



YELLOWKNIVES DENE FIRST NATION	
Governance, Land Administration	Governance Governing Practice Title: Land Administration Governance Model
Applicable to: Chiefs and Council, Chiefs Executive Assistants, Chief Executive Officer and all YKDFN Departments. Lead Department, Lands Management	Approved Motion: # <b>Motion 2023-06-08-016</b>
Effective Date: June 8, 2023	Review Date: June 8, 2023

**LAND ADMINISTRATION GOVERNANCE MODEL**

**Background**

The Yellowknives Dene First Nation (YKDFN) Chiefs and Council govern the use and occupancy of land within the YKDFN Traditional Territory, including the Chief Drygeese Territory. Governance of land use provides for the orderly, fair, and consistent allocation of lands to YKDFN members. Inherent Treaty Rights Land Use, approved by Band Council Resolution (BCR) will support the Treaty and Aboriginal Rights of YKDFN members.

Periodically, requests are received from non-YKDFN Members and non-YKDFN Member organizations and public governments to access lands and waters within the Chief Drygeese Territory. YKDFN Chiefs and Council want to ensure non-YKDFN Member land use does not infringe on the Treaty and Aboriginal Rights of YKDFN members, conflict with traditional practices, or impede the delivery of services.

Knowing the location of YKDFN member Rights Based and non-YKDFN member activities will assist YKDFN Chiefs and Council with the delivery of sustainable land management practices within the Chief Drygeese Territory. Ensuring YKDFN Chiefs and Council are informed on the location of land use allows YKDFN Administration to advise land users on possible infringement on YKDFN Treaty and Aboriginal Rights.

**Governing Principle**

YKDFN has an unsurrendered claim of title to its ancestral lands which include the area known as Chief Drygeese Territory. YKDFN continues to administer and protect these lands. The process for administration of access to land, by YKDFN, is being set out in this Land Administration Governance Model (LAGM).

The responsibility of the YKDFN, in the administration of land, is to provide for the long term and sustainable use of land on behalf of YKDFN members. This is achieved by first certifying that YKDFN member land use outside communities is in the practice of Treaty and Aboriginal Rights. Second, YKDFN Administration ensures land use within the community service area is orderly and safe.

This LAGM is a living document. It is intended to be reviewed periodically or, no less than every 5 years from the effective date. This review is required to ensure the LAGM remains consistent with, Land Plans, land management best practices, social trends, evolving Treaty and Aboriginal Rights.

There are two types of requests for access to land that are under the administration of the YKDFN Chiefs and Council. These include:

- YKDFN members and YKDFN Government Administration require access to land within the Chief Drygeese Territory; for residential purposes, to practice Treaty and Aboriginal Rights, and to provide services to the YKDFN Membership.
- Non-YKDFN Member organizations or public governments may request access to land within the built communities of Ndilo, Dettah and the Dettah Road to deliver public services or to undertake activities that will provide direct and obvious educational, social, cultural, or economic benefits to YKDFN members.

All requests for land access are initiated by submission of an application to the YKDFN Department, Lands Management.

- YKDFN members and YKDFN Government Departments will submit a request for Inherent Treaty Right Land Use (ITRLU) Appendix 1
- Non-YKDFN member organizations or non-YKDFN government departments will submit a Land Access Request (LAR) Appendix 2.

The applicant of an approved request for ITRLU or LAR is responsible for all costs associated with any required lot improvements or restoration of the land. This includes any costs associated with clearing or leveling the land for development, access, hydroelectricity, minimum construction standards and codes required to allow for connection to public services and utilities. Lot improvements, once in place, are considered part of the land and may not be removed. Applicants are not eligible for reimbursement of the lot improvement costs. Lot improvements may not be removed during restoration of land.

## **Application**

These Governing Principles apply to all land and water within the Chief Drygeese Territory. This includes the communities of Dettah, Ndilo, the Dettah Road and traditional territory of the YKDFN membership.

## **Tenure**

Any issuance under the LAGM shall not transfer ownership of the land. In all instances, YKDFN Chiefs and Council maintains its collective ownership of these lands, on behalf of the YKDFN membership. No ITRLU or LAR shall be deemed as a legal interest in the land other than consent of the YKDFN Chiefs and Council to use those lands.

On a case-by-case basis the Terms and Conditions outlined in Appendices 4 and 6 will be applied to ITRLU and LAR. YKDFN Chiefs and Council may apply additional Terms and Conditions by appending requirements to the Band Council Resolution (BCR) required to authorize the land use.

## Eligibility

### Inherent Treaty Rights Land Use – YKDFN Members Only

Land Use considered under ITRLU: Treaty and Aboriginal Rights Based activities and residential uses:

- ITRLU applicants that have not complied with the Terms and Conditions of the approval are not eligible for transfer until the ITRLU conforms with the approval requirements.
- YKDFN Members that are occupying or using land that contravenes the requirements of this LAGM or an approved Land Plan are not eligible to apply for an ITRLU until the unauthorized land use is resolved to the satisfaction of YKDFN Chiefs and Council.
- YKDFN Members with an existing ITRLU that is not in Good Standing are not eligible to apply for another ITRLU until outstanding Terms and Conditions are addressed.
- Non-YKDFN Members cannot be joint applicants and are not eligible for ITRLU.
- YKDFN members may request transfer of their ITRLU to another YKDFN Member only. Proof of ownership, such as a Purchase and Sale Agreement (Appendix 7) for any permanent structures on the lot must be included with the application for ITRLU.
- An existing ITRLU located on land that is required for community use may not be eligible for transfer even when in good standing.
- Lot improvements such as land fill, building pads, parking areas and driveways will be considered accessory to the main land use and cannot be severed or sold and are not eligible for reimbursement from YKDFN Chiefs and Council or Administration.
- ITRLU applications for Off-grid Rights Based land use activity and proposals outside the service area must include a completed application for Release and Waiver of Liability (Appendix 3).
  - Off-grid Rights Based land use (Sundown Cabins) may not be leased to a third party including YKDFN members or be used as a rental property.

### Inherent Treaty Rights Land Use – Yellowknives Dene First Nation Administration Only

- All YKDFN Departments require ITRLU to occupy land with a permanent structure. Such land use will support YKDFN administrative programs and organizational goals.
- Requests for ITRLU shall be in the name of YKDFN Administration and submitted on behalf of the responsible YKDFN Department.

### Land Access Request – Non-YKDFN Member Organizations or Public Governments Only

- The LAR is not an ITRLU.
- Non-YKDFN member organizations or public governments may submit a Land Access Request (LAR) Appendix 5 for land use proposed within the community of Ndilo, Dettah or along the Dettah Road.
- The proposal must clearly demonstrate how the LAR will provide direct and obvious educational, social, cultural, or economic benefits to YKDFN members.
- All LAR must be considered an appropriate land use for the location, not infringe on the practice of YKDFN Treaty and Aboriginal Rights or create a nuisance.
- LAR must not impede the delivery of community and public services to YKDFN Members.
- The LAR Agreement, Appendix 6 contains relevant Terms and Conditions.

## Transferability

ITRLU in good standing are transferrable upon the approval of YKDFN Chiefs and Council to another YKDFN Member.

In instances where the land is required for community use an ITRLU may not be renewed or transferred even when in good standing.

Before the transfer of an existing ITRLU can occur, the applicant requesting the transfer must submit proof (Purchase and Sale Agreement) they are the valid owner of the permanent structures included in the transfer.

A LAR is not transferable.

### Estate Transfer of an ITRLU

- The ITRLU may be transferred to another YKDFN member where the Administrator of an Estate provides documentation\* needed to authorize the transfer.
  - Surviving non-YKDFN Member spouse is not eligible for ITRLU.
  - Surviving non-YKDFN Member spouse may sell the permanent structure and provide a letter of support to transfer of the ITRLU to a YKDFN member or sell the structure to a non-YKDFN Member subject to its removal.
  - Surviving non-YKDFN Member spouse, without YKDFN member dependents, would not be eligible to live on Band Land. Within 24 months after passing of the ITRLU applicant the ownership of the permanent structures will need to be transferred and restoration of land finalized, in accordance with this LAGM.
  - Siblings of a deceased YKDFN member may be eligible to have an ITRLU transferred into their name when: the ITRLU is in good standing, the applicant is 19 years of age or older and where a permanent structure exists.
    - To do so a Purchase and Sale Agreement for the permanent structures, and a valid Will or written agreement among the siblings indicating whom to transfer the ITRLU is needed. Where there is no agreement among siblings YKDFN Administration will wait for the Estate's Administrator process to conclude ownership of the permanent structures prior to processing requests for ITRLU.
  - An ITRLU once approved must be developed in accordance with the application. Vacant land under an ITRLU may not be transferred. Upon receiving notice of the passing of a YKDFN member the BCR approving the ITRLU will be cancelled.
  - An ITRLU for a deceased YKDFN member that contains an uninhabited building is not eligible for transfer. The BCR will be cancelled and YKDFN Administration may dispose of the permanent structure.
  - If the deceased YKDFN member ITRLU is for a year-round residence and the surviving spouse is a non-YKDFN Member with underage YKDFN member dependents, then the non-YKDFN Member may request an exemption to the eligibility requirements of the LAGM. The term of the ITRLU will be until the YKDFN member dependent meet the age requirements to apply for ITRLU. The authorizing BCR will include the formal day, month, and year that the exemption expires. This type of arrangement would be considered as a last resort and would be solely at the discretion of YKDFN Chiefs and

Council. YKDFN Chiefs and Council will assess each situation on a case-by-case basis. Individual cases will not be considered precedent setting.

- In instances where the dependent child becomes deceased then the non-YKDFN Member will have 24 months to restore the land or transfer ownership of the permanent structures in accordance with this LAGM.

\*Documentation: Written authorization from the Estates' Administrator identifying the benefactor of the permanent structures or other proof of ownership requested at the discretion of the YKDFN Lands Committee or YKDFN Chiefs and Council.

## **Duration**

The duration of an approved ITRLU and LAR:

- New ITRLU: New Rights-based, and residential land use will be for 30 years with option to renew if the ITRLU is in good standing.
- Existing ITRLU: Transfer of ITRLU will be for the remaining term of the original approval for permanent structures less than 20 years old, with option to renew. Permanent structures older than 20 years will be approved for 10 years with option to renew if the structure remains in good condition.
- Renewal or transfer of a ITRLU will not be approved in instances where the land is approved for community use by either a Directive of YKDFN Chiefs and Council, BCR or approved Land Plan.
- YKDFN community use and facilities are approved until the location is no longer required for the benefit of the YKDFN membership.

## **Application Criteria**

ITRLU and LAR Applicants must meet all relevant criteria:

- a) Applications for ITRLU must always be rooted in the preservation, exercise, or advancement of YKDFN Treaty and Aboriginal Rights. These activities may include hunting, trapping, fishing, gathering, or providing for a sustainable livelihood where Inherent Treaty Rights and Practices govern land use and supports customary methods of Trade.
- b) ITRLU and LAR do not include commercial or industrial activities that do not support the exercise of Treaty and Aboriginal Rights.
- c) ITRLU located outside the YKDFN service area may not be leased or rented to a non YKDFN member.
- d) Applicants must identify whether they are applying for an ITRU or a LAR.
- e) Applicants may not have more than one ITRLU except when in accordance with this LAGM.
- f) Only YKDFN Member and YKDFN Government Department Applicants can apply for an ITRLU.
- g) YKDFN Member applicants must be 19 years of age or older.
- h) YKDFN Member applications must not include non-YKDFN Members as co-applicants.
- i) YKDFN Government Department applicants must be submitted by the YKDFN Administration on behalf of YKDFN Chiefs and Council.

- j) LAR are reviewed on a case- by- case basis and must be an appropriate land use for the area of the community the use is being proposed.
- k) LAR may not infringe or interfere with the practise of YKDFN’s Treaty and Aboriginal Rights or delivery of community and public services.
- l) Both the ITRLU and LAR must comply with the provisions of any Land Plan approved by YKDFN. Applicants may request an exemption to the Land Plan requirements which, if acceptable, must be approved by YKDFN Chiefs and Council.
- m) ITRLU applications for Rights based off-grid land use activities or land use proposed outside the service area and along the Dettah Road will be, at your own risk and required to include the Release and Waiver of Liability form contained in Appendix 3.

### **Operational Procedure**

The Department, Lands Management will coordinate the implementation of the LAGM. YKDFN Members and non-YKDFN member organizations interested in accessing land will submit requests to the YKDFN Department, Lands Management. From time-to-time YKDFN staff may need to assist YKDFN members with the completion of the Inherit Treaty Rights Lands Use Application.

Administration of the LAGM will include, as a minimum, ensuring the applications for an ITRLU or LAR are complete. The Chiefs Executive Assistant will confirm YKDFN membership of any application believed to be from a YKDFN Member. Public Works will be consulted on requests within the service area of Dettah and Ndilo, in addition to all requests for ITRLU from YKDFN Administration. Department, Lands Management will use discretion to ensure YKDFN Departments of: Public Works and Infrastructure; Treaty, Rights and Governance; Chief Executive Office, Environment and Economic Development are engaged as appropriate.

A YKDFN Lands Committee established by YKDFN Chiefs and Council in accordance with YKDFN Lands Committee Terms of Reference (Appendix 1) will be responsible for reviewing all applications. The Department, Lands Management will forward all completed requests for ITRLU and LAR within the Chief Drygeese Territory to the YKDFN Lands Committee for review once a blind post public review period has occurred. The YKDFN Lands Committee and YKDFN Chiefs and Council will be provided with all feedback received during the blind public post consultation period. The YKDFN Lands Committee will review legal and technical aspects of each application and provide suggestions to YKDFN Chiefs and Council for consideration.

Unless eligible for an exemption in accordance with the LAGM all request for ITRLU and LAR will require approval of a BCR by YKDFN Chiefs and Council.

### **Application of Land Plan**

Land Plan requirements shall apply where approved. In certain instances, proposed ITRLU or LAR may not be permissible without relaxing the requirements of the Land Plan. In these unique circumstances the YKDFN Lands Committee may propose that an exemption to specific land plan requirements be considered by YKDFN Chiefs and Council. The YKDFN Lands Committee will not propose relaxing requirements of Land Plans required to provide for public safety or to protect the environment.

Administrative provisions of Land Plans may provide further clarity and direction on the process used for the approval of ITRLU and LAR within the Chief Drygeese Territory. Where the LAGM and an approved Land Plan conflict, the Land Plan, shall prevail.

Terms and Conditions of ITRLU, LAR and Land Plans will be exempted in cases of public emergency.

### **Public Notice**

Upon receipt of a complete ITRLU or LAR application, it will be made available online, through a blind public post, to allow YKDFN membership comment for a period of 10 business days. Within the Chief Drygeese Territory a formal hardcopy notice will also be provided to properties within 30 metres of the request.

### **Appeals**

YKDFN members who consider themselves to be aggrieved because of a request for an ITRLU or LAR may submit a written appeal to the YKDFN Lands Committee. The written appeal must clearly describe how allowing the ITRLU or LAR proposal will cause them injury, financial loss or damage the use of their property. The YKDFN Lands Committee will hear the appeal and evaluate whether the appellant is aggrieved and if YKDFN Chiefs and Council will benefit from a presentation from the aggrieved YKDFN member.

Written Appeals and the YKDFN Lands Committee suggestions will be provided to YKDFN Chiefs and Council for consideration. A decision of the YKDFN Chiefs and Council on the YKDFN Lands Committee suggestions shall be final and binding.

A YKDFN member may only submit a single appeal per any request for ITRLU or LAR. YKDFN Lands Committee may request the appellant present to YKDFN Chiefs and Council when the YKDFN Lands Committee suggestions are presented.

### **Approval**

ITRLU and LAR must be approved by YKDFN Chiefs and Council and formally authorized by BCR. This requirement protects the Treaty and Aboriginal Rights of YKDFN-Members and ensures non-YKDFN member land use does infringe YKDFN Treaty and Aboriginal Rights and not impede the delivery of community and public services.

A YKDFN member with an approved ITRLU will have 2 years to commence construction of the permanent structures outlined in the application. Development of the ITRLU must be completed within 3 years of the date the BCR was approved.

A list of approved ITRLU and LAR will be posted on-line. ITRLU and LAR that are not approved by YKDFN Chiefs and Council will be posted on-line along with written reasons explaining why the request was not approved.

## **Exemption**

### **ITRLU Requests:**

The Department, Lands Management may send ITRLU request directly to YKDFN Chief and Council when:

- The application is for an off-grid Rights-based ITRLU only, located outside the service area of Dettah, Dettah Road and Ndilo will be exempt from YKDFN Lands Committee review, when, after the Public Notice has ended, no appeals have been received from YKDFN Members. Applications must be submitted to the Department, Lands Management to coordinate the applications review directly by YKDFN Chiefs and Council.
- The transfer request is for: an ITRLU that is in good standing, conforms to the Land Plan and is not required for community use and is from one YKDFN member to another YKDFN member will be exempt from YKDFN Lands Committee review, Public Notice and Public Appeal. These applications may be sent directly to YKDFN Chiefs and Council for consideration.
- Projects that are to be undertaken by YKDFN Administration and have their location identified in an approved BCR, Land Plan or Directive from YKDFN Chiefs and Council will be exempt from YKDFN Lands Committee review, Public Notice and Public Appeal. These requests will be sent directly to YKDFN Chiefs and Council for consideration.

### **LAR Requests:**

The community Chief for either Dettah or Ndilo or an acting Chief may approve a Land Access Request without input from YKDFN Lands Committee or YKDFN Chiefs and Council when:

- the land use proposal is temporary, provides benefit to YKDFN members and does not require; exclusive use of an area and / or permanent structures.
- the land use is not intended to be permanent and is accessory to or supports development of a land use approved by BCR.
- there is an urgent need for land access to accommodate the temporary storage of a structure while formal review of the land use proposal is considered by YKDFN Lands Committee and YKDFN Chiefs and Council.

In all instances LAR, approved by Chief or acting Chief without YKDFN Lands Committee Review or YKDFN Chiefs and Council Approval will be exempt from Public Notice and Public Appeal provisions of the LAGM. The Chief Executive Assistant will advise the Department, Lands Management to prepare Terms and Conditions to protect the interests of the YKDFN.

## **Application Review Process for ITRLU and LAR**

1. All requests for ITRLU and LAR within YKDFN traditional territory including the Chief Drygeese Territory require approval by YKDFN Chiefs and Council, unless otherwise exempt in accordance with this LAGM.
2. Applications for ITRLU and LAR should be submitted to the YKDFN Department, Lands Management no less than 90 calendar days in advance of a regularly scheduled Council meeting to allow adequate time for the review, public input, and formal consideration of the request.
3. Department of Lands Management will:



- a. Ensure the application for ITRLU or LAR is complete. Applications that remain incomplete for a period of 7 calendar days following a request for information will be returned to the applicant.
  - b. Confirm with Chiefs Executive Assistant (EA) that applicants are YKDFN Members.
  - c. Blind Post requests for ITRLU and LAR on-line for 10 business days which will provide an opportunity for YKDFN members to provide feedback.
  - d. For requests for ITRLU and LAR within the built up area of the communities of Dettah and Ndilo a hardcopy notice of request will be delivered to existing land users within 30 metres of the request.
  - e. Consult internally with YKDFN Departments of: Chiefs Office; Public Works and Infrastructure; Treaty, Rights and Governance; Chief Executive Office, Environment and Economic Development as appropriate.
  - f. Prepare briefing package for YKDFN Lands Committee.
    - i. The package will contain: A completed Application, including a site plan; relevant legal and technical analysis\*; YKDFN member feedback; environmental considerations; Inherent Treaty Rights Land Use Terms and Conditions (Appendix 4) or the LAR Agreement (Appendix 6).
    - ii. The YKDFN Lands Committee will provide suggestions to YKDFN Chiefs and Council.
4. Chiefs EA will provide the approved BCR, or other direction provided by YKDFN Chiefs and Council on the ITRLU or LAR to the YKDFN Department, Lands Management in writing within 15 calendar days of the decision.
  5. The Department, Lands Management will provide the finalized BCR, Terms and Conditions or decision of YKDFN Chiefs and Council to the ITRLU or LAR applicant. Once the applicant has been contacted the YKDFN Department, Lands Management will either:
    - a. update YKDFN Land Tenure database and post publicly the approved ITRLU or LAR on-line within 30 calendar days of receiving the finalized BCR, or
    - b. post publicly the ITRLU and LAR along with reasons for not supporting the application, within 30 calendar days of receiving direction from YKDFN Chiefs and Council.

\*Legal and Technical Analysis: YKDFN Department, Lands Management will provide general information and professional expertise to assist applicants understand opportunities or limits that may affect decisions related to the land use. This may include requirements of approved Land Plans, public safety matters, site planning, servicing considerations, lot design/layout, terrain analysis, Traditional Knowledge, or other information that may affect the applicants use, enjoyment and investment in the area.

## **Enforcement**

From time-to-time YKDFN Chiefs and Council may be required to enforce the Terms and Conditions of a BCR, ITRLU, LAR or Land Plan. Scenarios where enforcement action may be undertaken will include:

- Failure to build a Permanent Structure within the timeframe of the LAGM.
- Failure to comply with Terms and Conditions of the BCR, ITRLU, LAR or Land Plan.
- Failure to comply with YKDFN Administrative Codes, Directives or other administrative requirements that may be approved from time to time.

Failure to comply with the Terms and Conditions of an approved ITRLU or LAR may result in the CEO Office recommending enforcement action against the applicant. Enforcement actions may range from: working

with the ITRLU or LAR applicant to meet the requirements of the Terms and Conditions, to taking legal action, restoration of land, removing other personal belongings and seeking cost recovery from the applicant.

The following procedure will be implemented to guide the steps that YKDFN Administration will implement to enforce an ITRLU or LAR:

- YKDFN Administration will advise YKDFN Chiefs and Council of the outstanding ITRLU or LAR requirement and proposed enforcement actions.
- Administration will confirm enforcement actions and receive feedback and direction from YKDFN Chiefs and Council prior to any action being undertaken.
- YKDFN Administration will contact the ITRLU or LAR applicant in writing and advise that the land use is not in compliance with the Terms and Conditions contained in the BCR, ITRLU, LAR or Land Plan.
- YKDFN Chiefs and Council may request that the ITRLU or LAR applicant attend a YKDFN Chiefs and Council meeting, or a public meeting where the views of the YKDFN Membership could be sought prior to making enforcement action decisions.
- YKDFN Administration will advise the ITRLU or LAR applicant of the enforcement action of YKDFN Chiefs and Council and that the applicant must contact the Department, Lands Management, within 15 calendar days to formalize the steps that the ITRLU or LAR applicant will take to ensure the land use complies with Terms and Conditions.
- Where there is no immediate risk to public safety or the environment the ITRLU or LAR applicant will be given up to 120 calendar days to resolve enforcement concerns. An extension may be granted at the discretion of YKDFN Chiefs and Council, where extra time is required but obvious progress to address concerns is evident.
- Enforcement action may be triggered in cases where an ITRLU applicant has a Permanent Structure that is, at the discretion of YKDFN Chiefs and Council, considered to be uninhabited. The ITRLU applicant for uninhabited buildings will be given 90 calendar days to provide a plan and budget to address the concerns and (2 years) 730 calendar days following submission of the plan and budget to ensure the Permanent Structure is liveable. Or, if it cannot be salvaged, removed.
- Failure to comply with any aspect of the requirements of an enforcement action, including not responding to formal correspondence, will result in the immediate cancellation of the BCR, ITRLU or LAR. YKDFN Administration will advise the applicant in writing that all rights to use the land have been cancelled, restoration of land will commence without further notice and that all costs associated with the restoration will be recovered from the applicant.
- Failure to comply with the Terms and Conditions of the BCR, ITRLU, LAR or Land Plan could result in the cancellation of the BCR, ITRLU or LAR, restoration of land as required and cost recovery.
- YKDFN Administration will advise YKDFN Chiefs and Council once Enforcement Action is concluded.

### Risks to Public Safety and the Environment

The BCR, ITRLU, LAR and Land Plans may contain Terms and Conditions that, if not honoured by the applicant could result in a risk to public safety or the environment. For added clarity an uninhabited building may be considered a risk to public safety.

Land use that, at the discretion of YKDFN Chiefs and Council, is a risk to public safety or the environment will require immediate enforcement action be taken. In these situations, time is of the essence and formal notice may be waived by YKDFN Chiefs and Council.

Enforcement Actions taken by YKDFN Chiefs and Council to eliminate risk to public safety, or the environment could result in the immediate cancellation of the BCR, ITRLU or LAR. When the ITRLU or LAR applicant does not undertake to remedy the perceived or actual risk to public safety or the environment then YKDFN Administration may enter the lot and undertake the required actions on behalf of the applicant. All expenses and charges will be subject to cost recovery from the applicant.

### Unauthorized Land Use (Squatters)

When YKDFN traditional territory is being used without authorization, YKDFN Chiefs and Council may undertake enforcement actions against the unauthorized land user. YKDFN Chiefs and Council will determine the most appropriate approach. Enforcement action may range from reporting the unauthorized land use to GNWT Inspectors for non-YKDFN Member or, depending on the location of the land use undertake direct action against the YKDFN member.

Unauthorized land users within the Chief Drygeese Territory will not be recognized as legitimate land users. YKDFN Chiefs and Council and YKDFN Administration will discourage the continued occupation and use of an area being illegally by a non-YKDFN member without the required authorization. YKDFN members occupying land to practice Treaty and Aboriginal Rights outside of Dettah, Ndilo or the Dettah Road are not considered unauthorized land users.

The following procedure will be implemented to guide the steps that YKDFN Administration will implement to address unauthorized land users:

- YKDFN Administration will advise YKDFN Chiefs and Council of any unauthorized land use as soon as practical and seek direction.
- Legal Counsel, Peace Officers, YKDFN Guardians or YKDFN / Akaitcho enforcement officers may be engaged when the direction is to remove YKDFN member as an unauthorized land user.
- For YKDFN member land use
  - YKDFN Administration will formally contact the unauthorized land user, notify them of the requirements to occupy land within Dettah, Ndilo or Dettah Road and the steps that will be taken to address the unauthorized land use.
  - Formal Notice will be delivered by Registered Mail, hand delivered or by posting a Notice of Unauthorized Land Use at the physical location.
- Water and Sewer Services will not be provided to permanent structures considered to be uninhabited buildings where the occupant is an unauthorized land user.
- For non-YKDFN Member land use
  - YKDFN Administration may send the coordinates of the unauthorized land use to GNWT Land Inspectors.
- In all situations where land is being used without authorization, time is of the essence.

In all cases when enforcement action is finalized all vacant land, including lot improvements will revert to the YKDFN Vacant Land Inventory.

## Definitions

- **Aggrieved:** a YKDFN member(s) that may suffer harm such as injury, financial loss, or damage to property resulting from land development in proximity to their residence.
- **Applicant:** the person(s) that has applied for and received approval of an ITRLU or LAR and is responsible for ensuring the land use is always in good standing.
- **Blind Public Post:** removal of Applicant Name, Mailing Address, Phone numbers and any other personal information before a document is made available publicly.
- **Band Land:** land considered to be held collectively on behalf of, and for the benefit of all YKDFN members and is used for the practice of Treaty and Aboriginal Rights, housing, and the provision of services to YKDFN members.
- **Covenants:** a binding agreement such as a lease, deed, or other legal contract.
- **Community Use:** a land use within the communities and the Chief Drygeese Territory used for educational or cultural purposes by YKDFN members and Departments.
- **Cost Recovery:** expenses that may be recovered include fees, charges, expenses, or interest charges accrued on outstanding accounts. Cost recovery will be sought for: legal, consulting, or professional fees, equipment rental, staff time, meeting expenses, storage fees or other charges or incidental expenses associated with the enforcement of the LAGM, Terms and Conditions of the BCR, ITRLU, LAR or Land Plan.
- **Dependent:** a YKDFN Member dependent is a person under 19 years of age.
- **Enforcement Actions:** when the applicant fails to implement the Terms and Conditions of the BCR, ITRLU, or the LAR enforcement action may be required. These actions will include steps to resolve the situation and include legal, technical, administrative, and operational solutions. In cases where the requirements of the YKDFN approval cannot be resolved all costs associated with implementing the enforcement actions may be recovered from the ITRLU or LAR applicant.
- **Established Subdivision:** an area of land developed on behalf of YKDFN Chiefs and Council to maintain the orderly expansion of the community and includes basic services such as a community road, formal lot layout and hydro-electric power.
- **Geographic Area:** a physical area of land that can be used to describe a location and will include individual lots within YKDFN Communities, other lands within or near these communities and other areas within the Chief Drygeese Territory.
- **Good Standing:** means that the requirements of land plans, Terms and Conditions contained in the approval of the BCR, ITRLU or LAR have been fully and completely adhered to.
- **Grandfathering:** a YKDFN member who has established a legacy of lawful land use in a specific geographic area may be exempt from new Land Plan requirements that come into force after the land use is established. An existing land use that does not comply with new land plan requirements may continue to operate, unchanged. However, if the land use is discontinued for a period of 12 consecutive months for any reason, the land use will no longer be grandfathered and must comply with current Land Plan requirements.
- **Illegal behaviour:** any activity considered by YKDFN Chiefs and Council to be unlawful and criminally punishable.
- **Indemnify:** to protect from harm.
- **Inherent Treaty Rights Land Use:** the (ITRLU) was formerly known as a Permission to Occupy Land. The ITRLU is an authorization, granted by YKDFN to use land within the YKDFN traditional territory. ITRLU is a requirement of YKDFN Chiefs and Council, within the built community to maintain safe

and orderly development and provides protection to YKDFN member land use outside the built community by certifying that the land use is a Treaty Rights based land use.

- **Land Access Request:** a request from a non-YKDFN organization or public government for access to land.
- **Land Plans:** commonly referred to as: Land Use Plans, Community Plans or Zoning By-laws; are documents containing maps, graphs and policies intended to guide decisions related to the use, development, and conservation of land, water, wildlife, and other renewable and non-renewable resources.
- **Lot Improvements:** generally, refers to clearing of vegetation, installation of hydro electric power, the placement of granular material for driveway access, foundation and pads or other site development requirements. Lot improvements, once undertaken, become improvements to Band Land and cannot be removed. The costs associated with lot improvements will not be reimbursed to YKDFN members or other land users when land is vacated.
- **Non-conforming:** a non-conforming land use is an activity or permanent structure that was existing prior to approval of a Land Plan and the use no longer complies with the requirements of the Land Plan.
- **Non-YKDFN public governments:** the Government of the Northwest Territories, Government of Canada, or Municipal Corporation of the City of Yellowknife.
- **Non-YKDFN organization:** a business or community group that is not established, managed, or is comprised of less than 51% ownership by the YKDFN Chiefs and Council or YKDFN Administration.
- **Nuisance:** any activity that creates a disturbance to neighbours and the community by emitting excessive noise, create dust, operate bright lights, increases traffic, changes the air quality or other instance considered disruptive by YKDFN Chiefs and Council.
- **Off-Grid Rights-based land use activity:** a use of land that is established to allow for the exercise of Treaty and Aboriginal Rights in accordance with Section 35 of the *Constitution Act*, 1982 and includes Sundown Cabins.
- **Permanent Structure:** any human use of a building located on land or water that is intended to be used for storage, shelter, or habitation. For added clarity; residential buildings, Sundown Cabins, houseboats, tent frames, 5<sup>th</sup> wheel campers and other recreational vehicles including motor vehicles, with or without wheels, private storage sheds and enclosures may be considered permanent structures.
- **Proximity:** adjacent, abutting, near to.
- **Residence:** the year-round accommodation of a YKDFN member.
- **Restoration of Land:** refers to the removal of permanent structures, and the remediation of environmental impacts to the land. The costs of restoration are the responsibility of the land user.
- **Service Area:** the physical extent that the YKDFN Administration provides municipal type services such as: garbage pick-up, water delivery, sewage pump out or snow removal.
- **Site Plan:** a sketch or illustration that shows how the land will be developed, the location of proposed permanent structures, driveways, roads, docks, tree removal, distance between structures and to property boundaries.
- **Sundown Cabins:** all YKDFN Treaty and Aboriginal Rights Based Cabins are deemed to be Sundown Cabins. These cabins are owned collectively by the YKDFN membership and YKDFN applicants are considered the Stewards of these permanent structures.
- **Trade:** the exchange of goods and services between two or more parties.
- **Unauthorized land use:** is either a permanent structure or land use that is in contravention of the requirements of the LAGM.

- **Unauthorized land user:** is a person using land within the CDT that is in contravention of the requirements of the LAGM.
- **Uninhabited Building:** a permanent structure determined to be, at the discretion of YKDFN Chiefs and Council or their designate, not actively used by and / or lived in by people; is unsecured or frequently open; the occupant does not have proof of ownership of the structure and the structure does not receive regular public services.
- **Victimless Crime:** a victimless crime is where there is no identifiable victim.
- **Watercourse:** a lake, river, wetland, includes surface run-off and natural drainage patterns whether the watercourse is seasonal only and contains water or not.
- **YKDFN Administration:** The Chief Executive Officer representing all YKDFN government departments and their staff.
- **YKDFN Member:** are those individuals registered as members of the Yellowknives Dene First Nation that hold a valid Certificate of Indian Status (Treaty Card) that has a Treaty Number beginning with 763-.

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## APPENDIX 1 TERMS OF REFERENCE LANDS COMMITTEE

### Yellowknives Dene First Nation

#### STATEMENT OF PURPOSE

The YKDFN Lands Committee is formed under the Yellowknives Dene First Nation YKDFN Chiefs and Council to support the management of its interest regarding land use and administration of access to YKDFN traditional territory, including the Chief Drygeese Territory. The committee shall operate in an advisory capacity to YKDFN Chiefs and Council.

#### MANDATE

A YKDFN Lands Committee is hereby established to:

- 1) Assist the Department, Lands Management by providing guidance and insights into the management of land access from an Aboriginal, Treaty and community perspective.
- 2) Provide suggestions to Council for their consideration related to the review of request for Inherent Treaty Rights Land Use and Land Access Request.
- 3) Hold regular and special meetings at its discretion to fulfill its mandate.
- 4) Committee may meet the third Tuesday of every month or other time agreed by the Committee members.
- 5) Perform such other duties and functions as Council may direct.

#### MEMBERSHIP

- 1) The Committee will be comprised of no more than 5 members. The membership of the Committee will be determined by Council and may include either Council Members and / or YKDFN members.
- 2) Quorum will consist of those members present at any meeting for which sufficient notice has been provided to all committee members.
- 3) A representative from the Department, Lands Management will attend all meetings of the Committee to provide support and facilitate discussion.
- 4) Chiefs and CEO may sit as ex-officio non-voting members of the Committee.
- 5) Committee members will be appointed by Council at its discretion.

#### HONOURIA

At the discretion of YKDFN Chiefs and Council the YKDFN Lands Committee is a volunteer Committee and members are not eligible for Honouria.

#### MINUTES

Minutes will be sent to YKDFN Chiefs and Council for Information. Suggestions regarding the management of land use will be provided by the YKDFN Lands Committee to YKDFN Chiefs and Council for consideration.

#### FUNCTIONS

Committee meetings will be held in an informal workshop style and facilitated by Department, Lands Management staff.



## APPENDIX 2 INHERENT TREATY RIGHT LAND USE APPLICATION FORM

### Yellowknives Dene First Nation

**Governing Statement:** It is the Governing Practice of the Yellowknives Dene First Nation (YKDFN) YKDFN Chiefs and Council that all Departments of the YKDFN and its members who want to occupy land within the Chief Drygeese Territory will require approval, in advance, of the development occurring.

**1. YKDFN Member Applicant Information:**

Full Legal Name(s) in Full: \_\_\_\_\_

Treaty No. Treaty No. 763- \_\_\_\_\_

Full Legal Name Joint YKDFN Member applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Yellowknives Dene First Nation Facility **YES** **NO**  
Contact information: Sponsoring Department: \_\_\_\_\_

**2. Purpose the land is to be used for:**

- \_\_\_\_\_ Treaty and Aboriginal Rights Based activity within the traditional Territory (Sundown Cabins) \*
- \_\_\_\_\_ Residential year-round use within serviced area of the communities
- \_\_\_\_\_ Transfer of Ownership for existing ITRLU
- \_\_\_\_\_ Residential year-round use outside service area\*
- \_\_\_\_\_ Community Benefit (Cultural Centre, Museum, Educational)
- \_\_\_\_\_ Trade associated with Inherent Treaty and Aboriginal Rights.

**\*Release and Waiver of Liability Required.**

**3. Describe the proposed land use: (how will the land be used?)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Location: (attach location map and include coordinates)**

\_\_\_\_\_  
\_\_\_\_\_



5. Site Plan: (provide an illustration showing: lot dimensions, location of access, location of proposed permanent structures in relation to lot boundaries, water bodies and other structures.)

---

6. Status of Existing Structure: (age and physical condition of permanent structure(s) being transferred)

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**I hereby acknowledge and confirm that:**

- I am 19 years of age or older.
- I have read and understand the requirements of the Land Administration Governance Model.
- The submission of this application is not considered an approval of my request for Inherent Treaty Right Land Use (ITRLU).
- If this application is approved, I will not own or hold any legal interest in the land other than to occupy it as set out in the terms of the ITRLU.
- YKDFN ownership of its traditional territory remains unceded and subject to completion of the Akaitcho Treaty negotiations process. As such the Federal or Territorial government may dispute my ability to use this land and/or YKDFN's ability to issue this ITRLU in the future. I fully acknowledge and accept this and will hold harmless YKDFN if another government disputes this ITRLU.
- I will save harmless the YKDFN Chiefs and Council, Administration, employees and staff from any legal actions, lawsuits or claims that may result from my use of land within YKDFN traditional territory, including the Chief Drygeese Territory.
- Construction of proposed structures will be started within 2 years and completed within 3 years of the date the BCR is approved.
- At no time will the applicant of the ITRLU allow the land use to be used exclusively by, or for the benefit of YKDFN Non-members.

**I further acknowledge and accept that**, at the discretion of YKDFN Chiefs and Council, the BCR and ITRLU may be cancelled, and permanent structures removed without notice, and at my expense, if I should breach any requirements, Terms and Conditions of the BCR, ITRLU or applicable Land Plan. It is understood that lot improvements cannot be removed or sold by me and are not eligible for reimbursement to me by YKDFN Administration of YKDFN Chiefs and Council.

\_\_\_\_\_ **(Initial)** \_\_\_\_\_ **(Date)**

\*I acknowledge that approval of ITRLU for Off-Grid Rights Based activities or land outside an established subdivision are, at your own risk, and may not be eligible for: highway access, hydroelectricity, public works, or community services.

\_\_\_\_\_ **(Initial)** \_\_\_\_\_ **(Date)**





**APPENDIX 3  
RELEASE AND WAIVER OF LIABILITY**

**PLEASE READ CAREFULLY**

**Yellowknives Dene First Nation**

I \_\_\_\_\_ acknowledge that I have received from the Yellowknives Dene First Nation, Inherent Treaty Rights Land Use, for a Treaty and Aboriginal Rights Based Land use activity. The property is located at \_\_\_\_\_ (**Place Name**) and / or \_\_\_\_\_ (coordinates).

I understand that the Inherent Treaty Rights Land Use and any investment I make in the practice of my Treaty and Aboriginal Rights is at my own risk. It is further understood that the land use is outside an established subdivision and that there is no warranty that the site is suitable for the intended Rights based land use and the location is considered outside the serviced area and therefore, may not be eligible for: highway access, hydroelectricity, public works, or community services.

I, \_\_\_\_\_ in consideration of the issuance of the Inherent Treaty Rights Land Use, as well as the execution of this Release and Waiver, hereby on my own behalf and on behalf of my heirs, successors and assigns release the Yellowknives Dene First Nation, its employees, agents or servants of and from all action, claims and demands of every nature or kind at law or pursuant to any statute. I further release the Yellowknives Dene First Nation, its employees, agents, and servants from any and all claims, actions and liability for any damages, losses, or expenses of any kind which I may incur either now or in the future as a result of my occupation of the area.

I, \_\_\_\_\_, further acknowledge that I have read and understand the contents of this Release and Waiver and have been given the full opportunity to discuss it with my legal or other advisor and an signing it freely and voluntarily.

This Release and Waiver of Liability was signed by me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**YKDFN Applicant**

**Witness**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**YKDFN Joint Applicant**

**Witness**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



## APPENDIX 4 INHERENT TREATY RIGHTS LAND USE TERMS AND CONDITIONS

### Yellowknives Dene First Nation

File Number: \_\_\_\_\_

#### **General Conditions**

Rights based or residential land use will be for a set term. An option to renew is available if the Inherent Treaty Rights Land Use (ITRLU) is in good standing and the area is not required for community use.

Construction of proposed structures must start within two years of approval of the BCR and be completed within three years. The applicant is responsible for all costs related to developing the property including the installations of utilities and services, culverts, driveways, site development and survey costs.

Inherent Treaty Rights Land Use is granted ONLY for the purpose applied. Failure to comply with this condition may result in the approval being cancelled.

Any change in land use that is different then that proposed at the time of approval will require that the ITRLU be amended. Amendments to approved ITRLU requires approval of YKDFN Chiefs and Council.

The Applicant shall ensure that the land is always kept in a clean, safe, and orderly manner. ITRLU may be cancelled, at the discretion of YKDFN Chiefs and Council, should the land be determined to contravene the BCR, ITRLU Terms and Conditions, Land Plan, Directives of Chief and Council, or YKDFN Administrative policy.

#### **YKDFN Rights**

The applicant recognizes that the surface land is under the administration of the YKDFN, and that ITRLU only allows use of the surface land for a specified period. YKDFN's ownership or title of the land is not transferred to the applicant, rather YKDFN is granting the applicant possession and use of the land for a set purpose and period.

It is further acknowledged that the approval of a request for Inherent Treaty Rights Land Use provide access to use the surface of the land only. Approval of ITRLU excludes any rights to the sub-surface minerals, resources or substances that may be associated with the property and, for added clarity, includes a prohibition on the removal or extraction of granular materials, topsoil, or sand by the ITRLU applicant.

#### **Criminal Activity and Nuisance**

The applicant agrees that, at the sole discretion of YKDFN Chiefs and Council, where public complaints have been received, or concerns raised, regarding illegal or nuisance the ITRLU may be cancelled, if:

- an investigation has been conducted by a law enforcement agency and it has been determined that the property is or has been used for any criminal activity.

- a written complaint(s) of nuisance has been received by YKDFN Chiefs and Council from the YKDFN membership.
- a YKDFN member unwilling or unable to comply with the BCR, ITRLU Terms and Conditions or Land Plan or other governing requirements established by YKDFN Chiefs and Council.
- If a YKDFN member becomes sentenced and incarcerated, YKDFN Chiefs and Council may at their discretion, cancel any BCR or ITRLU in which the YKDFN member is the sole applicant. In this instance consideration will be given to the nature of the crime prior to a decision. Victimless crimes may be exempt from enforcement action.

In these instances, ITRLU may be considered in breach and subject to immediate cancellation, without notice. Such termination could result in the restoration of land and cost recovery being undertaken by YKDFN at the ITRLU applicants' expense.

### **Indemnity**

The applicant shall, at all times, indemnify and hold harmless the YKDFN Chiefs and Council and its staff against all claims, demands, actions or other legal proceedings made or brought against the YKDFN in relation to the BCR or ITRLU by reason of any action or inaction of the applicant. This indemnity shall survive the termination of this agreement.

### **Easements and Rights of Way**

YKDFN Chiefs and Council may, where it deems necessary, establish easements or rights of way through, under or over any portion of band land to allow for the establishment of any utility or access required by the YKDFN, public utility, or service provider. Every effort will be made to ensure the establishment of easements or rights of way do not unreasonably interfere with the land use or with lot improvements made by the applicant.

### **Road Construction and Ditches**

YKDFN Chiefs and Council may re-enter and occupy any portion of the land for Public Works. All public works approved by YKDFN Chiefs and Council through BCR or Directive for the construction of roads, drainage improvements, or other actions undertaken on behalf of the YKDFN membership will occur without consent of the ITRLU applicant. Any such construction shall not unreasonably interfere with the land use, or any lot improvements made by the applicant.

The applicant understands that YKDFN Chiefs and Council does not provide public works such as: access, garbage pick-up, snow removal, water delivery and sewage pick-up in areas outside the serviced area of the communities.

### **Land Plans**

#### **Approved Plan**

The land use is in a geographic location managed by a land plan approved by the YKDFN Chiefs and Council.

- The requirements of the land plan will guide the land use of the area.

**OR**

- The land use proposal does not meet the requirements of the land plan. For the land use to proceed exemptions to the Land Plan Terms and Conditions are required. Specifically, the land use proposal does not comply with \_\_\_\_\_ section(s).

### No Land Plan

The land use is in a location that does not have a land plan approved by the YKDFN Chiefs and Council.

- Lot dimensions, setbacks from property lines, between proposed structures and to waterbodies will be guided by the physical terrain, the type of land use, and development proposal.

### Public Safety

Except for IRTLUs located outside the YKDFN service area or that is Treaty and Aboriginal Rights based where a Release and Waiver (Appendix 3) has been provided the applicant must guarantee safe access to the permanent structures and land. Permanent structures and lot improvements located on the land by the applicant must always be maintained in a safe condition. The applicant must ensure that the; driveway grade and width, construction material, snow clearing, and any permanent structures are maintained to a standard that allows for the safe and efficient delivery of YKDFN services.

The applicant will ensure appropriate setbacks from waterbodies, sensitive habitat.

- 30 metres is a minimum environmental standard.

In areas where no fire protection services are provided the applicant will provide for a fire separation between permanent structures that have a heat source and sleeping accommodations.

- 12 metres is a minimum public safety standard.

When an ITRLU is eligible to receive delivery of YKDFN public services the driveway access must be maintained to a standard, acceptable to the Department of Public Works and Infrastructure. Services may be suspended without notice when driveway access is not considered suitable for use by YKDFN vehicles.

### Environmental Protection

#### Failure to Comply with Terms and Conditions

The applicant shall accept all relevant government, statutes, and regulations relevant to the land use and any requirements of the YKDFN at all times. The applicant is responsible for any costs or expense incurred with the administration and enforcement of Terms and Conditions, Land Plan, or other requirements of YKDFN Chiefs and Council.

Any adverse environmental condition that may result in issuance of an order, notice or other action that requires the restoration of land be undertaken. Costs and expenses of restoration of land are the sole responsibility of the applicant. Time is of the essence when complying with the environmental statutes, regulations and YKDFN requirements.

#### Habitat Damage

The Applicant shall take all reasonable measures to prevent damage to wildlife and fish habitat during the use and occupation of the area.

#### Garbage Container

The Applicant shall keep all garbage and debris in a secure container until disposal. Examples of a secure container may include: any container inside a permanent structure, a covered metal container, etc.

#### Storage

The ITRLU may not be used for general storage or hoarding of items, vehicles, materials, debris, or any object(s) considered, by YKDFN Chiefs and Council, to be incompatible with the character of the surrounding land.

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use. A land use may be incompatible with the character of the surrounding land use without meeting the definition of Nuisance.

Waste Disposal and Removal

The Applicant shall ensure that the land-use area is always kept clean. The Applicant shall not allow any waste or garbage to spread or run-off to the surrounding lands or watercourses.

Waste Petroleum Disposal

The Applicant shall dispose of all combustible petroleum and chemical waste products at a location certified to receive and dispose of hazardous materials.

Sewage Disposal

The Applicant shall dispose of all sewage and greywater (no less than 30 metres) the Ordinary High-Water Mark of any Watercourse.

**Transfer of Inherent Treaty Rights Land Use**

This agreement may be transferred to another YKDFN member at the discretion of the YKDFN Chiefs and Council. Proof of ownership is required. A Purchase and Sale Agreement or similar agreement between the parties to confirm the transfer of permanent structures must be provided with a request to transfer ITRLU.

**Termination of Agreement**

Prior to the expiry date of the term of this agreement, the Applicant, at their own expense, shall undertake restoration of land to the satisfaction of YKDFN Chiefs and Council. For added clarity the restoration of land is to rectify environmental concerns but does not include replacement of natural vegetation. Lot improvements required to access or develop the site will not be removed and the applicant will not be reimbursed for lot improvements.

**ADDITIONAL TERMS AND CONDITIONS APPENDED TO THIS AGREEMENT VIA APPROVED**

**BAND COUNCIL RESOLUTION # \_\_\_\_\_ YES NO**

**Failure to Comply**

The YKDFN may at anytime cancel the BCR or ITRLU because of a breach of covenant (agreement) or default by the applicant.

Written Notice\* will be provided by YKDFN Chief Executive Officer to the applicant when it intends to cancel the BCR or ITRLU and enter the land to rectify a breach or default with implementation of the Terms and Conditions of the BCR or ITRLU, or other unacceptable condition.

\*The requirement for Written Notice will be considered to be waived when the default in implementation of the Terms and Conditions of the BCR or ITRLU may result in a public health and safety concern or negative environmental impact.

All fees, costs or expenditures incurred by the YKDFN, associated with implementation or enforcement of the BCR, ITRLU and the Terms and Conditions of this agreement will be the responsibility of the applicant. Reasonable fees, costs, or expenditures to be recovered may include legal fees, reimbursement of staff time, equipment rental, contractor / consulting fees, storage charges and penalties.



## APPENDIX 5 LAND ACCESS REQUEST FORM

### Yellowknives Dene First Nation

File Number: \_\_\_\_\_

Governing Statement: It is a Governing Practice of the YKDFN Chiefs and Council of the Yellowknives Dene First Nation (YKDFN) that all land use requires approval, in advance, of the activity occurring.

1. Applicant Information:

Name(s) in Full: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Duration of the Land Access Request: \_\_\_\_\_

3. Describe the proposed land use: (how will the land be used and for how long?)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Location: (attach location map and include coordinates)

\_\_\_\_\_  
\_\_\_\_\_

5. Site Plan: (provide an illustration showing: lot dimensions, location of access and proposed structures in relation to lot boundaries, water bodies.)

\_\_\_\_\_  
\_\_\_\_\_

I hereby acknowledge that this request will be subject to the Terms and Conditions established by the BCR and contained in the LAR Agreement (Appendix 6). I accept that the Terms and Conditions may limit or modify this request for access to land within the Chief Drygeese Territory and may include recovery of the costs associated with site inspections prior to, or post occupancy of the land. I further acknowledge and confirm that the filing of this application does not grant me any rights to occupy or use the land for which I have applied.



I certify that the information I have given in this application is correct, to the best of my knowledge.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Signature of Joint Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Joint Applicant

=====

**OFFICE USE**

**File Number:** \_\_\_\_\_

**Motion / BCR Number:** \_\_\_\_\_

**Application Status:**    Not Approved    Pending    Approved

**Does the land use benefit the YKDFN membership?**                    YES    NO

**Is the area considered IAB land or Dene Titled Land?**                    YES    NO



## APPENDIX 6 LAND ACCESS REQUEST AGREEMENT

### Yellowknives Dene First Nation

File Number: \_\_\_\_\_

This Agreement for the Land Access Request (“the Agreement”) made this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

#### **BETWEEN**

The Yellowknives Dene First Nation

#### **AND**

\_\_\_\_\_  
**INSERT APPLICANTS NAME / Contact Information**  
(Hereinafter called the Applicant(s))

#### **DURATION**

This permission is granted from the period commencing \_\_\_\_\_ and ending \_\_\_\_\_.

#### **STRUCTURES**

No permanent structures will be allowed.

#### **WASTE MANAGEMENT**

##### **Garbage Container**

The Applicant shall keep all garbage and debris in a secure container until disposal. Examples of a secure container may include: any container inside a permanent structure, a covered metal container, etc.

##### **Waste Disposal and Removal**

The Applicant shall ensure that the land use area is always kept clean. The Applicant shall not allow any waste, garbage, or debris to spread to the surrounding lands or run-off into any watercourse.

Prior to the expiry date of the term of this agreement, the Applicant shall, at their own expense, undertake restoration of land to the satisfaction of the YKDFN Chiefs and Council.

**Waste Petroleum Disposal**

The Applicant shall dispose of all combustible petroleum and chemical waste products at a location certified to receive and dispose of hazardous waste.

**Sewage Disposal**

The Applicant shall dispose of all sewage and greywater away from (no less than 30 metres) the Ordinary High-Water Mark of any watercourse.

**HABITAT DAMAGE**

The Applicant shall take all reasonable measures to prevent damage to wildlife and fish habitat during this land use activity.

**PROTECTION OF HISTORICAL, ARCHAEOLOGICAL, AND BURIAL SITES**

The Applicant shall operate in a respectful manner and shall not knowingly remove, disturb, or displace any archaeological specimen or site.

**ADDITIONAL TERMS AND CONDITIONS APPENDED TO THIS AGREEMENT VIA LETTER FROM CHIEF(S) OR APPROVED BAND COUNCIL RESOLUTION # \_\_\_\_\_**

YES    NO

**INDEMNITY**

The applicant covenants and agrees at all times to indemnify and hold harmless the Yellowknives Dene First Nation (YKDFN) against all claims for loss, damage, or injury, demands, actions or other legal proceedings by whomsoever made or brought against the YKDFN by reason of anything done or omitted to be done by the applicant or persons acting on behalf of the applicant. Furthermore, the applicant agrees to pay such costs or expenses, including, but not limited to legal fees incurred that are associated with a suit against the YKDFN for loss, damage, injury, or other legal proceeding. This indemnity shall survive the termination of this agreement.

Non-YKDFN land user should carry adequate liability insurance suitable to protect against all legal actions.

**IMPLEMENTATION EXPENSES**

The applicant agrees to pay expenses incurred by the YKDFN to implement, inspect the land use and enforcement of this agreement.

A site inspection is required: YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, YKDFN and the applicant agree to the following inspections:

- Prior to Commencement of the Land Use:      YES    NO      Date: \_\_\_\_\_
- Duration of the Land Use:                            YES    NO      Date: \_\_\_\_\_
- Post restoration of land:                            YES    NO      Date: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have executed this agreement.

\_\_\_\_\_  
Chief, On behalf of the Yellowknives Dene First Nation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signatory for YKDFN

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature On Behalf of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name of Witness



## APPENDIX 7 PURCHASE AND SALE AGREEMENT

### Yellowknives Dene First Nation

Agreement dated \_\_\_\_\_

**WHEREAS** \_\_\_\_\_ [Name of seller] (“the Seller”) with a current residential address of \_\_\_\_\_ [Seller’s address] was granted a Inherent Treaty Rights Land Use \_\_\_\_\_ [lot description] by YKDFN dated \_\_\_\_\_ [Date Seller received the ITRLU] (“the ITRLU”).

**WHEREAS** the Seller wishes to transfer the ITRLU to \_\_\_\_\_ [buyers name] who is a YKDFN member with a current residential address of \_\_\_\_\_ [buyers address].

**WHEREAS** the Seller has agreed to sell all assets located on the ITRLU lands to the Buyer as set out below if a transfer of the ITRLU is approved by YKDFN.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1.0 Purchase and Sale of Assets.** Subject to the Terms and Conditions set forth herein, at the Closing, the Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller, all of Seller’s right, title, and interest in, to all permanent structures and fixtures located on the ITRLU as of the date of this agreement.

**2.0 Exclusions.** For certainty, this Agreement does not include any rights, title, or interests in the ITRLU itself as such rights, title and interests remain solely with YKDFN.

**3.0 Purchase Price.** The aggregate purchase price for the Purchased Assets shall be \$ \_\_\_\_\_ (the "Purchase Price").

**4.0 Closing.** The closing date of this agreement upon which the transfer is effective, and all consideration must be paid by 4:30pm 7 calendar days following the date upon which the decision to transfer the ITRLU is made by YKDFN (the “Closing Date”). The Purchaser must deliver to the Seller the Purchase Price no later than the Closing Date.

**5.0 Warranty.** The Seller warrants that ownership of the permanent structures will be free and clear of all encumbrances, registrations, and obligations except those implied by law.

**6.0 Possession.** Upon payment of the Purchase Price, the Seller shall provide vacant possession of the ITRLU to the Buyer.

APPENDIX 7 - Page 1 of 2

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

**Seller's Name:** \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Witness Seller ACCEPTANCE**

\_\_\_\_\_  
Signature Print Name

**Buyer's Name:** \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Witness Buyer ACCEPTANCE**

\_\_\_\_\_  
Signature Print Name

**SIGNED AND DATED** at \_\_\_\_\_, Northwest Territories on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.