, Canada and the YTG are unable to complete the review within the six (6) month period referred to in 7.28.2, Canada and the YTG shall, as part of the review, determine the implementation date of any adjustment arising from the review.

7.29 The YTG shall Consult First Nations that are Parties to this Agreement in respect of any proposed amendment of the provisions of 7.27.

Treatment of Revenues in the Formula Financing Agreement

- 7.30 Resource Revenues and Reforestation Fees and the tax bases associated with these revenues and fees shall not be included in calculations under the Formula Financing Agreement.
- 7.30.1 For greater certainty, Land Revenues shall not be included in the calculations of the YTG's "miscellaneous provincial-local taxes and revenues" and the associated tax bases under the Formula Financing Agreement.
- 7.31 For the purposes of the Formula Financing Agreement, Non-Resource Revenues shall be included in the calculations of "eligible revenues" as this term is described in that agreement.
- 7.32 Notwithstanding 7.31, for the purposes of the Formula Financing Agreement, Non-Resource Revenues from the sale of government publications, including charts and maps, and from the rental of staff housing shall be excluded from the calculations of "eligible revenues" as this term is described in that agreement.
- 7.32.1 The ongoing funding referred to in 7.1 shall be reduced by an amount agreed to by Canada and the YTG prior to the Effective Date or as soon as practicable thereafter, estimated at \$73,674, to reflect the exclusion referred to in 7.32.
- 7.33 As may be agreed by Canada and the YTG after the Effective Date, revenues derived from resources in respect of Commissioner's Land may be treated as Resource Revenues for the purposes of this Agreement.
- 7.34 As may be agreed by Canada and the YTG after the Effective Date, revenues other than Reforestation Fees may be treated as Reforestation Fees for the purposes of this Agreement.

**CHAPTER 8
EXECUTION OF AGREEMENT**

- 8.1 This Agreement shall be in full force and effect as and when the representatives of Canada and the YTG sign it.
- 8.2 This Agreement may be executed in several counterparts or copies, all signed counterparts or copies taken together constituting one Agreement.
- 8.3 Any of the First Nations which signed the Devolution Protocol Accord of September 23, 1998 may become a Party to this Agreement by giving to the Parties, on March 31, 2003 at the latest, a notice to that effect, signed by its authorized representative or representatives.
- 8.4 This Agreement shall not be binding upon a First Nation and the benefits specifically provided to the Parties by this Agreement shall not inure to it before the date of receipt of the notice given by that First Nation pursuant to 8.3 by the last Party to receive it.

SIGNATURES

Robert Nault
Minister of Indian Affairs
and Northern Development
Government of Canada

Witness

Date

Pat Duncan
Government Leader
Government of the
Yukon

Witness

Date

APPENDIX A
NOTICES AND COMMUNICATIONS
(1.51)

If to Canada:

Minister
Indian Affairs and Northern Development
10 Wellington Street
OTTAWA ONTARIO K1A 0H4
Fax: (819) 953-4941

If to the YTG:

Minister
Executive Council Office
Box 2703
WHITEHORSE YUKON Y1A 2C6
Fax: (867) 667-8409

If to Carcross/Tagish First Nation:

Chief
Carcross/Tagish First Nation
Box 130
CARCROSS YUKON Y0B 1B0
Fax: (867) 821-4802

If to Champagne and Aishihik First Nations:

Chief
Champagne and Aishihik First Nations
Suite 100, 304 Jarvis Street
WHITEHORSE YUKON Y1A 2H2
Fax: (867) 634-2108

If to First Nation of Nacho Nyäk Dun:

Chief
First Nation of Nacho Nyäk Dun
Box 220
MAYO YUKON Y0B 1M0
Fax: (867) 996-2107

If to Kluane First Nation:

Chief
Kluane First Nation
Box 20
BURWASH LANDING YUKON Y0B 1V0
Fax: (867) 841-5900

If to Little Salmon/Carmacks First Nation:

Chief
Little Salmon/Carmacks First Nation
Box 135
CARMACKS YUKON Y0B 1C0
Fax: (867) 863-5710

If to Selkirk First Nation:

Chief
Selkirk First Nation
Box 40
PELLY CROSSING YUKON Y0B 1P0
Fax: (867) 537-3902

If to Ta'an Kwach'an Council:

Chairperson
Ta'an Kwach'an Council
Box 32081
WHITEHORSE YUKON Y1A 5P9
Fax: (867) 667-4295

If to Teslin Tlingit Council:

Chief
Teslin Tlingit Council
Box 133
TESLIN YUKON Y0A 1B0
Fax: (867) 390-2204

If to Tr'ondëk Hwëch'in:

Chief
Tr'ondëk Hwëch'in
Box 599
DAWSON CITY YUKON Y0B 1G0
Fax: (867) 943-6553

If to Vuntut Gwitchin First Nation:

Chief
Vuntut Gwitchin First Nation
General Delivery
OLD CROW YUKON Y0B 1N0
Fax: (867) 966-7806

If to White River First Nation:

Chief
White River First Nation
General Delivery
BEAVER CREEK YUKON Y0B 1A0
Fax: (867) 862-7806

If a notice or communication is sent to any of the First Nations listed above, a copy to:

Grand Chief
Council of Yukon First Nations
11 Nisutlin Drive
WHITEHORSE YUKON Y1A 3S4
Fax: (867) 668-6577

If to Kwanlin Dun First Nation:

Chief
Kwanlin Dun First Nation
35 McIntyre Drive
WHITEHORSE YUKON Y1A 5S2
Fax: (867) 668-5057

If to Liard First Nation:

Chief
Liard First Nation
Box 328
WATSON LAKE YUKON Y0A 1C0
Fax: (867) 536-2332

If to the Ross River Dena Council:

Chief
Ross River Dena Council
General Delivery
ROSS RIVER YUKON Y0B 1S0
Fax: (867) 969-2405

If to the Kaska Dena Council:

Chief
Kaska Dena Council
Box 9
LOWER POST BRITISH COLUMBIA VOC 1W0
Fax: (250) 779-3371

If to either the Ross River Dena Council or the Kaska Dena Council, a copy to:

Tribal Chief
Kaska Tribal Council
Box 530
WATSON LAKE YUKON Y0A 1C0
Fax: (867) 536-2806

APPENDIX B
YTG - FIRST NATION AGREEMENTS
(1.39, 2.27 and 5.12.1)

SECTION A - SUCCESSOR RESOURCE LEGISLATION

1.0 Purpose

1.1 This Section sets out the approach to be followed by the YTG and First Nations that are Parties to this Agreement in establishing cooperative working arrangements, pursuant to 2.27 of Chapter 2, in respect of the development of a workplan and preparation of successor resource legislation.

2.0 Background

2.1 While acknowledging the respective authority and jurisdiction of the YTG pursuant to the *Yukon Act (Canada)* and Yukon First Nations as set out in Yukon First Nation Final Agreements and Self-Government Agreements in respect of certain natural resource management, the YTG and First Nations recognize there may be benefits realized from working together to develop compatible or, where appropriate, common natural resource management and legislative regimes in the Yukon.

3.0 Interpretation

3.1 In this Section, "successor resource legislation" means the initial territorial legislation enacted following the Effective Date pertaining to the land and resource management responsibilities transferred to the YTG pursuant to this Agreement, and for greater certainty, does not mean the territorial legislation enacted on the Effective Date mirroring federal legislation referred to in 2.3, 2.4 or 2.31 or the territorial legislation referred to in 2.6.1 of Chapter 2.

3.2 Nothing in this Section shall be construed as:

- (a) limiting or otherwise affecting any authority or jurisdiction of the YTG or First Nations; or
- (b) limiting or otherwise affecting the legislative processes of the YTG or First Nations.

4.0 Successor Resource Legislation Working Group

- 4.1 The YTG and First Nations that are Parties to this Agreement shall create, prior to the Effective Date, a successor resource legislation working group (the “Working Group”) consisting of representatives of both the YTG and the First Nations.
- 4.2 The Working Group shall serve as the cooperative working arrangement between the YTG and First Nations in respect of the development of successor resource legislation following the Effective Date and its overall role shall be to make recommendations to the YTG and First Nations in respect of such legislation, as set out in this Section.
- 4.3 The Working Group shall initially be responsible for providing recommendations to the YTG and the First Nations in respect of:
- (a) priorities for development of successor resource legislation;
 - (b) any opportunities identified for the development of a common or compatible regime in respect of particular successor resource legislation and First Nations’ legislation; and
 - (c) specific arrangements as may be appropriate for the development of particular successor resource legislation.
- 4.4 The Working Group shall be responsible for providing recommendations regarding the development of each particular piece of successor resource legislation, however, the specific functions of the Working Group in making such recommendations, following the Effective Date, will vary depending upon:
- (a) the subject matter of the legislative regime to be developed;
 - (b) the respective jurisdictions of the YTG and First Nations;
 - (c) the extent to which there may be an opportunity to develop common or compatible regimes in respect of the successor resource legislation and First Nations’ legislation; and
 - (d) such other matters as may be appropriate in the circumstances.

- 4.5 The Working Group shall endeavour to operate on the basis of consensus in developing its recommendations but if there is no consensus, the representatives of the First Nations may make their recommendations to First Nations and the representatives of the YTG may make their recommendations to the YTG.
- 4.6 The YTG shall, subject to the appropriation of funds by the Legislature, provide First Nations that are Parties to this Agreement with agreed upon financial resources for their participation in the Working Group.

5.0 Public Participation

- 5.1 In addition to the arrangements set out in this Section, the YTG and First Nations acknowledge that consultation with the public and with stakeholders is an important element in the development of any successor resource legislation.

6.0 Use of Other Processes

- 6.1 The YTG and First Nations may agree to:
- (a) use other processes or organizations for the purposes of some or all of the working arrangements contemplated in this Section; or
 - (b) develop other cooperative working arrangements for the development of particular successor resource legislation.

SECTION B - COMMUNICATIONS PROTOCOL AND POLICY REVIEW

1.0 Purpose

- 1.1 This Agreement provides for various protections and safeguards for rights and interests of First Nations. The purpose of this Section is to provide additional safeguards by setting out an approach to be followed by the YTG following the Effective Date in respect of its policies, procedures and decisions regarding land and resource management responsibilities transferred to it pursuant to this Agreement, in order to safeguard interests respecting lands and resources for those First Nations having unsettled land claims in the Yukon.

2.0 Interpretation

- 2.1 Nothing in this Section shall be construed as defining, creating, recognizing, denying or amending the legal status of lands and resources or the existing authority of public government in respect thereof.
- 2.2 This Section does not preclude the use of other arrangements as may be agreed by the YTG and First Nations to involve First Nations in land and resource management decisions in order to incorporate into public government decision making, consideration of aboriginal rights, interests or title that may exist.

3.0 Application

- 3.1 This Section establishes a protocol for communication following the Effective Date between First Nations and the YTG in circumstances where a First Nation is of the view that a policy, procedure or decision of the YTG in respect of the land and resource management responsibilities transferred to the YTG pursuant to this Agreement, does not adequately incorporate consideration of aboriginal rights, interests or title that may exist, or does not comply with legal obligations to aboriginal peoples.
- 3.2 This Section also establishes a process for the YTG to follow prior to and following the Effective Date to obtain First Nations' input into reviews by the YTG of whether government policies and procedures in respect of the land and resource management responsibilities transferred to the YTG pursuant to this Agreement adequately incorporate consideration of aboriginal rights, interests or title that may exist, into public government decision making processes and in the context of evolving case law on aboriginal rights, interests or title, with a view to enhancing effectiveness and efficiency.

3.3 This Section applies to First Nations having unsettled land claims in the Yukon.

4.0 Communications Protocol

4.1 The YTG shall provide to a First Nation, upon request, any relevant policy, procedure, document or information with respect to appropriate mechanisms to resolve an issue raised by the First Nation in the circumstances described in 3.1. The First Nation and the YTG shall endeavour to resolve the issue using any existing applicable mechanisms.

4.2 Where a First Nation has concerns with a policy, procedure or decision of the YTG in the circumstances described in 3.1 that have not been resolved, the First Nation may notify the Deputy Head of the YTG department responsible for the policy, procedure or decision, in writing, of that concern, providing information about the issue in sufficient form and detail to allow the Deputy Head to prepare a meaningful response.

4.2.1 The Deputy Head shall respond to the First Nation in writing within a period of time that is reasonable having regard to the nature and complexity of the issue.

4.2.2 In preparing a response, the Deputy Head shall consider:

- (a) the circumstances contributing to the First Nation's view that the policy, procedure or decision does not adequately incorporate consideration of aboriginal rights, interests or title that may exist or does not comply with legal obligations to aboriginal peoples;
- (b) the potential for the policy, procedure or decision in question to infringe upon aboriginal rights, interests or title that may exist and the legal implications that may arise as a result;
- (c) the public interest with respect to the policy, procedure or decision in question;
- (d) practical solutions that may be available and an appropriate implementation plan in respect thereof; and
- (e) such other matters, as the Deputy Head considers appropriate in the circumstances.

4.2.3 In providing a response, the Deputy Head or a designate of the Deputy Head may also meet with a First Nation or undertake other such actions as the Deputy Head or such designate considers appropriate in the circumstances.

4.2.4 Any solution the Deputy Head agrees to undertake as a result of this process shall be implemented as soon as practicable.

5.0 Policy Review

5.1 Subject to 5.2 to 5.5, the YTG intends to continue, to the extent practicable, policies and procedures employed by Canada in the Yukon prior to the Effective Date, to incorporate consideration of aboriginal rights, interests or title that may exist in government decision making processes regarding land and resource management responsibilities transferred pursuant to this Agreement.

5.2 Following the signing of this Agreement and prior to the Effective Date, the YTG intends to conduct a review of the policies and procedures referred to in 5.1 to assess their effectiveness, efficiency and compatibility with the governmental structures of the YTG. The YTG shall carry out the review in Consultation with those First Nations having unsettled land claims in the Yukon.

5.3 The YTG may, from time to time following the Effective Date, review and make changes to its policies and procedures in respect of the land and resource management responsibilities transferred to it pursuant to this Agreement, to enhance effectiveness and efficiency, or for other reasons deemed necessary to advance the public interest.

5.4 If it is reasonable to expect that changes to a YTG policy or procedure referred to in 5.3 may affect aboriginal rights, interests or title, the YTG shall Consult with those First Nations having unsettled land claims in the Yukon with respect to such proposed changes.

5.5 If a YTG policy or procedure referred to in 5.3 is to be changed in the context of evolving case law on aboriginal rights, interests or title, the YTG shall Consult with those First Nations having unsettled land claims in the Yukon with respect to such proposed changes.

SECTION C - SURPLUS PUBLIC PROPERTY

- 1.0 Where, following the Effective Date, the YTG determines, in its sole discretion, that either a property or asset the administration and control of which was transferred to the Commissioner of Yukon pursuant to 4.1 of Chapter 4, or a moveable asset transferred to the YTG pursuant to 4.7 of Chapter 4, is surplus public property to be disposed of by way of donation, the First Nations that are Parties to this Agreement shall, subject to 2.0 to 5.0, have the first opportunity to obtain such surplus public property from the Commissioner of Yukon or the YTG for use by a First Nation.
- 2.0 Where, following the Effective Date, the YTG makes a determination pursuant to 1.0, the YTG shall so notify in writing each First Nation that is a Party to this Agreement.
- 3.0 A First Nation that is a Party to this Agreement may, within thirty (30) days of the date of the notice referred to in 2.0, apply in writing to the Asset Controller of the YTG Department of Government Services, to exercise the first opportunity to obtain a donation of such surplus public property from the Commissioner of Yukon or the YTG for use by that First Nation.
- 4.0 Where more than one First Nation that is a Party to this Agreement applies in writing to the YTG pursuant to 3.0, the First Nation whose application was received first by the Asset Controller shall have the right to obtain the surplus public property from the YTG for use by that First Nation.
- 5.0 If, following the expiry of the thirty (30) day period referred to in 3.0, the Asset Controller has not received an application in writing from any First Nation that is a Party to this Agreement, the Commissioner of Yukon or the YTG may retain, dispose of or otherwise deal with the surplus public property as it considers appropriate.
- 6.0 The process to exercise the first opportunity to obtain surplus public property set out in 2.0 to 5.0 may be modified upon agreement of all of the First Nations that are Parties to this Agreement provided that written notice evidencing the agreement of all such First Nations to the modification is provided to the Asset Controller and such modification is agreed to by the YTG prior to the disposal of any such surplus property.
- 7.0 The provisions of 1.0 to 6.0 shall expire twenty (20) years from the Effective Date.

SECTION D - FOREST SECTOR FUNDING ARRANGEMENTS

- 1.0 The YTG and Yukon First Nations shall develop a structure that is at arm's length from the YTG and Yukon First Nations, to hold and manage the funding referred to in 7.16 of Chapter 7.
 - 1.1 The public interest shall guide the management of the funding.
 - 1.2 The membership of the structure shall, unless otherwise agreed, be comprised of an equal number of nominees of both the YTG and the Yukon First Nations.
 - 1.3 In developing the structure, the YTG and Yukon First Nations shall seek the input of representatives of the Yukon forest industry.
- 2.0 The YTG and Yukon First Nations shall establish a working group comprised of, unless otherwise agreed, an equal number of nominees of both the YTG and the Yukon First Nations, to develop terms of reference for the structure.
- 3.0 The YTG and Yukon First Nations shall make best efforts to have the structure in place prior to the Effective Date.
- 4.0 If, despite having made best efforts, the structure is not in place by the Effective Date, the YTG and Yukon First Nations shall make best efforts to have the structure in place as soon thereafter as is practicable.
- 5.0 If the structure is not in place at the time Canada provides the funding referred to in 7.16 of Chapter 7 to the YTG, the YTG shall hold such funds in trust and shall transfer the funds and any interest earned thereon to the structure when it is developed.
- 6.0 Notwithstanding 1.0 to 5.0, if the structure is not in place by the third anniversary of the Effective Date, the YTG may proceed to use the funds referred to in 7.16 of Chapter 7 and any interest earned thereon, in Consultation with Yukon First Nations.
 - 6.1 If YTG takes action under 6.0, it shall seek the input of representatives of the Yukon forest industry with respect to the use of the funds.

SECTION E - DISPUTE RESOLUTION

1.0 Purpose

1.1 It is acknowledged that 1.50 of Chapter 1 sets out the commitment of the Parties to explore resolution of disputes between them in respect of the interpretation, application or implementation of this Agreement through negotiation or other appropriate dispute resolution procedures before resorting to litigation. The purpose of this Section is to set out an elaboration of a process for resolving disputes which may arise between the YTG and a First Nation that is a Party to this Agreement in respect of the interpretation, application or implementation of certain provisions of this Agreement as set out in this Section.

2.0 Application

2.1 The Section applies to disputes that may arise between the YTG and a First Nation that is a Party to this Agreement in respect of the interpretation, application or implementation of the following provisions:

- (a) 1.12 to 1.24 of Chapter 1;
- (b) 2.7 of Chapter 2;
- (c) 5.8 and 5.9 of Chapter 5;
- (d) Chapter 6 – Part II;
- (e) 7.29 of Chapter 7;
- (f) Sections A to D of Appendix B; and
- (g) such other provisions of this Agreement involving the YTG and a First Nation as the YTG and that First Nation may agree.

3.0 Reference to Senior Officials

3.1 Where there is a dispute between the YTG and a First Nation that is a Party to this Agreement in respect of the interpretation, application or implementation of any of the provisions referred to in 2.1, the YTG or the First Nation may so notify the other, in writing, setting out details of the matter in dispute.

3.2 Where requested in the notification under 3.1, senior officials with responsibility for the matter in dispute from the YTG and the First Nation shall attempt to resolve the matter.

4.0 Reference to Principals

4.1 If the senior officials are unable to resolve the matter in dispute under 3.2, they shall refer it to their principals who shall attempt to resolve the matter.

5.0 Reference to a Third Party

5.1 If the principals are unable to resolve the matter in dispute under 4.1, the YTG or the First Nation may refer the matter to mediation.

5.2 If the matter in dispute is not resolved by mediation under 5.1, the YTG and the First Nation may agree to refer the matter to arbitration.

5.3 Where a matter in dispute is referred to mediation under 5.1 or where the YTG and the First Nation agree to refer a matter in dispute to arbitration under 5.2, the YTG and the First Nation shall agree upon the mediator or the arbitrator, and shall agree, in advance of the mediation or arbitration, upon all applicable terms, conditions and procedures of the mediation or arbitration including:

- (a) the powers of the mediator or arbitrator, including the ability to provide written recommendations to the YTG and the First Nation;
- (b) confidentiality of the process;
- (c) applicable timelines;
- (d) participation of any party, other than the YTG and the First Nation; and
- (e) apportionment of costs between the YTG and the First Nation.

APPENDIX C
PRELIMINARY INVENTORY OF EXCLUSIONS
(2.10)

In Yukon, all those land parcels or interests in land more particularly described as follows, including Forest Resources and buildings and other improvements, but excluding, unless otherwise provided, Mineral Resources:

Canadian Broadcasting Corporation

- Lot 588, Group 1052, near Dawson City, as shown on a plan of survey of record number 57308 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 35326;
- Lot 257 less the most northerly eighty nine feet (89'), Group 1052, in Dawson City, as shown on a plan of survey of record number FB6941 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 6941;
- Lot 152, in Faro, as shown on a plan of survey of record number 57301 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 35507;
- Lot 113, in Faro, as shown on a plan of survey of record number 56552 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 33889;
- Lot 1191, Group 1054, near Mayo, as shown on a plan of survey of record number 57883 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 37430;
- Lot 120, in Ross River, as shown on a plan of survey of record number 53919 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 29969;
- Lots 1 and 2, Block 16, Group 755, in Teslin, as shown on a plan of survey of record number 43312 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22684;
- Parcel K-1, Lot 1, Group 757, in Watson Lake, as shown on a plan of survey of record number 56527 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 33776;
- Lots 5 and 6, Block 15, in Whitehorse, as shown on a plan of survey of record number 8880 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 3807;
- Any right of way or other easement registered in the Land Titles Office in the name of the Canadian Broadcasting Corporation;

Canada Customs and Revenue Agency

- Lot 15 Remainder, Group 951, in Beaver Creek, Quad 115K/7, as shown on a plan of survey of record number 43219 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22482;
- Lot 1018, Group 951, two kilometres north of Beaver Creek, Quad 115K/7, as shown on a plan of survey of record number 68991 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 70507;
- All that parcel of land comprised of 238.249 hectares, more or less, being the remainder of Lot 5, near kilometre 1963.4 Yukon Highway Number 1 (Alaska Highway), in Quad 115K10, as said lot is shown on a plan of survey of record number 41027 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office for the Yukon Land Registration District at Whitehorse under number 19185, as shown outlined in red on a sketch map of record in file number 115K10-0000-00012 in the custody of the Head of Land Dispositions in the Yukon Region Land Resources Division of the Department of Indian and Northern Development;
- Lot 1, Group 1051, at Little Gold Creek, Quad 116C/2, as shown on a plan of survey of record number 43482 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 23013;

Canada Post Corporation

- Lots 1027 and 1028, in Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 70716 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 81969;
- Lot 6, Block 51, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 68140 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 65231;

Department of Fisheries and Oceans

- A parcel of land located on Tent Island, Quad 117A/16, with an approximate Latitude 68E 55' 00" and Longitude 136E 37' 30";
- A parcel of land located West of Shingle Point, Quad 117D/2, with an approximate Latitude 69E 00' 30" and Longitude 137E 34' 12";
- A parcel of land located at Kay Point, Quad 117D/6, with an approximate Latitude 69E 17' 26" and Longitude 138E 22' 42";

Department of Indian Affairs and Northern Development

- Lot 1016, in Upper Liard, Quad 105A/2, as shown on a plan of survey of record number 68543 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 67492;
- Lot 28, Group 757, near Upper Liard Bridge, Quad 105A/2, as shown on a plan of survey of record number 43185 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22425;
- Lot 1009, near Upper Liard Bridge, Quad 105A/2, as shown on a plan of survey of record number 67914 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 64357;
- Lot 1017, near Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 69330 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 72658;
- Lot 31, Group 757, in Upper Liard, Quad 105A/2, as shown on a plan of survey of record number 50405 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 24091;
- Lot 7, Block 20, in Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 51352 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 25447;
- Lot 9, Block 21, in Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 51352 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 25447;
- Lot 7, Block 3, in Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 43189 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22463;
- Lot 1018, near Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 69331 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 72657;
- Lot 1019, near Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 69450 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 73501;
- Lot 1037, near Kilometre 1016 Yukon Highway Number 1 (Alaska Highway), Quad 105A/2, as shown on a plan of survey of record number 71807 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-17;
- Lot 20, Block 29, in Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 68728 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 68522;

Yukon Northern Affairs Program Devolution Transfer Agreement

- Lots 8 and 9, Block 29, in Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 53398 in the Canada Lands Survey Records at Ottawa, copy of which is filed in the Land Titles Office at Whitehorse under number 28916;
- That certain parcel of land in the vicinity of Upper Liard, lying within Quad 105A/2, more particularly described as follows:
Bearings are astronomic derived from the stated bearing 6E 42' 20" being the boundary between two Canada Lands Survey monuments numbered '4L1008,1980' and '1L1008,R,1980' as shown on Plan 67415 CLSR a copy of which is filed in the Land Titles Office in the City of Whitehorse under the number 62032;
COMMENCING at a point being the southeasterly corner of Lot 1008, according to Plan 67415 in the Canada Lands Surveys Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse as 62032;
THENCE, easterly in a straight line on a bearing 98E 41' 18" a distance of 60.35 metres to a point;
THENCE, southerly in a straight line on a bearing of 185E 22' 35" a distance of 75.35 metres to a point;
THENCE, westerly in a straight line on a bearing of 276E 49' 15" a distance of 62.10 metres to a point;
THENCE, northerly in a straight line on a bearing of 6E 42' 20" a distance of 77.29 more or less to the point of commencement;
Said parcel containing 0.44 hectares, more or less;
- That certain parcel of land adjoining the eastern shore of Windid Lake near Kilometre 11 Yukon Highway Number 4 (Campbell Highway), in Quad 105A/2, with an approximate Latitude 60E 08' North and 128E 48' West and more particularly described as follows:
Bearings are astronomic derived from the scaled bearings as shown on Territorial Resource Base Map 105 D/7;
COMMENCING at the eastern most limit of said parcel at coordinate N 6666270 m E 512200 m;
THENCE, northwest in a straight line at a bearing of 295E +/- for a distance of 600 metres +/- to a point; said point being on the northern limit of Lot 1011, Quad 105 A/2 as shown on plan of survey record number 68293 CLSR, a copy of which is recorded in the Land Titles Office at Whitehorse under number 66027;
THENCE, west following the northerly limit of Lot 1011 in a straight line a distance of 725 metres +/- to a point;
THENCE, south in a straight line at a bearing of 180E 00' 00" a distance of 75 metres +/- to the intersection of the Ordinary High Water mark of Windid Lake;
THENCE, southerly along a sinuous line following said Ordinary High Water Mark of said Lake to a point;
THENCE, northeast in a straight line at a bearing of 237E +/- a distance of 1400 metres +/- to the point of commencement;
Said parcel containing a total area of 62 hectares, more or less;
- Lot 21, Block 29, in Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 68728 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 68522;
- Parcel C, Lot 12, Group 757, in Upper Liard, Quad 105A/2, as shown on a plan of survey of record number 58030 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 37372;
- That certain parcel of land near Kilometre 1035.6 Yukon Highway Number 1 (Alaska Highway), in Quad 105 A/2, with an approximate Latitude 60E 03' and Longitude 128E 51', with the northeasterly border of the said lot bordering the Ordinary High Water Mark of an unnamed lake, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 260E 21' 39" between the two Canada Lands Survey monuments numbered H227 and H226 as stated on plan 40306 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 22136;
COMMENCING at a Canada Lands Survey monument marked H226 marking the northerly limit of Yukon Highway Number 1, thence following the northerly limit of the said highway in an easterly direction a bearing of 80E 21' 39" a distance of 400.84 metres to a point;
THENCE, northerly in a straight line at a bearing 5E 00' 00" a distance of 520 ± metres to the westerly limit of a 20 metre wide access road to a point;
THENCE, northerly along a sinuous line parallel and perpendicular to the west limit of the 20 metre wide reserve of an unnamed road, to a point a distance of 30.48 metres from the Ordinary High Water Mark of the said lake;
THENCE, in a northeasterly direction along a sinuous line parallel and perpendicularly distant 30.48 metres from the said Ordinary High Water Mark a distance of 285 ± metres to a point;
THENCE, westerly in a straight line at a bearing 260E 21' 39" a distance of 460 ± metres to a point;
THENCE, southerly in a straight line at a bearing of 170E 21' 39" a distance of 865.00 metres to the northerly limit of the said highway to a point;
THENCE, easterly in a straight line at a bearing of 260E 21' 39" a distance of 245.72 metres along the northerly limit of the said highway to the point of commencement;
Said parcel containing a total area of 61.2 hectares, more or less;

Appendix C - Preliminary Inventory of Exclusions

- Lot 8, Block 1, Watson Lake Wye Subdivision, in Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 51089 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 24976;
- Lot 12 Remainder, Group 757, Upper Liard, near the Town of Watson Lake, Quad 105A/2, as shown on a plan of survey of record number 41887 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 20579;
- Lot 2, Group 806, near mile 687 Yukon Highway Number 1 (Alaska Highway), Quad 105B/1, as shown on a plan of survey of record number 52921 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 27959;
- Lot 1006, at the junction of the Yukon Highway Number 1 (Alaska Highway) & Yukon Highway Number 8 (Tagish Road), Quad 105C/5, as shown on a plan of survey of record number 71244 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-27;
- Lot 16, Group 805, at Squanga Lake, Quad 105C/5, as shown on a plan of survey of record number 41880 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under numbers 20573 and 22180;
- Lot 53, Group 805, at Squanga Lake, Quad 105C/5, as shown on a plan of survey of record number 59502 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 41716;
- Lot 59, Group 805, at Squanga Lake, Quad 105C/5, as shown on a plan of survey of record number 60221 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 44199;
- Carcross Indian Reserve No. 4, comprising Lots 15 and 16, Group 6, on the south shore of Nares Lake, Quad 105D/2, as said lots are shown on a plan of survey of record number 50051 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 23354, including Mineral Resources therein;
- Lots 20, 22, 26, 33, 36 and 42, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 55200 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 31075;
- Lots 5-4, 5-6, 5-7 and 5-8, Group 754, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 57817 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 44122;
- Lot 5-2, Group 6, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 57817 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 44122;
- Lot 9, Block 3, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 67215 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 62436;
- Lot 19, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 55200 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 31075;
- Lots 1013, 1014 and 1015, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 68819 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 69071;
- Lots 9 and 10, Block 2, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 42228 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 7556;
- Lot 1, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 63036 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 49942;
- Lot 11, Block 3, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 42228 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 7556;

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- Lot 3, Block 18, Caribou Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 42228 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 7556;
- Lot 5 Remainder, Group 6, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 8554 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8554;
- That certain parcel of land in the vicinity of Nares Lake, lying within Quad 105 D/02 being adjacent to and lying northwesterly of Lot 1027, Quad 105D/02, Plan 69056 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 70759, and being at an approximate latitude of 60E 10' and longitude of 134E39' and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 42E45' 15" being the northwesterly boundary of Lot 1027, Quad 105D/02;
COMMENCING at a Canada Lands Survey post numbered '1983,3L1027! marking the northwesterly corner of Lot 1027, Quad 105D/02
THENCE, northeasterly in a straight line at a bearing of 42E45' 15" and distance of 61.66 metres along the most northwesterly boundary of Lot 1027, Quad 105 D/02, to a Canada Lands Survey post numbered '1983,4L1027! located at a deflection point marking the most northeasterly corner of said lot;
THENCE, northwesterly in a straight line at a bearing of 312E45' 15" and a distance of 200.00 metres to a point;
THENCE, southwesterly in a straight line at a bearing of 222E45' 15" and a distance of 60.00 metres to a point;
THENCE, southeasterly in a straight line at a bearing of 133E 03' 28" and a distance of 200.00 metres more or less to the point of commencement;
Said parcel containing a total area of 1.23 hectares, more or less;
- Lot 3, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lots 5 and 6, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lot 9, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lot 10, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lot 12, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lot 17, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lot 24, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lot 27, Chooutla Subdivision, at Carcross, Quad 105D/2, as shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;
- Lot 7, Chooutla Subdivision, at Carcross, Quad 105D/2, as said lot is shown on a plan of survey of record number 69576 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 74408;

- Lot 1041, north of Bear Creek, Quad 105D/7, as shown on a plan of survey of record number 71064 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 85540;
- Lot 1042, near Kilometre 4 Annie Lake Road, in Quad 105D/7, as shown on a plan of survey of record number 71243 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-26;
- Lot 1052, near Kilometre 118 Yukon Highway Number 2 (Klondike Highway), Quad 105D/7, as shown on a plan of survey of record number 72065 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-60;
- That certain parcel of land approximately 1 km east of Kilometre 139.5 Yukon Highway Number 2 (Klondike Highway), in Quad 105D/7, with an approximate latitude 60E 26' North and longitude 134E 49' West and more particularly described as follows:
Bearings are astronomic derived from the scaled bearings as shown on Territorial Resource Base Map 105 D/7;
COMMENCING at a Canada Lands Survey monument marked H56A, 1974 marking the westerly limit of the Yukon Territory Highway Number 2 (Klondike Highway); thence, on a bearing of 91E± for a distance of 1175 ± metres to a point, said point being the point of commencement;
THENCE, north in a straight line at a bearing of 360E 00' 00" for a distance of 280 metres to a point;
THENCE, east in a straight at a bearing of 90E 00' 00" a distance of 280 metres to a point;
THENCE, south in a straight line at a bearing of 180E 00' 00" a distance of 280 metres to a point;
THENCE, west in a straight line at a bearing of 270E 00' 00" a distance of 280 metres to the point of commencement;
Said parcel containing a total area of 7.84 hectares, more or less;
- That certain parcel of land in the vicinity of kilometre 139.5 Yukon Highway Number 2 (Klondike Highway), lying within Quad 105 D/07 being adjacent to and lying south of Lot 719, Group 804, Plan 60591 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 45259, and being at an approximate latitude of 60E 26' and longitude of 134E 51' and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 84E41' 45" being the most southerly boundary of Lot 719, Group 804;
COMMENCING at a Canada Lands Survey post numbered '2L719,G804,R,1975! marking the southeasterly corner of Lot 719, Group 804;
THENCE, westerly in a straight line at a bearing of 264E41' 45" and distance of 121.30 metres to a Canada Lands Survey post numbered '3L719,G804,R/W,1975!;
THENCE, southerly in a straight line at a bearing of 169E13' 30" and a distance of 295.74 metres to a point, said boundary being the most easterly limit of British Yukon Railway Right of Way, Plan 42259 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 20934;
THENCE, easterly in a straight line at a bearing of 84E41' 45" and a distance of 93.11 metres to a Canada Lands Survey post numbered 'H56A,1974!;
THENCE, northerly in a straight line at a bearing of 354E 41' 45" and a distance of 294.39 metres more or less to the point of commencement, said boundary being the most westerly limit of the British Yukon Railway Right of Way, Plan 42259 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 20934;
Said parcel containing a total area of 3.16 hectares, more or less;
- That certain parcel of land on the west shore of Annie Lake, Quad 105D/07, with an approximate Latitude 60E 19' 00" and Longitude 134E 59' 00" and more particularly described as follows:
COMMENCING at a point, on the intersection with access road and the southeasterly limit of Annie Lake Road;
THENCE, northeasterly in a straight line following the easterly limit of Annie Lake Road at a bearing of 26E 30' 00" ± and a distance of 92 ± metres to a point;
THENCE, southeasterly in a straight line at a bearing of 116E 30' 00" ± and a distance of 36 ± metres to the intersection with the Ordinary High Water Mark of Annie Lake;
THENCE, southwesterly along a sinuous line following the Ordinary High Water Mark a distance of 168.00 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 296E 30' 00" ± and a distance of 28 ± metres to the intersection with the easterly limit of the access road;
THENCE, following the southern limit of access road to the point of commencement;
Said parcel containing a total area of 0.62 hectares, more or less;
- That certain parcel of land near the southwesterly shore of Annie Lake, Quad 105D/7, with an approximate Latitude 60E 18' and Longitude 134E 59' and more particularly described as follows:
COMMENCING at a point on the Ordinary High Water Mark of Annie Lake;
THENCE, westerly in a straight line at a bearing of 270E 00' 00" a distance of 100.00 metres to a point;

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- THENCE, southerly in a straight line at a bearing of 180E 00' 00" a distance of 260.00 metres to a point;
THENCE, easterly in a straight line at a bearing of 90E 00' 00" a distance of 225 ± metres to a point which intersects the Ordinary High Water Mark
THENCE, northerly along a sinuous line that follows the Ordinary High Water Mark to the point of commencement;
Said parcel containing a total area of 6.0 hectares, more or less;
- Lot 1054, near Kilometre 2 Yukon Highway Number 8 (Tagish Road), Quad 105D/8, as shown on a plan of survey of record number 71245 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-28;
 - Lots 28, 29 and 30, Group 804, Tagish Subdivision, Quad 105D/8, as shown on a plan of survey of record number 51121 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 25036;
 - Lots 23 and 24, Group 804, Tagish Subdivision, Quad 105D/8, as shown on a plan of survey of record number 51121 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 25036;
 - Lot 138, Group 804, on Six Mile River, at Tagish, Quad 105D/8, as shown on a plan of survey of record number 62851 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 51842;
 - Lot 1055, near Kilometre 4 Yukon Highway Number 8 (Tagish Road), Quad 105D/8, as shown on a plan of survey of record number 71242 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-25;
 - Lot 101, Six Mile River, at Tagish, Quad 105D/8, as shown on a plan of survey of record number 69062 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 70855;
 - Lot 17, Group 804, at Tagish, Quad 105D/8, as shown on a plan of survey of record number 51121 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 25036;
 - That certain parcel of land in the vicinity of Tagish adjoining the easterly boundary of Lot 1077, Quad 105D/8, Plan 75681 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 93-174 and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 331E 02' 10" being the boundary between two Canada Land Survey monuments numbered '7L1077, 1993! and 'R1,L1077, 1993! as shown on said plan;
COMMENCING at a Canada Land Survey monument numbered '7L1077, 1993! marking a deflection of Lot 1077, Quad 105D/8 of said plan;
THENCE, northerly in a straight line at a bearing of 331E 02' 10" a distance of 159.34 metres to a point;
THENCE, easterly in a straight line at a bearing of 61E 02' 10" a distance of 50.00 metres to a point;
THENCE, northerly in a straight line at a bearing of 331E 02' 10" a distance of 29.32 metres to a point, said point being on the southerly limit of a 20.117 metre wide road right-of-way;
THENCE, easterly in a straight line at a bearing of 47E 31' 40" a distance of 105.60 metres along said road right of way to a Canada Lands Survey monument numbered 'R,36,1961!, of Plan 51121 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 25036 LTO;
THENCE, southerly in a straight line at a bearing of 151E 18' 00" a distance of 91.44 metres to a point;
THENCE, easterly in a straight line at a bearing of 61E 18' 00" a distance of 30.48 metres to a point;
THENCE, southerly in a straight line at a bearing of 146E 40' 13" a distance of 122.137 metres to Canada Lands Survey monument numbered '6L1077, 1993! being a deflection point of Lot 1077, Quad 105D/8 of said plan;
THENCE, southerly in a straight line at a bearing of 241E 02' 26" a distance of 192.04 more or less to the point of commencement;
Said parcel containing a total area of 3.28 hectares, more or less;
 - That certain parcel of land in the vicinity of Tagish adjoining the easterly boundary of Lot 1077, Quad105 D/8, Plan 75681 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 93-174 and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 356E 07' 04" being the boundary between two Canada Land Survey monuments numbered '9L1077, 1993! and '10L1077, 1993! as shown on said plan;
COMMENCING at a Canada Land Survey monument numbered '9L1077, 1993! marking a deflection of Lot 1077, Quad105 D/8 of said plan;

- THENCE, northerly in a straight line at a bearing of 356E 07' 04" and distance of 226.339 metres to a Canada Land Survey monument numbered '10L1077, 1993! being a deflection point of Lot 1077, Quad 105D/8 of said plan;
THENCE, northerly in a straight line at a bearing of 356E 07' 04" to a point 30.48 metres perpendicularly distant from the Ordinary High Water Mark of Tagish Creek;
THENCE, easterly 130 ± metres along a sinuous line parallel to and perpendicularly distant 30.48 metres from said Ordinary High Water Mark to a point, said point being 5 metres west of an existing access trail;
THENCE, southerly in a straight line at a bearing of 168E 00' 00" and a distance of 96 ± metres to a point, said point being 10 metres southwest of the southwesterly corner of Lot 259, Group 804
THENCE, southerly in a straight line at a bearing of 122E 00' 00" and a distance of 204 ± metres to a point, said point being on the northerly limit of a 20.117 metre wide road right-of-way;
THENCE, southwesterly in a straight line at a bearing of 227E 31' 40" and a distance of 92 metres along said Right of Way to a point;
THENCE, westerly in a straight line at a bearing of 241E 02' 10" and a distance of 50 metres to a point;
THENCE, northerly in a straight line at a bearing of 331E 02' 10" and a distance of 59.06 metres to a Canada Lands Survey monument numbered '8L1077, 1993! for Lot 1077, Quad 105D/8 of said plan;
THENCE, westerly in a straight line at a bearing of 226E 10' 14" a distance of 167.475 metres more or less to the point of commencement;
Said parcel containing a total area of 5.0 hectares, more or less;
- That certain parcel of land in the vicinity of Tagish adjoining Lot 1073, Quad 105D/8, Tagish Plan 75813 CLSR a copy of which is filed in the Land Titles Office at Whitehorse as 93-182, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 63E13' 00" being the most northerly boundary of Lot 1074, Quad 105D/8 of said plan;
COMMENCING at a Canada Lands Survey post numbered 'L1073,R,1992! marking the northeasterly corner of Lot 1073, Quad 105D/8, Tagish, Plan 75813 CLSR a copy of which is filed in the Land Titles Office at Whitehorse as 93-182;
THENCE, northerly in a straight line at a bearing of 333E13' 00" and distance of 380.0 metres to a point which is 30.48 m perpendicularly distant from the Ordinary High Water Mark of Tagish Creek;
THENCE, southwesterly along a sinuous line parallel and perpendicularly distant 30.48 metres from said Ordinary High Water Mark;
THENCE, southerly in a straight line at a bearing of 153E13' 00" and a distance of 226.0 metres to a point, said point intersects with the most northerly limit of Lot 1075, Quad 105D/8, Plan 75827 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 94-07;
THENCE, easterly in a straight line at a bearing of 63E13' 00" and a distance of 290.00 metres more or less to the point of commencement;
Said parcel containing a total area of 8.0 hectares, more or less;
 - Lot 373, Group 804, at Marsh Lake, Quad 105D/9, as shown on a plan of survey of record number 50382 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 24066;
 - That certain parcel of land near Kilometre 4.1, McClintock River Road, in Quad 105D/9, with an approximate Latitude 60E 35' 30" and Longitude 134E 28' 00", and more particularly described as follows:
COMMENCING at a point approximately 30 metres west of the centre-line of the McClintock River Road;
THENCE, westerly in a straight line at a bearing of 274E 00' a distance of 164.000 metres to a point;
THENCE, southeasterly in a straight line at a bearing of 154E 14' ± along the top of an escarpment a distance of 69.813 metres to a point;
THENCE, southerly in a straight line at a bearing of 186E 00' along the top of an escarpment a distance of 105.00 metres to a point;
THENCE, easterly in a straight line at a bearing of 100E 00' along the top of an escarpment a distance of 50.000 metres to a point;
THENCE, northeasterly in a straight line at a bearing of 30E 00' a distance of 190.000 metres to the point of commencement;
Said parcel containing a total area of 1.61 hectares, more or less;
 - That certain parcel of land near the north end of Marsh Lake, McClintock Bay, in Quad 105D/9, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 182E 40' being the boundary between two Canada Land Survey monuments numbered 'R2! and 'R1!, as shown on Plan 50382 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 24066;
COMMENCING at a Canada Land Survey monument numbered 'R2! marking the easterly limit of an access road, as shown on said plan;

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- THENCE, northerly in a straight line along side Access Road at a bearing of 2E 40' 00" and a distance of 64 metres to a point that intersects with the south limit of the relocated Yukon Territorial Highway number 1 (Alaska Highway), Plan 68357 CLSR a copy of which is filed in the Land Titles Office in Whitehorse under number 66310;
- THENCE, easterly in a straight line along said southerly limit of the relocated Yukon Territorial Highway number 1 (Alaska Highway) as shown on said plan, at a bearing of 48E 56' 12" and a distance of 55.00 metres to a point;
- THENCE, easterly in a straight line at a bearing of 77E 00' 00" and a distance of 85.00 metres to a point that intersects with the Ordinary High Water Mark of McClintock Bay;
- THENCE, southerly along a sinuous line following the Ordinary High Water Mark to the point;
- THENCE, southwesterly in a straight line at a bearing of 242E 00' 00" and a distance of 90.00 metres to a point;
- THENCE, northwesterly in a straight line at a bearing of 315E 30' 00" and a distance of 44.00 metres to a point, situated on the easterly limit of said access road;
- THENCE, northeasterly in a straight line at a bearing of 39E 17' 00" and a distance of 12.00 metres along said access road to the point of commencement;
- Said parcel containing a total area of 1.30 hectares, more or less;
- That certain parcel of land near Kilometre 1426.4 Yukon Highway Number 1 (Alaska Highway), in Quad 105D/9, with an approximate Latitude 60E 33' North and Latitude 134E 24' West and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 146E 20' 06" between the two Canada Lands Survey monuments numbered H1349A and H1350, 1945, as stated on plan 68359 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 66308;
Starting at a Canada Lands Survey monument marked H1349A marking the northerly limit of the Yukon Territory Highway Number 1 (Alaska Highway), thence, along said northerly limit on a bearing of 326E 20' 08" a distance of 258 ± metres to a point, said point being the point of commencement;
THENCE, northerly in a straight line at a bearing of 326E 20' 08" along said northerly limit of Yukon Territory Highway Number 1 a distance of 210 ± metres to a point;
THENCE, easterly in a straight line along the southerly limit of the Foothill Pipeline Easement, Certificate of Title 84Y726, at a bearing of 116E a distance of 280 ± metres to a point;
THENCE, southeasterly in a straight line at a bearing of 131E± a distance of 370 ± metres to a point, said point being on the southerly limit of the Foothills Pipeline Easement, Certificate of Title, 84Y726;
THENCE, southeasterly in a straight line along said boundary of the Foothills Pipeline Easement, at a bearing of 136 E ± a distance of 170 ± metres to a point;
THENCE, southwesterly in a straight line at a bearing of 242E ± a distance of 120 ± metres to a point;
THENCE, northwesterly in a straight line at a bearing of 311E ± a distance of 562 ± metres to the point of commencement;
Said parcel containing a total area of 8.36 hectares, more or less;
 - That certain parcel of land near kilometre 1425 Yukon Highway Number 1, (Alaska Highway), in Quad 105D/9, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 123E 53' 11" being the boundary between two Canada Land Survey monuments numbered 'H1346A, 1979! and 'H1345A, 1979!, as shown on Plan 68359 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 66308;
COMMENCING at a point being a deflection of the southerly limit of the Yukon Territorial Highway number 1 (Alaska Highway), said point being at a bearing of 205E 04' 40" and a distance of 92.53 metres from a Canada Land Survey monument numbered 'H1345A, 1979! as shown on said plan;
THENCE, easterly in a straight line at a bearing of 106E 16' 10" and a distance of 15 metres to a point that intersects with the Ordinary High Water Mark;
THENCE, northwesterly along a sinuous line following the Ordinary High Water Mark to the point intersecting the southerly limit of said highway, a bearing of 303E 53' 11";
THENCE, easterly in a straight line at a bearing of 123E 53' 11" and a distance of 85.00 metres to the point of commencement;
Said parcel containing a total area of 0.17 hectares, more or less;
 - Lot 1040, near mile 897 Yukon Highway Number 1 (Alaska Highway), Quad 105D/10, as shown on a plan of survey of record number 71063 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 85541;
 - Lot 1052, near Kilometre 1436 Yukon Highway Number 1 (Alaska Highway), Quad 105D/10, as shown on a plan of survey of record number 72064 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-60;
 - That certain parcel of land in the vicinity of McRae, Whitehorse, Quad 105D/10, approximate Latitude of 60E 38' and Longitude of 134E 59' and more particularly described as follows:

Bearings are astronomic derived from the stated bearing 42E 24' 10" being the boundary between two Canada Land Survey monuments numbered '4L1004,1978!' and '3L1004,1978!', as shown on Plan 64559 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 52687;
Starting at a Canada Lands Survey monument marked '4L1004,1978!' marking the southerly corner of Lot 1004 on said plan, thence easterly on a bearing of 84E 00' 00" a distance of 118 metres to a point, said point being the point of commencement;
THENCE, easterly in a straight line at a bearing of 74E 00' 00" a distance of 100.00 metres to a point;
THENCE, southerly in a straight line at a bearing of 164E 00' 00" a distance of 100.00 metres to a point;
THENCE, westerly in a straight line at a bearing of 254E 00' 00" a distance of 100.00 metres to a point;
THENCE, northerly in a straight line at a bearing of 344E 00' 00" a distance of 100.00 metres more or less to the point of commencement;
Said parcel containing a total area of 1.0 hectares, more or less;

- That certain parcel of land near the westerly bank of the Yukon River, approximately 1.1 kilometres east of McRae, Quad 105D/10, with an approximate Latitude 60E 38' and Longitude 134E 58', and more particularly described as follows:
COMMENCING at a point that lies 1045 ± metres at a bearing of 40E ± from H1430 from Plan 40378 in the Canada Lands Surveys Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22325;
THENCE, northeasterly in a straight line at a bearing of 42E ± a distance of 100.00 metres to a point that lies 30.48 metres from the Ordinary High Water Mark of the said river;
THENCE, southeasterly along a sinuous line parallel and perpendicularly a distance of 30.48 metres from the Ordinary High Water Mark of the said river to a point 72 ± metres;
THENCE, southerly along a sinuous line parallel and perpendicularly a distance of 20.00 metres from the Ordinary High Water Mark of the said river to a point 120 ± metres;
THENCE, westerly in a straight line a distance of 137 ± metres to the point of commencement;
Said parcel containing a total area of 1.0 hectares, more or less;
- That certain parcel of land near Kilometre 1440 Yukon Highway Number 1, (Alaska Highway), in Quad 105D/10, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 250E 49' 16" being the boundary between two Canada Land Survey monuments numbered 'H1390A!' and 'H1391A!', as shown on Plan 68358 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 66309;
Starting from a Canada Lands Survey monument numbered 'H1390A!' at a bearing of 250E 49' 16" and distance of 80 metres to a point on the north limit of said highway, thence, 160E 49' 16" a distance of 191.44 metres to a point, said point being the point of commencement;
THENCE, southerly in a straight line at a bearing of 160E 49' 16" and a distance of 142.86 metres to a point;
THENCE, westerly in a straight line at a bearing of 250E 49' 16" and a distance of 140.00 metres to a point;
THENCE, northerly in a straight line at a bearing of 340E 49' 16" and a distance of 142.86 metres to a point;
THENCE, easterly in a straight line at a bearing of 70E 49' 16" and a distance of 140.00 metres more or less to the point of commencement;
Said parcel containing a total area of 2.0 hectares, more or less;
- That certain parcel of land near Kilometre 151 of the Klondike Highway, in Quad 105D/10, with an approximate Latitude 60E 32' and Longitude 134E 52', and more particularly described as follows:
Bearings are UTM Grid derived from the stated bearing 160E 53' 43" being the easterly boundary of Klondike Highway, Y.T. Highway No. 2 as shown on said Plan 74113 CLSR a copy of which is filed in the Land Titles Office in Whitehorse as 92-11;
COMMENCING at a point on the eastern limit of the Klondike Highway and on the boundary of P.C. 1970-1448, and having a bearing of 67E 30' 00" from Canada Land Survey monuments numbered 'H30!' as shown on Plan 41513 CLSR a copy of which is filed in the Land Titles Office in Whitehorse as 24275;
THENCE, easterly in a straight line at a bearing of 67E 30' 00" along said boundary of P.C. 1970-1448, a distance of 84.0 ± metres to a point being the southerly limit of a 30.0 metre unsurveyed road right-of-way;
THENCE, southeasterly following the southern limit of a 30.0 metre unsurveyed road right-of-way a distance of 52 ± metres;
THENCE, southerly in a straight line parallel and perpendicular to the centre line of a clearing 6.9 metres to the east, a distance of 28 ± metres to the intersection with the northern limit of a 6.10 metre wide unsurveyed right-of-way of Power Transmission Line (105D10-0000-00027);
THENCE, westerly in a straight line at a bearing of 89E00' 00"± a distance of 125.0 ± metres being the northern limit of said 6.10 metre wide right-of-way to a point at the intersection of the eastern limit of the Klondike Highway;
THENCE, northwesterly in a straight line at a bearing of 340E53' 43" a distance of 4.0 metres more or less being the eastern limit of the Klondike Highway to the point of commencement;
Said parcel containing a total area of 0.40 hectares, more or less;

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- That certain parcel of land in the vicinity of Kilometre 1442, Yukon Highway Number 1 (Alaska Highway), Quad 105D/10, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 91E 51' 20" being the boundary between two Canada Land Survey monuments numbered 'H1393A! and 'H1392A! as shown on Plan 68358 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 66309;
COMMENCING at a Canada Land Survey monument numbered 'H1393A! marking the most northerly limit of Yukon Territorial Highway Number 1 (Alaska Highway) according to said plan;
THENCE, easterly in a straight line at a bearing of 91E 51' 20" and a distance of 197.17 metres to a Canada Land Survey monument numbered 'H1392A! being a deflection point of said northerly limit;
THENCE, easterly in a straight line at a bearing of 77E 56' 42" and a distance of 207.63 metres to a Canada Land Survey monument numbered 'H1391A! being a deflection point of said northerly limit;
THENCE, northerly in a straight line at a bearing of 354E 39' 50" a distance of 191.06 metres to a point;
THENCE, westerly in a straight line at a bearing of 264E 00' 00" a distance of 404.00 metres to a point;
THENCE, southerly in a straight line at a bearing of 174E 00' 00" a distance of 186.00 metres more or less to the point of commencement;
Said parcel containing a total area of 8.088 hectares, more or less;
- The whole of Block 313, in the City of Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 71262 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-62;
- That certain portion of land wholly contained within Lot 3-1, Block 242, Riverdale Subdivision, in the City of Whitehorse, Plan 56701 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 34397 and more particularly described according to the following:
Bearings are astronomic derived from the stated bearing 130E 00' 20" being the most northerly boundary of Lot 3-1, Block 242;
COMMENCING at an old pattern iron post marking the northeasterly corner of Lot 3-1, Block 242
THENCE, westerly in a straight line at a bearing of 310E 00' 20" and distance of 30.474 metres along the most northerly boundary of Lot 3-1, Block 242, to a Canada Lands Survey post marking the northwesterly corner of said lot;
THENCE, southerly in a straight line at a bearing of 209E48' 40" and a distance of 100.264 metres to a point;
THENCE, easterly in a straight line at a bearing of 111E 02' 21" and a distance of 30.424 metres to a point which intersects the most easterly boundary of Lot 3-1, Block 242;
THENCE, northerly in a straight line at a bearing of 29E 46' 00" and a distance of 90.229 metres more or less to the point of commencement;
Said parcel containing a total area of 0.286 hectares, more or less;
- Lot 332 Remainder, Group 804, Riverdale Subdivision, in the City of Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 43167 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22348;
- Lots 326 to 669 inclusive, and 671, Hillcrest McIntyre Subdivision, in the City of Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 66606 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 58624;
- Lots 672 to 901 inclusive, Hillcrest McIntyre Subdivision, in the City of Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 66607 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 58625;
- Lot 3, Block 59, in the City of Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 40033 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 17459;
- That certain parcel of land near the west shore of Fish Lake, Quad 105D/11 with an approximate Latitude 60E 39' and Longitude 135E 13' and more particularly described as follows:
COMMENCING at a point, perpendicularly distant 30.48 metres from the Ordinary High Water Mark of Fish Lake;
THENCE, west in a straight line at a bearing of 270E 00' 00" a distance of 340 ± metres to a point;
THENCE, south in a straight line at a bearing of 180E 00' 00" a distance of 250 ± metres to a point;
THENCE, east in a straight line at a bearing of 90E 00' 00" a distance of 320 ± metres to a point, which is 30.48 metres from the Ordinary High Water Mark;
THENCE, northerly along a sinuous line parallel and perpendicular 30.48 metres from the Ordinary High Water Mark to the point of commencement;
Said parcel containing a total area of 8.0 hectares, more or less;

- That certain parcel of land near Kilometre 8 of the Fish Lake Road, Quad 105D/11, with an approximate Latitude 60E 41' and Longitude 135E 13' and more particularly described as follows:
COMMENCING at a point 30 metres from the centre-line of said road,
THENCE, southerly in a straight line at a bearing of 145E 00' 00" a distance of 400.00 metres to a point;
THENCE, southwesterly in a straight line at a bearing of 235E 00' 00" a distance of 200.00 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 325E 00' 00" a distance of 400.00 metres to a point, which is 30.00 metres from the centre-line of the Fish Lake Road;
THENCE, easterly along the southern limit of the existing 60 metre wide road, more or less to the point of commencement;
Said parcel containing a total area of 8.0 hectares, more or less;
- That certain parcel of land along side the Yukon River, in Quad 105 D/11, with an approximate Latitude 60E 44' and Longitude 135E 03' and more particularly described as follows:
All Universal Transverse Mercator (U.T.M.) coordinates referred to herein are in NAD27 values and in Zone 8;
COMMENCING at a point having values of 6733569 North and 496755 East,
THENCE, easterly in a straight line at a bearing of 111E 10' 00" a distance of 100.00 metres to a point;
THENCE, southerly in a straight line at a bearing of 201E 10' 00" a distance of 100.00 metres to a point;
THENCE, westerly in a straight line at a bearing of 291E 10' 00" a distance of 100.00 metres to a point;
THENCE, northerly in a straight line at a bearing of 21E 10' 00" a distance of 100.00 metres more or less to the point of commencement;
Said parcel containing a total area of 1.0 hectares, more or less;
- That certain parcel of land in the vicinity of Louise Lake, adjoining Lot 513, Group 804, as shown on a Plan 53519 CLSR in Quad 105D/11, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 29E 08' 05" being the boundary between two Canada Land Survey monuments marking the easterly boundary of Lot 513, Group 804, as shown on Plan 53519 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 29337;
COMMENCING at a point being at a bearing 179E 58' 00" and a distance of 20.0 metres from a Canada Land Survey monument numbered '1! as shown on said plan;
THENCE, east in a straight line at a bearing of 90E 00' 00" and a distance of 400 metres to a point;
THENCE, southerly in a straight line at a bearing of 179E 59' 00" and a distance of 300.00 metres to a point;
THENCE, west in a straight line at a bearing of 270E 00' 00" and a distance of 400.00 metres to a point;
THENCE, northerly in a straight line at a bearing of 359E 58' 00" and a distance of 300.00 metres more or less to the point of commencement;
Saving and Excepting thereout and therefrom the 6.0 metre wide trails;
Said parcel containing a total area of 12.0 hectares, more or less;
- Lot 333, Group 804, Riverdale Subdivision, in the City of Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 43167 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22348;
- That certain parcel of land on the east shore of Fish Lake Road, Quad 105D/11, with an approximate Latitude 60E 38' and Longitude 135E 12' and more particularly described as follows:
COMMENCING at a point, parallel and perpendicularly distant 30.48 metres from the Ordinary High Water Mark;
THENCE, southerly along a sinuous line parallel and perpendicularly distant 30.48 metres from the Ordinary High Water Mark at a bearing of 165E and a distance of 167 ± metres to a point;
THENCE, easterly in a straight line at a bearing of 75E 00' 00" a distance of 120.00 metres to a point;
THENCE, northerly in a straight line at a bearing of 345E 00' 00" a distance of 167.00 metres to a point;
THENCE, westerly in a straight line at a bearing of 255E 00' 00" a distance of 120.00 metres more or less to the point of commencement;
Said parcel containing a total area of 2.0 hectares, more or less;
- Lake LaBerge Indian Reserve No. 1, comprising Lots 1 and 2, Group 8, at the lower end of Lake LaBerge on the west shore, Quad 105D/14, as said lots are shown on a plan of survey of record number 8951 in the Canada Lands Survey Records at Ottawa, including Mineral Resources therein;
- Lot 888, Porter Creek Subdivision, in the City of Whitehorse, Quad 105D/14, as shown on a plan of survey of record number 59116 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 41316;

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- Lot 226 Remainder, Group 5, in the City of Whitehorse, Quad 105D/14, as shown on a plan of survey of record number 68098 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 65109;
- Lot 1166, near Kilometre 1500 Old Alaska Highway, Quad 105D/14, as shown on a plan of survey of record number 71065 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-03;
- Parcel A-1, Lot 226, Group 5 (804), in the City of Whitehorse, Quad 105D/14, as shown on a plan of survey of record number 69769 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 75793;
- Lot 1197, near Two Horse Creek, Quad 105D/14, as shown on a plan of survey of record number 72052 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-48;
- Lot 1198, near Kilometre 1507.1 Yukon Highway Number 1 (Alaska Highway), Quad 105D/14, as shown on a plan of survey of record number 72062 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-58;
- Lot 1244, near Kilometre 1499 Yukon Highway Number 1 (Alaska Highway), Quad 105D/14, as shown on a plan of survey of record number 74166 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 92-43;
- Lot 1243, near Kilometre 1489.8 Yukon Highway Number 1 (Alaska Highway), Quad 105D/14, as shown on a plan of survey of record number 73989 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 92-03;
- That certain parcel of land near Kilometre 1489.6 Yukon Highway Number 1 (Alaska Highway), in Quad 105D/14, with an approximate Latitude 60E 49' north and 135E 13' west and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 98E 49' 00" between Canada Lands Survey monuments H1502B and H1501B as shown on plan 56901 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 34791;
Starting at a Canada Lands Survey monument marked H1502B marking the southerly limit of the Yukon Highway Number 1 (Alaska Highway) of said plan, thence, easterly on a bearing of 98E 49' 00" following said limit of Yukon Highway Number 1 a said distance of 97.5± metres to a point, said point being the point of commencement;
THENCE, easterly in a straight line following said southerly limit of Yukon Highway Number 1 at a bearing of 98E 49' 00" a distance of 305.714 metres to a point;
THENCE, southerly in a straight line at a bearing of 188E 49' 00" a distance of 274.320 metres to a point;
THENCE, westerly in a straight line at a bearing of 278E 49' 00" a distance of 121.92 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 332E 00' 00" a distance of 73.152 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 311E 20' 24" a distance of 235.238 metres to a point;
THENCE, northeasterly in a straight line at a bearing of 42E 00' 00" a distance of 106.680 metres to the point of commencement;
Said parcel containing a total area of 6.58 hectares, more or less;
Saving and excepting thereout and therefrom Lot 652, Group, as shown on a plan of survey of record number 59887 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 43841, and access road;
- That certain parcel of land near Kilometre 1509 of the Old Alaska Highway, in Quad 105D/14, with an approximate Latitude 60E 49' and Longitude 135E 23', and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 307E 21' 30" being the boundary between two Canada Land Survey monuments numbered H1556 and H1557, marking the easterly limit of the Old Alaska Highway, as shown on said Plan 61126 CLSR a copy of which is filed in the Land Titles Office in Whitehorse as 47686;
COMMENCING at a Canada Land Survey monument numbered H1556 as shown on said plan;
THENCE, northerly in a straight line at a bearing of 35E 00' 00" a distance of 65.00 metres to a point;
THENCE, northerly in a straight line at a bearing of 3E 00' 00" a distance of 170.00 metres to a point;
THENCE, westerly in a straight line at a bearing of 296E 40' 34" a distance of 242.07 metres to a point;
THENCE, southerly in a straight line at a bearing of 225E 00' 00" a distance of 180.00 metres to Canada Lands Survey monument H1558, being the southwest corner of said lot and northerly limit of Old Alaska Highway of said plan;
THENCE, easterly in a straight line at a bearing of 118E38' 40" a distance of 118.73 metres to Canada Lands Survey monument H1557, being a southerly limit of said lot and northerly limit of Old Alaska Highway of said plan;

- THENCE, southeasterly in a straight line at a bearing of 127E21'30" a distance of 243.07 metres more or less to the point of commencement;
Said parcel containing a total area of 6.00 hectares, more or less;
- That certain parcel of land near Kilometre 1509 Yukon Highway Number 1 (Alaska Highway), in Quad 105D/14, with an approximate Latitude 60E 49' and Longitude 135E 23', and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 355E 57' 50" being the boundary between two Canada Lands Survey monuments numbered H1560 and H1561 as shown on said Plan 61126 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 47686;
Starting at a Canada Lands Survey monument H1561, thence, southeasterly on a bearing of 122E 30' a distance of 110.0 ± metres to the point of commencement;
THENCE, northerly in a straight line at a bearing of 48E 42' a distance of 49.17 metres to a point;
THENCE, easterly in a straight line at a bearing of 121E 20' a distance of 185.00 metres to a point;
THENCE, easterly in a straight line at a bearing of 105E 30' a distance of 215.00 metres to a point;
THENCE, southerly in a straight line at a bearing of 210E 00' a distance of 227.00 metres to a point;
THENCE, westerly in a straight line at a bearing of 304E 30' a distance of 210.00 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 329 E 50' a distance of 230.00 metres more or less to the point of commencement;
Said parcel containing a total area of 6.00 hectares, more or less.
 - That certain parcel of land near the Yukon River, in Quad 105D/14, with an approximate Latitude 60E 57' and Longitude 135E 06', and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 76E 25' 35" between two Canada Land Survey monuments numbered "1L1131,R,1984 " and "2L1131,R,1984 " as shown on said Plan 69569 CLSR a copy of which is filed in the Land Titles Office in Whitehorse as 74379;
Starting at a point being a Canada Lands Survey Monument numbered "1L1131,R,1984", thence northerly in a straight line at a bearing of 10E08' 30" a distance of 32.76 metres to the point of commencement;
THENCE, easterly in a straight line along the northerly said limit of a 30 metre wide access road at a bearing of 76E 25' 35" a distance of 230.37 metres to a point;
THENCE, easterly in a straight line along the northerly limit to a 30 metre wide access road at a bearing of 93E 48' 20" a distance of 170.01 metres to a point;
THENCE, northerly in a straight line at a bearing of 3E 48' 20" and a distance of 20.00 metres to a point;
THENCE, easterly in a straight line at a bearing of 93E 48' 20" a distance of 33.00 metres to a point 30.48 metres perpendicularly distant from the Ordinary High Water Mark of the Yukon River;
THENCE, northerly along a sinuous line parallel and perpendicularly distant of 30.48 metres to the Ordinary High Water Mark of the Yukon River a distance of approximately 135.00 metres to a point;
THENCE, westerly in a straight line at a bearing of 283E30' 00" a distance of approximately 413.0 metres to a point;
THENCE, southerly in a straight line at a bearing of 190E08' 30" a distance of 290.00 metres more or less to the point of commencement;
Said parcel containing a total area of 8.44 hectares, more or less;
 - That certain parcel of land near Kilometre 1500 of the Old Alaska Highway, in Quad 105D/14, with an approximate Latitude 60E 49' and Longitude 135E 23' and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 208E 03' 00" being the boundary between two Canada Land Survey monuments numbered '1L1166,5L1252,1987! and '2L1166,R,1987! as shown on said Plan 71065 CLSR a copy of which is filed in the Land Titles Office in Whitehorse as 88-03;
COMMENCING at a Canada Land Survey monuments numbered '1L1166,5L1252,1987! as shown on said plan;
THENCE, northerly in a straight line at a bearing of 28E 03' 00" a distance of 169.82 metres, following the most westerly limit of Lot 1166, Quad 105D/14, shown on said plan, to a Canada Lands Survey monument numbered '2L1166,R,1987! which lies on the southerly limit of the Yukon Territorial Highway Number 1 (Alaska Highway);
THENCE, northwesterly in a straight line at a bearing of 324E 40' 47" a distance of 362.00 metres to a point;
THENCE, southerly in a straight line at a bearing of 208E 03' 30" a distance of 329.97 metres to a point;
THENCE, southeasterly in a straight line at a bearing of 118E 42' 30" a distance of 324.65 metres more or less to the point of commencement;
Said parcel containing a total area of 8.11 hectares, more or less;
 - Lot 14, in Haeckel Hill Subdivision, Quad 105D/14, as shown on a plan of survey of record number 62390FB in the Canada Lands Survey Records at Ottawa;
 - Lot 1015, at Lake Laberge, Quad 105E/3, as shown on a plan of survey of record number 71911 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-33;

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- Lot 1016, at Lake Laberge, Quad 105E/3, as shown on a plan of survey of record number 71911 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-33;
- That certain parcel of land near Kilometre 218 Yukon Highway Number 2 (Klondike Highway), in Quad 105E/3, with an approximate Latitude 61E 03' North and 135E 13' West and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 0E 06' 21" between the two Canada Lands Survey monuments numbered R31 and R32, as stated on plan FN 59744 CLSR;
COMMENCING at a point marking the easterly limit of the Yukon Territory Highway Number 2 (Klondike Highway), said point being located approximately 10 metres north of the limit of an existing Powerline Easement as defined by Plan 71329 CLSR a copy of which is recorded in the Land Titles Office at Whitehorse as 88-60;
THENCE, along said easterly limit of the Klondike Highway following an arc for a distance of 84.67 metres to a point, said arc being defined by a chord bearing of 357° 59' 20" and a chord distance of 84.67 metres and a radius of 665.23 metres;

THENCE, along the easterly limit of said Klondike Highway on a bearing of 1° 38' 16", a distance of 391.93 metres to a point;
THENCE, along said easterly limit of the Klondike Highway following an arc for a distance of 109.43 metres to a point, said arc being defined by a chord bearing of 10° 29' 30" and a chord distance of 108.99 metres and a radius of 354.09 metres;
THENCE, easterly on a bearing of 97° 30' 00", for a distance of 124.26 metres to a point;
THENCE, southerly on a bearing of 187° 30' 00", for a distance of 222.50 metres to a point;
THENCE, southerly on a bearing of 182° 00' 00", for a distance of 200.00 metres to a point;
THENCE, southerly on a bearing of 168° 00' 00", for a distance of 142.00 metres to a point;
THENCE, southerly on a bearing of 134° 00' 00", for a distance of 90.00 metres to a point;
THENCE, westerly on a bearing of 260° 00' 00", for a distance of 82.00 metres to a point;
THENCE, westerly on a bearing of 298° 07' 40", for a distance of 146.00 metres to the point of commencement;
Said parcel containing a total area of 8.00 hectares, more or less;
- That certain parcel of land on the east side of Lake Laberge, Quad 105E/3, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 90E 00' 00" being the most northerly boundary of Lot 1016, Quad 105E/3, as shown on Plan 71911 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 89-33;
Starting from the northeasterly corner of Lot 1016, Quad 105E/3 at a bearing of 0E 00' 00" and distance of 132.00 metres to a point, said point being the point of commencement;
THENCE, east in a straight line at a bearing of 90E 00' 00" and a distance of 115 ± metres to a point 30.48 metres perpendicularly distant from the Ordinary High Water Mark of Lake Laberge;
THENCE, northerly along a sinuous line parallel to and perpendicularly distant 30.48 metres from said Ordinary High Water Mark to a point;
THENCE, west in a straight line at a bearing of 270E 00' 00" and a distance of 140 ± metres to a point;
THENCE, south in a straight line at a bearing of 180E 00' 00" and a distance of 400 ± metres to a point;
THENCE, east in a straight line at a bearing of 90E 00' 00" a distance of 90 metres more or less to the point of commencement;
Said parcel containing a total area of 8.0 hectares, more or less;
- Lot 1001, near Lapie River, Quad 105F/15, as shown on a plan of survey of record number 72554 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-04;
- Lot 1002, near Kilometre 215 Yukon Highway Number 6 (Canol Road), Quad 105F/15, as shown on a plan of survey of record number 72558 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-162;
- That certain parcel of land near the northeastern shore of an unnamed lake, in the vicinity of Ross River, Quad 105F/15, with an approximate Latitude of 61E 56' north and Longitude 132E 32' west, and more particularly described as follows:
COMMENCING at a point, that lies on the northerly limit of a 6.00 metre wide access road;
THENCE, South in a straight line at a bearing of 180E a distance of 38 metres to a point, said point being 30.48 metres north of the Ordinary High Water Mark of the unnamed lake;
THENCE, westerly along a sinuous line parallel and perpendicularly a distance of 30.48 metres from the Ordinary High Water Mark of the said lake, 90 ± metres to a point;
THENCE, northerly along a sinuous line parallel and perpendicularly a distance of 30.48 metres from the Ordinary High Water Mark of the said lake, 85.00 metres to a point;
THENCE, East in a straight line at a bearing of 90E a distance of 30.00 metres to a point;
THENCE, in a southerly direction following the general trend of the northerly limit of the six metre wide access road to the point of commencement;

- Said parcel containing a total area of 0.53 hectares, more or less;
- That certain parcel of land near the northeastern shore of an unnamed lake, in the vicinity of Ross River, Quad 105 F/15, with an approximate Latitude of 61E 56' north and Longitude 132E 32' west, and more particularly described as follows: COMMENCING at a point, that lies on the southerly limit of a 6.00 metre wide access road; THENCE, south in a straight line at a bearing of 180E a distance of 32 metres to a point, said point being 30.48 metres from the Ordinary High Water Mark of the unnamed lake; THENCE, easterly along a sinuous line parallel and perpendicularly a distance of 30.48 metres from the Ordinary High Water Mark of the said lake a distance of 110.00 metres to a point; THENCE, north in a straight line at a bearing of 0E a distance of 85.00 metres to a point; THENCE, west in a straight line at a bearing of 270E a distance of 55 ± metres to a point, said point being on the southerly limit of a 6.00 metre wide access road; THENCE, in a southeasterly direction following the general trend of the southerly limit of the 6.00 metre wide access road to the point of commencement; Said parcel containing a total area of 0.70 hectares, more or less;
 - That certain parcel of land near the northeastern shore of an unnamed lake, in the vicinity of Ross River, Quad 105 F/15, with an approximate Latitude of 61E 56' north and Longitude 132E 32' west, and more particularly described as follows: COMMENCING at a point, that lies on the northerly limit of a 6.00 metre wide access road; THENCE, North in a straight line at a bearing of 0E a distance of 96.00 metres to a point; THENCE, West in a straight line at a bearing of 270E a distance of 85 + metres to a point 30.48 metres from the Ordinary High Water Mark of the said lake; THENCE, southerly along a sinuous line parallel and perpendicularly a distance of 30.48 metres from the Ordinary High Water Mark of the said lake a distance of 65 + metres to a point; THENCE, East in a straight line at a bearing of 90E a distance of 30.00 metres to a point; THENCE, in a southeasterly direction following the general trend of the northerly limit of the 6.00 metre wide access road to the point of commencement; Said parcel containing a total area of 0.70 hectares, more or less;
 - That certain parcel of land within Ross River, Quad 105F/16, parallel and perpendicularly distant 6.1 metres from Lot 126, as shown on Plan 64409 CLSR a copy of which is filed in the Land Titles Office at Whitehorse as 52770, and more particularly described as follows: Bearings are astronomic derived from the stated bearing 249E 38' 00" being the boundary between two Canada Land Survey monuments numbered 'R,3L126, 1974! and 'R,2L126, 1974! as shown on said plan; Starting at a CLS '69 post numbered '3L126,R,1974! as shown on said plan, thence westerly on a bearing of 249E 38' 00" a distance of 6.1 metres to a point, said point being the point of commencement; THENCE, northerly in a straight line at a bearing of 339E 38' 00" a distance of 60.96 metres to a point; THENCE, westerly in a straight line at a bearing of 249E 38' 00" a distance of 30.48 metres to a point; THENCE, southerly in a straight line at a bearing of 159E 38' 00" and a distance of 60.96 metres to a point; THENCE, easterly in a straight line at a bearing of 69E 38' 00" a distance of 30.48 metres more or less to the point of commencement; Said parcel containing a total area of 0.19 hectares, more or less;
 - Lot 242, in Ross River, Quad 105F/16, as shown on a plan of survey of record number 72552 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-172;
 - Lot 105, Group 905, including Lots 105-1 to 105-9 inclusive and road, all within Lot 105, and the 100 foot waterfront reserve fronting Lot 105, in Ross River, Quad 105F/16, as said lots are shown on a plan of survey of record number 55118 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 30440;
 - Lots 1000 and 1001, near the confluence of the Ross and Pelly Rivers, Quad 105F/16, as shown on a plan of survey of record number 65950 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 57580;
 - Lots 31 and 32, in Ross River, Quad 105F/16, as shown on a plan of survey of record number 52922 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 27954;
 - Lot 187, in Ross River, Quad 105F/16, as shown on a plan of survey of record number 59590 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 43548;

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- Lots 89 and 90, in Ross River, Quad 105F/16, as shown on a plan of survey of record number 53407 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 29803;
- That certain parcel of land in the vicinity of Ross River, in Quad 105F/16, with an approximate Latitude 61E 58' North and 132E 27' West, being broken up into two distinct areas and more particularly described as follows:
Bearings are grid and are derived from the stated bearing 98E 42' 04" between the two Canada Lands Survey monuments numbered 1L215 and 2L215, 1978, as stated on plan 65534 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 56229;
COMMENCING at a Canada Lands Survey monument marked 1L215 marking the easterly limit of the Canol Road as shown on plan 54253 CLSR, a copy of which is filed in the Land Titles Office under number 30124;
THENCE, along said northerly limit of Lot 215 on a bearing of 278E 42' 04" a distance of 365.94 metres to monument 2L215;
THENCE, southerly in a straight line at a bearing of 188E 42' 04" a distance of 40 metres to a point, said point marking the northerly limit of a 30 metre wide road Right-of-Way;
THENCE, westerly along said Right-of-Way in a straight line at a bearing of 293° 42' 04" a distance of 73.41 metres;
THENCE, westerly in a straight line at a bearing of 278E 42' 04" a distance of 283.90 metres to a point, said point being on the easterly limit of the said Canol Road;
THENCE, northerly in a straight line along said boundary of the Canol Road, at a bearing of 339E 36' 24" a distance of 22.89 metres to the point of commencement;
Said area containing a total of 0.788 hectares, more or less;
AND
Starting at the above noted monument 1L215, thence, southeasterly along the eastern limit of the above noted Canol Road in a straight line at a bearing of 159E 36' 24" a distance of 57.22 metres to a point, said point being the point of commencement of area B of parcel;
THENCE, easterly along the southerly limit of a 30 metre wide Right-of-Way, in a straight line at a bearing of 98° 42' 04" a distance of 263.26 metres to a point;
THENCE, easterly along the southerly limit of a 30 metre wide Right-of-Way, in a straight line at a bearing of 113° 42' 04" a distance of 29.66 metres to a point;
THENCE, southerly, in a straight line at a bearing of 188° 42' 04" a distance of 17.32 metres to a point;
THENCE, westerly, in a straight line at a bearing of 278° 42' 04" a distance of 278.00 metres to a point, said point being on the eastern limit of the above noted Canol Road;
THENCE, northerly, in a straight line at a bearing of 339° 36' 24" a distance of 28.61 metres to a point, said point being the point of commencement of area B;
Saving and excepting a 9 metre wide easement following the existing Transmission Line as it passes through area B;
Said area containing a total of 0.701 hectares, more or less;
- That certain parcel of land adjoining the northeastern shore of an unnamed lake approximately 8.0 Kilometres south of Ross River, in Quad 105F/16, with an approximate Latitude 61E 55' 00" and Longitude 132E 29' 00" and more particularly described as follows:
COMMENCING at a point 30.48 metres perpendicularly distant from an Ordinary High Water Mark of the Unnamed Lake;
THENCE, southeasterly along a sinuous line parallel and perpendicularly distant 30.48 metres from the Ordinary High Water Mark at a distance of 65± metres to a point;
THENCE, northeasterly in a straight line at a bearing of 15E 00' 00" ± a distance of 65.00 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 285E 00' 00" ± a distance of 65.00 metres to a point;
THENCE, southwesterly in a straight line at a bearing of 195E 00' 00" ± a distance of 65.00 metres more or less to the point of commencement;
Said parcel containing a total area of 0.42 hectares, more or less
- That certain parcel of land near Kilometre 363.5 of the Yukon Territorial Highway Number 4, (Campbell Highway) and Mud Lake, Quad 105F/16, with an approximate Latitude 61E 55' and Longitude 132E 29' and more particularly described as follows:
COMMENCING at a point 30 metres from the centre-line of said highway and being the northerly limit of said highway;
THENCE, northerly perpendicular to said centre-line and a distance of 300.00 metres to a point;
THENCE, westerly parallel to said highway and a distance of 265 ± metres to a point perpendicularly distant 30.48 metres from the Ordinary High Water Mark of Mud Lake;
THENCE, southerly along a sinuous line parallel and perpendicular 30.48 metres from the Ordinary High Water Mark of Mud Lake to the intersection with the northern limit of said highway;
THENCE, westerly following the northern limit of said highway more or less to the point of commencement;
Said parcel containing a total area of 8.0 hectares, more or less;

- That certain parcel of land near the northeastern shore of an unnamed lake, and Kilometre 358 Yukon Highway number 4 (Campbell Highway), Quad 105F/16, with an approximate Latitude 61E 58' and Longitude 132E 39', and more particularly described as follows:
COMMENCING at a point, parallel and perpendicularly distant 30.48 metres from the Ordinary High Water Mark of said lake;
THENCE, northeasterly in a straight line at a bearing of 40E a distance of 260 ± metres to a point;
THENCE, northwesterly in a straight line at a bearing of 310E a distance of 285.00 metres to a point;
THENCE, southwesterly in a straight line at a bearing of 220E a distance of 270.00 metres to a point 30.48 metres from the said Ordinary High Water Mark;
THENCE, southeasterly along a sinuous line parallel and perpendicularly distant 30.48 metres from the said Ordinary High Water Mark to the point of commencement;
Said parcel containing a total area of 8.0 hectares, more or less;
- That certain parcel of land adjacent to Whiskers Lake in the vicinity of Ross River, Quad 105F/16, with an approximate Latitude 61E 58' and Longitude 132E 39' and more particularly described as follows:
COMMENCING at a point 30.48 metres east of the Ordinary High Water Mark of the eastern limit of Whiskers Lake approximately 70 metres west of an unnamed road;
THENCE, easterly in a straight line at a bearing of 300E ± a distance of 30 ± metres to a point;
THENCE, northerly in a straight line at a bearing of 30E ± a distance of 90 ± metres to a point;
THENCE, westerly and then easterly along a sinuous line parallel and perpendicularly a distance of 30.48 metres from the said Ordinary High Water Mark to the point of commencement;
Said parcel containing a total area of 1.0 hectares, more or less;
- That certain parcel of land adjoining the Pelly River approximately 2.5 Kilometres easterly of Blind Creek, in Quad 105 K/3, with an approximate Latitude 62E 10' and Longitude 133E 10' and more particularly described as follows:
COMMENCING at a point 30 metres from the centre-line of a road, and 30.48 metres perpendicularly distant from an Ordinary High Water Mark of the Pelly River;
THENCE, northerly along the limit of the existing road distant 30 metres from the centre-line of said road a distance of 170 ± metres to a point;
THENCE, westerly in a straight line at a bearing of 75E 00' 00" a distance of 330.00 metres to a point;
THENCE, southerly in a straight line at a bearing of 175E 00' 00" a distance of 320 ± metres to a point, which is 30.48 metres from the Ordinary High Water Mark;
THENCE, easterly along a sinuous line parallel and perpendicularly distant 30.48 metres from said Ordinary High Water Mark to the point of commencement;
Said parcel containing a total area of 8.0 hectares, more or less;
- Lot 51, Group 904, at Little Salmon Lake, Quad 105L/1, as shown on a plan of survey of record number 62728 in the Canada Lands survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse in the Yukon Territory under number 49628;
- Lot 1002, on Kusawa Lake Road, Quad 115A/16, as shown on a plan of survey of record number 71066 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-04;
- Lot 1001, near the east shore of Cultus Bay, on Kluane Lake, Quad 115G/1, as shown on a plan of survey of record number 72541 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-156;
- Lot 1002, on Cultus Creek, Quad 115G/1, as shown on a plan of survey of record number 72541 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-156;
- That certain parcel of land located between Lots 1 and 2, Group 852, near Kilometre 1759 Yukon Territorial Highway Number 1 (Alaska Highway), in Quad 115G/6 and 115G/7, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 110E 05' 00" being the boundary between two iron pins numbered '5! and '10R!, as shown on Plan 41518 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 19835;
COMMENCING from a Canada Lands Survey monument numbered '10R! as shown on said plan;
THENCE, easterly in a straight line at a bearing of 110E 05' and a distance of 20.30 metres to a point;
THENCE, easterly in a straight line at a bearing of 110E 05' and a distance of 132.92 metres to a point, said point being the shoreline of Kluane Lake;
THENCE, southerly along a sinuous line following Kluane Lake to a point, said point being the intersection of Kluane Lake, and the most westerly boundary of Lot 7, Group 852, as shown on Plan 41265 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 19467;

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- THENCE, southwesterly in a straight line at a bearing of 209E 09' to a point, said point being a Canada Lands Survey Monument numbered 'H2174! as shown on Plan 41204 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 22307;
- THENCE, northwesterly in a straight line along Yukon Territorial Highway Number 1 (Alaska Highway), as shown on said plan, on a bearing of 299E 19' 00" and a distance of 227.55 metres to a point, said point being a Canada Lands Survey Monument numbered 'H2173!
- THENCE, northwesterly in a straight line along said highway on a bearing of 318E 04' 00" to a point, said point being a Canada Lands Survey Monument numbered '2A!, and at an intersection between the east boundary of Lot 1, Group 852, as shown on Plan 53106 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 28366, and the said highway;
- THENCE, northerly in a straight line at a bearing of 6E 15' 00" and a distance of 206.74 metres to a point;
- THENCE, northeasterly in a straight line at a bearing of 37E 39' 00" and a distance of 313.09 metres to a point, said point being on the most southerly boundary of Lot 9, Group 852;
- THENCE, easterly in a straight line at a bearing of 110E 05' 00" and a distance of 316.24 metres more or less to the point of commencement;
- Saving and excepting thereout and therefrom said parcel a 20.12 metre surveyed access road, as shown on Plan 41518 CLSR, a 20.12 metre travelled access road to Lot 7, Group 852, as shown on said plan, a bed of a pond in the centre of said parcel, and a bed of creek from said pond to the shore line of Kluane Lake;
- Said parcel containing a total area of 34.12 hectares, more or less;
- Lot 1003, near Kilometre 1776 Yukon Highway Number 1 (Alaska Highway), Quad 115G/6, as shown on a plan of survey of record number 72807 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-49;
 - That certain parcel of land in the vicinity of Kilometre 1776, Yukon Highway Number 1 (Alaska Highway), Quad 115G/6, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 338E 20' 00" being the boundary between two Canada Land Survey monuments numbered 'H2218! and 'H2219! of the Yukon Highway Number 1 (Alaska Highway), and are referred to the meridian through monument 'H2193! as shown on Plan 40928 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 19301;
COMMENCING at a Canada Land Survey monument numbered '2L242,G852,1956! marking the most northeasterly corner of Lot 242, Group 852, as shown on Plan 42964 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 21846;
THENCE, southerly in a straight line at a bearing of 158E 20' 00" and a distance of 198.06 metres to a Canada Land Survey monument numbered '3L242,G852,1956! being the southeast corner of said lot;
THENCE, westerly in a straight line at a bearing of 248E 20' and a distance of 129.54 metres to a Canada Land Survey monument numbered 'R,4L242,G852,1956! being the southwest corner of said lot and easterly limit of Yukon Highway Number 1 (Alaska Highway) of said plan;
THENCE, southerly in a straight line at a bearing of 158E 20' 00" and a distance of 276.238 metres to a Canada Land Survey monument numbered 'H2218! being the most northerly limit of Yukon Highway Number 1 (Alaska Highway) of said plan;
THENCE, southerly in a straight line at a bearing of 207E 00' 33" and a distance of 358.73 metres to a Canada Land Survey monument numbered 'H2217! being the most northerly limit of Yukon Highway Number 1 (Alaska Highway) of said plan;
THENCE, southerly in a straight line at a bearing of 171E 43' 40" and a distance of 151.30 metres to a point;
THENCE, easterly in a straight line at a bearing of 81E 43' 40" and a distance 100 metres to a point;
THENCE, southerly in a straight line at a bearing of 171E 43' 40" and a distance 100 metres to a point;
THENCE, east in a straight line at a bearing of 90E 00' 00" and a distance 523.07 metres to a point;
THENCE, north in a straight line at a bearing of 0E 00' 00" and a distance 1042.516 metres to a point;
THENCE, west in a straight line at a bearing of 270E 00' 00" a distance of 550.00 metres more or less to the point of commencement;
Said parcel containing a total area of 58.6 hectares, more or less;
 - That certain parcel of land in the vicinity of Kilometre 1762, Yukon Highway Number 1 (Alaska Highway), Quad 115G/6, and more particularly described as follows:
Bearings are astronomic and are derived from the stated bearing 225E 13' 00" between two Canada Land Survey monuments numbered '2L12,1954! and '1L12,R,1954!, as shown on Plan 42131 CLSR, a copy of which is filed in the Land Titles Office under number 20722;
COMMENCING at a point having it's position described as follows;
Starting from a Canada Lands Survey monument numbered '2L12,G852,1954! being the southern most corner of Lot 12, Group 852 as shown on said plan, thence northeasterly on a bearing of 45E 13' 00" a distance of 89.56 metres along the southeasterly boundary of said Lot 12, Group 852 to the point of commencement;

- THENCE, northeasterly along said southerly boundary of Lot 12, Group 852 a distance of 200 metres to a point, said point being on the southerly limit of the Yukon Territorial Highway number 1 (Alaska Highway), as defined by Plan 41204 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 22308;
- THENCE, southeast along said boundary of the Yukon Territorial Highway number 1 (Alaska Highway) on a bearing of 135E 13' 00" a distance of 400 metres to a point;
- THENCE, southwesterly in a straight line at a bearing of 225E 13' 00" and a distance of 200.00 metres to a point;
- THENCE, northwesterly in a straight line at a bearing of 315E 13' 00" and a distance of 400.00 metres more or less to the point of commencement;
- Said parcel containing a total area of 8.00 hectares, more or less;
- That certain parcel of land near Kilometre 1759.7 Yukon Highway Number 1 (Alaska Highway), in Quad 115 G/6, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 29E 08' 44" being the boundary between two Canada Land Survey monuments numbered '5,1946! and '4,1946!, as shown on Plan 41265 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 19467;
Starting at a point marked by a Canada Lands Survey monument numbered '5,1946! as shown on said plan, thence southwesterly on a bearing of 209E 09' following the westerly limit of Lot 2, Group 852 a distance of 91.44 metres to a point, said point being the point of commencement;
THENCE, southerly in a straight line at a bearing of 209E 09' 00" and a distance of 415.4 metres to a point;
THENCE, westerly in a straight line at a bearing of 299E 09' 00" and a distance of 238.9 metres to a point;
THENCE, northerly in a straight line at a bearing of 29E 09' 00" and a distance of 415.4 metres to a point, said point being on the southerly limit of Yukon Territorial Highway number 1 (Alaska Highway);
THENCE, easterly along said limit of Yukon Territorial Highway number 1 in a straight line at a bearing of 119E 09' 00" and a distance of 238.9 metres more or less to the point of commencement;
Said parcel containing a total area of 9.9 hectares, more or less;
 - Lot 1004, near Kilometre 1776 Yukon Highway Number 1 (Alaska Highway), Quad 115G/6, as shown on a plan of survey of record number 72807 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-49;
 - Lot 1002, near Kilometre 1776 Yukon Highway Number 1 (Alaska Highway), Quad 115G/6, as shown on a plan of survey of record number 72807 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-49;
 - Lot 1001, at Duke Meadows, near Kilometre 1768 Yukon Highway Number 1 (Alaska Highway), Quad 115G/6, as shown on a plan of survey of record number 72806 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-48;
 - That certain parcel of land at Kluane Lake, near the Kluane River, in Quad 115G/6, with an approximate Latitude 61E 25' North and 139E 04' West and more particularly described as follows:
COMMENCING at a point 30.48 metres southwest of the Ordinary High Water Mark of Kluane Lake;
THENCE, southwest in a straight line at a bearing of 205E 00' 00" a distance of 400 metres to a point;
THENCE, southeast in a straight line at a bearing of 115E 00' 00" a distance of 400 metres to a point;
THENCE, northeast in a straight line at a bearing of 25E 00' 00" a distance of 400 metres to a point;
THENCE, northwest along a sinuous line perpendicular and parallel 30.48 metres from the Ordinary High Water Mark of Kluane Lake to the point of commencement;
Said parcel containing a total area of 16 hectares, more or less;
 - That certain parcel of land at Duke Meadows near Kilometre 1768 Yukon Highway Number 1 (Alaska Highway), in Quad 115G/6, with an approximate Latitude 61E 23' North and 139E 06' West and more particularly described as follows:
Starting at the southwest corner of the parcel, the westerly boundary of the parcel bounds on an existing application encompassing Duke Meadows and an existing access trail, said southwest corner being the point of commencement;
THENCE, North in a straight line at a bearing of 0E 00' 00" a distance of 500 metres to a point;
THENCE, East in a straight line at a bearing of 90E 00' 00" a distance of 500 metres to a point;
THENCE, South in a straight line at a bearing of 180E 00' 00" a distance of 500 metres to a point;
THENCE, West in a straight line at a bearing of 270E 00' 00" a distance of 500 metres to the point of commencement;
Said parcel containing a total area of 25 hectares, more or less;
 - Lot 6, Group 852, at Burwash Landing, Quad 115G/7, as shown on a plan of survey of record number 41265 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 19467;

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- Lot 300, Group 852, at Burwash Landing, Quad 115G/7, as shown on a plan of survey of record number 56694 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 34361;
- Lot 9 Remainder, Group 852, at Burwash Landing, Quad 115G/7, as shown on a plan of survey of record number 41518 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 19835;
- Parcels C and D, Lot 4, Group 852, at Burwash Landing, Quad 115G/7, as shown on a plan of survey of record number 42392 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 21270;
- Lot 1003, at Burwash Landing, Quad 115G/7, as shown on a plan of survey of record number 69797 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 76781;
- Lot 2-1, Group 852, at Burwash Landing, Quad 115G/7, as shown on a plan of survey of record number 56894 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 34763;
- Lots 22 to 25 inclusive, at Destruction Bay, Quad 115G/7, as shown on a plan of survey of record number 53805 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 29916;
- Lot 1011, on Kluane Lake, Quad 115G/7, as shown on a plan of survey of record number 72803 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-46;
- That certain parcel of land in the vicinity of Kilometre 1758, Yukon Highway Number 1 (Alaska Highway), Quad 115G/7, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 29E 08' 05" being the boundary between two Canada Land Survey monuments numbered 'H2167,2L1003,1985' and '1L1003,R,1985', as shown on Plan 69797 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 76781;
COMMENCING at Canada Land Survey monument numbered 'H2167,2L1003,1985' as shown on said plan;
THENCE, easterly in a straight line at a bearing of 112 59' 00" and a distance of 553.80 metres to a Canada Land Survey monuments numbered '4L298,G852,H,1965', as shown on Plan 52935 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 27902;
THENCE, northerly in a straight line at a bearing of 22E 59' 00" along the westerly boundary of Lot 298, Group 852, as shown on said plan and a distance of 191.14 metres to a point;
THENCE, westerly in a straight line at a bearing of 292E 59' 00" and a distance of 533.14 metres to a point;
THENCE, southerly in a straight line at a bearing of 209E 08' 05" along the easterly boundary of Lot 1003, Quad 115G/7, as shown on said plan and a distance of 192.05 metres more or less to the point of commencement;
Said parcel containing a total area of 10.4 hectares, more or less;
- That certain parcel of land in the vicinity of Kilometre 1754, Yukon Highway Number 1 (Alaska Highway) and Half Breed Creek, Quad 115G/7, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 305E 49' 32" being the boundary between two Canada Land Survey monuments numbered 'H2160!' and 'H2159!' of the Yukon Highway Number 1 (Alaska Highway), as shown on Plan 41204 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse as 22308;
Starting at a Canada Lands Survey Monument numbered 'H2159!' of said highway, thence on a bearing of 216E 28' 58" a distance of 91.446 metres to a point on the southerly limit of said highway limit, said point being the point of commencement;
THENCE, southeasterly in a straight line on the southerly limit of said highway at a bearing of 127E 08' 23" and a distance of 166.22 metres to a point;
THENCE, southwesterly in a straight line at a bearing of 217E 08' 23" a distance of 200.00 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 307E 08' 23" a distance of 400.00 metres to a point;
THENCE, northeasterly in a straight line at a bearing of 217E 08' 23" a distance of 194.64 metres to a point;
THENCE, southerly in a straight line on the southerly limit of said highway at a bearing of 125E 49' 32" a distance of 233.84 metres more or less to the point of commencement;
Said parcel containing a total area of 8.00 hectares, more or less;
- That certain parcel of land near kilometre 1754 Yukon Highway Number 1 (Alaska Highway), in Quad 115G/7, and more particularly described as follows:

- Bearings are astronomic derived from the stated bearing 297E 46' 17" being the boundary between two Canada Land Survey monuments numbered 'H2160! and 'H2161!, as shown on Plan 41204 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 22308;
- Starting from a Canada Land Survey monument numbered 'H2160' at a bearing of 297E 46' 17" and distance of 440.00 metres to a point, thence on a bearing of 23E00'00" and a distance of 290.00 metres to a point, said point being the point of commencement;
- THENCE, northerly in a straight line at a bearing of 23E 00' 00" and a distance of 200.00 metres to a point;
- THENCE, westerly in a straight line at a bearing of 293E 00' 00" and a distance of 400.00 metres to a point;
- THENCE, southerly in a straight line at a bearing of 203E 00' 00" and a distance of 200.00 metres to a point;
- THENCE, easterly in a straight line at a bearing of 113E 00' 00" and a distance of 400.00 metres more or less to the point of commencement;
- Said parcel containing a total area of 8.0 hectares, more or less;
- That certain parcel of land near Kilometre 1754.0 of Yukon Highway Number 1 (Alaska Highway), in Quad 115G/7, and more particularly described as follows:
Bearings are astronomic derived from the stated bearing 297E 46' 17" being the boundary between two Canada Land Survey monuments numbered 'H2160! and 'H2161!, as shown on Plan 41204 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 22308;

Starting from a Canada Land Survey monument numbered 'H2160!, thence on a bearing of 297E 46' 17" a distance of 440.00 metres to a point, thence on a bearing of 23E 00' 00" a distance of 165.00 metres to a point, said being the point of commencement;

THENCE, easterly in a straight line at a bearing of 113E 00' 00" a distance of 100.0 metres to a point;

THENCE, northerly in a straight line at a bearing of 23E 00' 00" a distance of 450.0 metres to a point;

THENCE, northwesterly in a straight line at a bearing of 323E 57' 52" a distance of 583.10 metres to a point;

THENCE, southerly in a straight line at a bearing of 203E 00' 00" a distance of 425.0 metres to a point;

THENCE, easterly in a straight line at a bearing of 113E 00' 00" a distance of 400.0 metres to a point;

THENCE, southerly in a straight line at a bearing of 203E 00' 00" a distance of 200.0 metres to a point;

THENCE, westerly in a straight line at a bearing of 293E 00' 00" a distance of 400.0 metres to a point;

THENCE, southerly in a straight line at a bearing of 203E 00' 00" a distance of 125.0 metres to a point;

THENCE, easterly in a straight line at a bearing of 113E 00' 00" a distance of 400.0 metres more or less to the point of commencement;

Said parcel containing a total area of 22.0 hectares, more or less;
 - Lot 1001, north of Kilometre 1800 Yukon Highway Number 1 (Alaska Highway), Quad 115G/11, as shown on a plan of survey of record number 72567 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-12;
 - Lot 1002, near Kilometre 1802 Yukon Highway Number 1 (Alaska Highway), Quad 115G/11, as shown on a plan of survey of record number 72568 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-13;
 - Lot 1000, near Kilometre 1807 Yukon Highway Number 1 (Alaska Highway), Quad 115G/12, as shown on a plan of survey of record number 72722 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-37;
 - That certain parcel of land on the south side of Isaac Creek and approximately 1.0 kilometres west of the western shore of Sekulmun Lake, Quad 115 H/05 with an approximate Latitude 61E 28' and Longitude 137E 36' and more particularly described as follows:
COMMENCING at a point, perpendicularly distant 30.48 metres from the Ordinary High Water Mark of Isaac Creek;

THENCE, south in a straight line at a bearing of 180E 00' 00" a distance of 80.00 metres to a point;

THENCE, west in a straight line at a bearing of 270E 00' 00" a distance of 100.00 metres to a point;

THENCE, north in a straight line at a bearing of 0E 00' 00" a distance of 120 ± metres to a point, which is 30.48 metres from the Ordinary High Water Mark;

THENCE, easterly along a sinuous line parallel and perpendicular 30.48 metres from the Ordinary High Water Mark to the point of commencement;

Said parcel containing a total area of 1.0 hectares, more or less;
 - Lot 1017, in Beaver Creek, Quad 115K/7, as shown on a plan of survey of record number 68097 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 65108;
 - Lot 1027, in Beaver Creek, Quad 115K/7, as shown on a plan of survey of record number 72553 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 89-163;

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- Lots 4 to 8 inclusive, Block 14, in Beaver Creek, Quad 115K/7, as shown on a plan of survey of record number 68990 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 70291;
- Lot 1032, in Beaver Creek, Quad 115K/7, as shown on a plan of survey of record number 78129 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 96-01;
- Lot 3, in Snag, Quad 115K/8, as shown on a plan of survey of record number 41014 in the Canada Lands survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse in the Yukon Territory under number 19157;
- That certain parcel of land near Kilometre 1963.4 Yukon Highway Number 1 (Alaska Highway), with an approximate Latitude 62E 36' and Longitude 140E 58', in Quad 115K/10, and within Lot 5, Group 951, Plan 41027 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 19185, and more particularly described as follows: Bearings are astronomic derived from the stated bearing 314E 20' 30" being the boundary between two Canada Land Survey monuments numbered 'H2832' and 'H2833', as shown on Plan 41027 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 19185;
Starting at a Canada Land Survey monument numbered 'H2832' on the northerly limit of Yukon Territorial Highway number 1 (Alaska Highway), thence, northwesterly along said boundary at a bearing of 314E 20' 30" a distance of 250 metres to a point, said point being the point of commencement;
THENCE, northeasterly in a straight line at a bearing of 44E 20' 30" a distance of 200.0 metres to a point;
THENCE, northwesterly in a straight line at a bearing of 314E 20' 30" a distance of 200.0 metres to a point;
THENCE, southerly in a straight line at a bearing of 224E 20' 30" a distance of 200.0 metres to a point on the northerly limit of Yukon Highway Number 1 (Alaska Highway) of said plan;
THENCE, southeasterly in a straight line at a bearing of 134E 20' 30" following the northerly limit of Yukon Highway Number 1 a distance of 200.0 metres to the point of commencement;
Said parcel containing a total area of 4.0 hectares, more or less;
- That certain parcel of land near Kilometre 1963.4 Yukon Highway Number 1 (Alaska Highway), in Quad 115K/10, having an approximate Latitude 62E 36' and Longitude 140E 58', and wholly within Lot 5, Group 951, Plan 41027 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 19185, and more particularly described as follows: Bearings are astronomic derived from the stated bearing 331E 53' 00" being the boundary between two Canada Land Survey monuments numbered H2831 and H2832, as shown on Plan 41027 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 19185;
Starting at a Canada Land Survey monument numbered H2831 as shown on the said plan, thence southerly at a bearing of 158E 28' 00" a distance of 41.08 metres to a point, thence, southwesterly at a bearing of 223E 58' 00" a distance of 404.41 metres to the point of commencement;
THENCE, northwesterly in a straight line at a bearing of 313E 58' 00" a distance of 250.0 metres to a point;
THENCE, southwesterly in a straight line at a bearing of 223E 58' 00" a distance of 250.0 metres to a point;
THENCE, southeasterly in a straight line at a bearing of 133E 58' 00" a distance of 62.548 metres to a point that intersects with the Ordinary High Water Mark of an unnamed lake;
THENCE, easterly along a sinuous line following the Ordinary High Water Mark of the said lake to the point;
THENCE, northeasterly in a straight line at a bearing of 43E 58' 00" a distance of 100.0 metres to the point of commencement;
Said parcel containing a total area of 4.25 hectares, more or less;
- That certain parcel of land near Kilometre 1963.4 of Yukon Highway Number 1 (Alaska Highway), in Quad 115K/10, with an approximate Latitude 62E 36' and Longitude 140E 58' and partially within Lot 5, Group 951, Plan 41027 CLSR a copy of which is filed in the Land Titles Office at Whitehorse under number 19185, and more particularly described as follows: Bearings are astronomic derived from the stated bearing 331E 53' 00" being the boundary between two Canada Land Survey monuments numbered H2832 and H2831, as shown on Plan 41027 CLSR, a copy of which is filed in the Land Titles Office at Whitehorse under number 19185;
Starting at a Canada Lands Survey monument numbered H2831, thence, southwesterly on a bearing of 245E 10' 30" a distance of 91.59 metres to a point, said point being the point of commencement;
THENCE, northerly in a straight line at a bearing of 331E 53' 00" a distance of 22.7 metres to a point;
THENCE, westerly in a straight line at a bearing of 248E 28' 00" a distance of 197.39 metres to a point;
THENCE, southerly in a straight line at a bearing of 158E 28' 00" a distance of 200.0 metres to a point;
THENCE, easterly in a straight line at a bearing of 68E 28' 00" a distance of 200.0 metres to the point;
THENCE, northerly in a straight line along said southerly limit of the Yukon Highway Number 1 (Alaska Highway) at a bearing of 338E 28' 00" a distance of 177.50 metres more or less to the point of commencement;
Said parcel containing a total area of 4.0 hectares, more or less;

Department of Public Works and Government Services

- Lots 5 and 6, Block 9, in Beaver Creek, as shown on a plan of survey of record number 68349 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 66312;
- Lot 3, Group 758, at Iron Creek, as shown on a plan of survey of record number 50934 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 24757;
- Lot 4, Group 758, at Iron Creek, as shown on a plan of survey of record number 53625 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 29616;
- Lots 1 to 12 inclusive, Block 26, in Whitehorse, as shown on a plan of survey of record number 3807 [8880?] in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8880 [3807?];
- Lot 435-191-1, Group 804, in Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 57116 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 35041;
- Lot 1111, in Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 75279 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 93-88;
- Lots 4 to 6 inclusive, Block U, Ladue Estate, in Dawson City, as shown on a plan of survey of record number 8338A in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;

Department of the Environment

- The Nisutlin River Delta National Wildlife Area as described in the schedule to the *Order Assigning to the Minister of the Environment the Administration of Certain Public Lands*, P.C. 1995-677, SI/95-56 (Canada), including Mineral Resources therein;
- Lot 433-3, Group 804, in Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 60488 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 44777, including a Right of Way over Lot 433-2, Group 804, as shown on said plan, as said Right of Way is shown on a plan of survey of record number 78595 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 96-41;

Department of Transport

- Lot 454, Group 804, in Whitehorse, as shown on a plan of survey of record number 51470 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 25873;
- Lot 576, Group 1052, in Dawson City, as shown on a plan of survey of record number 50549 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 24317;
- Lot 79, Group 1004, in Mayo, as shown on a plan of survey of record number 40913 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 18940;
- Lot 6, Group 1302, in Old Crow, as shown on a plan of survey of record number 58683 in the Canada Lands Survey Records at Ottawa;
- Lots 1-66 and 1-67, Group 757, in Watson Lake, as shown on a plan of survey of record number 58737 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 40016;
- Lot 465, Group 804, in Whitehorse, as shown on a plan of survey of record number 51902 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 26555;
- Lot 538, Group 804, in Whitehorse, as shown on a plan of survey of record number 58961 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 41017;
- Lot 474, Group 804, in Whitehorse, as shown on a plan of survey of record number 51839 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 26468;

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- Lot 31, Group 854, near Whitehorse, as shown on a plan of survey of record number 42666 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 21362;
- Parcel J, Group 757, in Watson Lake, as shown on a plan of survey of record number 24758 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 50948;
- Lot 298, Group 852, in Burwash, as shown on a plan of survey of record number 52935 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 27992;

Parks Canada Agency

- The Kluane National Park of Canada as described on the Effective Date in Part 11 of Schedule 1 of the *Canada National Parks Act* (Canada), including Mineral Resources therein;
- The Kluane National Park Reserve of Canada as described on the Effective Date in Schedule 2 of the *Canada National Parks Act* (Canada), including Mineral Resources therein;
- The Ivvavik National Park of Canada as described on the Effective Date in Part 11 of Schedule 1 of the *Canada National Parks Act* (Canada), including Mineral Resources therein;
- The Vuntut National Park of Canada as described on the Effective Date in Part 11 of Schedule 1 of the *Canada National Parks Act* (Canada), including Mineral Resources therein;
- Lot 1002, adjacent to Bear Creek old Townsite, Quad 116B/3, as shown on a plan of survey of record number 65024 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 55291;
- Lot 582, Group 1052, near Bear Creek, as shown on a plan of survey of record number 55233 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 30863;
- Lot 587, Group 1052, near Bonanza Creek, as shown on a plan of survey of record number 58479, a copy of which is filed in the Land Titles Office at Whitehorse under number 39431;
- Lot 1002, upper Bonanza Creek, Quad 115O/14, as shown on a plan of survey of record number 68149 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 69395;
- Lot 1009, near Bonanza Creek, Quad 115O/14, as shown on a plan of survey of record number 70712 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 82868;
- Parcels P, R, S, T and V, Lot 1, Group 2, Government Reserve, in Dawson City, as shown on a plan of survey of record number 41780 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 20364;
- Parcel U-1, Lot 1, Group 2, Government Reserve, in Dawson City, as said parcel is shown on a plan of survey of record number 51967 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 26593;
- The whole of Block C, Government Reserve, in Dawson City, as shown on a plan of survey of record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 24168;
- Lot 8, Block 15, Government Reserve, in Dawson City, as shown on a plan of survey of record number 74389 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 92-76;
- Parcel U-2, Government Reserve, in Dawson City, as shown on a plan of survey of record number 51967 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 26593;
- Parcel U-4, Government Reserve, in Dawson City, as shown on a plan of survey of record number 62628 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 50354;

Appendix C - Preliminary Inventory of Exclusions

- Lots 11 and 12, Block A, Ladue Estate, in Dawson City, as shown on a plan of survey of record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- Lot 19, Block B, Ladue Estate, in Dawson City, as shown on a plan of survey of record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- Lot 17, Block F, Ladue Estate, in Dawson City, as shown on a plan of survey of record number 74487 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 92-109;
- Lot 9, Block H, Ladue Estate, in Dawson City, as shown on a plan of survey of record number 74486 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 92-108;
- Lot 21, Block HB, Harper and Ladue Estate, in Dawson City, as shown on a plan of survey of record number 73386 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 91-15;
- The most southerly half of Lot 6, the most northerly half of Lot 5, Block HE, Harper Estate, in Dawson City, as said lots are shown on a plan of survey of record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- The most northerly half of Lot 6, the whole of Lots 7 and 10, and the most southerly half of Lot 8, Block HE, Ladue Estate, in Dawson City, as said lots are shown on a plan of survey of record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse, under number 8338A;
- The most northerly forty-five and a half feet (45½') of Lot 4, the whole of Lot 11 and the most northerly half of Lot 12, Block I, Ladue Estate, in Dawson City, as said lots are shown on a plan of survey of record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- The most northerly thirty-five and a half feet (35½') of Lot 2, the most southerly half of Lot 20, Block J, Ladue Estate, in Dawson City, as said lots are shown on a plan of survey of record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- Lot 7, Block K, Ladue Estate, in Dawson City, as shown on a plan of survey record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- Lots 5 and 10 and the most southerly ten feet (10') of Lot 6, Block L, Ladue Estate, in Dawson City, as said lots are shown on a plan of survey record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- Lots 19 and 20, Block LD, Ladue Estate, in Dawson City, as shown on a plan of survey record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- The most southerly ten feet (10') of Lot 19 and the most easterly two thirds of Lot 20, Block U, Ladue Estate, in Dawson City, as said lot is shown on a plan of survey record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- Lots 6 to 10 inclusive and the most westerly thirty-four feet (34') of Lots 11 to 15 inclusive, Block V, Ladue Estate, in Dawson City, as said lots are shown on a plan of survey record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- That certain parcel of land described as a laneway lying between Lots 6 to 10 inclusive and Lots 11 to 15 inclusive, Block V, Ladue Estate, in Dawson City, as shown on a plan of survey record number 8338A in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 8338A;
- Lot 13, Block K, Menzies Addition, in Dawson City, as shown on a plan of survey of record number 75282 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 94-47;
- Lots 1025 and 1027, in Dawson City, Quad 116B/3, as shown on a plan of survey of record number 73045 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 90-66;

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- Lot 91, Group 803, at Dezadeash Lake, as shown on a plan of survey of record number 57686 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 36564;
- Lots 19 and 20, Block 4, in Haines Junction, as shown on a plan of survey of record number 41519 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 19794;
- Lots 46 and 47, Block 26, in Haines Junction, as shown on a plan of survey of record number 83818 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 2000-149;
- Lots 19 and 23, Block 27, in Haines Junction, as shown on a plan of survey of record number 58514 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 40721;
- Lots 65 and 66, Block 27, in Haines Junction, as shown on a plan of survey of record number 83819 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 2000-150;
- Lots 3 to 5 inclusive, Block 29, in Haines Junction, as shown on a plan of survey of record number 60910 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 52443;
- The whole of Block 37, in Haines Junction, as shown on a plan of survey of record number 65943 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 57384;
- Lot 108, Group 803, in Haines Junction, as shown on a plan of survey of record number 62563 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 50397;
- Lot 1032, in Whitehorse, Quad 105D/11, as shown on a plan of survey of record number 7073 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 82348;
- Parcel A, Lot 19, Group 804, in Whitehorse, as shown on a plan of survey of record number 50123 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 23478;
- Part of Parcels B and C in Lot 19 and the one hundred feet (100') reserve along the shoreline of said lot, Group 804, in Whitehorse, as said lot is shown on a plan of survey of record number 50123 in the Canada Land Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 23478, as shown outlined in red on a sketch map of record in file number XXXXX in the custody of the Head of Land Dispositions in the Yukon Region Land Resources Division of the Department of Indian Affairs and Northern Development at Whitehorse;
- All that parcel of land comprised of 0.093 hectares, more or less, approximately 9 kilometres of Rapid Creek, in Quad 117A/10, as shown outlined in red on a sketch map of record in file number 117A10-0000-00001 in the custody of the Head of Land Dispositions in the Yukon Region Land Resources Division of the Department of Indian Affairs and Northern Development at Whitehorse;

Royal Canadian Mounted Police

- Lot 1, Group 951, in Beaver Creek, Quad 115K/7, as shown on a plan of survey of record number 64041 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 51712;
- Lots 22 and 23, Block 9, in Beaver Creek, as shown on a plan of survey of record number 74379 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 92-65;
- Lot 7, Block 19, at Carcross, as shown on a plan of survey of record number 42228 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 7556;
- Lots 9 and 10, Block 4, at Carcross, as shown on a plan of survey of record number 42228 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 7556;
- Lots 38 and 39, at Carcross, as shown on a plan of survey of record number 55200 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 31075;
- Lot 1034, at Carcross, Quad 105/D2, as shown on a plan of survey of record number 71079 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-12;

Appendix C - Preliminary Inventory of Exclusions

- Lot 28, in Carmacks, as shown on a plan of survey of record number 55659 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 31862;
- Parcel B, Lot 12, Group 10, in Carmacks, as shown on a plan of survey of record number 50135 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 23477;
- Lots 9 and 10, Block 4, Day Addition, in Dawson City, as shown on a plan of survey of record number 53305 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 28742;
- Lots 6 and 7, Block 5, Day Addition, in Dawson City, as shown on a plan of survey of record number 53305 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 28742;
- Lot 12, Block G, Menzies Addition, in Dawson City, as shown on a plan of survey of record number 53307 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 28743;
- Lots 15 and 16, Block 13, Government Reserve Addition, in Dawson City, as shown on a plan of survey of record number 77155 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 95-28;
- Parcel U-5, Government Reserve Addition, in Dawson City, as shown on a plan of survey of record number 62628 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 50354;
- Lots 5 and 41, in Faro, as shown on a plan of survey of record number 55582 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 31525;
- Lot 315, in Faro, as shown on a plan of survey of record number 67858 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 64192;
- Lot 231, in Faro, as shown on a plan of survey of record number 64706 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 53095;
- Lots 6 to 12 inclusive, Block 5, at Haines Junction, as shown on a plan of survey of record number 41519 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 19794;
- Lot 19, Block 27, at Haines Junction, as shown on a plan of survey of record number 58514 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 40721;
- Lot 17, Block 26, at Haines Junction, as shown on a plan of survey of record number 58514 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 40721;
- Parcel D, Lot 12, Group 1004, in Mayo, as shown on a plan of survey of record number 43178 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 22355;
- Lot 519, Group 804, in Whitehorse, as shown on a plan of survey of record number 55121 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 30361;
- Lot 1000, near MacMillan Pass, Quad 105O/1, as shown on a plan of survey of record number 73891 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 91-97;
- Lot 1000, in Old Crow, Quad 116O/12, as shown on a plan of survey of record number 67535 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 62160;
- Lots 17 and 18, at Pelly Crossing, as shown on a plan of survey of record number 70078 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 77529;
- Lots 15 and 26, at Pelly Crossing, as shown on a plan of survey of record number 51540 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 26089;
- Lot 237, in Ross River, as shown on a plan of survey of record number 71239 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 88-23;

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- Lot 274, in Ross River, as shown on a plan of survey of record number 81153 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 98-66;
- Lot 1, Block 26, Teslin Subdivision, in Teslin, as shown on a plan of survey of record number 63655 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 51079;
- Lots 1, 4, 5 and 6, Block 6, in Teslin, as shown on a plan of survey of record number 41709 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 20198;
- Lots 1 to 5 inclusive, Block 11, in Teslin, as shown on a plan of survey of record number 41709 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 20198;
- Lot 13, Block 22, WYE Subdivision, in Watson Lake, as shown on a plan of survey of record number 51352 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 25447;
- Lot 3, Block 34, WYE Subdivision, in Watson Lake, as shown on a plan of survey of record number 59028 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 40427;
- Lots 23 and 24, Block 36, WYE Subdivision, in Watson Lake, as shown on a plan of survey of record number 59028 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 40427;
- Lot 8, Block 38, WYE Subdivision, in Watson Lake, as shown on a plan of survey of record number 59028 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 40427;
- Lots 27-1 and 27-2, Group 757, in Watson Lake, as shown on a plan of survey of record number 58134 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 38525;
- Lot 633, Group 804, in Whitehorse, as shown on a plan of survey of record number 59038 in the Canada Lands Survey Records at Ottawa, a copy of which is filed in the Land Titles Office at Whitehorse under number 41068;

Leases

- Any leasehold estate acquired for the purposes of a federal department as defined in the *Federal Real Property Act* (Canada) or by a federal agent corporation.

APPENDIX D
SETTLEMENT AGREEMENT IMPLEMENTATION
(2.29 and 7.1)

Key to abbreviations

In this Appendix, the following abbreviations mean:

CAFN:	Champagne and Aishihik First Nations Final Agreement
LSCFN:	Little Salmon/Carmacks First Nation Final Agreement
NND:	First Nation of Nacho Nyak Dun Final Agreement
SFN:	Selkirk First Nation Final Agreement
TH:	Tr'ondëk Hwëch'in Final Agreement
TTC:	Teslin Tlingit Council Final Agreement
UFA:	Umbrella Final Agreement, as incorporated into a Yukon First Nation Final Agreement
VGFN:	Vuntut Gwitchin First Nation Final Agreement

SECTION A - NAP-Related Matters Associated with the Implementation of Yukon First Nation Final Agreements, the Inuvialuit Final Agreement and Appendix C of the Gwich'in Comprehensive Land Claim Agreement that remain Canada's Responsibility after the Effective Date.

(i) Yukon First Nation Final Agreements

PROVISION	DESCRIPTION
CHAPTER 2	GENERAL PROVISIONS
2.12.2.8 UFA	Provision of funding to the YTG for the Yukon Land Use Planning Council and Regional Land Use Planning Commissions, and funding of the Surface Rights Board
CHAPTER 4	RESERVES AND LAND SET ASIDE
4.2.3 and 4.2.4 UFA	Cancellation of Land Set Aside
CHAPTER 8	SURFACE RIGHTS BOARD
8.1.1 to 8.4.3 UFA	Establishment of the Surface Rights Board
CHAPTER 11	LAND USE PLANNING
11.3.2 UFA	Designation of one nominee to the Yukon Land Use Planning Council
CHAPTER 12	DEVELOPMENT ASSESSMENT

12.3.0 UFA	Development Assessment Legislation
12.3.6 UFA	Interim measures (in accordance with 2.33 and 2.34 of this Agreement)
12.7.0 UFA	Yukon Development Assessment Board
12.18.0 UFA	Funding for the Yukon Development Assessment Board and Designated Offices
12.19.0 UFA	Implementation of the Development Assessment Legislation
CHAPTER 22	ECONOMIC DEVELOPMENT MEASURES
22.3.1 and 22.3.2 UFA	Coordination of federal departments in respect of: (1) economic development opportunities plans, (2) development of regional economic development agreements, and (3) preparation of regional economic development plans
22.5.4 UFA	Inclusion of Yukon First Nations on federal contract lists
22.5.5 to 22.5.9 UFA	Access to federal government contracting and registration

(ii) Inuvialuit Final Agreement

PROVISION	DESCRIPTION
SECTION 11	ENVIRONMENTAL IMPACT SCREENING AND REVIEW PROCESS
11. (3)	Appointment of permanent members to the Environmental Impact Steering Committee
11. (4)	Appointment of chairperson to the Environmental Impact Steering Committee
11. (18)	Appointment of permanent members and chairperson to the Environmental Impact Review Board
11. (23)	Provision of staff to the Environmental Impact Review Board

(iii) Appendix C of the Gwich'in Comprehensive Land Claim Agreement

PROVISION	DESCRIPTION
CHAPTER 6	SURFACE RIGHTS BOARD
6.1 and 6.3	Surface Rights Board
CHAPTER 8	DEVELOPMENT ASSESSMENT
8.2.1	Development assessment legislation
8.3.1(b)	Determination of disputes in respect of interim measures
CHAPTER 17	ECONOMIC DEVELOPMENT MEASURES
17.1 and 17.2	Economic development measures

SECTION B - NAP-Related Matters Associated with the Implementation of Yukon First Nation Final Agreements, the Inuvialuit Final Agreement and Appendix C of the Gwich'in Comprehensive Land Claim Agreement that become the YTG's Responsibility after the Effective Date

(i) Yukon First Nation Final Agreements

PROVISION	DESCRIPTION
CHAPTER 2	GENERAL PROVISIONS
2.12.2.2 to 2.12.2.4 and 2.12.2.8 UFA	Yukon Land Use Planning Council and Regional Land Use Planning Commissions (funding to be provided to the YTG by Canada, as set out in Section A(i) of this Appendix, provision 2.12.2.8 UFA)
CHAPTER 5	TENURE AND MANAGEMENT OF SETTLEMENT LAND
5.6.0 UFA	Administration of Encumbering Rights as defined in this Agreement
5.14.4 UFA	Proposed Site Specific Settlement Land
5.15.7 and 5.15.9 UFA	Establishment of permanent camps or structures on Waterfront Right-of-Way
CHAPTER 6	ACCESS
6.2.7 UFA	Access to Public Land
6.6.0 UFA	Conditions of access (except in respect of access by Canada, its agents or contractors)

CHAPTER 9	SETTLEMENT LAND AMOUNT
9.6.1 UFA	Crown and Settlement Land exchange in respect of Public Land
CHAPTER 10	SPECIAL MANAGEMENT AREAS
4.0 of Schedule B CAFN	Management of the Surrounding Area in respect of Sha'washe and Surrounding Area
5.0 of Schedule A LSCFN	Approval and review of the management plan for the Nordenskiold Wetland Habitat Protection Area in respect of Mineral Resources
6.0 of Schedule A LSCFN	Management of Mineral Resources within the Nordenskiold Wetland Habitat Protection Area
Schedule A NND	See provisions under Schedule A SFN (Ddhaw Ghro Habitat Protection Area)
4.7 to 4.11 of Schedule B NND	Approval, review and amendment of the management plan for the Horseshoe Slough Habitat Protection Area in respect of Mineral Resources
5.1 of Schedule B NND	Management of Mineral Resources within the Horseshoe Slough Habitat Protection Area in accordance with the approved management plan
7.0 of Schedule A SFN	Approval of the management plan for the Ddhaw Ghro Habitat Protection Area in respect of Mineral Resources
8.1 and 8.2 of Schedule A SFN	Management of Mineral Resources within the Ddhaw Ghro Habitat Protection Area in accordance with the Approved Management Plan
8.3 of Schedule A SFN	Review of the Approved Management Plan for the Ddhaw Ghro Habitat Protection Area in respect of Mineral Resources
9.0 of Schedule A SFN	Management of Mineral Resources within the Ddhaw Ghro Habitat Protection Area prior to the implementation of the Approved Management Plan
5.0 of Schedule C SFN	Approval and review of the management plan for the Lhutsaw Wetland Habitat Protection Area in respect of Mineral Resources
6.0 of Schedule C SFN	Management of Mineral Resources within the Lhutsaw Wetland Habitat Protection Area
3.5 of Schedule A TH	Prohibition of entry on Tombstone Territorial Park for the purpose of locating, prospecting or mining, and withdrawal of the Park from the disposal of interests in land

3.1 of Schedule B VGFN	Withdrawal of Mineral Resources within the Fishing Branch Ecological Reserve from locating, prospecting and mining
1.3 and 1.4 of Schedule C VGFN	Removal from the application of the Schedule of Non-Settlement Land and Settlement Land within the Old Crow Flats Area outside of Vuntut National Park
5.0 of Schedule C VGFN	Preparation and approval of the management plan for Public Land within the Old Crow Flats Area outside of Vuntut National Park
6.0 of Schedule C VGFN	Management of Mineral Resources within the Old Crow Flats Area outside of Vuntut National Park
7.1 and 7.2 of Schedule C VGFN	Management of Public Land within the Old Crow Flats Area outside of Vuntut National Park
7.3 of Schedule C VGFN	Review of the Approved Management Plan in respect of Public Land for the Old Crow Flats Area outside of Vuntut National Park
CHAPTER 11	LAND USE PLANNING
11.3.2 and 11.3.3 UFA	Yukon Land Use Planning Council
11.4.1 to 11.4.4 UFA	Regional Land Use Planning Commissions
11.6.0 UFA	Approval process for land use plans
11.7.0 UFA	Implementation of regional land use plans
11.9.3 and 11.9.4 UFA	Funding (manage any funding that is provided by Canada to the YTG for this specific purpose as set out in Section A(i), provision 2.12.2.8 UFA and Section B(i) provision 2.12.2.8 UFA, of this Appendix, and review and approve budgets)
11.10.0 VGFN	All-weather road connecting with the community of Old Crow
CHAPTER 12	DEVELOPMENT ASSESSMENT
12.3.6 UFA	Interim measures (in accordance with 2.33 and 2.34 of this Agreement)
CHAPTER 13	HERITAGE
2.1 of Schedule A SFN	Causing fee simple title in respect of Public Land forming part of Fort Selkirk to be issued in the names of the Commissioner of Yukon and the Selkirk First Nation
11.1 of Schedule A SFN	Withdrawal of Mineral Resources within Fort Selkirk from locating, prospecting and mining

2.1 of Schedule A TH	Causing fee simple title in respect of Public Land forming part of Forty miles, Fort Cudahy and Fort Constantine to be issued in the names of the Commissioner of Yukon and the Tr'ondëk Hwëch'in
7.1 of Schedule A TH	Prohibition of entry on Forty Mile, Fort Cudahy and Fort Constantine for the purpose of locating, prospecting and mining and withdrawal of Forty Mile, Fort Cudahy and Fort Constantine from the disposal of any interest in land
7.3 Schedule B TH	Prohibition of entry on the Tr'o-ju-wech'in Heritage Site for the purpose of locating, prospecting or mining and withdrawal of the Site from the disposal of any interest in land
6.1 of Schedule B VGFN	Withdrawal of Mineral Resources within Rampart House and Lapierre House from locating, prospecting and mining
CHAPTER 14	WATER MANAGEMENT
14.4.2 UFA	Appointment of the chairperson and vice-chairperson of the Water Board
14.6.1 UFA	Government's management powers in respect of Waters
14.10.0 UFA	Interjurisdictional agreements in respect of Waters (except international agreements)
CHAPTER 16	FISH AND WILDLIFE
16.11.13 UFA	Establishment of a compensation process for Yukon Indian trappers in respect of resource development activities on Public Land
CHAPTER 17	FOREST RESOURCES
17.2.2 UFA	Consultation on Forest Resources policies and legislation
17.3.0 UFA	Forest Resources harvesting
17.4.2 UFA	Provision of Forest Resources information
17.5.0 UFA	Forest Resources management plans and inventory of Trees
17.7.0 UFA	Forest Resources pest and disease control
17.8.0 UFA	Forest Resources protection
17.10.1. and 17.10.3 UFA	Access
17.14.0 UFA	Economic opportunities
CHAPTER 18	NON-RENEWABLE RESOURCES
18.2.0 UFA	Quarries

(ii) Inuvialuit Final Agreement

PROVISION	DESCRIPTION
SECTION 11	ENVIRONMENTAL IMPACT SCREENING AND REVIEW PROCESS
11. (31)	Not permitting any proposed development involving Public Land or Waters within the Yukon North Slope until section 11 of the Inuvialuit Final Agreement has been complied with
SECTION 12	YUKON NORTH SLOPE
12. (4)	Maintaining the withdrawal from disposition of certain Public Land within the Yukon North Slope
SECTION 16	ECONOMIC MEASURES
16. (9) and (10)	Awarding of rights to engage in resource development on Public Land
16. (14)	Issuance of coal permits, free of royalty and other charges, to the Inuvialuit to explore, develop and mine coal in the Inuvialuit Settlement Region

(iii) Appendix C of the Gwich'in Comprehensive Land Claim Agreement

PROVISION	DESCRIPTION
CHAPTER 3	TETLIT GWICH'IN YUKON LAND
3.6	Administration of Encumbering Rights as defined in this Agreement
CHAPTER 4	ACCESS
4.2.6	Access to Public Land
4.6	Conditions of Access (except in respect of access by Canada, its agents or contractors)

4.7.7 and 4.79	Establishment of permanent camps or structures on waterfront right of way
CHAPTER 7	LAND USE PLANNING
7.1.1	Land use planning
CHAPTER 8	DEVELOPMENT ASSESSMENT
8.3.1(a), (c), (d) and (e)	Interim measures
CHAPTER 10	WATER RIGHTS AND MANAGEMENT
10.4	Management powers of government in respect of Waters
CHAPTER 13	FOREST RESOURCES
13.2.2 to 13.2.7	Forest Resources harvesting within the primary use area and secondary use area
13.4	Forest Resources pest and disease control
13.5.2 and 13.5.4	Forest Resources protection
13.6	Economic opportunities
CHAPTER 15	NON-RENEWABLE RESOURCES
15.2.4	Quarries

APPENDIX E
GOVERNMENT AGREEMENTS
(2.61, 2.63, 2.64 and 2.65)

SECTION A - ARRANGEMENTS AND AGREEMENTS TAKEN OVER BY THE YTG

- Letter of Understanding concerning Government Response to Spills in the Yukon, between the Yukon Territorial Government, the City of Whitehorse, Environment Canada, the Department of Fisheries & Oceans and the Department of Indian Affairs and Northern Development, dated the 1st of February 1995.
- Consultation Protocol between the Alsek Renewable Resource Council and the Department of Indian Affairs and Northern Development, dated the 9th of June 1997.
- Canada-Yukon Accord on Environmental Cooperation – Statement of Intent, between the Yukon Territorial Government, Environment Canada and the Department of Indian Affairs and Northern Development, dated the 8th of April 1998.
- Memorandum of Understanding respecting the Development of a Forest Resources Management Plan between the Yukon Territorial Government, the Teslin Tlingit Council, the Teslin Renewable Resource Council and the Department of Indian Affairs and Northern Development, dated the 29th of November 1999.
- Letter of Understanding on Development of Forest Management Plans on Champagne and Aishihik First Nations Traditional Territory between the Yukon Territorial Government, the Champagne and Aishihik First Nations, the Alsek Renewable Resource Council and the Department of Indian Affairs and Northern Development, no date.
- Cooperative Fire Control Agreement between the Government of British Columbia and the Government of Canada, dated the 1st of May 1974, varying an agreement dated the 14th of February 1962.
- Cooperative Fire Control Agreement between the Government of the Northwest Territories and the Government of Canada, dated the 1st of May 1991.

- Memorandum of Understanding between State of Alaska and the Government of Canada, dated June 1990.
- Policy Directive for the Protection of Fish Habitat in the Yukon from the Effects of Placer Mining Activities, between the Yukon Territorial Government, the Department of Fisheries and Oceans, Environment Canada and the Department of Indian Affairs and Northern Development, dated the 23rd of June 1993, and the Yukon Placer Authorization dated the 23rd of June 1993.
- Agreement Respecting Water Resource Management and Information Exchange in the Yukon and Alsek Rivers Basins between the Yukon Territorial Government, the Government of British Columbia, Environment Canada, the Department of Fisheries and Oceans and the Department of Indian Affairs and Northern Development, dated the 7th of March 1991.
- Water Quantity Surveys Yukon and NWT dated the 25th of February 1975, as amended from time to time prior to the date the Yukon Northern Affairs Program Devolution Transfer Agreement is signed.
- Memorandum of Understanding concerning Sustainable Forest Management of Forest Lands in the Yukon Territory, between the Department of Natural Resources, Canadian Forest Service, Victoria, and the Department of Indian Affairs and Northern Development, Yukon Region, Forest Resources, dated the 8th of January 2001.

SECTION B - ARRANGEMENTS AND AGREEMENTS TAKEN OVER BY THE YTG WHICH CANNOT BE TERMINATED WITHOUT THE CONSENT OF CANADA

- Communication Protocol between the Gwich'in Tribal Council and the Department of Indian Affairs and Northern Development (Yukon Region), dated the 7th of May 1999.

SECTION C - INTERNATIONAL INSTRUMENTS

- Exchange of Notes between the Government of Canada and the Government of the United States of America for Mutual Co-operation between the two Countries in the Detection and Suppression of Forest Fires within a Buffer Zone along the Boundary Separating the Yukon Territory and the State of Alaska, done at Washington on June 1, 1971.

- Exchange of Notes between the Government of Canada and the Government of the United States of America concerning Reconstruction of Canadian Portions of the Alaska Highway, done at Ottawa on January 11, 1977 and February 11, 1997.
- Arrangement in the form of an Exchange of Notes between the Government of Canada and the Government of the United States of America concerning mutual assistance in fighting forest fires, done at Ottawa on May 4, 1982 and May 7, 1982 (with Operational Guidelines, dated January 15, 1994).

SECTION D - AGREEMENTS TO BE AMENDED TO INCLUDE THE YTG

- Canadian Interagency Mutual Aid Resources Sharing Agreement between Environment Canada, all provinces, Canadian Interagency Forest Fire Centre and the Department of Indian Affairs and Northern Development dated the 14th day of September 1983.

SECTION E - ARRANGEMENTS AND AGREEMENTS THE YTG SHALL CONSIDER REPLACING

- Memorandum of Understanding between the Northern Pipeline Agency and the Northern Affairs Program of the Department of Indian Affairs and Northern Development, 1985.
- Memorandum of Understanding concerning the Inspection and Monitoring of Yukon Placer Mining, between the Department of Indian Affairs and Northern Development, the Department of Fisheries and Oceans and Environment Canada, dated the 23rd of June 1993.
- Memorandum of Understanding with respect to the Supply of Climate Data to Indian and Northern Affairs Canada, Water Resources Division, between Environment Canada and the Department of Indian Affairs and Northern Development, dated the 19th of January 2000.
- Memorandum of Understanding with respect to the Supply of Forest Fire Meteorological Services to Indian and Northern Affairs Canada, Forest Protection Division, between Environment Canada and the Department of Indian Affairs and Northern Development.
- Memorandum of Understanding with Respect to Fire Control between the Yukon Forest Service and Parks Canada, dated the 11th of April 1984.

APPENDIX F
NAP PROPERTIES AND ASSETS
(4.1, 4.3, 4.38, 4.39 and 4.40)

SECTION A - NAP PROPERTIES

Facility/Property and Location	Legal Description
Petroleum, oil & lubricants (POL) shed, cold storage building, storage garage and office and garage and warehouse building located at Beaver Creek	Lot 1013, Group 951, Quad 115K/7, Plan CLSR 67667, 63408 LTO
Residence with garage located at Beaver Creek	Lot 21, Block 9, CLSR 71249, 88-30 LTO
Horse Camp Hill repeater station located on Horse Camp Hill near Beaver Creek	n/a
Office, day use and garage, petroleum, oil & lubricants (POL) shed, and garage and warehouse located in Carmacks	Parcel C1, Lot 12, CLSR 58185, 39015 LTO
Residence with garage located in Carmacks	Parcel C2, Lot 12, CLSR 58185, 39015 LTO
Fire ready stores building, boat shed and crew quarters building located in Carmacks	Lot 134, Group 903, CLSR 58722, 39593 LTO
Storage garage located at the Carmacks Airport in Carmacks	Ptn of Lot 1066, Quad 115I/1, CLSR 53415, 93-119 LTO
Fire lookout tower and cabin located 9 miles NW of Carmacks, 24 km up Freegold Rd	Lot 129, Group 903, CLSR 53415, 28976 LTO
Fire lookout tower and cabin located on Ptarmigan Mountain near Carmacks	n/a
Fire lookout tower and cabin located near Champagne	File No. 115A16-001
Garage and warehouse, old petroleum, oil & lubricants (POL) shed, cold storage and propane building and new Petroleum, oil & lubricants (POL) shed located in Dawson City	Lot 10, Group 1052, CLSR 66093, 57399 LTO
Two storage sheds, workshop and garage, storage building, day use building, crew trailer and new garage located at Dawson City Airport near km 701, Highway No. 2 (Klondike Highway)	Part of Lot 1019, Quad 116B/03, CLSR 69772, 75824 LTO (File No. 116B03-0092)
Residence with garage located at 701 Turner Street in Dawson City	Lots 1,2,3,8,9,10, Block 7, Day's Addition, CLSR 8338A, 28742 LTO
Garage located at 7 th & Harper in Dawson City	Lots 1, 2 and ½ of 3, Block B, Quad 116B/03, Menzies Addition, CLSR 53307, 28743 LTO
Residence with garage located at 493 Front St. in Dawson City	Parcel U-3, Lot 1, Group 2, Government Reserve, CLSR 51967, 26593 LTO
Residence with garage located at 737 7 th Ave in Dawson City	N ½ of Lot 3 and Lot 4, Block B, Quad 116B/3, Menzies Addition, CLSR 53307, 28743 LTO

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Facility/Property and Location	Legal Description
Storage shed, lookout cabin, fire lookout tower and repeater station located at Second Dome on the Dome Road near Dawson City	Lot 581, Group 1052, Quad 116B/3 CLSR 53416, 28977 LTO
Radio repeater station (formerly lightening detection) located on King Solomon's Dome near Dawson City	n/a
District Office located at 147 Haines Rd. at Haines Junction	Lots 4, 5, and 6, Block 5, CLSR 62553, 48640 LTO
Residence with garage located at 158 Martin Street at Haines Junction	Lots 13, 14 and 15, Block 5, Group 803, Quad 115A/13, CLSR 41519, 19794 LTO
Residence with garage located at 101 Karman Street at Haines Junction	Lots 1 and 2, Block 27, Quad 115A/13, CLSR 58514, 40721 LTO
Garage/warehouse, crew trailer, petroleum, oil and lubricant (POL) shed, storage building, hose shed and bridge located at Haines Junction	Lot 109, Group 803, CLSR 62563, 50397 LTO
Fire lookout tower and cabin located on Paint Mountain near Haines Junction near coordinates N 60° 49' 37.9" W 137° 30' 12.2"	n/a
District office, garage and warehouse, petroleum, oil and lubricant (POL) shed, storage shed located in Mayo	Lot 1, Block 35, CLSR 64591, 52747 LTO
Storage shed located at the Mayo Airport in Mayo	Lot 1068, Quad 105M/12, CLSR 76889, 95-20 LTO
Residence with garage in Mayo	Lots 6 and 7; Block 34, CLSR 64591, 24315 LTO
Residence with garage in Mayo	East ½ of Parcel C; Lot 12, Block 32, Quad 105M/12, CLSR 43178, 22355 LTO
Mining Recorder's office in Mayo	West ½ of Parcel C; Lot 12, Block 32, Quad 105M/12, CLSR 43178, 22355 LTO
Residence with garage in Mayo	West ½ of Parcel B; Lot 12, Block 32, Quad 105M/12, CLSR 43178, 22355 LTO
Residence with garage in Mayo	East ½ of Parcel B; Lot 12, Block 32, Quad 105M/12, CLSR 43178, 22355 LTO
Fire lookout tower and cabin located on Mount Haldane near Mayo	Lot 48, Group 1003, Quad 105M/13, CLSR 57244, 37003 LTO
Fire lookout tower and cabin on Ferry Hill at Stewart Crossing	Lot 37 Remainder, Group 1003, CLSR 53428, 28979 LTO
District office, warehouse and petroleum, oil & lubricants (POL) shed located in Old Crow	Lot 1002, Group 1302, Quad 116O/12, CLSR 58682, 46508 LTO
District office, two storage buildings, workshop and garage and propane shed located at Ross River	Lot 90 Remainder, Group 905, Quad 105F/16, CLSR 52922, 27954 LTO
Residence with garage located at Ross River	Lots 90-6 & 90-7, Group 905, Quad 105F/16, CLSR 58358
Residence with garage located at Ross River	Lots 180 and 181, Block 74, CLSR 59590, 43548 LTO

Appendix F - NAP Properties and Assets

Facility/Property and Location	Legal Description
Fire lookout tower and cabin located on Mount Ross near Ross River near coordinates N 61° 52' W 132° 34'	n/a (NAP Land File No. 105F15-004)
Storage garage, crew quarters, tankbase retardent and fuel system and helipad located at Ross River Airport	Part of Lot 215, Group 905, Quad 105F/16, 56229 LTO
Ross River radio repeater on the Pelly Mountains near coordinates N 61° 48' 30" W 132° 21' 29"	n/a
Air tankbase waterline, road and pumpsite located at Ross River near coordinates N 61° 59' W 132° 26'	n/a
Lookout cabin and tower located on Jubilee Mountain	Lot 445, Group 804, CLSR 51580, 26081 LTO
Fire cache located north of water building near Taku Subdivision in Tagish	Lot 87, Group 804, Quad 105D/8, CLSR 59698
Office and garage and warehouse, storage building, petroleum, oil & lubricants (POL) shed, crew quarters building, storage shed, fire cache and boat shelter located near Teslin	Lots 4 and 5, Group 805, CLSR 62529, 48359 LTO
Residence with garage and well shed located in Teslin	Lot 4D, Block 2, CLSR 53090, 28058 LTO
District office building and storage garage located at Watson Lake	Lot 7, Block 46, CLSR 63144, 50229 LTO
Old garage and warehouse located at 148 Adela Street in Watson Lake	Lot 35, Group 757, CLSR 51337, 25445 LTO
Residence with garage located at 123 Campbell way at Watson Lake	Lot 7, Block 38, CLSR 59028, 40427 LTO
Residence with garage located at 238 Wye Drive at Watson Lake	Lot 5, Block 15, CLSR 43475, 23074 LTO
Residence with garage located at 128 Morley Crescent at Watson Lake	Lot 27, Block 35, CLSR 64459, 52685 LTO
Storage shed, fire control centre building, tanker base and day use building, new petroleum, oil & lubricants (POL) shed and storage shed located at the airport in Watson Lake	Parcel E, Lot 1, CLSR 50948, 24758 LTO
Air tanker base - operations building, petroleum, oil & lubricants (POL) shed, day use building and cold storage building located at 123 Condor Road in Whitehorse	Lot 5, Block 296, CLSR 60684, 65616 LTO
H.S. Bostock Core Library located at 426 Range Road in Whitehorse	Lot 435-190-1, Group 804, CLSR 53682, 29819 LTO
Petroleum, oil & lubricants (POL) shed, cold storage building, small engine repair building and propane shed located at 91792 Alaska Highway in Whitehorse	Lot 433, Group 804, CLSR 52105, 26830 LTO
Central Operations Complex located at 91790 Alaska Highway in Whitehorse	Lot 433, Group 804, CLSR 52105, 26830 LTO
Forestry offices (building 918), fire base building (building 722, Water Resources storage building, petroleum, oil & lubricants (POL) shed and two storage sheds located at 91807 Alaska Highway in Whitehorse	Lot 434, Group 804, CLSR 52105, 26830 LTO
Fire lookout tower and storage building located on Haeckel Hill near Whitehorse	Lot 511, Group 804, CLSR 53365, 28914 LTO

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Facility/Property and Location	Legal Description
Forestry shelter and storage building, shade house and storage shed located at km 5.6 Klondike Highway near Whitehorse	Lot 288, Group 804, Quad 105D14, CLSR 42305, 20964 LTO
Fire cache located at mile 1083 Alaska Highway at Destruction Bay	Lot 243, Group 852, CLSR 52440, 27195 LTO
Patrol cabin and fire cache located at Johnson Crossing	Lot 2, Group 805, CLSR 43238, 22592 LTO
Patrol cabin located at km 170 Campbell Highway at Frances Lake near Watson Lake	Lot 1, Group 857, CLSR 55122, 30441 LTO
Fire cache located at km 112 Campbell Highway	n/a
Cabin and fire lookout tower located at Tom Creek near Watson Lake	n/a
Fire Lookout Tower and Cabin and Storage Shed located at Transport Creek near Watson Lake	Lot 52; Group 757, CLSR 55228, 30809 LTO
Fire cache located on Braeburn airstrip at Braeburn	n/a

SECTION B - LEASES HELD BY NAP

- Office space (779 square feet) and warehouse space (2,338 square feet) in the Kluane National Park Operations Complex, located on Lot 108, Group 803, 62563 CLSR, LTO 96-06, in Haines Junction;
- Unit One, Lot 2, Callison Way, Callison Industrial Subdivision, in Dawson City;
- The whole of Lot 3, including the hangar 'D' warehouse, in Group 804, in Whitehorse, 65616 CLSR, LTO 55921;
- Hangar 'E' warehouse and some adjoining land, located on Lot 2, in Group 804, in Whitehorse, 65616 CLSR, LTO 55921.

SECTION C - LEASES HELD BY PWGSC

- PWGSC Occupancy Instrument 7A009731 -- office space (549.3 m²) in the Tr'ondëk Hwëch'in Building, in Dawson City, including four (4) parking stalls.

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- Geological Map of Part of Map Sheets 116 A/10/11, 1992;
- Geological Map of 116 A10 Map Area, Ogilvie Mts. Yukon (116 A/10), 1993;
- Geology of Map Area 116A/10, Eastern Ogilvie Mountains, Yukon, 1997;
- Geological Map of Two Beaver Lake Map Area, Ogilvie Mts, Yukon (116 A 11), 1993;
- Geology of Two Beaver Lake Map Area, Eastern Ogilvie Mountains, Yukon (116A/11), 1997;

Surficial Geology Map of North McQuesten River Map Area, Central Yukon (116A/1), 1998;
Bedrock Geology and Mineralization of the (West) Klondike Area, 115O/14,15 & 116B/2,/3, 1984;
Bedrock Geology & Mineralization of the (East) Klondike Area (1050/9/10/11/14/15/16 & 116 B/2), 1985;
Geology of Ogilvie Mountains Breccias, Coal Creek Inlier (116B/11/13/14) Yukon Territory, 1992;
Yukon Digital Geology (2 CD Roms), 1999;
Glacial Limits Map of Yukon, 1999;
Preliminary Metallogenic Maps of Yukon, 2000.

SECTION E - COPYRIGHTED COMPUTER PROGRAMS

Land Interest Management System;
Yukon Mining Inspection System;
Northern Mining Records System;
Mining Land Use System;
Yukon Land Use Permit System;
Yukon Minfile;
Yukon Placer Minfile;
Water License System;
Fire Management System;
Water Quality System;
Snow Survey System;
Forest Management System/Datasets.

SECTION F - COMMERCIALY AVAILABLE COMPUTER PROGRAMS

Microsoft Office Suite Standard and Professional (various versions) and the following individual products:
MS Word;
MS Excel;
MS PowerPoint;
MS Access;
MS Publisher;
Corel Suite;
Windows NT Ver 4.0 Server;

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Windows 2000 Server;

Windows 95 Desktop Operating System;

Windows 2000 Desktop Operating System;

Windows NT Client Access;

Oracle Server and User Run Time/Deployment;

PowerBuilder (all versions in use);

ArcInfo, ArcView, Map Info and other ESRI products or other third party GIS software products.

APPENDIX G
FIRE SUPPRESSION
(5.2)

SECTION A – CATEGORIES OF FIRE SUPPRESSION EXPENSES

1. Daily basing fees, flying hours for preparedness and Fire Suppression for fixed wing aircraft under contract (air tanker and bird dog);
2. Basing minimums and flying hours for preparedness and Fire Suppression for rotor wing aircraft (helicopters) under contract;
3. Fixed wing aircraft flying hours for staff and equipment movements between districts to service fires and ongoing fire spotting patrols;
4. Costs associated with use of rental vehicles for Fire Suppression (i.e. passenger vehicles, trucks and all-terrain vehicles);
5. Fuel and oil costs for rotor and fixed wing aircraft, heavy and light equipment, and other vehicles;
6. Fire retardant and associated transportation costs;
7. Contract costs associated with standing offer agreements inclusive of transportation and direct Fire Suppression costs;
8. Direct Fire Suppression costs, including initial attack costs, but excluding pre-suppression costs, associated with multi-year contracts made with First Nations for fire management services pursuant to NAP PSTA Fire Provisions or any similar contracts made with First Nations;
9. Fire Suppression contractors (i.e. first aid services, camp security, camp caterers, etc.);
10. Costs incurred by other jurisdictions for Fire Suppression in Yukon under interagency agreements (e.g. mutual aid resource sharing agreements);
11. Wages for upfront training and Fire Suppression for extra staff (i.e. firefighters, radio operators, cooks, truck drivers, etc.);

12. Staff overtime wages inclusive of preparedness (alerts) and direct Fire Suppression hours;
13. Regular and extra Fire Suppression staff lodging, meals and incidentals;
14. Yukon worker compensation coverage for extra Fire Suppression staff;
15. Seasonal Fire Suppression staff medical examinations;
16. Staff Training (i.e. Fire Suppression courses);
17. Fire Suppression consumables (i.e. flagging tape, office supplies, radio batteries, etc.);
18. Food provisions for fire camps;
19. Communication expenses (i.e. telephones, faxes, etc.);
20. Fire equipment write-offs (i.e. burned and lost equipment).

SECTION B - PROCEDURES FOR SHARING FIRE SUPPRESSION EXPENSES

1. In a fiscal year where Fire Suppression expenses exceed the amount referred to in 5.2 of this Agreement, the YTG shall, as soon as practicable after the end of a fire season but no later than February 28th following the fire season, provide to Canada a financial report of expenses falling within the categories listed in Section A of this Appendix.
2. As soon as practicable after receiving the financial report of Fire Suppression expenses from the YTG, Canada shall provide a payment to the YTG in an amount equal to Canada's share of Fire Suppression expenses, less any advance payment provided to the YTG for that fiscal year pursuant to clause 6.
3. Canada may conduct, at its own expense, an audit of YTG's Fire Suppression expenses financial report and the YTG shall provide Canada with access to all relevant records for that purpose.
4. Where the YTG forecasts that its Fire Suppression expenses falling within the categories listed in Section A of this Appendix will significantly exceed the amount referred to in 5.2 of this Agreement, it may request an advance payment

from Canada equal to Canada's estimated share of the final Fire Suppression expenses for that fiscal year.

5. The YTG may request a second advance payment in the same fiscal year where it forecasts that its Fire Suppression expenditures will be greater than previously forecasted.
6. Where it agrees to do so, Canada shall provide, as soon as practicable, an advance payment to the YTG for that fiscal year.
7. The YTG shall reimburse Canada for any overpayment of Fire Suppression expenses:
 - (a) as soon as practicable after the financial report referred to in clause 1 is submitted to Canada, but no later than March 31st following the fire season, or
 - (b) in the event a federal audit of the financial report, as soon as practicable after a report of that audit is received by the YTG.
8. Where Canada provides funds to the YTG pursuant to clauses 2 or 6, the YTG shall provide to Canada an extract of its public accounts prepared pursuant to the *Financial Administration Act* (Yukon), accounting for its actual Fire Suppression expenses, as soon as practicable after completion of the auditor general's report in respect of such public accounts.

APPENDIX H
INVENTORY OF SITES
(Definitions of Type I Site and Type II Site, and 6.15)

SECTION A - REMEDIATED SITES

	Site Number	Decimal Degrees of Latitude	Decimal Degrees of Longitude
1	BC001	62.233	-140.683
2	BC025	62.433	-140.350
3	BC091	61.967	-140.500
4	BC101	62.242	-140.683
5	CA003	61.708	-135.933
6	CA005	62.417	-136.600
7	CA006	62.417	-136.600
8	CA007	62.533	-136.767
9	CA008	62.542	-136.767
10	CA009	62.592	-136.875
11	CA010	62.600	-136.858
12	CA011	62.750	-136.667
13	CA012	62.817	-136.583
14	CA013	62.867	-136.425
15	CA014	62.883	-136.183
16	CA015	62.867	-135.950
17	CA016	62.875	-137.108
18	CA017	62.867	-137.000
19	CA018	62.475	-136.667
20	CA019	62.083	-135.617
21	CA027	61.642	-136.025
22	CA032	62.567	-137.925
23	CA048	62.883	-136.550
24	CA053	62.850	-136.500
25	CA057	62.050	-135.667
26	CA058	62.050	-135.933
27	CA059	62.617	-136.847
28	CA061	62.217	-136.317
29	CA062	62.192	-134.608
30	DA001	64.117	-138.267
31	DA002	65.117	-137.950
32	DA003	67.167	-140.383
33	DA007	67.700	-136.467
34	DA008	65.700	-137.617
35	DA009	65.717	-137.708
36	DA012	66.500	-137.267
37	DA013	66.317	-137.042
38	DA014	66.175	-137.300
39	DA015	66.156	-137.150
40	DA016	66.365	-137.017
41	DA017	68.083	-139.417
42	DA018	65.967	-137.233
43	DA020	64.467	-133.983
44	DA022	66.533	-136.450
45	DA023	67.117	-138.400
46	DA024	66.550	-138.417
47	DA025	66.133	-134.450
48	DA026	64.817	-140.517
49	DA027	66.867	-140.650
50	DA028	67.633	-138.633
51	DA030	68.250	-140.667
52	DA038	68.350	-140.150

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53	DA043	67.867	-137.550
54	DA044	67.100	-138.683
55	DA045	66.933	-138.300
56	DA046	66.751	-137.352
57	DA047	66.600	-137.667
58	DA048	66.283	-137.667
59	DA052	68.067	-138.000
60	DA054	67.533	-139.833
61	DA055	66.483	-136.900
62	DA056	65.483	-136.900
63	DA057	65.833	-137.983
64	DA058	65.767	-138.983
65	DA059	65.150	-138.017
66	DA061	67.000	-136.167
67	DA062	66.500	-134.083
68	DA064	65.967	-139.683
69	DA065	66.867	-137.500
70	DA066	67.533	-139.967
71	DA067	67.550	-139.900
72	DA068	67.567	-139.650
73	DA069	67.567	-139.817
74	DA070	67.567	-138.233
75	DA071	65.967	-139.233
76	DA075	66.133	-138.450
77	DA076	67.383	-137.250
78	DA077	66.750	-138.117
79	DA078	65.400	-138.250
80	DA079	64.083	-139.550
81	DA080	64.133	-139.767
82	DA081	64.150	-139.767
83	DA082	64.217	-140.217
84	DA083	64.217	-140.333
85	DA084	64.200	-140.300
86	DA085	65.083	-140.933
87	DA086	64.417	-140.600
88	DA087	64.400	-140.583
89	DA088	64.333	-140.517
90	DA089	64.033	-139.233
91	DA090	64.033	-139.367
92	DA091	63.917	-138.617
93	DA092	63.933	-138.400
94	DA093	63.933	-138.367
95	DA094	63.850	-137.967
96	DA095	63.817	-137.933
97	DA096	63.800	-137.733
98	DA097	64.050	-138.933
99	DA098	64.067	-139.600
100	DA099	63.950	-138.700
101	DA100	64.033	-139.317
102	DA101	63.983	-138.733
103	DA102	63.983	-138.650
104	DA103	64.183	-138.533
105	DA104	64.333	-138.450
106	DA105	64.417	-138.300
107	DA106	64.450	-138.250
108	DA107	64.450	-138.217
109	DA108	64.567	-138.267
110	DA109	64.667	-138.367
111	DA110	64.800	-138.367
112	DA111	64.867	-138.333
113	DA112	64.600	-138.283
114	DA113	65.108	-138.317

Appendix H - Inventory of Sites

115	DA116	68.167	-137.783
116	DA119	65.667	-136.083
117	DA121	68.400	-138.617
118	DA123	67.133	-137.383
119	DA124	66.200	-138.550
120	DA126	64.200	-139.917
121	DA127	65.767	-137.967
122	DA128	66.467	-139.217
123	DA129	64.317	-138.433
124	DA130	65.800	-134.583
125	DA131	65.817	-137.700
126	DA132	65.500	-138.250
127	DA133	66.367	-138.367
128	DA135	66.017	-137.083
129	DA136	64.067	-130.967
130	DA137	65.067	-138.150
131	DA138	64.233	-140.217
132	DA139	64.233	-140.283
133	DA141	65.683	-139.700
134	DA142	65.400	-137.467
135	DA143	65.383	-137.467
136	DA144	66.500	-137.333
137	DA146	68.217	-138.700
138	DA148	67.417	-140.967
139	DA149	64.083	-138.533
140	DA150	66.417	-137.050
141	DA152	63.517	-139.483
142	DA153	64.367	-140.717
143	DA158	64.008	-140.000
144	DA159	63.950	-140.550
145	DA160	64.483	-140.267
146	DA163	64.833	-140.600
147	DA164	64.833	-140.533
148	DA165	64.833	-140.517
149	DA166	64.850	-140.450
150	DA167	64.867	-140.417
151	DA168	64.883	-140.317
152	DA169	66.317	-140.117
153	DA170	64.850	-139.333
154	DA181	64.150	-138.017
155	DA182	64.050	-138.533
156	DA183	64.467	-138.783
157	DA184	64.733	-138.717
158	DA185	64.933	-140.033
159	DA186	64.917	-139.933
160	DA190	67.833	-139.900
161	DA191	67.850	-139.883
162	DA192	64.000	-138.400
163	DA193	64.083	-140.983
164	DA194	64.700	-140.067
165	DA195	66.417	-136.717
166	DA196	65.950	-137.367
167	DA197	66.383	-137.033
168	DA198	66.373	-137.198
169	DA200	66.859	-138.042
170	DA201	66.622	-137.417
171	DA202	66.317	-138.267
172	DA206	64.283	-140.333
173	DA207	63.717	-140.133
174	DA209	64.833	-138.383
175	DA210	65.333	-138.283
176	DA211	64.050	-138.617

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177	DA212	64.000	-138.500
178	DA213	64.000	-138.483
179	DA214	64.033	-138.833
180	DA215	64.033	-138.833
181	DA216	63.867	-138.167
182	DA219	63.716	-140.064
183	DA220	63.557	-139.931
184	DA222	63.817	-137.917
185	DA223	63.933	-138.583
186	DA224	63.750	-137.733
187	DA226	63.767	-137.750
188	DA227	64.083	-141.000
189	DA228	64.000	-139.583
190	DA232	64.183	-140.583
191	DA234	64.100	-140.767
192	DA235	64.225	-140.333
193	DA236	64.033	-139.117
194	DA237	64.314	-140.504
195	DA238	63.873	-137.421
196	DA239	63.800	-137.917
197	DA240	64.017	-138.758
198	DA242	64.063	-138.989
199	DA244	64.083	-140.350
200	DA248	63.017	-139.100
201	DA250	64.033	-139.350
202	DA251	63.622	-138.669
203	HJ001	60.750	-137.500
204	HJ002	61.450	-138.183
205	HJ003	61.633	-137.500
206	HJ004	61.700	-137.467
207	HJ007	60.767	-137.450
208	HJ008	60.783	-137.650
209	HJ009	61.567	-137.633
210	HJ011	60.767	-137.417
211	HJ013	61.250	-136.917
212	LA001	61.008	-134.100
213	LA002	61.100	-135.300
214	LA003	61.133	-135.350
215	LA004	61.183	-135.367
216	LA005	61.300	-135.533
217	LA006	61.317	-135.600
218	LA007	61.483	-135.767
219	LA008	60.850	-135.700
220	LA009	60.850	-135.717
221	LA011	60.783	-136.300
222	LA012	60.733	-135.483
223	LA013	60.883	-135.383
224	LA014	60.883	-135.450
225	LA015	60.900	-135.450
226	LA016	60.600	-135.450
227	LA017	60.933	-135.450
228	LA018	60.733	-135.483
229	LA019	60.817	-135.417
230	LA022	61.200	-134.350
231	LA024	60.817	-135.217
232	LA025	60.997	-135.183
233	LA026	61.019	-135.208
234	LA027	61.392	-135.433
235	LA028	61.117	-135.333
236	LA029	60.783	-135.650
237	LA030	60.833	-135.717
238	LA031	60.850	-135.692

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239	LA032	60.783	-136.283
240	LA033	60.800	-135.983
241	LA034	60.900	-135.383
242	LA035	60.900	-135.483
243	MA001	64.483	-135.683
244	MA002	64.608	-135.167
245	MA003	64.508	-135.083
246	MA004	64.921	-134.708
247	MA005	64.754	-134.617
248	MA006	64.775	-134.633
249	MA007	64.750	-134.650
250	MA008	64.750	-134.642
251	MA009	64.808	-134.267
252	MA010	64.817	-134.267
253	MA011	65.033	-134.650
254	MA012	65.117	-134.467
255	MA013	65.217	-134.608
256	MA014	65.783	-134.950
257	MA015	65.850	-134.767
258	MA016	65.950	-134.350
259	MA017	65.917	-134.467
260	MA018	65.914	-133.044
261	MA019	65.687	-133.131
262	MA020	65.667	-133.050
263	MA021	65.466	-133.798
264	MA025	64.067	-133.817
265	MA026	64.992	-133.775
266	MA027	64.958	-133.758
267	MA028	64.858	-133.683
268	MA029	64.700	-133.417
269	MA030	64.533	-132.017
270	MA031	64.408	-132.900
271	MA032	64.400	-132.917
272	MA033	64.358	-132.775
273	MA034	64.417	-132.525
274	MA035	64.325	-131.938
275	MA036	64.325	-131.938
276	MA037	64.325	-133.946
277	MA038	64.533	-133.367
278	MA041	64.225	-134.150
279	MA042	64.242	-134.233
280	MA043	64.283	-134.017
281	MA044	64.292	-134.208
282	MA045	64.275	-134.375
283	MA046	64.267	-134.442
284	MA048	64.117	-134.950
285	MA049	64.117	-134.950
286	MA050	63.967	-135.250
287	MA053	63.450	-136.442
288	MA054	63.450	-136.458
289	MA055	63.450	-136.450
290	MA056	63.467	-136.467
291	MA057	63.283	-134.717
292	MA058	65.783	-133.500
293	MA062	65.317	-134.517
294	MA064	63.292	-132.370
295	MA066	63.233	-134.683
296	MA067	63.233	-134.717
297	MA074	64.567	-134.408
298	MA076	64.184	-131.337
299	MA078	63.592	-135.867
300	MA079	63.617	-135.917

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301	MA080	63.617	-135.917
302	MA081	63.383	-136.617
303	MA082	63.570	-137.427
304	MA084	64.567	-134.417
305	MA085	64.536	-134.449
306	MA086	64.506	-134.745
307	MA087	64.617	-134.583
308	MA088	63.371	-136.714
309	MA089	63.371	-136.711
310	MA090	63.617	-135.917
311	MN031	62.293	-137.143
312	RR001	61.800	-131.450
313	RR002	61.400	-131.100
314	RR003	61.467	-131.067
315	RR004	61.967	-131.567
316	RR005	62.167	-130.700
317	RR006	62.067	-130.317
318	RR007	62.350	-129.333
319	RR010	62.967	-130.267
320	RR011	63.333	-131.250
321	RR013	62.950	-132.233
322	RR014	62.900	-132.083
323	RR015	62.900	-131.617
324	RR016	62.683	-131.983
325	RR017	62.433	-132.283
326	RR018	62.217	-132.750
327	RR019	62.217	-132.817
328	RR020	62.217	-132.883
329	RR021	62.217	-132.933
330	RR022	62.183	-132.950
331	RR024	62.350	-132.983
332	RR025	62.650	-133.400
333	RR026	62.567	-133.333
334	RR027	62.550	-133.383
335	RR028	62.417	-133.750
336	RR029	62.400	-133.967
337	RR031	62.400	-133.417
338	RR032	61.833	-132.283
339	RR033	61.833	-132.300
340	RR034	62.817	-130.317
341	RR035	62.200	-132.983
342	RR036	62.483	-132.500
343	RR037	62.183	-132.992
344	RR038	61.967	-132.583
345	RR039	61.658	-133.050
346	RR041	62.280	-131.702
347	TA001	60.433	-134.233
348	TA002	60.267	-134.750
349	TA008	60.467	-134.250
350	TA009	60.500	-134.283
351	TA011	60.025	-133.800
352	TA012	60.339	-133.983
353	TA013	60.175	-133.867
354	TA014	60.039	-133.817
355	TA015	60.106	-133.817
356	TA016	60.356	-134.072
357	TA018	60.358	-134.072
358	TA019	60.383	-134.125
359	TA020	60.383	-134.075
360	TA021	60.383	-134.083
361	TA022	60.383	-134.067
362	TA025	60.133	-133.900

363	TA026	60.242	-133.892
364	TA031	60.342	-133.983
365	TA033	60.700	-135.100
366	TA034	60.175	-134.683
367	TA040	60.518	-134.329
368	TE007	60.150	-131.200
369	TE009	60.200	-132.717
370	TE010	60.183	-132.733
371	TE018	60.492	-133.289
372	TE022	60.858	-133.300
373	WL002	60.050	-128.733
374	WL005	60.133	-129.617
375	WL006	60.633	-129.017
376	WL011	60.017	-127.917
377	WL012	60.050	-128.950
378	WL020	61.926	-129.517
379	WL021	61.827	-129.443
380	WL022	60.033	-129.000
381	WL025	60.817	-128.500
382	WL026	60.500	-127.700
383	WL031	61.467	-127.550
384	WL032	61.367	-127.283
385	WL033	61.033	-127.150
386	WL034	61.217	-127.033
387	WL035	61.217	-127.050
388	WL036	61.283	-128.717
389	WL040	61.683	-128.900
390	WL041	61.683	-128.817
391	WL042	61.667	-128.833
392	WL044	61.017	-130.783
393	WL045	61.033	-130.700
394	WL046	61.200	-130.500
395	WL047	61.217	-130.567
396	WL048	61.367	-130.783
397	WL050	60.050	-124.950
398	WL054	60.117	-128.800
399	WL057	60.167	-128.917
400	WL060	60.117	-128.817
401	WL063	61.500	-127.317
402	WL064	60.617	-128.167

SECTION B - SITES NOT REQUIRING REMEDIATION

	Site Number	Decimal Degrees of Latitude	Decimal Degrees of Longitude
1	BC005	62.517	-140.700
2	BC008	61.433	-139.217
3	BC009	62.167	-140.683
4	BC010	61.417	-139.417
5	BC012	62.300	-140.950
6	BC014	62.400	-140.383
7	BC016	62.383	-140.367
8	BC018	61.983	-140.500
9	BC021	61.467	-139.467
10	BC023	61.783	-140.800
11	BC024	61.767	-140.783
12	BC026	61.433	-139.250
13	BC032	61.733	-140.667
14	BC033	61.617	-139.667
15	BC034	61.400	-139.167
16	BC035	61.400	-139.167
17	BC036	61.400	-139.167

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18	BC037	61.417	-139.183
19	BC038	61.417	-139.167
20	BC040	62.350	-140.100
21	BC043	61.983	-140.500
22	BC044	61.983	-140.500
23	BC045	61.983	-140.517
24	BC047	61.983	-140.517
25	BC049	61.417	-139.233
26	BC050	61.400	-139.233
27	BC051	61.400	-139.233
28	BC052	61.367	-139.233
29	BC053	61.367	-139.233
30	BC054	61.367	-139.250
31	BC055	61.367	-139.250
32	BC056	61.367	-139.267
33	BC057	61.367	-139.267
34	BC058	61.367	-139.383
35	BC061	61.983	-140.867
36	BC064	61.650	-139.717
37	BC066	61.583	-139.367
38	BC070	62.083	-140.733
39	BC071	61.600	-139.900
40	BC072	61.533	-139.883
41	BC073	62.450	-140.750
42	BC074	61.483	-139.667
43	BC075	61.367	-139.233
44	BC077	61.367	-139.483
45	BC081	61.533	-139.067
46	BC082	61.533	-139.667
47	BC087	62.133	-140.667
48	BC088	62.083	-140.667
49	BC089	61.650	-139.750
50	BC090	61.942	-140.400
51	BC093	62.413	-140.861
52	BC094	65.883	-140.217
53	BC095	62.400	-140.617
54	BC096	61.613	-139.622
55	BC097	61.725	-139.728
56	BC098	61.897	-140.217
57	BC099	61.975	-139.463
58	BC100	61.986	-140.061
59	BC102	62.363	-140.872
60	CA001	61.500	-135.825
61	CA023	62.167	-136.383
62	CA025	62.033	-137.050
63	CA026	62.083	-136.833
64	CA030	62.450	-137.917
65	CA038	62.408	-136.833
66	CA052	62.667	-136.900
67	CA054	62.347	-136.411
68	CA060	62.150	-136.267
69	CA063	62.733	-136.683
70	CA067	62.850	-136.517
71	CA068	62.917	-136.500
72	CA069	63.000	-136.483
73	CA071	63.082	-138.429
74	CA072	62.388	-136.602
75	CA073	62.386	-136.628
76	CA074	62.350	-136.600
77	DA019	64.050	-138.500
78	DA063	64.067	-139.433
79	DA147	68.217	-138.667

Appendix H - Inventory of Sites

80	DA162	64.783	-140.683
81	DA187	65.833	-140.250
82	DA188	65.483	-139.717
83	DA199	66.233	-137.233
84	DA203	64.672	-138.658
85	DA204	64.090	-139.026
86	DA205	64.400	-138.267
87	DA217	64.001	-140.051
88	DA225	64.533	-140.483
89	DA230	63.167	-140.250
90	DA245	65.283	-140.917
91	DA246	63.844	-138.901
92	DA247	64.069	-139.425
93	DA249	64.047	-139.128
94	HJ005	61.067	-137.450
95	HJ006	61.667	-138.300
96	HJ014	60.833	-137.383
97	HJ015	60.850	-137.333
98	HJ016	60.858	-137.217
99	HJ017	60.858	-137.150
100	HJ018	60.817	-136.667
101	HJ019	60.817	-137.183
102	HJ020	60.767	-137.467
103	HJ021	60.733	-137.425
104	HJ022	60.742	-137.533
105	HJ023	60.771	-137.517
106	HJ024	60.935	-138.001
107	HJ025	60.953	-138.017
108	HJ026	61.008	-138.250
109	HJ027	61.133	-136.997
110	HJ032	61.207	-138.721
111	HJ033	60.817	-136.850
112	HJ034	60.858	-137.039
113	HJ035	60.925	-137.929
114	HJ036	61.021	-138.417
115	HJ037	60.229	-138.750
116	HJ038	61.255	-138.822
117	HJ039	61.367	-139.033
118	HJ040	61.358	-139.008
119	HJ042	61.333	-139.083
120	HJ043	60.583	-137.233
121	HJ044	60.026	-136.874
122	HJ045	61.013	-138.421
123	LA010	60.800	-136.000
124	LA036	61.072	-135.068
125	LA039	60.850	-135.433
126	LA040	60.850	-135.667
127	LA041	60.850	-135.750
128	MA047	64.158	-134.775
129	MA051	63.950	-135.225
130	MA061	63.700	-132.800
131	MA063	63.233	-132.283
132	MA065	63.233	-134.675
133	MA069	63.700	-134.233
134	MA072	63.783	-136.533
135	MA075	63.758	-136.608
136	MA077	64.925	-133.326
137	MA083	65.384	-133.370
138	MA091	63.233	-132.367
139	MN001	62.271	-137.097
140	MN003	61.838	-133.142
141	MN006	62.714	-138.828

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142	MN007	62.051	-137.120
143	MN008	64.300	-140.192
144	MN011	64.548	-140.456
145	MN013	63.997	-134.941
146	MN014	63.939	-135.197
147	MN016	63.083	-140.541
148	MN017	64.640	-133.239
149	MN023	62.203	-136.338
150	MN025	62.283	-137.175
151	MN027	64.028	-135.749
152	MN029	62.078	-137.192
153	MN033	64.635	-136.823
154	MN035	62.567	-137.925
155	MN038	62.500	-129.583
156	MN039	65.047	-134.803
157	MN040	60.491	-137.559
158	MN042	64.254	-134.236
159	MN046	61.534	-132.155
160	MN048	60.367	-135.233
161	MN051	63.893	-139.222
162	MN052	63.916	-135.326
163	MN054	60.533	-127.833
164	MN057	60.180	-135.410
165	MN058	62.389	-136.629
166	MN059	63.783	-136.500
167	MN063	63.586	-132.030
168	MN064	62.326	-137.267
169	MN066	64.317	-133.717
170	MN069	63.944	-135.128
171	MN070	64.302	-139.879
172	MN084	63.160	-130.157
173	MN085	63.910	-135.255
174	MN092	63.883	-135.679
175	MN096	61.975	-132.531
176	RR012	63.933	-131.567
177	RR040	61.750	-133.056
178	RR043	62.681	-131.110
179	RR044	62.700	-131.078
180	RR045	62.881	-130.761
181	RR046	62.881	-130.761
182	RR047	63.061	-130.281
183	RR048	61.821	-132.999
184	RR049	61.881	-132.698
185	RR050	62.041	-132.340
186	RR051	62.701	-131.078
187	RR052	62.000	-131.000
188	TA003	60.883	-134.333
189	TA010	60.417	-134.167
190	TA017	60.500	-134.275
191	TA023	60.425	-135.271
192	TA024	60.028	-134.608
193	TA027	60.233	-133.900
194	TA028	60.372	-134.767
195	TA029	60.511	-134.850
196	TA030	60.317	-134.275
197	TA035	60.522	-134.333
198	TA036	60.560	-134.490
199	TA037	60.575	-134.681
200	TA038	60.720	-135.080
201	TE013	60.017	-131.733
202	TE014	61.017	-133.600
203	TE016	60.492	-133.292

204	TE017	60.500	-133.000
205	TE019	61.333	-131.833
206	TE020	60.133	-132.600
207	TE021	61.483	-132.800
208	TE023	60.421	-133.183
209	TE024	60.102	-130.932
210	TE025	60.039	-131.050
211	TE026	60.051	-130.995
212	TE027	60.110	-132.540
213	TE028	60.483	-133.466
214	TE029	60.410	-133.718
215	TE030	60.114	-132.524
216	TE031	61.317	-133.000
217	TE032	60.098	-132.428
218	TE033	60.098	-132.388
219	TE034	60.021	-132.220
220	TE035	60.006	-132.147
221	TE036	60.006	-132.147
222	WL003	60.083	-128.733
223	WL004	60.083	-129.333
224	WL009	60.200	-130.133
225	WL010	60.086	-130.611
226	WL013	60.067	-128.967
227	WL015	60.785	-128.845
228	WL016	61.250	-128.633
229	WL018	60.367	-124.383
230	WL023	60.031	-129.050
231	WL024	60.267	-129.167
232	WL030	60.533	-127.917
233	WL037	61.267	-128.533
234	WL038	61.383	-128.383
235	WL039	61.400	-128.283
236	WL043	61.467	-129.383
237	WL049	61.233	-130.517
238	WL053	60.200	-125.083
239	WL056	60.300	-127.417
240	WL058	60.100	-130.367
241	WL059	60.117	-130.333
242	WL061	60.467	-129.117
243	WL062	60.133	-130.417
244	WL067	60.200	-130.058

SECTION C - SITES REQUIRING ASSESSMENT

	Site Number	Decimal Degrees of Latitude	Decimal Degrees of Longitude
1	BC003	62.450	-140.683
2	BC004	62.433	-140.783
3	BC007	61.967	-140.500
4	BC011	61.800	-140.067
5	BC013	62.733	-139.267
6	BC015	61.950	-140.533
7	BC017	61.633	-139.700
8	BC020	61.450	-139.533
9	BC022	61.450	-139.517
10	BC027	61.433	-139.250
11	BC028	61.450	-139.250
12	BC029	62.867	-139.733
13	BC030	62.850	-139.750
14	BC031	61.783	-140.800
15	BC039	62.733	-138.833
16	BC041	61.750	-140.750

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17	BC042	61.367	-139.217
18	BC048	61.417	-139.233
19	BC059	62.367	-140.850
20	BC060	61.983	-140.867
21	BC062	61.783	-140.033
22	BC063	61.567	-139.417
23	BC065	61.967	-140.417
24	BC067	62.200	-139.083
25	BC069	62.033	-140.750
26	BC076	61.383	-139.250
27	BC078	61.367	-139.267
28	BC079	61.367	-139.417
29	BC080	61.367	-139.267
30	BC083	61.367	-139.383
31	BC084	62.042	-140.608
32	BC085	62.417	-140.917
33	BC103	62.442	-140.858
34	CA004	62.283	-136.317
35	CA021	62.350	-137.275
36	CA022	62.283	-137.175
37	CA024	62.075	-137.067
38	CA028	61.875	-136.417
39	CA031	62.433	-137.617
40	CA033	62.667	-138.017
41	CA034	62.642	-138.050
42	CA035	62.658	-138.025
43	CA036	62.308	-136.617
44	CA037	62.333	-136.692
45	CA039	62.617	-137.233
46	CA040	62.617	-137.233
47	CA041	62.617	-137.667
48	CA042	62.700	-137.533
49	CA043	62.033	-135.625
50	CA044	62.783	-135.133
51	CA045	62.842	-135.042
52	CA046	62.783	-135.167
53	CA047	62.942	-135.592
54	CA049	62.883	-137.550
55	CA050	62.875	-137.844
56	CA051	62.667	-134.717
57	CA055	62.081	-136.838
58	CA056	62.007	-137.033
59	DA060	64.700	-137.550
60	DA140	64.867	-138.933
61	DA145	64.650	-136.817
62	DA151	63.067	-139.500
63	DA154	64.450	-140.750
64	DA161	64.450	-140.117
65	DA171	64.017	-138.067
66	DA172	64.017	-138.417
67	DA173	64.017	-138.417
68	DA174	64.000	-138.183
69	DA175	64.367	-138.867
70	DA176	64.383	-138.967
71	DA177	64.250	-139.133
72	DA178	64.083	-138.500
73	DA179	64.133	-139.217
74	DA180	64.133	-139.250
75	DA189	65.017	-137.733
76	DA208	64.090	-139.026
77	DA218	63.993	-140.043
78	DA221	63.300	-139.500

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79	DA229	64.017	-139.600
80	DA231	64.000	-139.583
81	DA233	64.205	-140.775
82	DA252	65.813	-136.357
83	HJ010	60.100	-136.933
84	HJ012	60.117	-136.917
85	HJ041	61.417	-139.167
86	LA021	61.400	-135.217
87	LA023	61.583	-134.900
88	LA042	60.786	-136.292
89	MA022	65.317	-134.500
90	MA023	65.269	-133.156
91	MA024	65.267	-133.133
92	MA039	64.275	-133.683
93	MA040	64.225	-134.150
94	MA052	63.950	-136.267
95	MA059	63.550	-132.800
96	MA060	63.533	-132.950
97	MA068	63.508	-132.050
98	MA070	63.783	-136.517
99	MA071	63.567	-137.333
100	MA073	62.033	-133.333
101	RR008	62.550	-129.550
102	RR009	62.800	-129.850
103	RR023	62.217	-133.000
104	RR030	63.500	-130.450
105	TA004	60.033	-134.650
106	TE001	60.633	-132.033
107	TE002	60.200	-131.683
108	TE003	61.033	-133.783
109	TE004	61.033	-133.750
110	TE005	60.967	-133.667
111	TE006	60.983	-133.767
112	TE008	60.950	-133.050
113	TE011	60.033	-131.767
114	TE012	60.000	-131.583
115	TE015	60.717	-133.300
116	WL007	60.907	-129.211
117	WL014	60.773	-128.843
118	WL017	61.217	-128.633
119	WL019	60.005	-131.164
120	WL027	60.508	-127.700
121	WL029	60.533	-127.867
122	WL051	60.117	-124.150
123	WL052	60.792	-124.833
124	WL065	62.033	-128.85
125	HS044	61 11 53	-136 59 53
126	HS061	68 50 21	-138 40 06
127	HS045	60 07 52	-124 53 21
128	HS046	66 26 30	-136 42 30
129	HS062	61 23 40	-129 37 40
130	HS047	60 36 45	-134 27 27
131	HS048	60 20 35	-132 32 41
132	HS049	65 21 45	-138 17 50
133	HS050	67 38 04	- 139 41 47
134	HS051	65 53 40	-136 02 20
135	HS052	62 01 50	-130 36 10
136	HS053	67 33 50	-139 53 00
137	HS054	67 26 25	-137 47 01
138	HS055	67 25 27	-140 53 28
139	HS056	65 58 10	-134 01 40
140	HS057	60 09 30	-132 42 27

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141	HS058	66 25 38	-138 24 10
142	HS059	64 04 12	-139 25 30
143	HS060	69 19 00	-139 34 00

SECTION D - SITES REQUIRING REMEDIATION

	Site Number	Decimal Degrees of Latitude	Decimal Degrees of Longitude
1	BC092	61.617	-139.550
2	DA243	66.527	-134.434
3	HJ030	60.829	-137.742
4	HJ031	61.226	-138.758
5	MN002	60.089	-134.698
6	MN004	60.183	-135.219
7	MN005	60.084	-134.684
8	MN009	61.953	-140.533
9	MN010	64.125	-134.953
10	MN015	61.34	-128.717
11	MN018	65.267	-133.133
12	MN019	60.021	-130.478
13	MN021	63.940	-135.121
14	MN024	63.942	-135.395
15	MN026	63.964	-135.001
16	MN028	60.304	-135.141
17	MN032	60.320	-130.679
18	MN034	62.644	-138.039
19	MN036	63.956	-135.243
20	MN037	61.541	-132.179
21	MN041	63.267	-134.721
22	MN043	64.225	-134.150
23	MN049	60.320	-131.599
24	MN050	63.009	-131.6
25	MN053	63.100	-130.141
26	MN055	63.867	-135.883
27	MN060	63.950	-135.399
28	MN061	63.959	-135.241
29	MN062	64.002	-135.967
30	MN065	63.919	-135.241
31	MN067	63.003	-130.590
32	MN071	60.321	-130.722
33	MN072	60.139	-130.421
34	MN073	60.991	-133.730
35	MN075	64.459	-140.117
36	MN076	63.941	-135.220
37	MN077	61.499	-132.802
38	MN078	61.562	-132.159
39	MN079	60.241	-135.067
40	MN082	62.299	-136.979
41	MN083	61.149	-131.161
42	MN086	60.317	-135.033
43	MN087	64.267	-133.699
44	MN089	60.020	-134.633
45	MN090	64.319	-133.753
46	MN094	63.956	-135.275
47	MN095	60.259	-135.042
48	HS001	61 11 04	-136 59 24
49	HS063	61 35 25	-137 24 40
50	HS002	60 07 03	-137 58 27
51	HS003	60 09 50	-134 42 27
52	HS004	60 09 30	-129 42 10
53	HS005	62 34 07	-137 00 58
54	HS006	64 52 03	-138 17 14

55	HS007	64 44 54	-133 40 50
56	HS008	62 04 56	-139 51 35
57	HS009	61 20 46	-139 09 50
58	HS010	64 23 50	-140 36 40
59	HS011	63 20 08	-131 30 00
60	HS012	60 43 36	-135 29 06
61	HS013	63 46 16	-139 37 45
62	HS014	64 02 34	-139 24 28
63	HS015	61 03 18	-138 30 12
64	HS016	61 25 37	-139 02 56
65	HS017	60 35 16	-136 08 38
66	HS018	61 05 25	-135 11 57
67	HS019	60 03 00	-128 54 00
68	HS020	63 59 45	-137 34 20
69	HS021	60 04 52	-133 51 30
70	HS022	62 53 36	-135 30 36
71	HS023	60 31 50	-134 21 55
72	HS024	63 46 24	-135 23 17
73	HS025	63 36 40	-137 16 10
74	HS026	62 13 20	-133 22 40
75	HS027	61 08 35	-133 04 50
76	HS028	60 12 35	-129 33 00
77	HS029	61 32 10	-137 35 25
78	HS030	61 33 50	-137 31 57
79	HS031	62 28 35	-140 52 07
80	HS032	62 55 30	-130 32 30
81	HS033	63 29 17	-135 08 06
82	HS034	63 16 55	-139 14 56
83	HS035	60 51 08	-135 44 21
84	HS036	60 05 50	-136 55 00
85	HS037	60 07 06	-137 05 15
86	HS038	62 34 41	-134 14 18
87	HS039	60 29 04	-133 18 07
88	HS040	63 39 24	-135 55 02
89	HS041	61 59 12	-140 33 11
90	HS042	61 26 04	-135 11 18
91	HS043	63 05 02	-139 29 40

SECTION E - TYPE I SITES

	Site Name	Decimal Degrees of Latitude	Decimal Degrees of Longitude
1	Western Copper	60.35	-136.35
2	Dublin Gulch	64.35	-135.783
3	Mount Skukum	60.183	-135.4
4	La Forma	62.267	-137.1
5	Sa Dena Hes	60.517	-128.867
6	Kudz Ze Kayah	61.6	-130.5

SECTION F - TYPE II SITES

	Site Name	Decimal Degrees of Latitude	Decimal Degrees of Longitude	Affected First Nation(s)
1	Faro	61.358	-133.371	Ross River Dena Council, Liard First Nation, Kaska Dena Council, Selkirk First Nation
2	United Keno Hill Mines	63.9	-135.283	First Nation of Nacho Nyak Dun
3	BYG Mount Nansen	62.05	-137.167	Little Salmon Carmacks First Nation
4	Ketza River	61.538	-132.269	Ross River Dena Council, Teslin Tlingit Council, Liard First Nation, Kaska Dena Council
5	Clinton Creek	64.433	-140.7	Tr'ondëk Hwëch'in
6	Viceroy Brewery Creek	64.03	-138.25	Tr'ondëk Hwëch'in and First Nation of Nacho Nyak Dun
7	Minto	62.617	-137.167	Selkirk First Nation

SECTION G - CONTAINED SITES

	Site Number	Site Name	Decimal Degrees of Latitude	Decimal Degrees of Longitude	Engineered Life Span
1	BC002	Snag	62.367	-140.417	25 years
2	TA005	Arctic Gold and Silver	60.138	-134.725	150 years
3	TA006	Venus	60.042	-134.592	150 years

APPENDIX I
WASTE MANAGEMENT COMMITTEES
(6.41.1)

SECTION A - WASTE MANAGEMENT COMMITTEE (WMC)

Purpose:

- The WMC is a forum to discuss issues which arise regarding the operation of Canada's Waste Management Program (WMP) under Part I of the Environmental Matters chapter of the Yukon Northern Affairs Program Devolution Transfer Agreement.
- The WMC reviews technical and priority-setting matters with respect to which the Waste Management Technical Committee (WMTC) has been unable to reach agreement regarding recommendations to be provided to the WMP.
- The WMC provides advice and recommendations to the WMP.

Structure:

- The WMC has no designated chair.
- Canada, through Indian and Northern Affairs Canada, shall provide administrative support for the WMC.

Membership:

- The members of the WMC are:
 - Canada, represented by Indian and Northern Affairs Canada (up to four (4) representatives);
 - Yukon Territorial Government (up to four (4) representatives); and
 - Yukon First Nations (collectively, up to four (4) representatives, as determined by Yukon First Nations).

Process:

- Best efforts are made to achieve agreement among WMC members with respect to the advice and recommendations provided to the WMP. In the absence of agreement, the advice and recommendations of the WMC may include both the

advice and recommendations of the majority and the advice and recommendations of the dissenting member.

- The WMP considers all advice and recommendations, including any dissenting advice and recommendations, before making a decision on the matter under discussion. The WMP may accept, reject, vary or otherwise alter the advice and recommendations of the WMC.
- In circumstances where the WMP deems that matters are emergencies or time-critical, it may act despite the fact that a matter may be under review by the WMC. The WMP will report such actions to the WMC as soon as is practical.

Funding:

- Participation in the WMC will be at the expense of each member.

Schedule:

- The WMC will meet a minimum of once per calendar year, with additional meetings as requested by members of the WMC.

Amendments:

- Amendments to the Terms of Reference of the WMC shall only be made by agreement of all members of the WMC.
- The WMP consultation guidelines in effect at the Effective Date may be amended by agreement of the WMC.

SECTION B - WASTE MANAGEMENT TECHNICAL COMMITTEE

Purpose:

- The WMTC is established to provide Canada's Waste Management Program (WMP) with technical advice and recommendations in respect of the activities of the WMP under Part I of the Environmental Matters chapter of the Yukon Northern Affairs Program Devolution Transfer Agreement.
- The WMTC may review other matters as referred to it by the WMP.

Activities:

- The WMTC may:
 - receive and review reports submitted to it by the WMP;
 - review and provide recommendations on the proposed annual operating and work plans of the WMP;
 - review and provide recommendations on site remediation priority setting;
 - review and evaluate previous year WMP activities;
 - review and provide recommendations on WMP operational technical issues;
 - report WMP and WMTC activities to member agencies; and
 - share information among members.

Structure:

- The WMTC is an advisory committee chaired by a WMP official.
- Canada, through Indian and Northern Affairs Canada, shall provide administrative support for the WMTC.

Membership:

- WMTC members include:
 - Canada - Waste Management Program;
 - Yukon Territorial Government;
 - Council of Yukon First Nations;
 - Yukon First Nations not represented by CYFN, if any;
 - Environment Canada - Environmental Protection;
 - Yukon Chamber of Mines;
 - Yukon Contaminants Committee;
 - Yukon Conservation Society;
 - Other organizations or agencies that may, from time to time, have a direct and/or significant interest in issues under discussion by the WMTC.

Process:

- The WMTC operates by agreement among the members. In the absence of agreement on the advice and recommendations to be provided to the WMP, the matter will be referred to the WMC for its review.

- The WMP considers all advice and recommendations provided before making a decision on the matter under discussion. The WMP may accept, reject, vary or otherwise alter the advice and recommendations of the WMTC.
- In circumstances where the WMP deems that matters are emergencies or time-critical, it may act without reference to the WMTC. Such actions will be reviewed by the WMTC as soon as is practical.

Roles and Responsibilities:

- Each member of the WMTC will be responsible for the communication of information, activities and concerns from the WMTC to its respective organization and from its organization to the WMTC.

Funding:

- Participation in the WMTC will be at the expense of each member.

Reporting:

- The WMTC will issue an annual report of its activities.
- Minutes of WMTC meetings will be recorded and distributed to members.

Schedule:

- The WMTC will meet as required, but not less than twice per calendar year.

Amendment:

- Any amendments to the Terms of Reference for the WMTC shall be agreed to by the WMC.

**APPENDIX J
CASH FLOW
(7.26)**

ONE-TIME AND TRANSITIONAL FUNDING

(in \$)

Item ¹	Total Amount	Entry Year	Year 2	Year 3	Year 4	Year 5
General Transition (7.9)	2,500,000	500,000	500,000	500,000	500,000	500,000
Human Resources (7.10) ²	310,000	310,000	0	0	0	0
Information Technology (7.11)	1,435,000	1,435,000	0	0	0	0
Legal Support, Signage, etc. (7.12)	500,000	500,000	0	0	0	0
Fire Suppression Transition (7.13)	7,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Fire Suppression Infrastructure (7.14) ³	3,500,000	700,000	700,000	700,000	700,000	700,000
Forest Inventory (7.15) ⁴	3,000,000	600,000	600,000	600,000	600,000	600,000
Forest Sector Funding (7.16)	4,500,000	900,000	900,000	900,000	900,000	900,000
Severance Liability (7.17)	To be agreed	To be agreed	0	0	0	0
Vacation Leave Accrual Funding (7.19)	To be calculated	To be calculated	0	0	0	0
Environmental Assessment Funding (7.8) ⁵	N/A	1,553,000	1,553,000	1,553,000	1,553,000	1,553,000

- Notes:**
- 1 The total amount of funding and yearly cash flow are subject to being reduced in accordance with 7.26 if payments are made by Canada to the YTG prior to the Effective Date pursuant to 7.20.
 - 2 The total amount of funding associated with this item shall be reduced by the amount spent by Canada between April 1, 1999 and the Effective Date on staff training and other staff transition measures, and the yearly cash flow shall be adjusted accordingly.
 - 3 The total amount of funding associated with this item shall be reduced by the amount spent by Canada between April 1, 1999 and the Effective Date in accordance with Canada's fire suppression infrastructure work-plan, and the yearly cash flow shall be adjusted accordingly.
 - 4 The total amount of funding associated with this item shall be reduced by the amount spent by Canada for forest inventory and management between April 1, 1999 and the Effective Date, in accordance with Canada's forest inventory work-plan, and the yearly cash flow shall be adjusted accordingly.
 - 5 This funding is to be provided until the date at which Development Assessment Legislation comes fully into effect, and the amount of funding to be provided in the fiscal year of that date shall be adjusted in accordance with 7.8.1.