

THIS AGREEMENT made the 17 day of August, 2016

BETWEEN:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES,
as represented by the Minister of Aboriginal Affairs and Intergovernmental Relations
(hereinafter the "GNWT")

OF THE FIRST PART

-and-

DELINE LAND CORPORATION,
a body corporate, incorporated pursuant to Part II of the *Canada Corporations Act* R.S.C. 1970,
c.C-32 and continued under the *Canada Not-for-profit Corporations Act* S.C. 2009, c.23
(hereinafter the "DLC")

OF THE SECOND PART

WHEREAS the Government of Canada, the GNWT and the Sahtu Dene and Metis of Deline, represented by the DLC and Dene First Nation Band, entered into the Deline Final Self Government Agreement (the "FSGA") on February 18, 2015;

AND WHEREAS under Article 31.11 of the FSGA, the FSGA will come into effect on September 1, 2016 (the "Effective Date") pursuant to:

- i) an order of the Governor-General in Council dated April 22nd, 2016 made under section 43 of the *Deline Final Self Government Agreement Act* S.C. 2015, c.24; and
- ii) an order of the Commissioner of the Northwest Territories dated April 28th, 2016 made under section 20 of the *Deline Final Self Government Agreement Act* S.N.W.T. 2015, c.3;

AND WHEREAS certain amendments to Appendices C1, C2 and C3 of Schedule C of the FSGA are necessary by reason of certain sales and leases of land made pursuant to section 3.3 of Schedule C and the sale, release or change in the nature of interests held by the Northwest Territories Housing Corporation in lands listed under Appendix C3 pursuant to section 3.10 of Schedule C;

AND WHEREAS it is necessary to amend Appendices C1, C2 and C3 prior to the Effective Date to preserve the principle of indefeasibility of title under the *Land Titles Act* S.N.W.T. 1988, c.8 (Supp.) in respect of the lands listed on Appendices C1, C2 and C3, to preserve the good title certain third parties have acquired or may acquire in certain such lands, and to avoid the necessity of transferring any such lands from one party to the other after the Effective Date;

AND WHEREAS the parties agree that certain parcels of land should be listed on Appendix C4 of Schedule C as "Contaminated Sites" for the purposes of Article 4 of Schedule C of the FSGA;

AND WHEREAS amendments to the appendices to Schedule C of the FSGA may be made before the Effective Date by the GNWT and DLC pursuant to section 5.1 of Schedule C;

AND WHEREAS pursuant to Article 30.1 and section 30.3.3 of the FSGA on the Effective Date the Délî'nê Got'î'nê Government (the "DGG") shall be established and the DLC shall cease to exist, and the DGG shall, subject to Article 2.15 of the FSGA, assume all of DLC's rights, titles, obligations and liabilities.

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

1.0 AMENDMENT OF THE APPENDICES

- 1.1 The following lands, which have been leased to the Northwest Territories Housing Corporation, shall be deleted from Appendix C1 and listed on Appendix C3:

Lot 8, Block 34, Plan 3129
 Lot 9, Block 34, Plan 3129
 Lot 45, Block 45, Plan 4347
 Lot 48, Block 45, Plan 4347
 Lot 51, Block 45, Plan 4347

- 1.2 Lot 29, Block 45 Plan 4347, which has been leased to a third party, shall be deleted from Appendix C1 and listed on Appendix C2, subject to Lease L-1400044T.

- 1.3 The following lands, which have been sold to their lessees, shall be deleted from Appendix C2:

Lot 1, Block 43, Plan 3686
 Lot 19, Block 9, Plan 4594

- 1.4 The following lands shall be deleted from Appendix C3 and shall be listed on Appendix C2, together with the leases they are subject to, the registration numbers for which are also set out below beside the legal description for each parcel of land:

Lot 11, Block 16, Plan 2242 L-7282T
 Lot 1, Block 16, Plan 2242 L-18858T
 Lot 2, Block 18, Plan 2242 L-11794T
 Lot 4, Block 18, Plan 2242 L-30045T

- 1.5 The following lands, which have been sold to third parties, shall be deleted from Appendix C3:

Lot 5, Block 41, Plan 3686
Lot 58, Block 45, Plan 4347

- 1.6 The following lands shall be deleted from Appendix C3 and listed on Appendix C1:

Lot 20, Block 5, Plan 4518
Lot 21, Block 3, Plan 4520
Lot 33, Block 7, Plan 4524

- 1.7 The present appendices C1, C2, and C3 shall be deleted from Schedule C of the FSGA and the annexed Appendices C1, C2 and C3, which are amended as set out in sections 1.1 to 1.6 above, shall be substituted therefor.
- 1.8 The present Appendix C4 shall be deleted from Schedule C of the FSGA and the annexed Appendix C4 shall be substituted therefor.

2.0 REPRESENTATIONS AND WARRANTIES OF DLC

- 2.1 DLC represents and warrants that it is a corporation incorporated and validly existing under the laws of Canada and is qualified to carry on its business and hold its property in the Northwest Territories.
- 2.2 DLC shall indemnify and save the GNWT harmless from and against any losses, costs, damages, expenses, claims, demands, liabilities, proceedings, actions or causes of action of any nature or kind brought or prosecuted against the GNWT, its officers, servants or agents, by any third party, based on, arising from or occasioned by any breach of this agreement by DLC.
- 2.3 DLC represents and warrants that pursuant to section 30.3.3 of the FSGA, the DGG shall be the successor to all of DLC's rights and obligations under the terms of this agreement on and after the Effective Date.

3.0 GENERAL

3.1 Time of the Essence

Time shall be of the essence of this agreement.

3.2 Notices

Any notice, waiver, election or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given if personally delivered, sent by registered mail or by electronic or facsimile transmission, addressed to the party to whom the same is given as follows:

In the case of the GNWT:

Government of the Northwest Territories
PO Box 1320
Yellowknife, NT X1A 2L9
Facsimile Number: (867)873-0385

In the case of DLC:

Deline Land Corporation
P.O. Box 156
Deline, NT XOE 0G0
Facsimile Number: (867)589-8101

or such other physical or email address or fax number as either party from time to time advises the other of by notice in writing. Any notice, invoice, demand, waiver, election or other communication shall be deemed to have been received:

- (a) on the date of its delivery, when personally delivered;
- (b) on the fifth business day, when sent by registered mail; and
- (c) on the next business day following its transmission, when delivered by email or fax.

For the purposes of this section "business day" means any day that is not a Saturday, Sunday or statutory holiday in the Northwest Territories.

3.3 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Northwest Territories and the laws of Canada applicable therein.

3.4 Further Assurances

Each of the parties will, on the reasonable request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and the performance of the terms of the agreement.

3.5 Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

3.6 Amendments

No modifications or amendments to this agreement may be made unless agreed to by the parties in writing.

3.7 Waiver

Any condoning, excusing or overlooking by either party of the default, breach or non-observance by the other party at any time or times in respect of any term, covenant, or condition, or any matter contained in the agreement shall not operate as a waiver of any subsequent default, breach or non-observance so as to defeat or affect in any way the rights of any party in respect of any subsequent default, breach or non-observance. No term, covenant or condition shall be deemed to have been waived unless such waiver is in writing and signed on behalf of the party so waiving the same.

3.8 Execution in Counterpart

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

3.9 Delivery

Delivery of this agreement by electronic or facsimile transmission shall constitute valid and effective delivery.

3.10 Survival

The representations, warranties and covenants of the parties hereto contained herein shall survive the completion of the transaction contemplated by this agreement.

3.11 Extended Meanings

In this agreement, words importing gender shall include all genders, words importing the singular include the plural and *vice versa*, and words importing persons, include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and government authorities.

3.12 Headings

The heading of section and subsections of this agreement are inserted for the convenience of reference only and shall not affect the construction or interpretation of the agreement in any way.

3.13 Successors and Assigns

This agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.


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IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

The Government of the Northwest Territories, as represented by the Minister of Aboriginal Affairs and Intergovernmental Relations, himself represented by the Deputy Minister of Aboriginal Affairs and Intergovernmental Relations

Per: _____



 Deputy Minister, Aboriginal Affairs and Intergovernmental Relations

Deline Land Corporation

Per: _____



President

DÉLÎNÉ FINAL SELF-GOVERNMENT
AGREEMENT

APPENDIX "C1"

Lot	Block	Plan
12	2	136
10	5	346
11	5	346
3	1 160	939
Road		2116
Road		2162
4	14	2242
1	15	2242
6	16	2242
10	16	2242
12	16	2242
2	34	3129
3	34	3129
4	34	3129
7	34	3129
Road		3129
6	36	3145
Road		3145
1	38	3172
Road		3172
3	31	3400
Road		3400
18	4	3447
2	37	3683
Road		3683
8	41	3686
3	42	3686
5	42	3686
3	43	3686
1	45	4347
2	45	4347
3	45	4347
4	45	4347
5	45	4347

DÉLÎNÉ FINAL SELF-GOVERNMENT

Lot	Block	Plan
6	45	4347
7	45	4347
8	45	4347
9	45	4347
10	45	4347
11	45	4347
12	45	4347
13	45	4347
14	45	4347
15	45	4347
16	45	4347
17	45	4347
18	45	4347
19	45	4347
20	45	4347
21	45	4347
22	45	4347
23	45	4347
24	45	4347
25	45	4347
26	45	4347
27	45	4347
28	45	4347
30	45	4347
31	45	4347
32	45	4347
33	45	4347
34	45	4347
35	45	4347
36	45	4347
37	45	4347
38	45	4347
39	45	4347
40	45	4347
41	45	4347
42	45	4347
43	45	4347

DÉLÎNE FINAL SELF-GOVERNMENT

Lot	Block	Plan
44	45	4347
49	45	4347
50	45	4347
52	45	4347
53	45	4347
54	45	4347
55	45	4347
56	45	4347
57	45	4347
59	45	4347
60	45	4347
R1		4347
R2		4347
R3		4347
R4		4347
R5		4347
R6		4347
R7		4347
R8		4347
R9		4347
8	11	4511
Road		4511
23	8	4512
R26		4512
R27		4512
R28		4512
6	42	4513
20	4	4516
R14		4516
R15		4516
R16		4516
18	5	4518
19	5	4518
20	5	4518
22	5	4518
23	5	4518

DÉLÎNÉ FINAL SELF-GOVERNMENT

Lot	Block	Plan
26	5	4518
R18		4518
R19		4518
R20		4518
R21		4518
21	3	4520
25	3	4520
R10		4520
R11		4520
R12		4520
R13		4520
R22		4523
31	7	4524
33	7	4524
35	7	4524
R23		4524
R24		4524
R25		4524
17	9	4594
18	9	4594
R29		4594
R30		4594
1	46	4596

DÉLÎNÉ FINAL SELF-GOVERNMENT

APPENDIX "C2"

Lot	Block	Plan	Lease
11	2	136	4940
9	14	2242	L-8250T
10	14	2242	L-9834T
11	16	2242	L-7282T
2	15	2242	L-10535T
3	15	2242	L-8028T
5	15	2242	L-30475T
1	16	2242	L-18858T
2	16	2242	L-10536T
3	16	2242	L-10537T
4	16	2242	L-9790T
7	16	2242	L-30295T
8	16	2242	L-7758T
9	16	2242	L-8037T
2	18	2242	L-11794T
4	18	2242	L-30045T
1	19	2430	L-10866T
2	33	3129	L-0850233T
2	35	3129	L-30017T
1	36	3145	L-10839T
4	36	3145	L-5893T
1	31	3400	CL-1000028T
2	31	3400	L-6498T
7	1	3686	L-0950074T
1	41	3686	L-0950013T
2	41	3686	L-18520T
4	41	3686	L-0950013T
6	41	3686	L-12129T
1	44	3686	L-5301T
29	45	4347	L-1400044T
47	45	4347	L-18449T
20	8	4512	L-1000010T
26	8	4512	5098
22	4	4516	96G/3-40-9
23	4	4516	L-1000032T
17	5	4518	EL-13119T
24	5	4518	EL-1200011T
25	5	4518	L-1000025T

DÉLÎNÉ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan	Lease
22	3	4520	5115
23	3	4520	5171
24	3	4520	96 G/3-22-3
30	3	4520	L-30662T
32	7	4524	L-0950015T
34	7	4524	L-0950014T
36	7	4524	L-1000052T

the lands encompassed by that
sketch prepared by the Department
of Municipal and Community Affairs
of the GNWT numbered 303-SK-083

Application to lease

the lands encompassed by that
sketch prepared by the Department
of Municipal and Community Affairs
of the GNWT numbered 303-SK-00335

CL-0950138T

DÉLÎNÉ FINAL SELF-GOVERNMENT AGREEMENT

APPENDIX "C3"

Lot	Block	Plan
5	2	346
6	2	346
7	2	346
8	2	346
3	6	346
4	6	346
5	6	346
6	6	346
11	6	346
12	6	346
13	4	1024
2	12	2116
3	12	2116
4	12	2116
5	12	2116
6	12	2116
7	12	2116
8	12	2116
9	12	2116
1	13	2116
2	13	2116
3	13	2116
4	13	2116
7	14	2242
8	14	2242
4	15	2242
5	16	2242
1	18	2242
6	18	2242
1	32	3126
1	33	3129
3	33	3129
4	33	3129

DÉLÎNÉ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan
5	33	3129
6	33	3129
9	33	3129
10	33	3129
11	33	3129
12	33	3129
1	34	3129
5	34	3129
6	34	3129
8	34	3129
9	34	3129
10	34	3129
1	35	3129
2	36	3145
5	36	3145
1	37	3172
11	40	3400
12	12	3545
13	12	3545
2	25	3599
Road		3599
1	39	3600
19	7	3682
20	7	3682
3	41	3686
2	42	3686
4	43	3686
5	43	3686
45	45	4347
46	45	4347
48	45	4347
51	45	4347
16	33	4509
17	33	4509
21	8	4512
22	8	4512
24	8	4512
25	8	4512
27	8	4512
28	8	4512
29	8	4512

DÉLÎNÉ FINAL SELF-GOVERNMENT AGREEMENT

Lot	Block	Plan
30	8	4512
31	8	4512
32	8	4512
33	8	4512
7	42	4513
2	30	4515
3	30	4515
21	4	4516
R31		4519
20	3	4520
26	3	4520
27	3	4520
28	3	4520
29	3	4520
21	7	4524
22	7	4524
23	7	4524
24	7	4524
25	7	4524
26	7	4524
27	7	4524
28	7	4524
29	7	4524
30	7	4524
37	7	4524
10	9	4594
11	9	4594
12	9	4594
13	9	4594
14	9	4594
15	9	4594
16	9	4594
20	9	4594

DÉLÎNÉ FINAL SELF-GOVERNMENT AGREEMENT

APPENDIX "C4"

CONTAMINATED SITES

- 1) Areas lying within the following lots and roads related to the abandoned Community Resupply Fuel Pipeline.

Lot	Block	Plan
11	2	136
12	2	136
5	42	3686
Road		136
Road		346
Road		2056
Road		4511
R30		4594

AFFIDAVIT OF EXECUTION

CANADA)	I, Buddy Williams
)	
NORTHWEST TERRITORIES)	of the City of Yellowknife
)	
TO WIT:)	in the Northwest Territories
)	
)	MAKE OATH AND SAY:

1. **THAT** I am an Implementation Advisor for the Department of Aboriginal Affairs and Intergovernmental Relations of the Government of the Northwest Territories.
2. **THAT** I was personally present and did see Shaleen Woodward, the person named in the attached instrument as the acting Deputy Minister of Aboriginal Affairs and Intergovernmental Relations of the Government of the Northwest Territories, who is personally known to me, sign the instrument, being an agreement between the Government of the Northwest Territories and the Deline Land Corporation dated August 17, 2016, for the purposes named in it.
3. **THAT** the same was executed by Shaleen Woodward at the City of Yellowknife, in the Northwest Territories.
3. **THAT** I know the said Shaleen Woodward and she is in my belief of the full age of nineteen (19) years.

SWORN BEFORE ME at the
City of Yellowknife,
in the Northwest Territories
this 22nd of August, A.D. 2016.



Ian Blackstock

A Notary Public in and for the
Northwest Territories.
My commission does not expire,
being a Barrister and Solicitor entitled to
practice law in the Northwest Territories.


Buddy Williams