

10 # 65

**AN AGREEMENT RESPECTING TRANSFER OF A PORTION
OF THE ALASKA HIGHWAY PROGRAM FROM THE
GOVERNMENT OF CANADA TO THE GOVERNMENT OF THE YUKON**

This Transfer Agreement made as of this thirty first day of March, 1992.

BETWEEN: The Government of Canada, represented herein by the Minister of Public Works and the Minister of Indian Affairs and Northern Development. (hereinafter referred to as "Canada"),

AND: The Government of the Yukon Territory represented herein by the Minister of Community and Transportation Services (hereinafter referred to as "the Yukon").

WHEREAS Canada desires to transfer and the Yukon desires to accept responsibility for the Operation and Maintenance and Reconstruction of that portion of the Alaska Highway lying between Watson Lake, Yukon Territory and Haines Junction, Yukon Territory, as more particularly described herein;

AND WHEREAS Canada also desires to transfer and the Yukon desires to accept responsibility for the Operation and Maintenance of that portion of the Alaska Highway lying north of Haines Junction, Yukon Territory and that portion of the Haines Road lying within Canada, as more particularly described herein;

AND WHEREAS the parties intend that this transfer shall be consistent with comprehensive land claims agreements in effect or subsequently ratified by Canada and the Yukon;

AND WHEREAS the parties recognize the historical involvement of Canada's Department of Public Works in the operation, maintenance, repair and reconstruction of the Alaska Highway dating from P.C. 1964-384 of March 12, 1964;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1.0 DEFINITIONS

In this Transfer Agreement, the following words shall have the following meanings:

1.1 "ALASKA HIGHWAY" means the Shakwak Section, Shakwak Section Associated Infrastructure, Watson Lake to Haines Junction Section and Watson Lake to Haines Junction Associated Infrastructure all as hereinafter described;

- 1.2 "ANNUAL POPULATION ADJUSTED GROSS EXPENDITURE ESCALATOR" means the annual population adjusted gross expenditure escalator as defined in the Formula Financing Agreement;
- 1.3 "FORMULA FINANCING AGREEMENT" means the Memorandum of Agreement in effect as of April 1, 1990 and dated the 15th day of May, 1991 between the Government of Canada and the Government of the Yukon, or by any successor agreement governing the financial arrangements between Canada and the Yukon, that may replace the Formula Financing Agreement;
- 1.4 "GROSS EXPENDITURE BASE" has the meaning assigned to it in the Formula Financing Agreement;
- 1.5 "OPERATION AND MAINTENANCE" means the regular maintenance activities necessary to maintain the road in a reasonable state of repair, and includes surface grading and repairs, snow removal, sanding, controlling, glaciation, resurfacing with crushed aggregates, application of dust palliative and non-structural surface treatments, repair and replacement of culverts and multiplates, bridge repairs including painting and minor strengthening, brush clearing, replacement and repair of guide rails, repair and replacement of traffic control and warning signs, line painting, collection and disposal of litter, cleaning and minor improvement of ditches, repairing washouts, regrading through slides, rock scaling and maintenance of stabilization measures, and shall include the operation and maintenance of buildings necessary for maintenance operations;
- 1.6 "TRANSFER DATE" means April 1, 1992;
- 1.7 "RECONSTRUCTION" shall mean:
- a) the establishment, development and approval of criteria and standards for highway design and categorization;
 - b) program planning which includes such activities as preliminary engineering, design and preparation of plans and specifications for Reconstruction;
 - c) work performed on the Watson Lake to Haines Junction Section or Watson Lake to Haines Junction Associated Infrastructure to bring the Watson Lake to Haines Junction Section or the Watson Lake to Haines Junction Infrastructure to the prevailing design standard;
 - d) the major repair, rehabilitation and replacement of the Watson Lake to Haines Junction Section and Watson Lake to Haines Junction Associated Infrastructure;

- e) implementation of projects, including such activities as tendering and construction management, arising from programs for Reconstruction;
- 1.8 "SHAKWAK AGREEMENT" means the exchange of notes between Canada and the United States of America dated February 11, 1977, regarding the Alaska Highway, also known as the Shakwak Agreement;
- 1.9 "SHAKWAK ASSOCIATED INFRASTRUCTURE" means any bridge forming part of the Shakwak Section and any equipment or structure incidental to or supporting the said Section highway or bridges;
- 1.10 "SHAKWAK SECTION" means that portion of the Alaska Highway and Haines Road more particularly described in the attached Schedule "A" forming part hereof and shall be deemed to include land, including the right-of-way, used or surveyed for use as a public highway.
- 1.11 "WATSON LAKE TO HAINES JUNCTION ASSOCIATED INFRASTRUCTURE" means any bridge forming part of the Watson Lake to Haines Junction Section and any equipment or structure incidental to or supporting the said Section or bridges;
- 1.12 "WATSON LAKE TO HAINES JUNCTION SECTION" means that portion of the Alaska Highway more particularly described in the attached schedule "B" forming part hereof and shall be deemed to include land, including the right-of-way, used or surveyed for use as a public highway.

2.0 RESPONSIBILITIES

2.1 Operation and Maintenance

The Yukon shall assume full responsibility for the Operation and Maintenance and funding for the Operation and Maintenance of the Alaska Highway upon the Transfer Date.

2.2 Reconstruction

The Yukon shall assume full responsibility for the Reconstruction and funding for the Reconstruction of the Watson Lake to Haines Junction Section and Watson Lake to Haines Junction Associated Infrastructure upon the Transfer Date.

2.3 Shakwak Obligations

The Yukon agrees to comply with the terms and conditions of the Shakwak Agreement in the performance of its Operation and Maintenance responsibilities.

3.0 FINANCIAL PROVISIONS

3.1 Base Funding Adjustment

In consideration of the responsibilities to be transferred from Canada to the Yukon by this agreement, Canada agrees to provide base funding adjustments under the Formula Financing Agreement, as follows:

- i) Canada agrees to provide a base funding adjustment in 1992/93, in the amount of \$23,010,000.00 consisting of \$22,880,000.00 from Public Works Canada and \$130,000.00 in revenues and recoveries subject to offset pursuant to sub-clause 3.1(ii) which monies are acknowledged by the parties to include Yukon's associated central administration overheads. This total amount will be added to the 1992/93 Yukon Gross Expenditure Base before the Gross Expenditure Base has been escalated by the 1992/93 Annual Population Adjusted Gross Expenditure (PAGE) Escalator in the manner set out in the Formula Financing Agreement;
- ii) subject to clause 3.1(iii), current revenues or recoveries generated by the transfer of the Alaska Highway Program will be considered as "Adjusted Hypothetical Own Revenues and Own Recoveries" for the purpose of the Formula Financing Agreement with Canada. These revenues will be subject to the application of the "Tax Effort Adjustment Factor" as well as the "Cumulative Tax Effort Keep-up Factor". New revenues or recoveries will be governed by the provisions of the Formula Financing Agreement; and
- iii) revenues from Sa-Dena-Hes bulk haul fees, pursuant to the agreement dated December 11, 1991, or any successor agreement, shall be excluded from Formula Financing Agreement Eligible Revenues.

3.2 Non-Renewal of Formula Financing Agreement

The parties agree that if the Formula Financing Agreement is not renewed, the application of the base funding adjustment provisions shall be dealt with in and governed by the provisions of any subsequent financial agreement between Canada and the Yukon that may replace the Formula Financing Agreement.

3.3 Contribution Agreement

The parties agree that there will be a separate contribution agreement regarding Reconstruction of the Alaska Highway from Watson Lake to Whitehorse between the Department of Public Works and the Yukon in the sum of twenty million dollars (\$20,000,000.00), to be disbursed in accordance with the terms and conditions of that agreement.

3.4 Shakwak Reconstruction Funding

Canada agrees to continue to use its best efforts to secure the funding to reconstruct the Shakwak Section and Shakwak Associated Infrastructure, which best efforts shall include the designation of an official to ensure those best efforts and to promote, consult and monitor the status of the Shakwak Agreement.

3.5 Shakwak Operation and Maintenance Funding

It is the mutual expectation of the parties that funding for reconstruction of the Shakwak Section and Shakwak Associated Infrastructure will be forthcoming within the next five years pursuant to the Shakwak Agreement. In the event the matter of funding is not resolved such that funds originally contemplated pursuant to the Shakwak Agreement are not approved by the appropriate governments for expenditure on or before April 1, 1997, Canada undertakes to exercise its best efforts to identify additional operation and maintenance funding for the Shakwak Section and Shakwak Associated Infrastructure which it is recognized will be required in the event further funds are not forthcoming pursuant to the Shakwak Agreement.

3.6 New Initiatives and Unforeseen Events

Funding for new federal initiatives and unforeseen events that create new responsibilities for the Yukon with respect to the Alaska Highway will be addressed through provisions contained in the Formula Financing Agreement.

3.7 Other Federal Programs

Nothing in this agreement shall preclude the Yukon from being eligible for participation in any federal programs applicable to roads, inclusive of their financial benefits, which may be available in accordance with program criteria, from time to time.

4. LAND

- 4.1 Canada shall, by Order-in-Council, transfer the administration and control of the lands described in Part 1 of Schedule "B", saving, excepting and reserving therefrom all mines and minerals, whether solid, liquid or gaseous and the right to work the same, to the Yukon within six (6) months of the Transfer Date.
- 4.2 With respect to the lands described in Part 2 of Schedule "B" and designated "Right of Way", the Yukon shall prepare at its expense legal surveys of these lands under instructions from the Surveyor General of Canada, which shall result in a corridor the wider of ninety metres from one side to the other or ten metres beyond the tops of the cuts and the toes of the fills, such legal surveys to be in a form suitable for deposit as plans in the Land Titles Office of the Yukon.
- 4.3 With respect to the lands described in Parts 2 and 3 of Schedule "B" and designated "Gravel Pits, Borrow Pits and Quarries" the Yukon shall prepare, at its expense, a metes and bounds description suitable for registration in the Land Titles Office of the Yukon.
- 4.4 With respect to the lands described in Part 2 of Schedule "B" and designated "Bridgeheads" or "Miscellaneous" the Yukon shall prepare, at its expense, legal surveys in a form suitable for deposit as plans in the Land Titles Office of the Yukon.
- 4.5 Following completion of legal surveys of the lands described in clauses 4.2 and 4.4, or in the case of the lands described in clause 4.3, completion of the metes and bounds descriptions, Canada shall, by Order-in-Council, transfer the administration and control of all such lands, saving, excepting and reserving therefrom all mines and minerals, whether solid, liquid or gaseous and the right to work the same, to the Yukon within six (6) months of the completion of the last survey or legal description, or once annually following the first anniversary of this agreement, with respect to those surveys and legal descriptions then completed, unless otherwise agreed to by the parties.
- 4.6 If the Yukon requires additional lands for the reconstruction of the Alaska Highway, the Yukon may, by notice to Canada, request that Canada take the necessary steps to transfer the administration and control of these additional lands to the Yukon. Canada shall consider requests by the Yukon for the transfer to the Yukon of such additional lands for which Canada has the administration and control and shall not unreasonably withhold its consent to such requests. Any legal-surveys or legal descriptions necessary to describe such additional lands shall be prepared by the Yukon at its expense.

- 4.7 Canada shall transfer to the Yukon the reserves (being lands reserved by notation on the Land Record of the Northern Affairs Program) presently held by the Department of Public Works and set out in Schedule "C" by changing the notations on the Land Record of the Northern Affairs Program from the Department of Public Works to the Yukon and the lands so reserved shall be managed and used by the Yukon for the benefit of the Alaska Highway.
- 4.8 If the Yukon requires additional lands for the maintenance of the Alaska Highway, the Yukon may, by notice to Canada, request that Canada reserve such lands by notation on the Land Record of the Northern Affairs Program. Canada shall consider requests by the Yukon for the notation of such additional lands for which Canada has the administration and control and Canada shall not unreasonably withhold its consent to such requests.
- 4.9 Subject to clause 4.10, if the Yukon requires the administration and control of any of the reserves set out in Part 2 of Schedule "C" or created pursuant to clause 4.8, the Yukon shall, at its expense, prepare the necessary legal survey or legal description of the land so required and
- a) with respect to those reserves that are not situate within lands withdrawn from disposal for the purpose of facilitating the settlement of native land claims, Canada shall, by Order-in-Council, transfer the administration and control of these reserves to the Yukon within a reasonable time of the completion of the legal survey or legal description; and
 - b) with respect to those reserves that are situate within lands withdrawn from disposal for the purpose of facilitating the settlement of native land claims, after the ratification of any Yukon First Nation Final Agreement, and the enactment of corresponding Settlement Legislation, Canada, under the authority of an Order-in-Council, shall transfer to the Commissioner of the Yukon, the administration and control of any of the reserves set out in Part 2 of Schedule "C" or created pursuant to clause 4.8 in that Yukon First Nation's Traditional Territory which are not situate within Settlement Land.

The terms "Yukon First Nation Final Agreement", "Settlement Legislation", "Yukon First Nation", "Traditional Territory" and "Settlement Land" have the same meaning as contained in the Comprehensive Land Claim Umbrella Final Agreement between the Government of Canada, the Council for Yukon Indians and the Government of the Yukon dated November 23, 1991.

- 4.10 In order for the Yukon to obtain administration and control of Gravel Pits, Borrow Pits and Quarries, the parties agree that the Yukon shall confirm to Canada's reasonable satisfaction that the Yukon requires the pit or quarry for more than five (5) years.
- 4.11 If any portion of the Alaska Highway is no longer required for highway purposes, the Yukon agrees to close that portion of the Alaska Highway and shall notify Canada of such closure. If Canada requests a transfer of the said closed portion of the Alaska Highway within six (6) months of receipt of notice of closure, the Yukon shall undertake such acts and execute such documentation to effect a transfer to Canada, at no cost to Canada.
- 4.12 The parties agree that Canada's obligations pursuant to this provision in respect of that portion of the Watson Lake to Haines Junction Section in British Columbia will be satisfied by the terms of an agreement, between Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of the Province of British Columbia in respect of the B.C. portion of the Watson Lake to Haines Junction Section ("the Canada/B.C. Agreement") and the terms of an Agreement between Her Majesty the Queen in Right of Canada and the Government of the Yukon in respect of the B.C. portion of the Watson Lake to Haines Junction Section ("the Canada/Yukon Agreement"), which agreements provide for the transfer of administration and control to Canada and acceptance of reconstruction, operation and maintenance responsibilities by the Yukon. Canada undertakes to attempt to renew the Canada/B.C. Agreement upon expiry of the term of that agreement and if that agreement is renewed, Canada and the Yukon shall renew the Canada/Yukon Agreement.
- 4.13 The parties agree that Canada's obligations pursuant to this provision in respect of that portion of the Shakwak Section in British Columbia will be satisfied by the terms of an agreement, between Her Majesty the Queen in Right of Canada and her Majesty the Queen in Right of the Province of British Columbia in respect of the B.C. portion of the Shakwak Section ("the Canada/BC Agreement") and the terms of an Agreement between Her Majesty the Queen in Right of Canada and the Government of the Yukon in respect to the B.C. portion of the Shakwak Section ("the Canada/Yukon Agreement") which agreements provide for the transfer of administration and control to Canada and acceptance of reconstruction, operation and maintenance responsibilities by the Yukon. Canada undertakes to attempt to renew the Canada/B.C. Agreement upon expiry of the term of that agreement and if that agreement is renewed, Canada and the Yukon shall renew the Canada/Yukon Agreement.
- 4.14 Canada agrees to manage the Shakwak Section and Shakwak Associated Infrastructure in a manner consistent with the efficient and cost effective operation and maintenance of such assets.

4.15 Canada agrees to manage and maintain federal lands adjacent to the Shakwak Section, and in particular, creeks and streams situate thereupon, in a manner which minimizes, to the extent reasonably possible, conditions which may detract from the efficient and cost effective operation and maintenance of the Shakwak Section.

5.0 TRANSFER OF ASSETS, CONTRACTS, LICENCES AND PERMITS

5.1 Canada shall transfer to the Yukon by authorization of an Order-in-Council, made pursuant to Section 61 of the Financial Administration Act, on an "as is, where is" basis, at no cost, the assets being public property, listed on Schedule "D", attached hereto.

5.2 The Yukon shall, within thirty (30) days after the Transfer Date, inspect and acknowledge receipt, in writing, of the items referred to in Schedule "D", failing which the Yukon shall be deemed to have received all the property described therein.

5.3 Canada shall, except as otherwise agreed in writing between the parties, assign to the Yukon all contracts entered into by Canada with respect to the portion of the Alaska Highway program the subject of this Transfer Agreement and not fully performed as of the Transfer Date. Canada shall obtain any consents required with respect to such assignments.

5.4 Canada shall, except as otherwise agreed in writing between the parties, transfer or provide replacements of all licences and permits, in accordance with the terms and conditions of the licences and permits, existing as of the Transfer Date that are held by the Department of Public Works and required for the portion of the Alaska Highway program the subject of this Transfer Agreement subsequent to the Transfer Date.

6.0 FILES AND RECORDS

Canada agrees to provide the Yukon all files, records, hard copy and/or electronic records, and any other data storage media in the custody of the Department of Public Works which pertain exclusively to the Alaska Highway and a copy of the relevant portions of all files, records, hard copy and/or electronic records and any other data storage media in the custody of the Department of Public Works which pertain in part to the Alaska Highway, subject to the provisions of the Public Archives Act, R.S.C., 1985, c.P-27 and the Privacy Act, R.S.C. 1985, c.P-21.

7.0 ENVIRONMENTAL REVIEW

The parties agree that, to the extent reasonably possible, they shall, after the Transfer Date, encourage a coordinated approach to environmental reviews required with respect to the Alaska Highway program, including, where applicable, consolidated hearings.

8.0 HUMAN RESOURCES

8.1 The Yukon agrees that all federal public servants appointed pursuant to the Public Service Employment Act and agreed by the parties to be affected by this transfer will be offered positions by the Yukon with similar compensation and benefits. This offer will remain open to the employees for a period of six (6) months and the parties agree to exercise their best efforts to ensure a smooth transition for the employees.

9.0 INDEMNIFICATION

9.1 The Yukon shall indemnify and save harmless Canada from and against and be responsible for all liabilities, claims, demands, actions, suits or other legal proceedings (collectively referred to as "claims" hereafter) by whomsoever made or brought against Canada by reason or arising from:

- a) any acts or omissions of the Yukon after the Transfer Date as a result of the entry into this Agreement and the transfer contemplated herein, and
- b) the use, occupation, possession, control and operation of the various buildings, facilities and other structures and their maintenance after the Transfer Date.

9.2 The Yukon shall pay to Canada the amount of any loss or damage which may be suffered or sustained by Canada by reason of or arising out of any of the matters or things referred to in clause 9.1.

9.3 Canada shall indemnify and save harmless the Yukon from and against and be responsible for all liabilities, claims, demands, actions, suits or other legal proceedings (collectively referred to as claims hereafter) by whomever made or brought against the Yukon by reason of or arising from:

- a) any acts or omissions of Canada prior to the Transfer Date in respect to the operation and administration of the Alaska Highway Program prior to the Transfer Date;

- b) the use, occupation, possession, control and operation of the various buildings, facilities and other structures and their maintenance prior to the Transfer Date.
- 9.4 Canada shall pay to the Yukon the amount of any loss or damages which may be suffered or sustained by the Yukon by reason of or arising out of any of the matters or things referred to in clause 9.3.
- 9.5 Upon either party ("the Indemnified Party") receiving notice in writing of any claim, demand or proceeding ("Claim"), which would give the Party the right to make a claim against the other Party ("the Indemnifying Party") under clause 9.1 or 9.3, the Indemnified Party shall promptly notify the Indemnifying Party in writing of the Claim.
- 9.6 The Indemnifying Party shall have the right, and obligation, to defend any such Claim and commence, continue and conclude any legal proceedings, appeals, hearings, arbitrations, negotiations or settlements ("Proceedings") as may be reasonably required for such purposes. The rights of the Indemnifying Party under this Article 9 shall be subject to:
- a) The Indemnifying Party keeping the Indemnified Party promptly advised of the details of the progress of any such Claim and the Proceedings;
 - b) The Indemnifying Party conducting the Proceedings on behalf of the Indemnified Party, prudently and with diligence;
 - c) The Indemnifying Party advising the Indemnified Party in writing of any proposed Claim settlement prior to concluding any such settlement;
 - d) In the event the Indemnified Party does not approve or concur in the conduct or carriage of the Proceedings by the Indemnifying Party, then the Indemnified Party may instruct the Indemnifying Party in writing to relinquish its rights to the conduct and carriage of all such Proceedings, whereupon the Indemnified Party shall assume full rights to, and full responsibility for, the Proceedings. The Indemnifying Party's liability under the indemnity hereunder shall not extend to any cost, expenses, damages or judgements incurred after the date the responsibility for the Proceedings is assumed as contemplated herein and such indemnity, and the Indemnifying Party's obligations hereunder, shall thereupon terminate.
- 9.7 The Indemnified Party shall cooperate with the Indemnifying Party to the fullest extent in respect of the Proceedings, including keeping the Indemnifying Party promptly and fully informed of any matters relating to any such Claims. The Indemnified Party shall have the right to be closely consulted by the Indemnifying

Party in respect of the Proceedings and the Identified Party Counsel in the Proceedings, subject always to the Indemnifying Party having the ultimate conduct of the Proceedings.

- 9.8 The indemnity of the Indemnifying Party under this Article 9 shall extend to and include all costs, expenses (including all legal fees and disbursements as between a solicitor and his own client and including all reasonable and customary internal manpower and overhead costs), damages or judgements incurred or sustained by the Indemnified Party as a result of the Proceedings described in this Article.
- 9.9 The Yukon agrees that, where it has assumed possession or control of property or assets prior to the Transfer Date, its obligations pursuant to clause 9.1. in respect of the property or assets shall commence upon the date of its assumption of possession or control and that Canada's obligations pursuant to clause 9.3. in respect of the assets or property shall cease as of the same date.

10.0 GENERAL

10.1 Members of the House of Commons

No Member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or to any benefit not enjoyed by any other member of the public which may arise therefrom.

10.2 Execution of Ancillary Documents

- a) The parties agree that, at the request of Canada, the Yukon will execute and delivery to Canada any instrument or document or will do anything that may be necessary to carry out its obligations under this Agreement or to complete any transaction contemplated by this Agreement.
- b) The parties agree that, at the request of the Yukon, Canada will execute and deliver to the Yukon any instrument or document or will do anything that may be necessary to carry out its obligations under this Agreement or to complete any transaction contemplated by this agreement.

10.3 Entire Agreement

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, oral or written, of the parties, and there are no warranties, representations or agreements among the

10.4 Appropriation

Notwithstanding any other clause in this Agreement respecting the payment of any money by Canada, payment hereunder is subject to there being an appropriation for the fiscal year in which any payment provided for herein would become due, as provided for in Section 40 of the Financial Administration Act, R.S.C. 1985, c.P-11.

10.5 Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein.

10.6 Amendments and Waivers

No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions hereof shall be deemed or constitute a waiver of any other provision nor shall such waiver constitute a continuing waiver, unless expressly provided.

10.7 Headings

Headings used in this Agreement are for convenience only and shall not be considered in the interpretation of this Agreement.

10.8 Time

Time shall be of the essence of this Agreement and the transactions contemplated herein.

10.9 Execution in Counterpart

This Agreement and any amendments may be executed in counterpart and when each party has executed a counterpart, all counterparts taken together shall constitute one agreement.

10.10 Coming into Force

Except as otherwise provided herein, this Agreement shall come into force on April 1, 1992.

10.11 Notices

Any notice given pursuant to this Agreement shall be made in writing and shall be effectively given and sent by registered mail, telegram, telex or other similar means of electronic communication to the appropriate address set out below:

if to Canada: The Assistant Deputy Minister Accommodation
Public Works Canada
Sir Charles Tupper Building
Confederation Heights
Riverside Drive
Ottawa, Ontario
K1A 0M2

and

The Senior Assistant Deputy Minister
Claims and Northern Program
Indian Affairs & Northern Development
Les Terrasses de la Chaudiere
Ottawa, Ontario
K1A 0H4

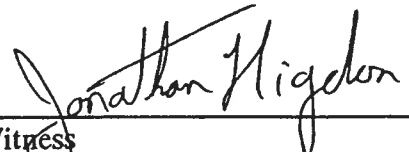
if to the Yukon: The Deputy Minister
Department of Community and Transportation Services
Government of the Yukon
Whitehorse, Yukon
Y1A 2C6


Such notice shall be deemed to have been received fifteen (15) days after mailing if sent by registered mail, and the following business day if sent by electronic communications.


IN WITNESS HEREOF the parties hereto have executed this Transfer Agreement the day and year first above written.

Signed, sealed and delivered
by Canada



Minister of Public Works

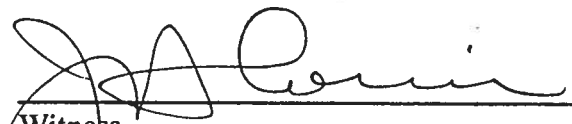

Witness


Minister of Indian Affairs
and Northern Development


Witness

Signed, sealed and delivered
by the Yukon


Minister of Community and
Transportation Services


Witness