

**THIS COMPREHENSIVE FOREBAY AGREEMENT AMONG**

**MOSAKAHIKEN CREE NATION**  
as represented by the Chief and Council.

OF THE FIRST PART,

- and -

**HER MAJESTY THE QUEEN**  
**IN RIGHT OF THE PROVINCE OF MANITOBA**  
as represented by The Minister of Conservation,

OF THE SECOND PART,

- and -

**THE MANITOBA HYDRO-ELECTRIC BOARD.**

OF THE THIRD PART



## PART IV: NEW LAND ARRANGEMENTS

### ARTICLE 4

#### EXCHANGE LANDS

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## PART IV: NEW LAND ARRANGEMENTS

### ARTICLE 4

#### 4.0 EXCHANGE LANDS

#### 4.1 INTRODUCTION

##### 4.1.1 Introduction.

Article 4 provides for the completion of the transfer from **Manitoba** to **Canada** of the administration and control of the **Exchange Lands** which have been, or are intended to be, set apart by **Canada** as **Reserve**, in satisfaction of the commitment in the **1962 Arrangements** to exchange two acres of **Exchange Lands** for each acre of **Project Lands**.

#### 4.2 DESCRIPTION OF EXCHANGE LANDS

##### 4.2.1 Description of Exchange Lands.

The **Exchange Lands** are described in Schedule 4.1 and consist of the following:

- (a) lands for which administration and control has previously been transferred by **Manitoba** to **Canada**, which have been set apart as **Reserve**, and that are described in Part 1 of Schedule 4.1;
- (b) lands for which administration and control has previously been transferred by **Manitoba** to **Canada** but which have not been set apart as **Reserve** as of the **Date of this Agreement**, and that are described in Part 2 of Schedule 4.1; and
- (c) lands for which administration and control has been agreed by **Mosakahiken** and **Manitoba** to be transferred to **Canada** but which have not been transferred by **Manitoba** to **Canada** or set apart as **Reserve** as of the **Date of this Agreement**, and that are described in Part 3 of Schedule 4.1.

#### 4.3 LANDS PREVIOUSLY TRANSFERRED TO CANADA AND SET APART AS RESERVE

##### 4.3.1 Transfers Previously Completed and Lands Set Apart as Reserve.

**Manitoba** and **Mosakahiken** recognize that:

- (a) pursuant to Manitoba Order in Council No. 664/70, dated July 13, 1970, the administration and control of the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.1 "Crossing Bay I.R. 31G" and depicted on Map 4.1.1



has previously been transferred by **Manitoba** to **Canada**, and pursuant to Privy Council Order No. 1971-990, dated May 25, 1971, that parcel of **Exchange Lands** has been set apart as **Reserve**; and

- (b) pursuant to Manitoba Orders in Council No. 1356/75, dated October 29, 1975, and No. 991/76, dated September 8, 1976, the administration and control of the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.2 "Little Limestone I.R. 31J" and depicted on Map 4.1.2 has previously been transferred by **Manitoba** to **Canada** and pursuant to Privy Council Order No. 1977-506, dated March 3, 1977, that parcel of **Exchange Lands** has been set apart as **Reserve**.

#### 4.3.2 Easement Requirement on I.R. 31J.

**Manitoba** and **Mosakahiken** confirm that pursuant to Manitoba Orders in Council No. 1356/75, dated October 29, 1975, and No. 991/76, dated September 8, 1976, and Privy Council Order No. 1977-506, dated March 3, 1977, 13.2 acres of Site 4.1.2 "Little Limestone I.R. 31J" are subject to an easement in favour of **Manitoba** appurtenant to and for the benefit of PTH No. 6.

#### 4.3.3 Mines and Minerals and Other Interests on I.R. 31J.

Administration and control of the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.2 "Little Limestone I.R. 31J" has previously been transferred by **Manitoba** to **Canada** and that parcel of **Exchange Lands** was set apart as **Reserve** excepting to **Manitoba** mines and minerals and other interests reserved to **Manitoba** under *The Crown Lands Act* (Manitoba) but not including the reservation contained in clause 4(1)(a) of *The Crown Lands Act* (Manitoba).

#### 4.3.4 Application of Subsections 4.3.5 to 4.3.10.

Subsections 4.3.5 to 4.3.10 relate to the transfer of administration and control of those interests within the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.2 "Little Limestone I.R. 31J" which were reserved by **Manitoba**, including mines and minerals, to **Canada** to be set apart as **Reserve**, and will only apply following the receipt of written assurances from **Canada** that it will:

- (a) accept administration and control of such interests; and



- (b) set those interests apart as **Reserve**.

4.3.5 Provision of Form of Order in Council to **Canada**.

**Manitoba** will provide **Canada** with a copy of the form of Order in Council attached as Schedule 4.2 transferring administration and control of those interests within the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.2 "Little Limestone I.R. 31J" which were reserved by **Manitoba**, including mines and minerals, to **Canada** for the purpose of **Canada** setting such interests apart as **Reserve**.

4.3.6 Consultation on Changes to Form of Order in Council.

If **Canada** requires changes to the form of Order in Council provided to it by **Manitoba** under subsection 4.3.5, **Manitoba** will consult with **Canada** and **Mosakahiken** on the changes required to the form of Order in Council.

4.3.7 Transfer by Order in Council.

Following assurances from **Canada** that the form of Order in Council referred to in subsection 4.3.5 is acceptable to **Canada**, **Manitoba** will:

- (a) transfer, by Order in Council substantially in the form of Schedule 4.2 or, where applicable, in the form determined as a result of the consultation under subsection 4.3.6, administration and control of those interests in the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.2 "Little Limestone I.R. 31J" which were reserved by **Manitoba**, including mines and minerals, to **Canada**, for the purpose of **Canada** accepting administration and control of those interests and setting those interests apart as **Reserve** as provided for in subsection 4.3.9; and

- (b) provide a certified copy of the Order in Council to both **Mosakahiken** and **Hydro**.

4.3.8 Request for **Reserve** Status.

Upon receipt of the certified copy of the Order in Council referred to in paragraph 4.3.7(b), **Mosakahiken** will:

- (a) by **Council Resolution** substantially in the form attached as Schedule 4.3, request that **Canada** set apart as **Reserve** the interests referred to in that Order in Council; and



- (b) provide a copy of the **Council Resolution** referred to in paragraph (a) to both **Canada** and **Manitoba**.

#### 4.3.9 Acceptance and Setting Apart of Part 1, Schedule 4.1 Exchange Lands by Canada.

Upon **Manitoba's** receipt of the **Council Resolution** referred to in subsection 4.3.8, **Manitoba** will request that **Canada**:

- (a) by instrument under the *Federal Real Property Act* (Canada), accept administration and control of the interests in the parcel of **Exchange Lands** referred to in that **Council Resolution**, being a requirement for those interests to be set apart as **Reserve**;
- (b) provide notice of acceptance of administration and control to **Mosakahiken** and **Manitoba**;
- (c) by Privy Council Order, set the interests in the parcel of **Exchange Lands** referred to in that **Council Resolution** apart as **Reserve**; and
- (d) provide a copy of the Privy Council Order relevant to the interests in the parcel of **Exchange Lands** referred to in that **Council Resolution** to both **Manitoba** and **Mosakahiken**.

#### 4.3.10 Completion of Process.

The **Parties** will cooperate to enable **Canada** to complete the processes outlined in subsection 4.3.9 as soon as practicable after **Canada's** receipt of the **Council Resolution** referred to in subsection 4.3.8 as such processes relate to the interests in the parcel of **Exchange Lands** referred to in that **Council Resolution**.

#### 4.3.11 Disposition of Mines and Minerals to Third Parties.

Subject to subsection 4.3.12, **Manitoba** will continue to withhold from disposition to any third party the Crown interests in mines and minerals on the lands identified in Schedule 4.1 as Site 4.1.2 "Little Limestone I.R. 31J" until **Canada** accepts administration and control of those mines and minerals as provided for in subsection 4.3.9.

#### 4.3.12 Mines and Minerals to be Transferred where Canada does not Provide Assurances.

Where **Canada** has not provided **Manitoba** with the written assurances set out in subsection 4.3.4 within twenty-four (24) months of the **Date of this Agreement**, **Manitoba** will,



at the request of **Mosakahiken** by **Council Resolution**, allocate the rights in the mines and minerals to the **Land Corporation** in accordance with *The Mines and Minerals Act* (Manitoba).

#### 4.3.13 Easement Requirement on I.R. 31G.

The land below the **Easement Line** on Site 4.1.1 depicted on Map 4.1.1 in Schedule 4.1 will be subject to a **Project Easement** to be granted in accordance with Article 5.

### 4.4 **LANDS TRANSFERRED TO CANADA BUT NOT SET APART AS RESERVE**

#### 4.4.1 Transfer of Site 4.1.3 "William Lake - Proposed I.R. 31I".

**Manitoba** and **Mosakahiken** recognize that **Manitoba** has, by Manitoba Order in Council No. 779/80, dated July 30, 1980, transferred to **Canada** the administration and control of the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.3 "William Lake - Proposed I.R. 31I" and depicted on Map 4.1.3, excepting to **Manitoba** mines and minerals and other interests reserved to **Manitoba** under *The Crown Lands Act* (Manitoba) but not including the reservation contained in clause 4(1)(a) of *The Crown Lands Act* (Manitoba), to be set apart as **Reserve**. However, the administration and control of the parcel has not been accepted by **Canada** and the parcel has not been set apart by **Canada** as **Reserve** as of the **Date of this Agreement**.

#### 4.4.2 Transfer Free from Encumbrances.

**Manitoba** will, in accordance with section 4.4:

- (a) rescind Manitoba Order in Council No. 779/80, dated July 30, 1980, and provide a **Land Use Permit** to the **Land Corporation** for Site 4.1.3 "William Lake - Proposed I.R. 31I"; and
- (b) transfer to **Canada** administration and control of the parcel of **Exchange Lands**, identified in Schedule 4.1 as Site 4.1.3 "William Lake - Proposed I.R. 31I", being Parcels A and B of Plan 6690 PLTO (N. Div.), free and clear of all encumbrances, reservations, estates, rights and interests in favour of any person other than **Canada**, or any person whose interest is claimed through **Canada**, for the purpose of **Canada** setting apart those lands as **Reserve**, and for greater certainty:



- (i) no reservations to **Manitoba** under subsection 4(1) of *The Crown Lands Act* (Manitoba) will apply to the **Exchange Lands** identified as Site 4.1.3, and
- (ii) administration and control of rights in mines and minerals, both precious and base, rights in Crown timber and all other estates, rights and interests will be transferred by **Manitoba** to **Canada** as part of the **Exchange Lands** identified as Site 4.1.3.

4.4.3 Provision of Form of Order in Council to **Canada**.

**Manitoba** will provide **Canada** with a copy of the form of Order in Council attached as Schedule 4.4, rescinding Manitoba Order in Council No. 779/80, dated July 30, 1980 and transferring administration and control of the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.3 "William Lake - Proposed I.R. 311" to **Canada**.

4.4.4 Consultation on Changes to Form of Order in Council.

If **Canada** requires changes to the form of Order in Council provided to it by **Manitoba** under subsection 4.4.3, **Manitoba** will consult with **Canada** and **Mosakahiken** on the changes required to the form of Order in Council.

4.4.5 Transfer by Order in Council.

Following assurances from **Canada** that the form of Order in Council referred to in subsection 4.4.3 is acceptable to **Canada**, **Manitoba** will:

- (a) transfer, by Order in Council substantially in the form attached as Schedule 4.4 or, where applicable, in the form determined as a result of the consultation under subsection 4.4.4, administration and control of the parcel of **Exchange Lands**, identified in Schedule 4.1 as Site 4.1.3 "William Lake - Proposed I.R. 311" to **Canada**, for the purpose of **Canada** setting apart those lands as **Reserve**; and
- (b) provide a certified copy of the Order in Council to both **Mosakahiken** and **Canada**.



#### 4.4.6 Request for Reserve Status.

Upon receipt of the certified copy of the Order in Council referred to in subsection 4.4.5, **Mosakahiken** will:

- (a) by **Council Resolution** substantially in the form attached as Schedule 4.5, request that **Canada** set apart as **Reserve** the **Exchange Lands** referred to in that Order in Council; and
- (b) provide a copy of the **Council Resolution** referred to in paragraph (a) to both **Canada** and **Manitoba**.

#### 4.4.7 Acceptance and Setting Apart of Exchange Lands by Canada.

Upon **Manitoba's** receipt of the **Council Resolution** referred to in subsection 4.4.6, **Manitoba** will request that **Canada**:

- (a) by instrument under the *Federal Real Property Act* (Canada), accept administration and control of the **Exchange Lands** referred to in those **Council Resolutions**, being a requirement for the lands to be set apart as **Reserve**;
- (b) provide notice of acceptance of administration and control to **Mosakahiken** and **Manitoba**;
- (c) by Privy Council Order, set the **Exchange Lands** referred to in those **Council Resolutions** apart as **Reserve**; and
- (d) provide a copy of the Privy Council Order relevant to those **Exchange Lands** to both **Manitoba** and **Mosakahiken**.

#### 4.4.8 Completion of Process.

The **Parties** will cooperate to enable **Canada** to complete the processes outlined in subsection 4.4.7 as soon as practicable after **Canada's** receipt of the **Council Resolution** referred to in subsection 4.4.6 as such processes relate to the **Exchange Lands** referred to in that **Council Resolution**.



#### 4.5 LANDS NOT YET TRANSFERRED TO CANADA TO BE SET APART AS RESERVE

##### 4.5.1 Land Use Permits.

**Manitoba** will provide **Land Use Permits** for the **Exchange Lands** described in Part 3 of Schedule 4.1 in accordance with section 9.2.

##### 4.5.2 Transfer Free from Encumbrances.

**Manitoba** will, in accordance with section 4.5, transfer to **Canada** the administration and control of the **Exchange Lands** described in Part 3 of Schedule 4.1 as:

- (a) Site 4.1.4 "William River - Proposed I.R. 31H";
- (b) Site 4.1.5 "Moose Lake Community West Site";
- (c) Site 4.1.6 "Moose Lake Community East Site"; and
- (d) Site 4.1.7 "William Lake Fish Station Site";

free and clear of all encumbrances, reservations, estates, rights and interests in favour of any person other than **Canada**, or any person whose interest is claimed through **Canada**, for the purpose of **Canada** setting apart those lands as **Reserve**, and for greater certainty:

- (e) no reservations to **Manitoba** under subsection 4(1) of *The Crown Lands Act* (Manitoba) will apply to the **Exchange Lands** described in Part 3 of Schedule 4.1; and
- (f) administration and control of rights in mines and minerals, both precious and base, rights in Crown timber and all other estates, rights and interests will be transferred by **Manitoba** to **Canada** as part of the **Exchange Lands** described in Part 3 of Schedule 4.1.

##### 4.5.3 Surveys by **Manitoba** of **Exchange Lands** described in Part 3 of Schedule 4.1.

As soon as reasonably practicable after the **Date of this Agreement**, and having regard to field conditions, **Manitoba**, in consultation with **Mosakahiken**, will complete legal surveys of the boundaries of the **Exchange Lands** described in Part 3 of Schedule 4.1, in accordance with the survey instructions referred to in Schedule 10.1.

#### 4.5.4 Plans and Descriptions Supplied by Manitoba.

Prior to the transfer of administration and control of the **Exchange Lands** for which administration and control is to be transferred by **Manitoba** to **Canada** under section 4.5, plans and legal descriptions required for the **Exchange Lands** described in Part 3 of Schedule 4.1 will be prepared and provided to **Mosakahiken**.

#### 4.5.5 Confirmation by Mosakahiken.

Upon receipt of the plans and legal descriptions provided by **Manitoba** under subsection 4.5.4, **Mosakahiken** will:

- (a) by **Council Resolution** substantially in the form attached as Schedule 4.6, confirm in relation to each parcel that, as of the date of the **Council Resolution**:
  - (i) the parcel is properly described as **Exchange Lands**,
  - (ii) no condition, which does not meet acceptable environmental standards as contemplated under section 11.3 has been discovered,
  - (iii) there has been no fundamental change in respect of the parcel of the nature contemplated in subsection 11.5.1, and
  - (iv) the parcel is accepted by **Mosakahiken** as **Exchange Lands**; and
- (b) provide a copy of the **Council Resolution** referred to in paragraph (a) to both **Manitoba** and **Canada**.

#### 4.5.6 Provision of Form of Order in Council to Canada.

Upon receipt of the **Council Resolution** referred to in subsection 4.5.5, **Manitoba** will provide **Canada** with a copy of the form of Order in Council attached as Schedule 4.7 transferring administration and control of the parcels of **Exchange Lands** described in Part 3 of Schedule 4.1 to **Canada**.

#### 4.5.7 Consultation on Changes to Form of Order in Council.

If **Canada** requires changes to the form of Order in Council provided to it by **Manitoba** under subsection 4.5.6, **Manitoba** will consult with **Canada** and **Mosakahiken** on the changes required to the form of Order in Council.



#### 4.5.8 Transfer by Order in Council.

Following assurances from **Canada** that the form of Order in Council referred to in subsection 4.5.6 is acceptable to **Canada, Manitoba** will:

- (a) transfer, by Order in Council substantially in the form attached as Schedule 4.7 or, where applicable, in the form determined as a result of the consultation under subsection 4.5.7, administration and control of the parcels of **Exchange Lands** described in Part 3 of Schedule 4.1 to **Canada**, for the purpose of **Canada** accepting administration and control of those parcels and setting those parcels apart as **Reserve**;
- (b) provide a certified copy of the Order in Council to both **Canada** and **Mosakahiken**.

#### 4.5.9 Request for **Reserve** Status.

Upon receipt of a certified copy of the Order in Council referred to in paragraph 4.5.8(b), **Mosakahiken** will, with respect to the parcels of **Exchange Lands** identified in Part 3 of Schedule 4.1:

- (a) by **Council Resolution** substantially in the form attached as Schedule 4.8, request that **Canada** set apart as **Reserve** the **Exchange Lands** referred to in that Order in Council; and
- (b) provide a copy of the **Council Resolution** referred to in paragraph (a) to both **Canada** and **Manitoba**.

#### 4.5.10 Acceptance and Setting Apart of **Exchange Lands** by **Canada**.

Upon **Manitoba's** receipt of a **Council Resolution** referred to in subsection 4.5.9, **Manitoba** will request that **Canada**:

- (a) by instrument under the *Federal Real Property Act* (Canada), accept administration and control of the **Exchange Lands** referred to in that **Council Resolution**, being a requirement for the lands to be set apart as **Reserve**;
- (b) provide notice of acceptance of administration and control to **Mosakahiken** and **Manitoba**;

- (c) by Privy Council Order, set the **Exchange Lands** referred to in that **Council Resolution** apart as **Reserve**; and
- (d) provide a copy of the Privy Council Order(s) relevant to those **Exchange Lands** to each of **Manitoba**, **Mosakahiken** and **Hydro**.

#### 4.5.11 Completion of Process.

The **Parties** will cooperate to enable **Canada** to complete the processes outlined in subsection 4.5.10 as soon as practicable after **Canada's** receipt of a **Council Resolution** referred to in subsection 4.5.9 as such processes relate to the **Exchange Lands** referred to in that **Council Resolution**.

#### 4.5.12 Lands Bordering Actual Shoreline.

##### **Manitoba:**

- (a) confirms that **Mosakahiken** has the right of free access over the Crown (Manitoba) land situated between the actual water's edge of Traders Lake and the lower boundary of the parcel of **Exchange Lands** described as Site 4.1.5 "Moose Lake Community West Site"; and
- (b) agrees that no person other than **Hydro**, **Manitoba** or **Mosakahiken** can construct on or in any way alter the Crown (Manitoba) land situated between the actual water's edge of Traders Lake and the lower boundary of the parcel of **Exchange Lands** described as Site 4.1.5 "Moose Lake Community West Site".

### 4.6 **PERMIT ON I.R. 31G**

#### 4.6.1 Survey of Road Right-of-Way by Manitoba.

As soon as reasonably practicable after the **Date of this Agreement**, and having regard to field conditions, **Manitoba**, in consultation with **Mosakahiken**, will commence legal surveys of the boundaries of that portion of a ninety-nine (99) foot right-of-way (in section 4.6 referred to as the "Road Right-of-Way") centered on the middle of the existing road depicted in Map 4.9.1 situated on the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.1 "Crossing Bay I.R. 31G" (in section 4.6 referred to as the "Crossing Bay Reserve").



#### 4.6.2 Completion of Surveys.

Subject to subsection 4.6.3, **Manitoba** will make reasonable efforts to have the legal survey referred to in subsection 4.6.1 completed within twelve (12) months of notice in writing from **Mosakahiken** that arrangements are in place for the required field surveying to be undertaken with respect to that portion of the Road Right-of-Way situated on **Reserve**.

#### 4.6.3 Delay in Surveying.

Where the legal survey referred to in subsection 4.6.2 is delayed due to:

- (a) weather or other conditions outside the control of **Manitoba**; or
- (b) any dispute which may arise in relation to the survey;

**Manitoba** will complete or cause to be completed the survey as soon thereafter as may be reasonably practicable.

#### 4.6.4 Plan Provided by Manitoba.

Upon completion of the legal survey referred to in subsection 4.6.1, **Manitoba** will, in consultation with **Mosakahiken**, prepare a plan (in section 4.6 referred to as the "Right-of-Way Plan") of the portion of the Road Right-of-Way located on **Reserve**, and will:

- (a) determine that the Right-of-Way Plan is satisfactory to the Surveyor General of Canada; and
- (b) provide to **Mosakahiken** the Right-of-Way Plan.

#### 4.6.5 Permit for Road.

Upon receipt of the Right-of-Way Plan, **Mosakahiken** will, by **Council Resolution** substantially in the form attached as Schedule 4.9:

- (a) consent to the use of that portion of the Crossing Bay Reserve depicted on the Right-of-Way Plan for purposes of the road for such time as the right-of-way is required for purposes of the road;
- (b) request that the Minister of Indian Affairs and Northern Development, Canada, by permit in writing under subsection 28(2) of the *Indian Act* (Canada), authorize **Manitoba** to use that portion of the Crossing Bay Reserve depicted on the Right-

of-Way Plan for purposes of the road for such time as the right-of-way is required for purposes of the road; and

- (c) provide a copy of the **Council Resolution** to both **Canada** and **Manitoba**.

#### 4.6.6 Maintenance of Existing Road.

**Manitoba** will share with **Mosakahiken** the cost of maintaining the existing road, commonly known as the "Tolko Road", a portion of which is located on the Crossing Bay Reserve, from the junction of PR384, to and through the Crossing Bay Reserve, to its point of exit on the northern edge of the Crossing Bay Reserve, as depicted in Schedule 4.10, subject to the following conditions:

- (a) that the actual cost of maintaining the road will be shared equally by **Manitoba** and **Mosakahiken**, through funding received from Canada, subject to paragraphs 4.6.6(b) to (d) inclusive;
- (b) the contribution by **Manitoba** will be \$24,721.00 per year until increased in accordance with a review of the costs of road maintenance and the sharing of costs in the manner provided in subsection 4.6.7;
- (c) subject to paragraph 4.6.6(d), a review of the costs of road maintenance and the sharing of costs will take place in accordance with subsection 4.6.7 in the fifth year after the **Date of this Agreement** and every five years thereafter; and
- (d) in the event that **Mosakahiken** determines that the contribution to the maintenance costs of the "Tolko Road" received by **Mosakahiken** from **Canada**, presently in the amount of \$24,721.00 per year, has been reduced or terminated, a review of the costs of road maintenance and the sharing of costs shall take place in accordance with subsection 4.6.7 as soon as reasonably practicable after **Mosakahiken** has given notice to **Manitoba** of the decrease or termination by **Canada** and every five years thereafter.

#### 4.6.7 Review of Costs of Maintenance of "Tolko Road".

Reviews of the costs of road maintenance and sharing of costs of the Tolko Road shall be conducted by representatives of **Mosakahiken** and **Manitoba** with the purpose of determining by agreement any increases to the contribution by **Manitoba** to the costs of maintaining the Tolko Road and shall consider:



- (a) the volume, nature, history and projected use of the Tolko Road at the time of the review;
- (b) the reasonable requirements projected for the maintenance of the Tolko Road at the time of the review;
- (c) the level of funding being received by **Mosakahiken** from **Canada** toward the maintenance of the Tolko Road at the time of the review;
- (d) any other relevant factors;

and as a result of a review, **Manitoba** may agree with **Mosakahiken** to increase the amounts of contributions and arrangements for the maintenance of the road in order to address the circumstances at that time.

#### 4.6.8 Compensation for Road Permit.

**Mosakahiken** acknowledges that the closure of 6.831 hectares of Public Road Plan 5041 and the addition of the said 6.831 hectares to Sites 7.1.3 and 7.1.4 is in full compensation for the provision, by permit, of 3.366 hectares of land to be occupied by the right-of-way on the Crossing Bay Reserve.

## SCHEDULE 4.1 - EXCHANGE LANDS

The acreage shown for individual sites has not been adjusted to exclude the area of those exclusions which are identified in this schedule but not identified on the map for that site.

### Part 1: Exchange Lands Transferred to Canada and Set Apart as Reserve

<u>Site</u>	<u>Lands</u>	<u>Legal Description</u>	<u>Area in Acres</u>	<u>Map</u>
4.1.1	<b>CROSSING BAY I.R. 31G</b>	Plan 5048 PLTO (N.Div.)	2703.0	4.1.1
	<i>Adjustment to area for Project Easement</i>	<i>I.R. 31G</i>	<i>262.0+/-</i>	<i>4.1.1</i>
4.1.2	Little Limestone I.R. 31J	Plan 5985 PLTO (N.Div.)	1388.3	4.1.2
	<i>Adjustment to area for Drainage Easement</i>	<i>I.R. 31J</i>	<i>-13.2+/-</i>	<i>4.1.2</i>
		<u>Area not affected by Easements</u>	<u>3,816.1+/-</u>	

### Part 2: Exchange Lands Transferred to Canada but Not Set Apart as Reserve at Date of this Agreement

<u>Site</u>	<u>Lands</u>	<u>Legal Description</u>	<u>Area in Acres</u>	<u>Map</u>
4.1.3	William Lake (proposed I.R. 31I)	Plan 6690 PLTO (N.Div.)	469.1	4.1.3
		Sub-total	469.1	



**Part 3: Exchange Lands Identified for Transfer to Canada**

<u>Site</u>	<u>Lands</u>	<u>Legal Description</u>	<u>Area in Acres</u>	<u>Map</u>
4.1.4	William River (proposed I.R. 31H)	See below	515.3	4.1.4
4.1.5	Moose Lake Community West Site	See below	333.1	4.1.5
4.1.6	Moose Lake Community East Site	See below	516.2	4.1.6
4.1.7	William Lake Fish Station Site	See below	3.3	4.1.7
Sub-total			1,367.9	
TOTAL EXCHANGE LANDS			5,653.1	

**Site 4.1.4 William River (proposed I.R. 31H) 515.3 acres Map 4.1.4**

**Legal Description**

Plan 6094 PLTO (N.Div.)

**Exclusions**

Firstly – Bed of the William River below **OHWM**,

Secondly – 24.48 metres (80.31 feet) on the eastern boundary of the parcel as an addition to Public Road Plan 6148 PLTO (N. Div.),

Thirdly – An easement 30 metres in width from Public Road Plan 6148 PLTO (N. Div.) to William River to accommodate existing drain outtake.

**Site 4.1.5 Moose Lake Community West Site 333.1 acres Map 4.1.5**

**Legal Description**

Parcel A The Frac E ½ of Sec. 31-54-20 WPM according to a plan of Township. diagram signed at Ottawa on July 30, 1917, excepting thereout Public Road Plan No. 6977 PLTO (N. Div.) and Conceptual Highway Corridor Requirements for P.R. 384 dated January 2001.

Parcel B All that portion of Sec. 32-54-20 WPM lying to the East of the straight line production Northerly of the East limit of I.R. No. 31D excepting thereout Public Road Plan No. 6977 PLTO (N. Div.) and Conceptual Highway Corridor Requirements for P.R. 384 dated January 2001.

Map  
4.1.4  
4.1.5  
4.1.6  
4.1.7  
Parcel C Firstly: All that portion of the Government Road Allowance adjoining Sec. 31-54-20 WPM on the east, lying to the south of a straight line drawn Westerly from the NW corner of Sec. 32-54-20 WPM to the NE corner of Sec. 31-54-20 WPM, which lies to the north of I.R. No. 31D, excepting thereout Public Road Plan No. 6977 PLTO (N. Div.) and Conceptual Highway Corridor Requirements for P.R. 384 dated January 2001.

Secondly: All that portion of the Government Road Allowance adjoining Sec. 32-54-20 WPM on the south, lying to the east of a straight line drawn Southerly from the SW corner of Sec. 32-54-20 WPM on the production Southerly of the West limit of Sec. 32-54-20 WPM, which lies to the west of a straight line drawn Northerly from the NE corner of I.R. No. 31D on the production Northerly of the east limit of I.R. No. 31D.

#### Site 4.1.6 Moose Lake Community East Site

516.2 acres

Map 4.1.6

#### Legal Description

Parcel A Parcels A, B and C Plan No. 6596 PLTO (N. Div.)

Parcel B All that portion of E ½ of Sec. 33-54-20 WPM which lies to the east of Plan No. 6596 PLTO (N. Div.), excepting thereout Plan No. 25861 PLTO.

Parcel C All that portion of Frac NW ¼ of Sec. 34-54-20 WPM lying to the west of the western limit of I.R. No. 31A and its production Southerly, which lies to the north of the northern limit of Block 4 Plan No. 25861 PLTO.

Parcel D All that portion of the Government Road Allowance adjoining Sec. 34-54-20 WPM on the west, lying south of a straight line drawn Westerly from the NW corner of I.R. 31A to the NE corner of Sec. 33-54-20 WPM, which lies to the north of the northern limit of Block 4 Plan No. 25861 PLTO.

Parcel E All that portion of Sec. 33-54-20 WPM lying to the west of the western limit of Plan No. 6596 PLTO (N. Div.), excepting thereout: Firstly: Public Road Plan No. 6977 PLTO (N. Div.), and Secondly: That portion thereof which lies to the west of a straight line drawn Southerly and parallel with the west limit of Sec. 33-54-20 from a point on the north limit of said Sec. 33 which point intersects the west limit of Plan No. 6596 PLTO (N. Div.).



**Site 4.1.7 William Lake Fish Station Site**

**3.3 acres**

**Map 4.1.7**

4

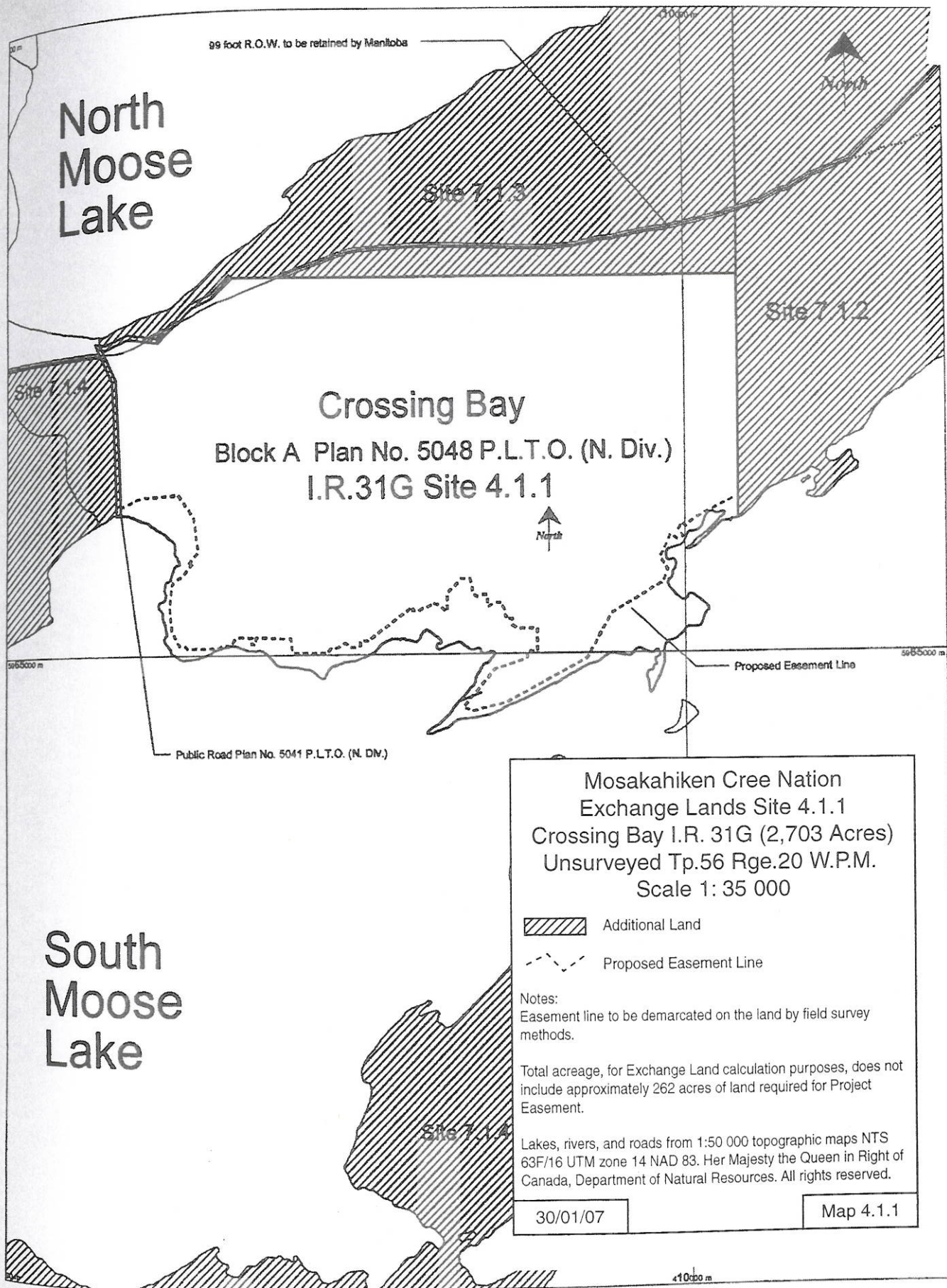
**Legal Description**

All that portion of theoretical Sections 9 and 10 Tp. 57 Rge. 13 WPM and unsurveyed Government Road Allowance bounded as follows: On the North by the Southern Limit of Parcel A, Plan 6690 PLTO (N. Div.) on the South by the Northern limit of Parcel B, Plan No. 6690 PLTO (N. Div.), on the West by the OHWM of William Lake and on the East by the straight production Southerly of the Eastern Limit of said Parcel A.



**MAP 4.1.1****See Attached**

veyed  
mit of  
Plan  
st by





Mosakahiken Cree Nation  
Exchange Lands Site 4.1.1  
Crossing Bay I.R. 31G (2,703 Acres)  
Unsurveyed Tp.56 Rge.20 W.P.M.  
Scale 1: 35 000

-  Additional Land
-  Proposed Easement Line

Notes:  
Easement line to be demarcated on the land by field survey methods.

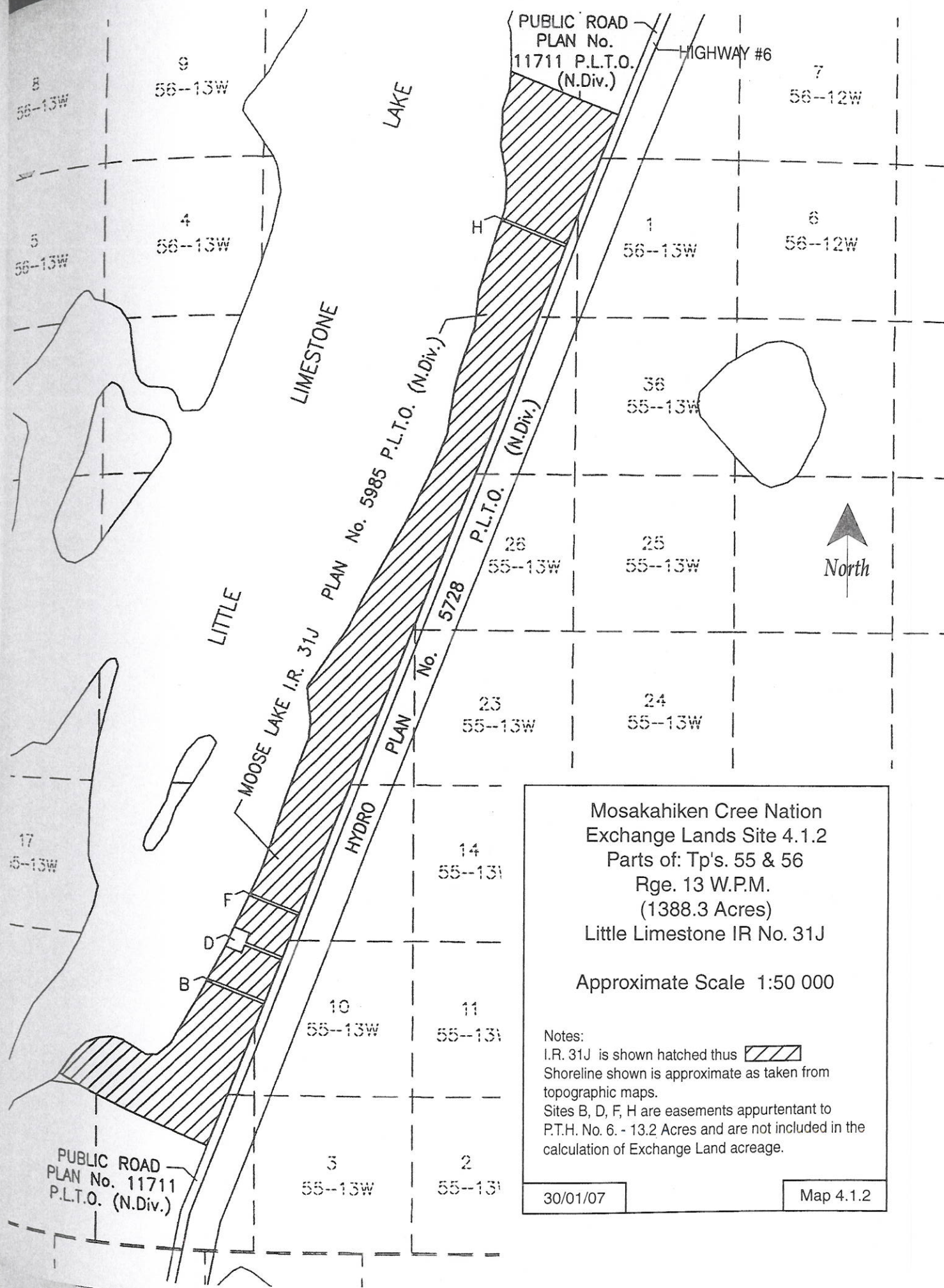
Total acreage, for Exchange Land calculation purposes, does not include approximately 262 acres of land required for Project Easement.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F/16 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

**MAP 4.1.2**

**See Attached**






Mosakahiken Cree Nation  
Exchange Lands Site 4.1.2  
Parts of: Tp's. 55 & 56  
Rge. 13 W.P.M.  
(1388.3 Acres)  
Little Limestone IR No. 31J

Approximate Scale 1:50 000

Notes:

I.R. 31J is shown hatched thus   
Shoreline shown is approximate as taken from  
topographic maps.  
Sites B, D, F, H are easements appurtenant to  
P.T.H. No. 6. - 13.2 Acres and are not included in the  
calculation of Exchange Land acreage.

30/01/07

Map 4.1.2

**MAP 4.1.3**

**See Attached**




Mosakahiken Cree Nation  
Exchange Lands  
Site 4.1.3

Parts of: Tp's. 56 & 57  
Rge. 13 W.P.M.  
(469.1 Acres)  
William Lake

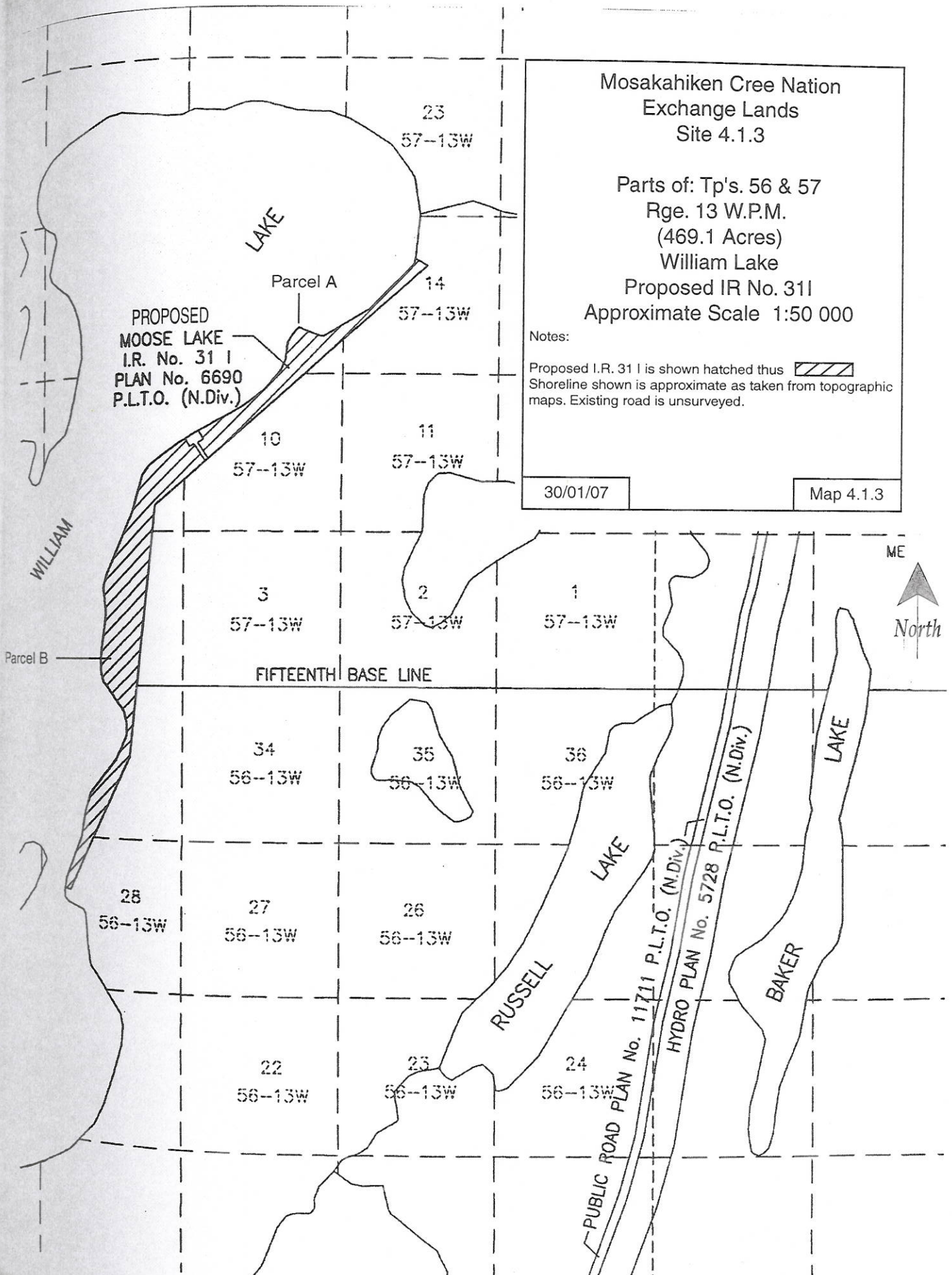
Proposed IR No. 311  
Approximate Scale 1:50 000

Notes:

Proposed I.R. 311 is shown hatched thus   
Shoreline shown is approximate as taken from topographic maps. Existing road is unsurveyed.

30/01/07

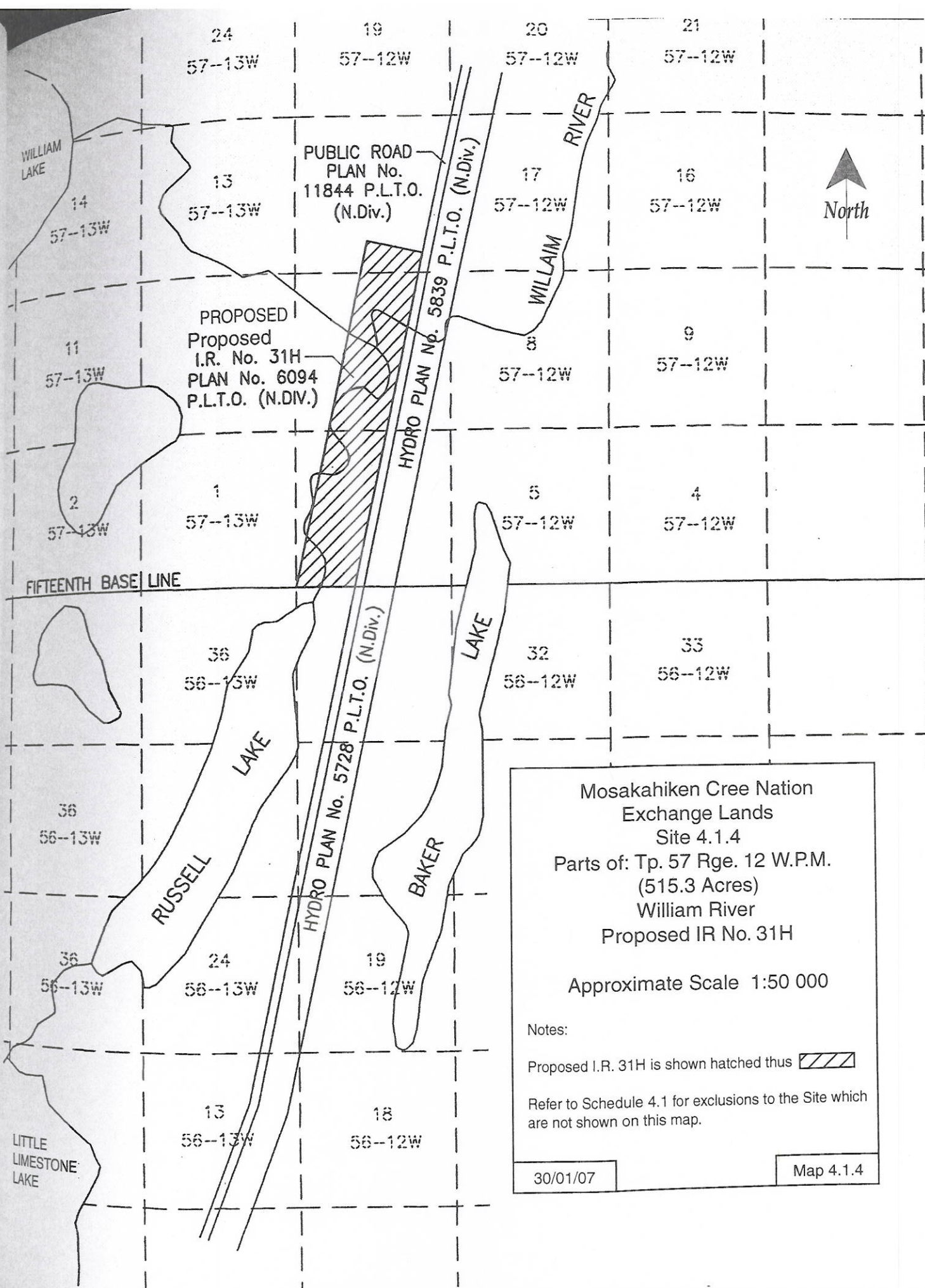
Map 4.1.3



**MAP 4.1.4**

**See Attached**






Mosakahiken Cree Nation  
Exchange Lands  
Site 4.1.4  
Parts of: Tp. 57 Rge. 12 W.P.M.  
(515.3 Acres)  
William River  
Proposed IR No. 31H

Approximate Scale 1:50 000

Notes:

Proposed I.R. 31H is shown hatched thus 

Refer to Schedule 4.1 for exclusions to the Site which  
are not shown on this map.

30/01/07

MAP 4.1.5

See Attached



North

TWP 55

TWP 54

Public Road  
Plan 6977  
(exclusion)

E 1/2 31-54-20W

Parcel B

32

54-20W

Parcel A

Parcel C

Traders  
Lake

boundaries in this area  
to be determined  
in the field

IR 31 D

Mosakahiken Cree Nation  
Exchange Lands  
Site 4.1.5  
Moose Lake Community West Site  
Part of: Tp. 54 Rge. 20W  
(333.1 Acres)  
Approximate Scale 1:10 000

Notes: Includes Parcels A, B, and C and excludes  
Public Road Plan 6977.

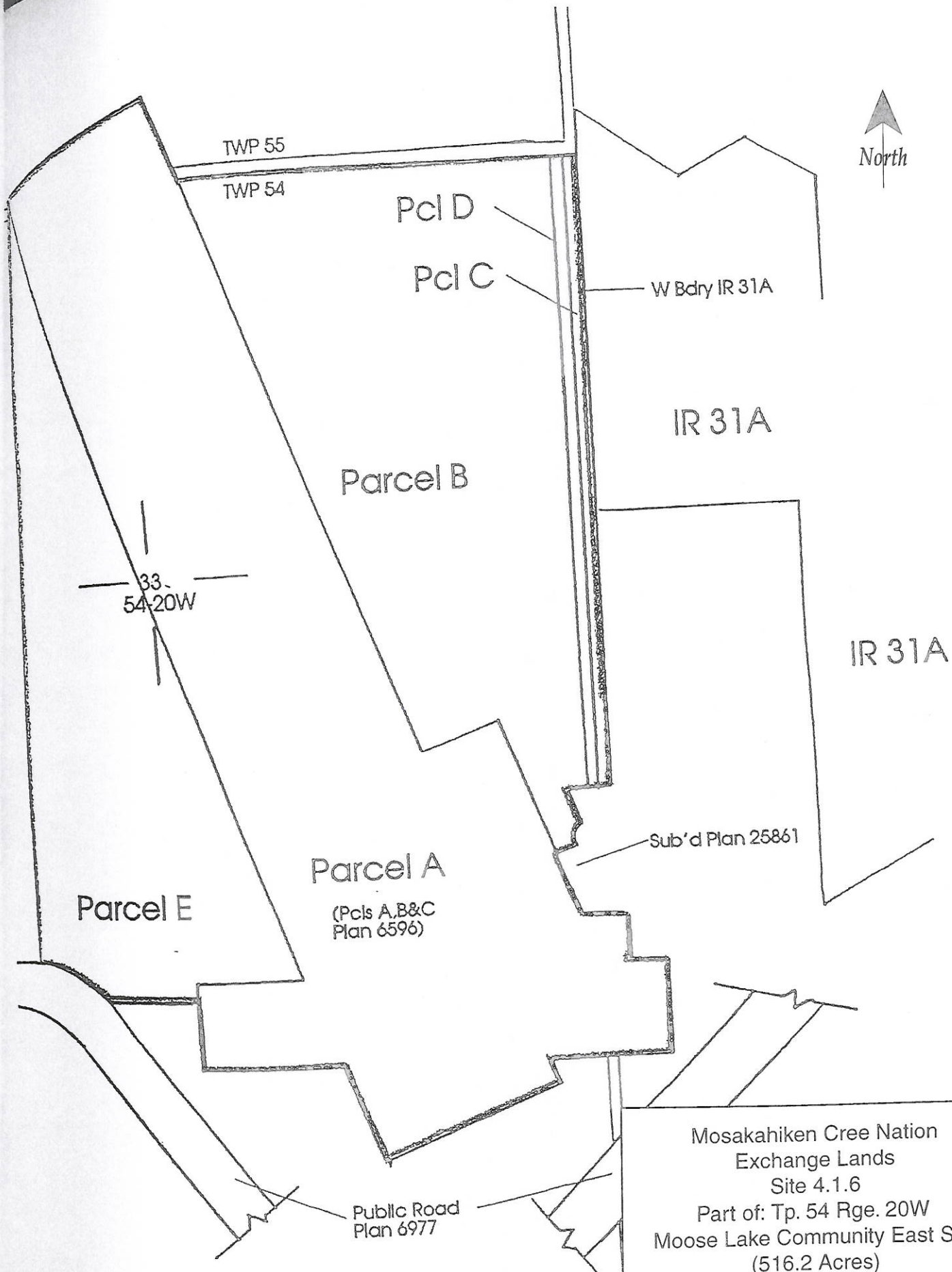
30/01/07

Map 4.1.5

**MAP 4.1.6**

**See Attached**





Mosakahiken Cree Nation  
Exchange Lands  
Site 4.1.6  
Part of: Tp. 54 Rge. 20W  
Moose Lake Community East Site  
(516.2 Acres)  
Approximate Scale 1:10 000

30/01/07

Map 4.1.6

MAP 4.1.7

See Attached



WILLIAM LAKE



PARCEL A

Plan 6690 PLTO (N. Div.)

Selection

PARCEL B


Plan 6690  
PLTO (N. Div.)

Pt. 10-57-13W

Pt. 9-57-13W

Theoretical  
Section Limit

Mosakahiken Cree Nation  
Exchange Lands  
Site 4.1.7  
William Lake Fish Station  
Part of: Tp. 57 Rge. 13W  
(3.3 Acres)  
Approximate Scale 1:3500

Notes: William Fish Station is shown  
hatched thus   
The West boundary of the site is bounded by  
the Ordinary High Water Mark of William Lake.

30/01/07

Map 4.1.7

**SCHEDULE 4.2 - FORM OF MANITOBA ORDER IN COUNCIL  
(TRANSFER OF MINES AND MINERALS – I.R. 31J)**

See attached





No. ....

## SCHEDULE 4.2

## (FORM OF) ORDER IN COUNCIL

## ORDER

1. The administration and control of all of the estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba) by Order in Council No. 1353/75, dated October 29, 1975 including all mines and minerals (precious and base) and the royalties derived therefrom and any other estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba) on the lands described in Schedule "A" is transferred to Her Majesty the Queen in right of Canada, subject to an easement over approximately 13.2 acres of the land in favour of Her Majesty the Queen in right of Manitoba ("Manitoba") for the benefit of Provincial Trunk Highway No. 6 as provided for in Orders in Council No. 1356/75, dated October 29, 1975 and No. 991/76, dated September 8, 1976, and Order of Governor in Council of Canada No. 1977-506, dated March 3, 1977.
2. The Minister is authorized to execute all documents and to do all things necessary to give effect to this Order.

## BACKGROUND

- A. In 1962, Manitoba and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project"), including the need for acquisition and use of certain Mosakahiken lands for water storage, more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements").
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to fully and finally resolve all issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- D. By Order in Council No. 1356/75, dated October 29, 1975, administration and control of the lands described below were transferred to Canada reserving to Manitoba all mines and minerals together with the right to enter, locate, prospect for, mine and remove minerals and all other estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba), but not reserving to Manitoba the reservation contained in clause 5(1)(a) of *The Crown Lands Act* (Manitoba) (now clause 4(1)(a), one and one-half chains from the ordinary high water mark);
- E. By Order of the Governor in Council of Canada No. 1977-506, dated March 3, 1977, Canada set those lands apart as a "reserve" under the *Indian Act* (Canada) for the use and benefit of Mosakahiken;
- F. Approximately 13.2 acres of the land are subject to an easement in favour of Manitoba for the benefit of Provincial Trunk Highway No. 6, which was reserved to Manitoba pursuant to Manitoba Orders in Council No. 1356/75, dated October 29, 1975 and No. 991/76, dated September 8, 1976 and Order of the Governor in Council of Canada No. 1977-506, dated March 3, 1977;
- G. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to transfer to Canada administration and control of the interests in the lands that were reserved to the Crown (Manitoba) under Manitoba Order in Council No. 1356/75, dated October 29, 1975, to be set apart as reserve for Mosakahiken; and
- H. Canada has provided written assurances that it will accept administration and control of those interests in the lands that were reserved to the Crown (Manitoba) and that it will set those interests apart as reserve for Mosakahiken.

Initiating Department/Agency

Authorized Officer

APPROVED BY:

Civil Service Commission

Finance

APPROVED AS TO FORM BY:

Name

Civil Legal Services or  
Legislative Counsel Office

Initials

RECOMMENDED:

Minister of Conservation

APPROVED BY EXECUTIVE COUNCIL:

Presiding Member

ORDERED:

Lieutenant Governor

Date



No. ....

Schedule "A"  
Legal Description of I.R. 31J

Plan 5985 PLTO (N. Div.)	1388.3 acres
Adjustment to area for easements	-13.2 acres



**SCHEDULE 4.3 - FORM OF COUNCIL RESOLUTION**  
**(REQUEST FOR RESERVE STATUS - MINES AND MINERALS ON I.R. 31J)**

**MOSAKAHIKEN CREE NATION**  
**COUNCIL RESOLUTION**

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") in relation to the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- D. By Order in Council No. 1356/75, dated October 29, 1975, administration and control of the lands described below were transferred to Her Majesty the Queen in right of Canada ("Canada") reserving to Manitoba all mines and minerals together with the right to enter, locate, prospect for, mine and remove minerals and all other estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba), but not reserving to Manitoba the reservation contained in clause 5(1)(a) of *The Crown Lands Act* (Manitoba) (now clause 4(1)(a), one and one-half chains from the ordinary high water mark);
- E. By Order of the Governor in Council of Canada, No. 1977-506, dated March 3, 1977, Canada set those lands apart as a reserve under the *Indian Act* (Canada) for the use and benefit of Mosakahiken;



- F. Approximately 13.2 acres of the land are subject to an easement in favour of Manitoba for the benefit of Provincial Trunk Highway No. 6, which was reserved to Manitoba pursuant to Manitoba Orders in Council No. 1356/75, dated October 29, 1975 and No. 991/76, dated September 8, 1976, and Order of Governor in Council of Canada No. 1977-506, dated March 3, 1977;
- G. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to transfer to Canada administration and control of the interests in the lands that were reserved to the Crown (Manitoba) under Manitoba Order in Council No. 1356/75, dated October 29, 1975, to be set apart as reserve for Mosakahiken;
- H. Canada has provided written assurances that it will accept administration and control of those interests in the lands that were reserved to the Crown (Manitoba) and that it will set those interests apart as reserve for Mosakahiken;
- I. By Manitoba Order in Council No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_, a copy of which is attached hereto as Schedule "A", Manitoba has transferred to Canada administration and control of all of the estates, rights and interests reserved to the Crown (Manitoba) under Manitoba Order in Council No. 1356/75, dated October 29, 1975, to be set apart as reserve for Mosakahiken;
- J. The Comprehensive Forebay Agreement provides, among other things, that Mosakahiken will, upon receipt of Manitoba Order in Council No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_, a copy of which is attached as Schedule "A", request, by Council Resolution, that Canada set apart as reserve the interests referred to in the Order in Council and provide a copy of such Council Resolution to Canada and Manitoba.

**Therefore, be it resolved that:**

- 1. Mosakahiken hereby requests that Canada accept administration and control of all of the estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba) by Manitoba Order in Council No. 1356/75, dated October 29, 1975, including all mines and minerals (precious and base) and the royalties derived therefrom and any other estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba) on the lands described in Schedule "B", all of which have been transferred to Canada pursuant to Manitoba Order in Council No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_, a copy of which is attached hereto as Schedule "A", subject to the easement over approximately 13.2 acres of the land in favour of Manitoba for the benefit of Provincial Trunk Highway No. 6 described therein, and that Canada set apart such interests as reserve under the *Indian Act* (Canada) for the use and benefit of Mosakahiken;
- 2. Mosakahiken hereby requests that Canada take such further and other steps as may be required to effect the foregoing; and
- 3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Canada and Manitoba and to execute all documents and do all things necessary to give effect to this resolution.



Schedule "A"

(Manitoba Order in Council from Schedule 4.2 to be attached)

**Schedule "B"**

**Legal Description of I.R. 31J**

Plan 5985 PLTO (N. Div.)	1388.3 acres
Adjustment to area for easements	-13.2 acres



**SCHEDULE 4.4 - FORM OF MANITOBA ORDER IN COUNCIL  
(TRANSFER OF PROPOSED I.R. 31I)**

See attached



No. ....

#### SCHEDULE 4.4

### (FORM OF) ORDER IN COUNCIL

#### ORDER

1. Manitoba Order in Council No. 779/80, dated July 30, 1980, is rescinded.
2. The administration and control of the Crown (Manitoba) lands described in Schedule "A" is transferred to Her Majesty the Queen in right of Canada ("Canada").
3. The Minister is authorized to execute all documents and to do all things necessary to give effect to this Order.

#### BACKGROUND

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project"), including the need for acquisition and use of certain Mosakahiken lands for water storage, more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. On \_\_\_\_\_, 200\_\_\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to fully and finally resolve all issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- D. By Manitoba Order in Council No. 779/80, dated July 30, 1980, administration and control of Parcels A and B of Plan 6690 PLTO (N. Div.) was transferred to Her Majesty the Queen in right of Canada ("Canada"), excepting thereout all mines and minerals, together with the right to enter, locate, prospect for, mine and remove minerals and all other estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba), in order that the land be set apart as reserve for Mosakahiken;
- E. Canada has not accepted administration and control of the land transferred by Manitoba Order in Council No. 779/80, dated July 30, 1980, and the land has not been set apart as reserve; and
- F. The Comprehensive Forebay Agreement provides, among other things, that in satisfaction of the exchange obligations of Manitoba and Manitoba Hydro under the 1962 Arrangements, Manitoba is to rescind Order in Council No. 779/80, dated July 30, 1980, and transfer to Canada the administration and control of the Parcels A and B of Plan 6690 PLTO (N. Div.) including mines and minerals (precious and base) to be set apart as reserve for Mosakahiken.

Initiating Department/Agency	
Authorized Officer	
APPROVED BY:	
Civil Service Commission	
Finance	
APPROVED AS TO FORM BY:	
Name	Initials
Civil Legal Services or Legislative Counsel Office	

RECOMMENDED:

Minister of Conservation  
APPROVED BY EXECUTIVE COUNCIL:

Presiding Member

ORDERED:

Lieutenant Governor

Date





No. ....

**Schedule "A"**

**Legal Description of Land to be Transferred (Proposed I.R. 311)**

Parcels A and B Plan 6690 PLTO (N. Div.), including all mines and minerals (precious and base) and royalties derived therefrom, and all other estates, rights and interests of the Crown impliedly reserved to the Crown under *The Crown Lands Act* (Manitoba).

Article 3

Article 4

**SCHEDULE 4.5 - FORM OF COUNCIL RESOLUTION**  
**(REQUEST FOR RESERVE STATUS – PROPOSED I.R. 311)**

**MOSAKAHIKEN CREE NATION**

**COUNCIL RESOLUTION**

---

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- D. By Manitoba Order in Council No. 779/80, dated July 30, 1980, administration and control of Parcels A and B of Plan 6690 PLTO (N. Div.) was transferred to Her Majesty the Queen in right of Canada ("Canada"), excepting thereout all mines and minerals, together with the right to enter, locate, prospect for, mine and remove minerals, and all other estates, rights and interests reserved to the Crown (Manitoba) under *The Crown Lands Act* (Manitoba), in order that the land be set apart as reserve for Mosakahiken;
- E. Canada has not accepted administration and control of the land transferred by Manitoba Order in Council No. 779/80, dated July 30, 1980, and the land has not been set apart as reserve;



- F. The Comprehensive Forebay Agreement provides, among other things, that, in satisfaction of the exchange obligations of Manitoba and Manitoba Hydro under the 1962 Arrangements, Manitoba is to rescind Order in Council No. 779/80, dated July 30, 1980, and transfer to Canada the administration and control of Parcels A and B of Plan 6690 PLTO (N. Div.) including mines and minerals (precious and base);
- G. By Manitoba Order in Council No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_, a copy of which is attached hereto as Schedule "A", Manitoba has rescinded Order in Council No. 779/80, dated July 30, 1980, and transferred to Canada administration and control of Parcels A and B of Plan 6690 PLTO (N. Div.) including mines and minerals (precious and base) and royalties derived therefrom, and all other estates, rights and interests of the Crown impliedly reserved to the Crown under *The Crown Lands Act* (Manitoba), to be set apart as reserve for Mosakahiken; and
- H. The Comprehensive Forebay Agreement provides, among other things, that Mosakahiken will, upon receipt of the Order in Council attached as Schedule "A", request, by Council Resolution, that Canada set apart as reserve the lands and interests described in the said Order in Council and provide a copy of such Council Resolution to Canada and Manitoba.

**Therefore, be it resolved that:**

- 1. Mosakahiken hereby requests that Canada accept administration and control of the Crown (Manitoba) lands and interests in lands described in Schedule "B", all of which have been transferred to Canada pursuant to the Order in Council attached hereto as Schedule "A", and that Canada set such lands apart as reserve for the use and benefit of Mosakahiken under the *Indian Act* (Canada);
- 2. Mosakahiken hereby requests that Canada take such further and other steps as may be required to effect the foregoing; and
- 3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Canada and Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

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Plan 6690

Schedule "A"

(Manitoba Order in Council from Schedule 4.4 to be attached)

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## **Schedule "B"**

### **Legal Description of Land to be Transferred (Proposed I.R. 311)**

Parcels A and B of Plan 6690 PLTO (N. Div.), including all mines and minerals (precious and base) and royalties derived therefrom, and all other estates, rights and interests of the Crown impliedly reserved to the Crown under *The Crown Lands Act* (Manitoba).

**SCHEDULE 4.6 - FORM OF COUNCIL RESOLUTION**  
**(CONFIRMATION BY MOSAKAHIKEN - PART 3, SCHEDULE 4.1 LANDS)**

**MOSAKAHIKEN CREE NATION**  
**COUNCIL RESOLUTION**

---

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- D. Under the 1962 Arrangements, Manitoba agreed to exchange two acres of Crown (Manitoba) land for each acre of Reserve land taken for purposes of the Project;
- E. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to complete legal surveys of the boundaries of certain lands the administration and control of which is to be transferred by Manitoba to Canada to be set apart as reserve for the use and benefit of Mosakahiken, to complete the exchange requirements of Manitoba and Manitoba Hydro under the 1962 Arrangements;
- F. Manitoba has completed such surveys and has provided to Mosakahiken plans and legal descriptions with respect to the lands to be transferred as provided for in paragraph E hereof, which lands are more particularly described in Schedule "A" hereto; and



- G. The Comprehensive Forebay Agreement provides, among other things, that upon receipt of such plans and legal descriptions, Mosakahiken will, by Council Resolution, confirm in relation to each parcel of such lands certain matters as hereinafter specified.

**Therefore, be it resolved that:**

1. Mosakahiken hereby confirms in relation to each parcel of land described in Schedule "A" hereto that, as of the date hereof:
  - (a) the parcel is properly described as "Exchange Lands" as defined in the Comprehensive Forebay Agreement;
  - (b) no condition, which does not meet acceptable environmental standards as contemplated in the Comprehensive Forebay Agreement, has been discovered by Mosakahiken in relation to such parcel;
  - (c) there has been no fundamental change in respect of the parcel of the nature contemplated in subsection 11.5.1 of the Comprehensive Forebay Agreement;
  - (d) the parcel is accepted by Mosakahiken as "Exchange Lands", as defined in the Comprehensive Forebay Agreement; and
2. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

## Schedule "A"

### Legal Description of lands to be transferred

William River (proposed I.R. 31H)

*(to be completed after survey)*

Moose Lake Community West Site

*(to be completed after survey)*

Moose Lake Community East Site

*(to be completed after survey)*

William Lake Fish Station

*(to be completed after survey)*



**SCHEDULE 4.7 - FORM OF MANITOBA ORDER IN COUNCIL  
(TRANSFER OF PART 3, SCHEDULE 4.1 LANDS)**

See attached



Initiating Department/Agency	
Authorized Officer	
Approved at:	
Civil Service Commission	
Finance	
Approved as to form by:	
Name	Initials
Civil Legal Services or	
Legislative Counsel Office	

RECOMMENDED:

Minister of Conservation  
APPROVED BY EXECUTIVE COUNCIL:

Presiding Member

ORDERED:

Lieutenant Governor

Date

No. ....

#### SCHEDULE 4.7

### (FORM OF) ORDER IN COUNCIL

#### ORDER

1. The administration and control of the Crown (Manitoba) lands described in Schedule "A" is transferred to Her Majesty the Queen in right of Canada.
2. The Minister is authorized to execute all documents and to do all things necessary to give effect to this Order.

#### BACKGROUND

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project"), including the need for acquisition and use of certain Mosakahiken lands for water storage, more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to fully and finally resolve all issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- D. Under the 1962 Arrangements, Manitoba agreed to exchange two acres of Crown (Manitoba) land for each acre of reserve land taken for purposes of the Project; and
- E. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to transfer to Canada administration and control of the Crown (Manitoba) lands described in Schedule "A", to be set apart as reserve for Mosakahiken, to complete the exchange requirements of Manitoba and Manitoba Hydro under the 1962 Arrangements.





No. ....

**Schedule "A"****Legal Description of Lands to be Transferred**

William River (proposed I.R. 31H)

*(to be completed after survey)*

Moose Lake Community West Site

*(to be completed after survey)*

Moose Lake Community East Site

*(to be completed after survey)*

William Lake Fish Station

*(to be completed after survey)*

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**SCHEDULE 4.8 - FORM OF COUNCIL RESOLUTION**  
**(REQUEST FOR RESERVE STATUS FOR PART 3, SCHEDULE 4.1 LANDS)**

**MOSAKAHIKEN CREE NATION**  
**COUNCIL RESOLUTION**

---

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- D. Under the 1962 Arrangements, Manitoba agreed to exchange two acres of Crown (Manitoba) land for each acre of Reserve land taken for purposes of the Project;
- E. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to transfer to Canada administration and control of the Crown (Manitoba) lands described in Schedule "A", to be set apart as reserve for Mosakahiken, in connection with the exchange requirements of Manitoba and Manitoba Hydro under the 1962 Arrangements;
- F. By Manitoba Order in Council No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_, a copy of which is attached hereto as Schedule "B", Manitoba has transferred to Canada administration and control of the lands described in Schedule "A"; and



- G. The Comprehensive Forebay Agreement provides, among other things, that Mosakahiken will, upon receipt of the Order in Council attached as Schedule "B", request, by Council Resolution, that Canada set apart as reserve the lands referred to in the said Order in Council and provide a copy of such Council Resolution to Canada and Manitoba.

**Therefore, be it resolved that:**

1. Mosakahiken hereby requests that Canada accept administration and control of the Crown (Manitoba) lands described in Schedule "A", which lands have been transferred to Canada pursuant to Manitoba Order in Council No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_, a copy of which is attached hereto as Schedule "B", and that Canada set these lands apart as reserve under the *Indian Act* (Canada) for the use and benefit of Mosakahiken;
2. Mosakahiken hereby requests that Canada take such further and other steps as may be required to effect the foregoing; and
3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Canada and Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

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**Schedule "A"**

**Legal Description of lands to be transferred**

William River (proposed I.R. 31H)

*(to be completed after survey)*

Moose Lake Community West Site

*(to be completed after survey)*

Moose Lake Community East Site

*(to be completed after survey)*

William Lake Fish Station

*(to be completed after survey)*



**Schedule "B"**

**(Manitoba Order in Council from Schedule 4.7 to be attached)**

**SCHEDULE 4.9 - FORM OF COUNCIL RESOLUTION  
(ROAD PERMIT)**

**MOSAKAHIKEN CREE NATION  
COUNCIL RESOLUTION**

---

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") in relation to the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. Land exchanges and certain other commitments contemplated under the 1962 Arrangements have not been completed to the satisfaction of all of the parties;
- C. A certain road (the "Road") has been constructed in the location identified on the sketch attached hereto as Schedule "A", a portion of which Road is located on Mosakahiken reserve lands at Crossing Bay I.R. 31G;
- D. No right of way or easement exists for that portion of the Road located on Mosakahiken reserve lands at Crossing Bay I.R. 31G;
- E. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements and other issues among the parties, including issues relating to the construction of the Road on Mosakahiken reserve lands;
- F. The Comprehensive Forebay Agreement provides, among other things, that Mosakahiken will, by Council Resolution, consent to the use of a ninety-nine (99) foot right-of-way centered on the middle of the existing Road and request that the Minister of Indian Affairs and Northern Development, Canada, by permit in writing under subsection 28(2) of the *Indian Act* (Canada), authorize Manitoba to use that portion of Crossing Bay



I.R. 31G for purposes of the Road for such time as the right-of-way is required for purposes of the Road;

- G. The use of that portion of Crossing Bay I.R. 31G depicted in Schedule "A" (the "Permit Lands") for purposes of the existing Road is for the welfare of Mosakahiken, its members and others; and
- H. The Permit Lands are unencumbered reserve lands of Mosakahiken.

**Therefore, be it resolved that:**

1. Mosakahiken hereby consents to the use of a ninety-nine (99) foot right-of-way centered on the middle of the existing Road across that portion of Crossing Bay I.R. 31G identified as the "Permit Lands" for such time as the right-of-way is required for purposes of the road;
2. Mosakahiken hereby requests that the Minister of Indian Affairs and Northern Development, Canada, by permit in writing under subsection 28(2) of the *Indian Act* (Canada), authorize Manitoba to use the Permit Lands for purposes of the Road for such time as the right-of-way is required for purposes of the road; and
3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to the Minister of Indian Affairs and Northern Development, Canada and to Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

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**Schedule "A"**

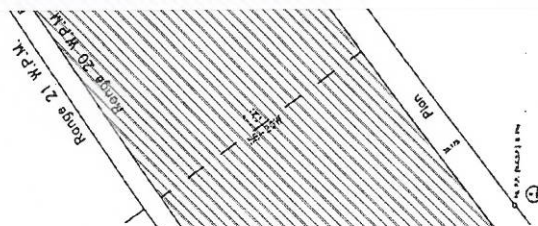
**(Sketch of Road)**

**See attached Map 4.9.1**



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## Site 7.1



**SCHEDULE 4.10 - TOLKO ROAD**

**See attached Map labelled**

**"Mosakahiken Cree Nation**

**Existing Access Road"**



Map 4.10

Mosakahiken Cree Nation

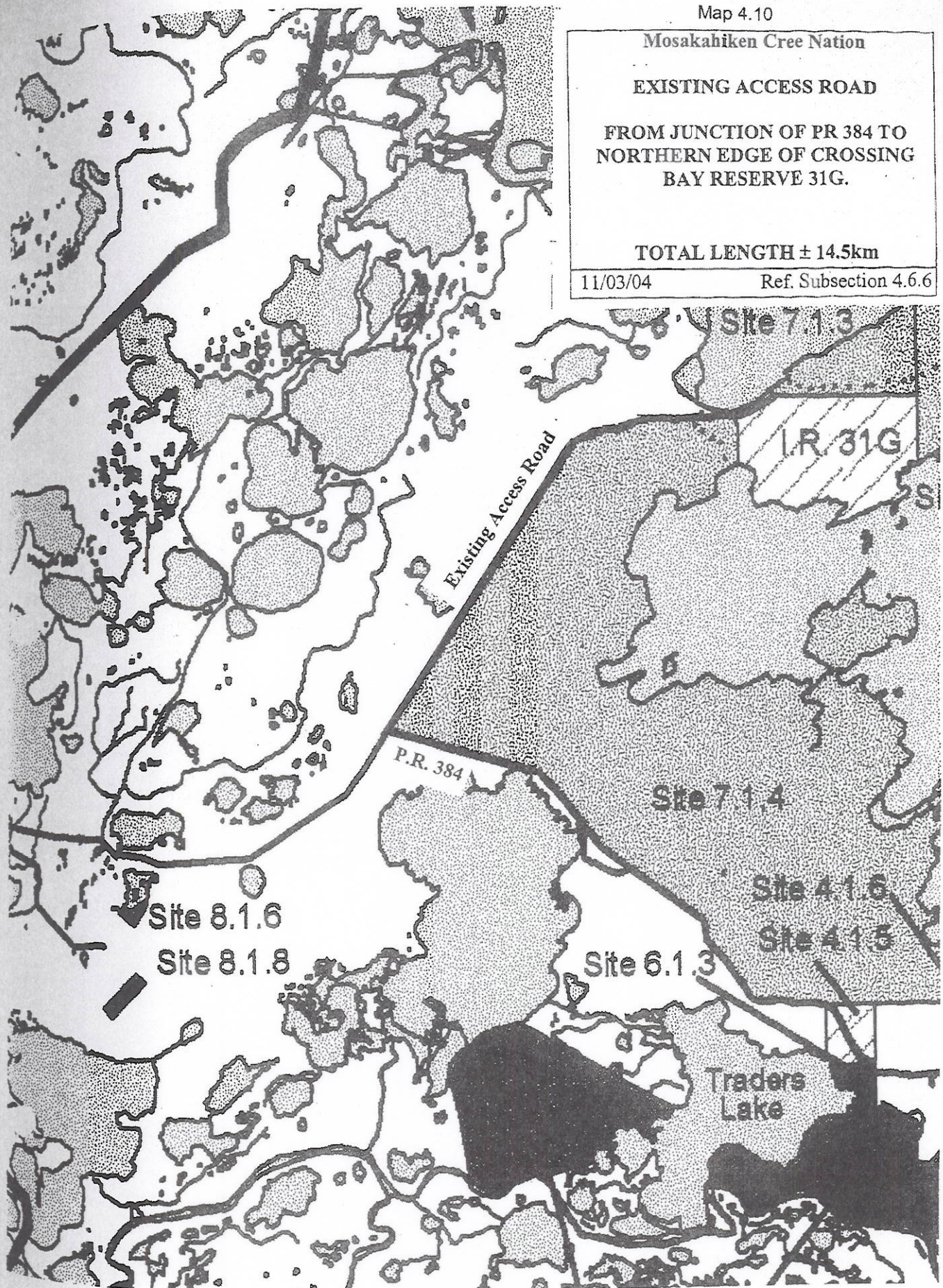
EXISTING ACCESS ROAD

FROM JUNCTION OF PR 384 TO  
NORTHERN EDGE OF CROSSING  
BAY RESERVE 31G.

TOTAL LENGTH  $\pm$  14.5km

11/03/04

Ref. Subsection 4.6.6





**ARTICLE 5**  
**PROJECT EASEMENT ON I.R. 31G**  
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Schedule 5.2	Form of <b>Council Resolution</b>

## ARTICLE 5

### 5.0 PROJECT EASEMENT ON I.R. 31G

#### 5.1 INTRODUCTION

##### 5.1.1 Introduction.

Article 5 provides for the granting of a **Project Easement** over the **Crossing Bay Easement Lands** in favour of **Manitoba** and **Hydro** on the terms set out in Article 5.

#### 5.2 EASEMENT LINE ON I.R. 31G

##### 5.2.1 Easement Line.

**Manitoba**, in consultation with **Mosakahiken** and **Hydro**, has determined the location of the **Easement Line** with respect to the parcel of **Exchange Lands** identified in Schedule 4.1 as Site 4.1.1 "Crossing Bay I.R. 31G", which **Easement Line** is depicted on the airphoto mosaic in Schedule 5.1.

##### 5.2.2 Explanatory Plan.

**Manitoba**, in consultation with **Mosakahiken** and **Hydro**, has:

- (a) surveyed the **Easement Line** by photogrammetric methods sufficient to produce an explanatory plan of the **Easement Line** of a nature referred to in section 31 of the *Canada Lands Surveys Act* (Canada); and
- (b) provided the data to **Mosakahiken** and **Hydro**.

##### 5.2.3 Explanatory Plan of Easement Line.

**Manitoba** will:

- (a) produce, or cause to be produced, an explanatory plan of the **Easement Line** of a nature referred to in section 31 of the *Canada Land Surveys Act* (Canada);
- (b) provide copies of the explanatory plan to **Mosakahiken**, **Hydro** and **Canada**; and
- (c) provide a description of the lands which will be subject to the **Project Easement** to **Mosakahiken**, **Hydro** and **Canada**.



#### 5.2.4 Field Survey of Easement Line.

**Manitoba**, in cooperation with **Mosakahiken**, will cause the **Easement Line** to be demarcated on the land by field survey methods in accordance with the survey instructions set out in Schedule 10.1. Subject to and conditional upon **Mosakahiken** making arrangements to allow access to **Manitoba** to complete the survey, such survey of the **Easement Line** will be completed within twelve (12) months of notice in writing from **Mosakahiken** that such arrangements are in place.

### 5.3 GRANT OF PROJECT EASEMENT

#### 5.3.1 Agreement Referendum.

**Chief and Council** will, pursuant to and in accordance with Article 21, cause to be held, the **Agreement Referendum**.

#### 5.3.2 Where Agreement Approved.

If the **Electors** approve the **Agreement** in accordance with Article 21, then **Chief and Council** will:

- (a) by **Council Resolution** substantially in the form attached as Schedule 5.2:
  - (i) consent to the use of the **Crossing Bay Easement Lands** by **Hydro** and **Manitoba** for **Project** purposes on the terms and conditions set forth in the **Council Resolution**; and
  - (ii) request that **Canada** grant the **Project Easement** on the **Crossing Bay Easement Lands** pursuant to section 35 of the *Indian Act* (Canada);
- (b) provide a copy of the **Council Resolution** referred to in paragraph (a) to each of **Canada, Manitoba** and **Hydro**.

### 5.4 CONDITION PRECEDENT

#### 5.4.1 Condition Precedent.

The following provisions of Article 5, namely:

- (a) the production of the explanatory plan of the **Easement Line** in accordance with subsection 5.2.3;

- (b) the majority of the **Electors** approving the **Agreement** by way of the **Agreement Referendum** held in accordance with Article 21; and
- (c) the passing of the **Council Resolution** under paragraph 5.3.2(a);

will be fulfilled prior to or contemporaneously with, the formal execution of this **Agreement**, and are a condition precedent to this **Agreement** taking force and effect and to the creation of any obligation to pay any portion of the payments contemplated to be made pursuant to subsection 2.2.3.

**SCHEDULE 5.1 - EASEMENT LINE ON MOSAKAHIKEN CREE NATION CROSSING BAY  
I.R. 31G**

See attached Airphoto Mosaic



**ARTICLE 7**  
**ADDITIONAL LANDS**  
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Schedule 7.4	Form of <b>Council Resolution</b> (Confirmation by <b>Mosakahiken</b> – <b>Additional Lands</b> )
Schedule 7.5	Form of Manitoba Order in Council (Transfer of <b>Additional Lands</b> )
Schedule 7.6	Form of <b>Council Resolution</b> (Request for <b>Reserve Status</b> – <b>Additional Lands</b> )

## ARTICLE 7

### 7.0 ADDITIONAL LANDS

#### 7.1 INTRODUCTION

##### 7.1.1 Introduction.

Article 7 provides for the transfer of **Additional Lands** to or for the benefit of **Mosakahiken**.

#### 7.2 ADDITIONAL LANDS

##### 7.2.1 Description of Additional Lands.

The **Additional Lands** have been agreed upon by **Mosakahiken** and **Manitoba** and are described in Schedule 7.1.

##### 7.2.2 Land Use Permits.

**Manitoba** will issue a **Land Use Permit** for each parcel of **Additional Lands** in accordance with Article 9.

##### 7.2.3 Lands Bordering Actual Shoreline.

###### **Manitoba:**

- (a) confirms that **Mosakahiken** has the right of free access over the Crown (Manitoba) land situated between the actual water's edge of North and South Moose Lake and the lower boundary of each parcel of **Additional Lands**; and
- (b) agrees that no person other than **Hydro**, **Manitoba** or **Mosakahiken** can construct on or in any way alter the Crown (Manitoba) land situated between the actual water's edge of North and South Moose Lake and the lower boundary of each parcel of **Additional Lands**.

##### 7.2.4 Transfer of Additional Lands.

At any time after a **Land Use Permit** is issued for a parcel of **Additional Lands**, **Mosakahiken** may:

- (a) by **Council Resolution** substantially in the form attached as Schedule 7.2, request that the parcel be transferred to **Canada** in order that it be set apart as



**Reserve** subject to any required **Project Easement**, as provided for in section 7.4; or

- (b) by **Council Resolution** substantially in the form attached as Schedule 7.3, request that the parcel be transferred, subject to any required **Project Easement**, to the **Land Corporation** in fee simple, in which case Article 9 will apply.

#### 7.2.5 Disposition of Mines and Minerals to Third Parties.

**Manitoba** will continue to withhold from disposition to any third party the Crown interests in mines and minerals within the **Additional Lands** until **Canada** accepts administration and control of the **Additional Lands**, or the lands are transferred to the **Land Corporation** in fee simple.

### 7.3 SURVEYS

#### 7.3.1 Request for Approval of Survey Instructions.

**Manitoba** will request that the Surveyor General of Canada approve the survey instructions for the **Additional Lands**, which instructions will be based on Schedule 10.1.

#### 7.3.2 Surveys by Manitoba.

As soon as reasonably practicable after the **Date of this Agreement**, and having regard to field conditions, **Manitoba**, in consultation with **Mosakahiken** and **Hydro**, will commence legal surveys of the boundaries of **Additional Lands** in accordance with subsection 7.3.3 and the survey instructions referred to in subsection 7.3.1.

#### 7.3.3 Completion of Surveys.

Subject to subsection 7.3.4, **Manitoba** will make reasonable efforts to have legal surveys completed in relation to each parcel of **Additional Lands** within twelve (12) months of:

- (a) the commencement of the survey of such parcel of **Additional Lands**;
- (b) the approval of a change in survey instructions under subsection 10.3.6 in respect of such parcel of **Additional Lands**; or
- (c) the date of the final resolution of any dispute arising under Article 11 in relation to such parcel.



#### 7.3.4 Delay in Surveying.

Where a legal survey referred to in subsection 7.3.2 is delayed due to:

- (a) weather or other conditions outside the control of **Manitoba**;
- (b) a change in survey instructions under subsection 10.3.6; or
- (c) any dispute which may arise in relation to a proposed change in survey instructions for a parcel;

**Manitoba** will complete or cause to be completed a legal survey of the boundaries of the parcel of **Additional Lands** as soon thereafter as may be reasonably practicable.

### 7.4 **TRANSFER OF LANDS TO CANADA**

#### 7.4.1 Application of this Section.

Section 7.4 relates to parcels of **Additional Lands** that are to be transferred to **Canada** to be set apart as **Reserve** subject to any required **Project Easements**, and will only apply with respect to any parcel following the receipt of written assurances from **Canada** that **Canada** will:

- (a) accept administration and control of the parcel;
- (b) grant a **Project Easement** in favour of **Manitoba** and **Hydro** if required for that parcel; and
- (c) set the parcel apart as **Reserve** subject to any required **Project Easement**.

#### 7.4.2 Transfer Free from Encumbrances.

**Manitoba** will, in accordance with section 7.4, transfer to **Canada** the administration and control of the **Additional Lands**, subject, where applicable, to a **Project Easement**, but otherwise free and clear of all encumbrances, reservations, estates, rights and interests in favour of any person, other than **Canada**, or person whose interest is claimed through **Canada**, for the purpose of **Canada** setting apart those lands as **Reserve**, and for greater certainty:

- (a) no reservations to **Manitoba** under subsection 4(1) of *The Crown Lands Act* (Manitoba) will apply to the **Additional Lands**; and

- (b) administration and control of rights in mines and minerals, both precious and base, rights in Crown timber and all other estates, rights and interests will be transferred by **Manitoba** to **Canada** as part of the **Additional Lands**.

7.4.3 Plans and Descriptions Provided by **Manitoba**.

Prior to the transfer of administration and control of any parcel of **Additional Lands** for which administration and control is to be transferred by **Manitoba** to **Canada** under this **Agreement**, **Manitoba** will:

- (a) determine that the legal descriptions of the parcel of **Additional Lands** and of any portion of the parcel to be subject to a **Project Easement** are satisfactory to the Surveyor General of Canada; and
- (b) provide to **Mosakahiken**:
  - (i) a plan of the boundaries of the parcel of **Additional Lands**,
  - (ii) a legal description of the parcel of **Additional Lands**, and
  - (iii) a legal description of any portion of the parcel to be subject to a **Project Easement**.

7.4.4 Confirmation by **Mosakahiken**.

Upon receipt of the plans and legal descriptions, provided by **Manitoba** under subsection 7.4.3, **Mosakahiken** will:

- (a) by **Council Resolution** substantially in the form attached as Schedule 7.4, confirm in relation to each parcel that as at the date of such **Council Resolution**:
  - (i) the parcel is properly described as **Additional Lands**,
  - (ii) no condition, which does not meet acceptable environmental standards as contemplated under section 11.4, has been discovered,
  - (iii) the parcel has not been rejected under section 11.4,
  - (iv) there has been no fundamental change in respect of the parcel of the nature contemplated in subsection 11.5.2,



- (v) any portion of the parcel to be subject to a **Project Easement** is properly described, and
  - (vi) the parcel is accepted by **Mosakahiken** as **Additional Lands** subject to any **Project Easement** required for that parcel; and
- (b) provide a copy of the **Council Resolution** referred to in paragraph (a) to both **Manitoba** and **Canada**.

7.4.5 Provision of Form of Order in Council to **Canada**.

Upon receipt by **Manitoba** of:

- (a) confirmation by the Surveyor General of Canada that the plans and legal descriptions referred to in subsection 7.4.3 are acceptable to the Surveyor General of Canada; and
- (b) the **Council Resolution** referred to in subsection 7.4.4;

**Manitoba** will provide **Canada** with a copy of the form of Order in Council attached as Schedule 7.5 transferring administration and control of the **Additional Lands** to **Canada**, for the purpose of **Canada** setting these lands apart as **Reserve** and, where applicable, granting **Project Easements**.

7.4.6 Consultation on Changes to Form of Order in Council.

If **Canada** requires changes to the form of Order in Council provided to it by **Manitoba** under subsection 7.4.5, **Manitoba** will consult with **Canada** and **Mosakahiken** on the changes required to the form of Order in Council.

7.4.7 Transfer by Order in Council.

Following assurances from **Canada** that the form of Order in Council referred to in subsection 7.4.5 is acceptable to **Canada**, **Manitoba** will:

- (a) transfer, by Order in Council substantially in the form of Schedule 7.5 or, where applicable, in the form determined as a result of the consultation under subsection 7.4.6, administration and control of the **Additional Lands** to **Canada** for the purpose of **Canada** accepting administration and control of those **Additional Lands**, granting any required **Project Easements** and setting those

**Additional Lands** apart as **Reserve** subject to any required **Project Easements**; and

- (b) provide a certified copy of the Order in Council to both **Mosakahiken** and **Canada**.

7.4.8 Request for **Reserve** Status.

Upon receipt of a certified copy of the Order in Council referred to in paragraph 7.4.7(b), **Mosakahiken** will:

- (a) by **Council Resolution** substantially in the form attached as Schedule 7.6, request that **Canada** set apart as **Reserve** the **Additional Lands** referred to in that Order in Council, subject, where applicable, to **Project Easements**; and
- (b) provide a copy of the **Council Resolution** referred to in paragraph (a) to each of **Canada**, **Manitoba** and **Hydro**.

7.4.9 Acceptance and Setting Apart of **Additional Lands** by **Canada**.

Upon **Manitoba's** receipt of the **Council Resolution** referred to in subsection 7.4.8, **Manitoba** will request that **Canada**:

- (a) record the plans referred to in subsection 7.4.3 in accordance with the *Canada Lands Surveys Act* (Canada);
- (b) by instrument under the *Federal Real Property Act* (Canada), accept administration and control of the **Additional Lands**, being a requirement for the lands to be set apart as **Reserve**;
- (c) provide notice of acceptance of administration and control to **Mosakahiken** and **Manitoba**;
- (d) grant **Project Easements** in favour of **Manitoba** and **Hydro** on those parcels of **Additional Lands** where **Project Easements** are required;
- (e) transfer partial administration and control to **Manitoba**, on the same terms and conditions as contained in the **Project Easement Agreements**, for the **Additional Lands**;



- (f) by Privy Council Order, set the **Additional Lands** referred to in that **Council Resolution** apart as **Reserve** subject, where applicable, to **Project Easements** and file the **Project Easement Agreements** on the **Additional Lands** in accordance with the *Indian Act* (Canada); and
- (g) provide fully executed copies of the **Project Easement Agreements** and the Privy Council Order(s) relevant to the **Additional Lands** to each of **Manitoba, Mosakahiken and Hydro**.

#### 7.4.10 Execution of Project Easement Agreements.

The **Parties** will, with **Canada**, execute any **Project Easement Agreements** necessary for **Canada** to grant a **Project Easement** for those parcels of **Additional Lands** where **Project Easements** are required.

#### 7.4.11 Completion of Process.

The **Parties** will cooperate to enable **Canada** to complete the processes outlined in subsection 7.4.9 as soon as practicable after **Canada's** receipt of the **Council Resolution** referred to in subsection 7.4.8 as such processes relate to the **Additional Lands** referred to in that **Council Resolution**.

## SCHEDULE 7.1 - ADDITIONAL LANDS

The acreage shown for individual sites has not been adjusted to exclude the area of those exclusions which are identified in this schedule but not identified on the map for that site.

### Site 7.1.1 Moose Lake Narrows North

640+/- acres

Map 7.1.1

#### Boundary Description

Commencing at the intersection of UTM 6 Grid Line 5979340 with the OHWM of South Moose Lake and thence Westerly along the said Grid Line to its intersection with the **OHWM** of North Moose Lake, thence Southwesterly along the said **OHWM** to the North Arm Narrows, thence Easterly across the said Narrows to the **OHWM** of South Moose Lake, thence Northeasterly along the said **OHWM** to the point of commencement

#### Exclusions

- Firstly, lands required for public purposes for Access Road, ninety-nine foot right-of-way in approximate location as shown on Map 7.1.1
- Secondly, lands required for **Project** purposes with respect to the **Moose Lake Narrows Control Structure**, as shown on the plan referred to in paragraph 1.2.1(mm).

#### Project Easements

- All those lands lying between the **OHWM** of South Moose Lake and North Moose Lake and an **Easement Line**.

### Site 7.1.2 Moose Lake Narrows South

11,522 +/- acres

Map 7.1.2

#### Boundary Description

Commencing at the intersection of the **OHWM** of South Moose Lake with the Eastern Limit of Moose Lake I.R. 31G as shown on Plan 5048 PLTO (N. Div.), thence Easterly and Northerly along the said **OHWM** to the North Arm Narrows, thence Westerly across the said Narrows to the **OHWM** of North Moose Lake, thence Southerly and Westerly



along the said **OHWM** to the intersection with the said straight line production Northerly of the Eastern Limit of Moose Lake I.R. 31G, thence Southerly along the said production to the point of commencement.

#### Exclusions

- Firstly, lands required for public purposes for Access Road, ninety-nine foot right-of-way in approximate location as shown on Map 7.1.2
- Secondly, lands required for **Project** purposes with respect to the **Moose Lake Narrows Control Structure**, as shown on the plan referred to in paragraph 1.2.1(mm).

#### Project Easements

- All those lands lying between the **OHWM** of South Moose Lake and North Moose Lake and the **Easement Line**.

#### **Site 7.1.3, Extension I.R. 31G**

**1247 +/- acres      Map 7.1.3**

#### Boundary Description

- Commencing at the Northeast corner of Moose Lake I.R. No. 31G as shown on Plan 5048 PLTO (N. Div.), thence Northerly on the straight production Northerly of the Eastern Limit of the said I.R. plan to its intersection with the **OHWM** of North Moose Lake, thence Westerly along said **OHWM** to the Western Limit of unsurveyed Township 56 Range 20 WPM, thence Southerly along the said Western Limit to the Northern Limit of unregistered Plan of Public Road sworn to by D. Hoplock M.L.S. on March 7, 2002 thence, Easterly along said Northern Limit and its straight production easterly to its intersection with the Western Limit of I.R. No. 31G, Plan 5048 PLTO (N. Div.) thence Northerly along said Western Limit of I.R. 31G thence Easterly along the Northern Limit of I.R. 31G to the point of commencement.

#### Exclusions

- Lands required for public purposes for Access Road, ninety-nine foot right-of-way in approximate location as shown on Map 7.1.3

## Project Easements

All those lands lying between the **OHWM** of North Moose Lake and the **Easement Line**.

### Site 7.1.4 Extension to I.R. 31A

22,961+/- acres Map 7.1.4

#### Boundary Description

##### Parcel A

- Commencing at the intersection of the **OHWM** of South Moose Lake with the Western Limit of Moose Lake I.R. No. 31G as shown on Plan 5048 PLTO (N. Div.), thence Northerly along the said Western Limit to the Southern Limit of an unregistered Plan of Public Road sworn to by D. Hoplock M.L.S. on March 7, 2002, thence Westerly along the said Southern Limit to its intersection with Public Road Plan 6988 PLTO (N. Div.), thence Southeasterly along the Northeastern Limit of the said Public Road Plan 6988, to its intersection with the Northern Limit of Township 54 Range 20 WPM, thence Easterly along the said Northern Limit to its intersection with the Western Limit of Moose Lake I.R. No. 31A, thence Northerly along the said Western Limit to the Northern Limit of the said I.R. 31A, thence Easterly along the Northern Limit of I.R. 31A to its intersection with the **OHWM** of south Moose Lake, thence Northerly along the said **OHWM** to the point of commencement.

##### Parcel B

- The island in South Moose Lake at the intersection of UTM 6 Grid Line 404162<sup>m</sup> E and UTM 6 Grid Line 5961047<sup>m</sup> N.

##### Parcel C

- The island in South Moose Lake at the intersection of UTM 6 Grid Line 409132<sup>m</sup> E and UTM 6 Grid Line 5964045<sup>m</sup> N.

##### Parcel D

- The island in South Moose Lake at the intersection of UTM 6 Grid Line 411044<sup>m</sup> E and UTM 6 Grid Line 5958152<sup>m</sup> N.



Notwithstanding any other provision of this **Agreement**, all of Parcels B, C, or D will be subject to a **Project Easement** regardless of whether all or any part of such parcels are at or above elevation 848 feet A.S.L.

#### Exclusions

- Firstly, Part of Parcel C per Plan 6596 PLTO (N. Div.) lying North of the Northern Limit of Section 33, Township 54, Range 20 WPM.
- Secondly, for public purposes, the northeast quarter of unsurveyed Section 33, Twp 55, Range 21 West together with a sixty-six foot access Right-of-Way through the Southwest quarter of unsurveyed Section 4, Twp. 56, Range 21 West and the Northwest quarter of unsurveyed Section 33, Twp. 55, Range 21 West.
- Thirdly, Parcels A and B of Plan 30627 P.L.T.O. together with a strip of land 20 metres in width from the southwest corner of Parcel B to its junction with Parcel A.
- Fourthly, additional Right-of-Way required to accommodate Conceptional Highway Corridor Requirements for PR384 dated January 2001.
- Fifthly, for public purposes, the southwest quarter of unsurveyed Section 29, Twp. 55, Range 21 West and the southeast quarter of unsurveyed Section 30, Twp. 55, Range 21 West.

#### Project Easements

- All those lands lying between the **OHWM** of South Moose Lake and the **Easement Line**.

#### **Site 7.1.5 Bracken Lake**

**2559 +/- acres      Map 7.1.5**

#### Boundary Description

- Commencing at the intersection of the **OHWM** of Bracken Lake and UTM 6 Grid Line 5941961<sup>m</sup> N, thence westerly along the said Grid Line to its intersection with UTM 6 Grid Line 438620<sup>m</sup> E, thence southerly along the Grid Line 438620<sup>m</sup> E, to its intersection with UTM Grid Line 5937893<sup>m</sup> N, thence Easterly along Grid Line 5937893<sup>m</sup> N, to its intersection with the **OHWM** of Bracken Lake, thence northerly along the said **OHWM** to the point of commencement.

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**MAP 7.1.1**  
**See Attached**

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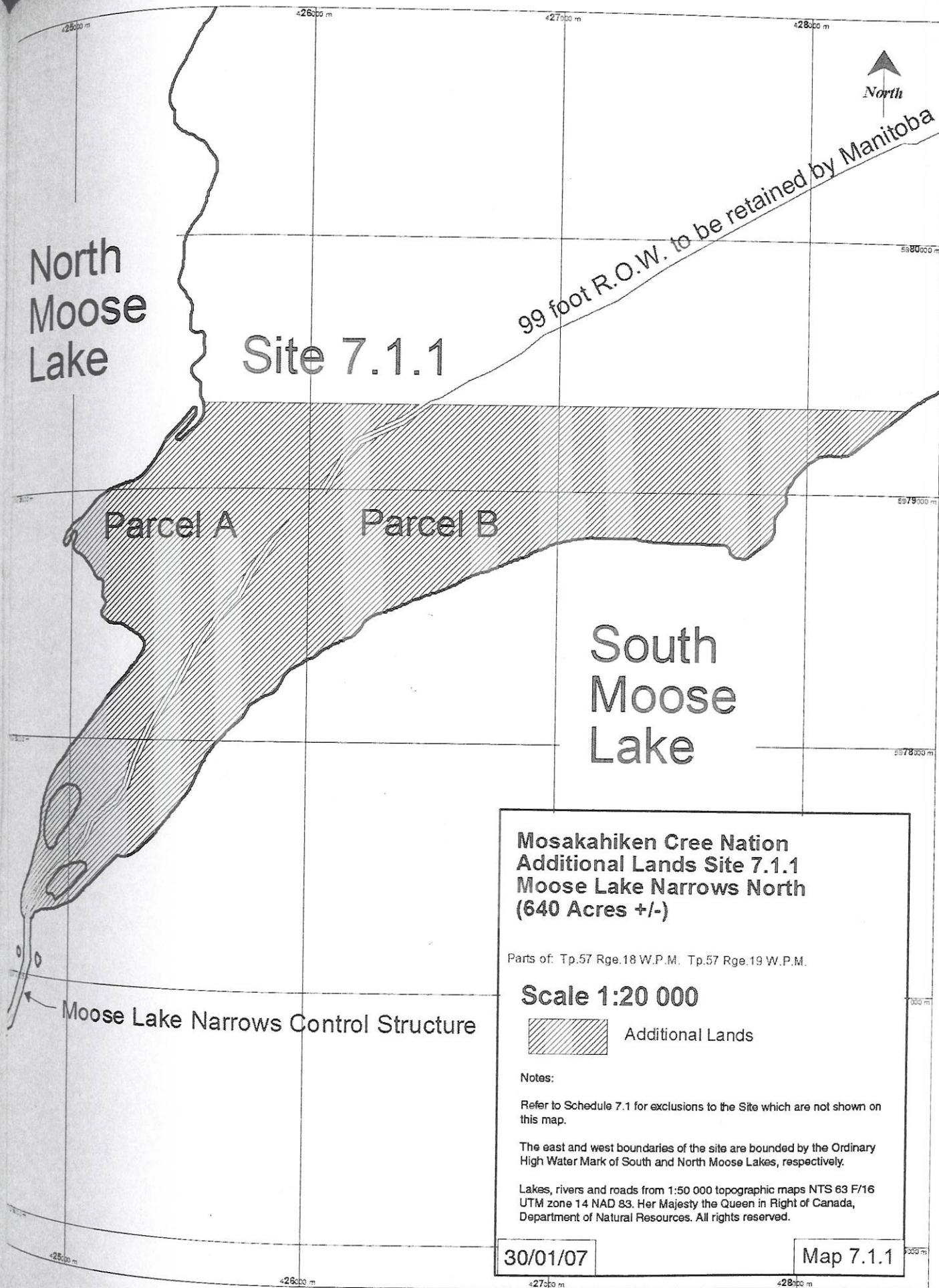
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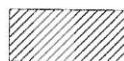




**Mosakahiken Cree Nation  
Additional Lands Site 7.1.1  
Moose Lake Narrows North  
(640 Acres +/-)**

Parts of: Tp.57 Rge.18 W.P.M. Tp.57 Rge.19 W.P.M.

**Scale 1:20 000**



Additional Lands

**Notes:**

Refer to Schedule 7.1 for exclusions to the Site which are not shown on this map.

The east and west boundaries of the site are bounded by the Ordinary High Water Mark of South and North Moose Lakes, respectively.

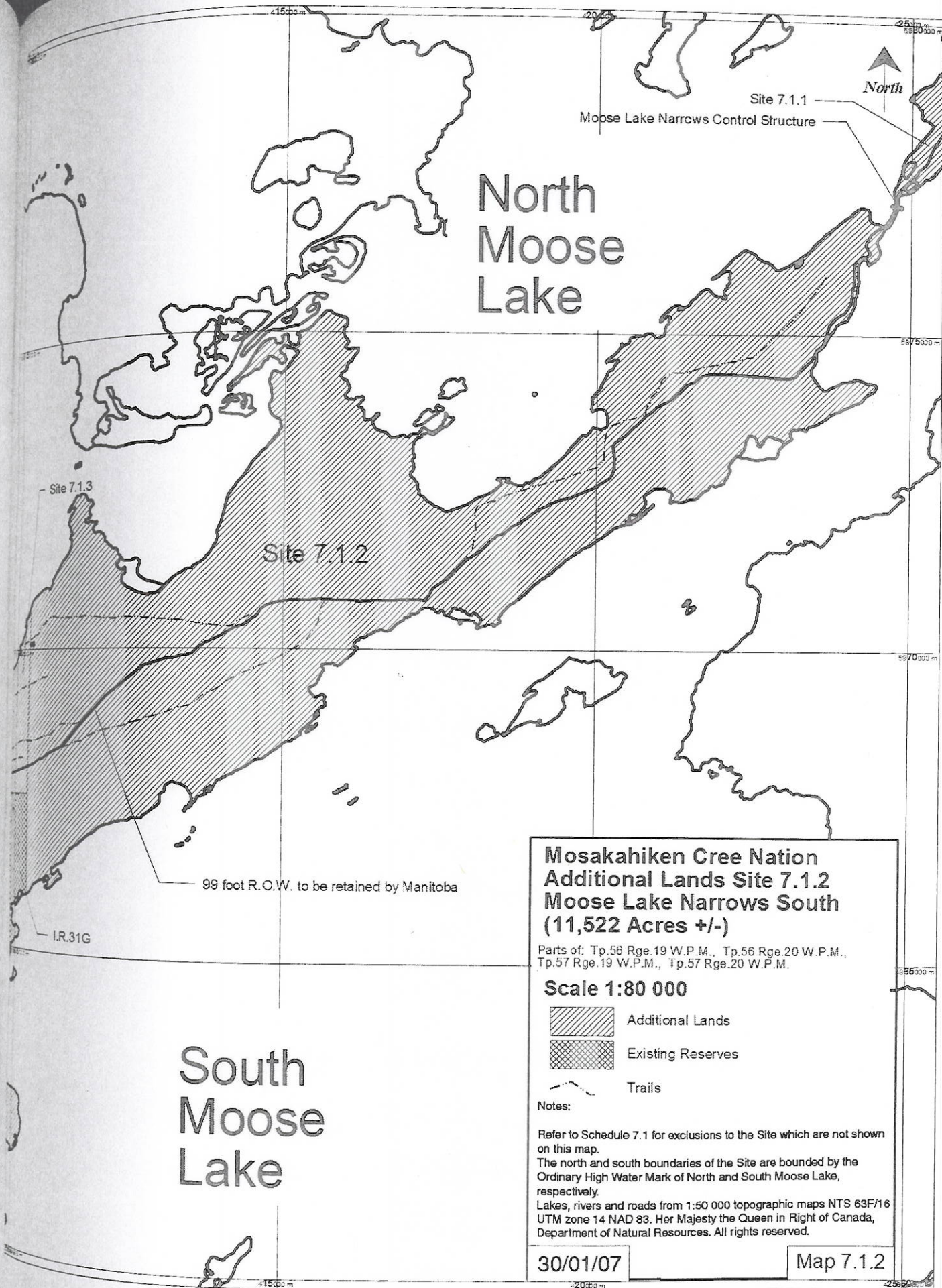
Lakes, rivers and roads from 1:50 000 topographic maps NTS 63 F/16 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/01/07

Map 7.1.1

**MAP 7.1.2**  
**See Attached**





**MAP 7.1.3**  
**See Attached**



# North Moose Lake



Site 7.1.2

99 foot R.O.W. to be retained by Manitoba

Site 7.1.3



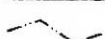
Site 7.1.4  
Parcel A)

I.R.31G Site 4.1.1

## Mosakahiken Cree Nation Additional Lands Site 7.1.3 Extension I.R.31G (1,247 Acres +/-)

Part of: Tp.56 Rge.20 W.P.M.

Scale 1:30 000

-  Additional Lands
-  Existing Reserve
-  Trails

### Notes:

The north boundary of the Site is bounded by the Ordinary High Water Mark of North Moose Lake.

Lakes, rivers and roads from 1:50 000 topographic maps NTS 63F/16 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

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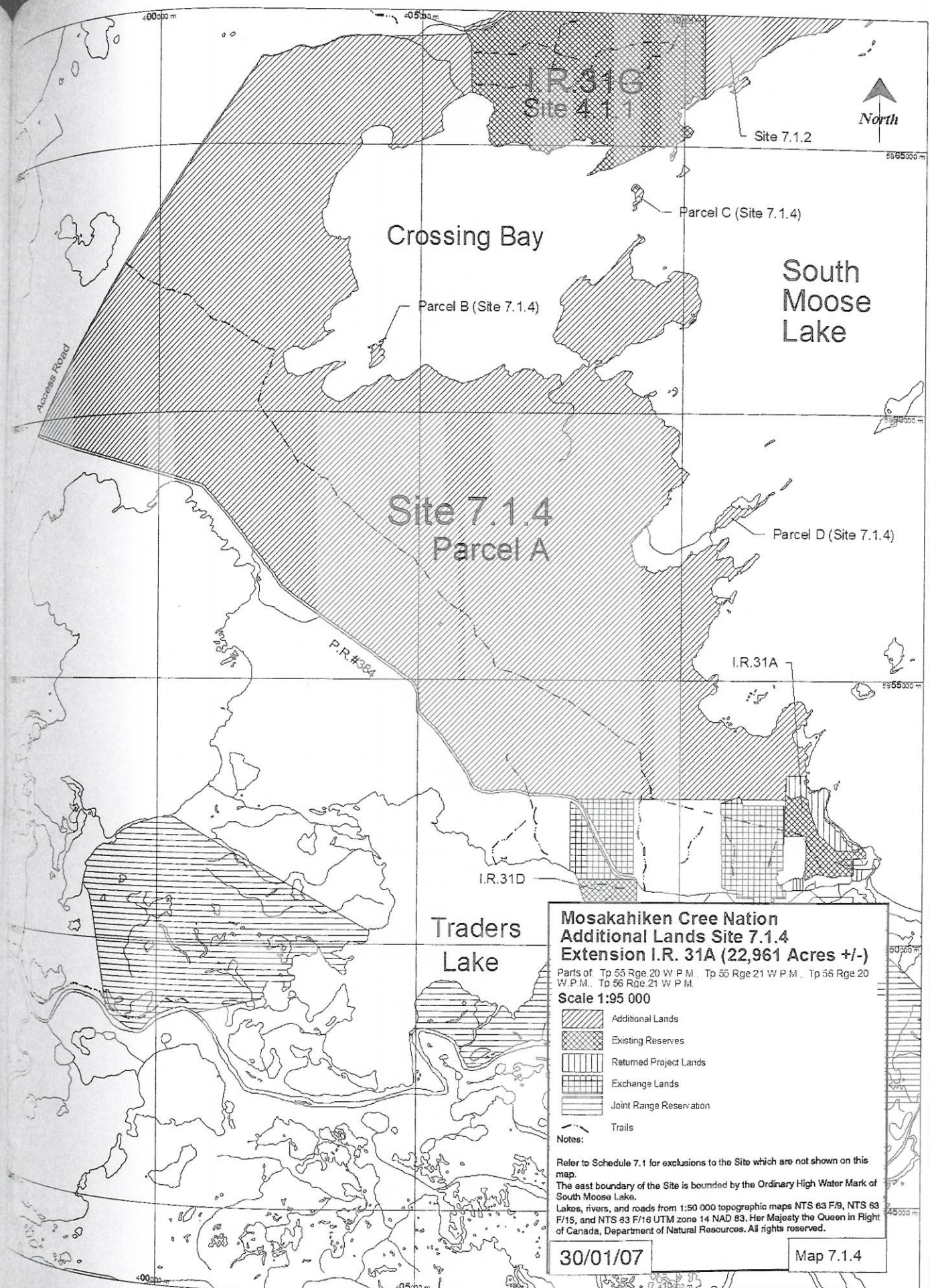
Map 7.1.3

# South Moose Lake



MAP 7.1.4  
See Attached





**Mosakahiken Cree Nation  
Additional Lands Site 7.1.4  
Extension I.R. 31A (22,961 Acres +/-)**

Parts of: Tp 55 Rge 20 W P.M., Tp 55 Rge 21 W P.M., Tp 56 Rge 20 W P.M., Tp 56 Rge 21 W P.M.

**Scale 1:95 000**

[Diagonal hatching]	Additional Lands
[Cross-hatching]	Existing Reserves
[Horizontal hatching]	Returned Project Lands
[Vertical hatching]	Exchange Lands
[Stippled]	Joint Range Reservation
[Dashed line]	Trails

**Notes:**

Refer to Schedule 7.1 for exclusions to the Site which are not shown on this map.

The east boundary of the Site is bounded by the Ordinary High Water Mark of South Moose Lake.

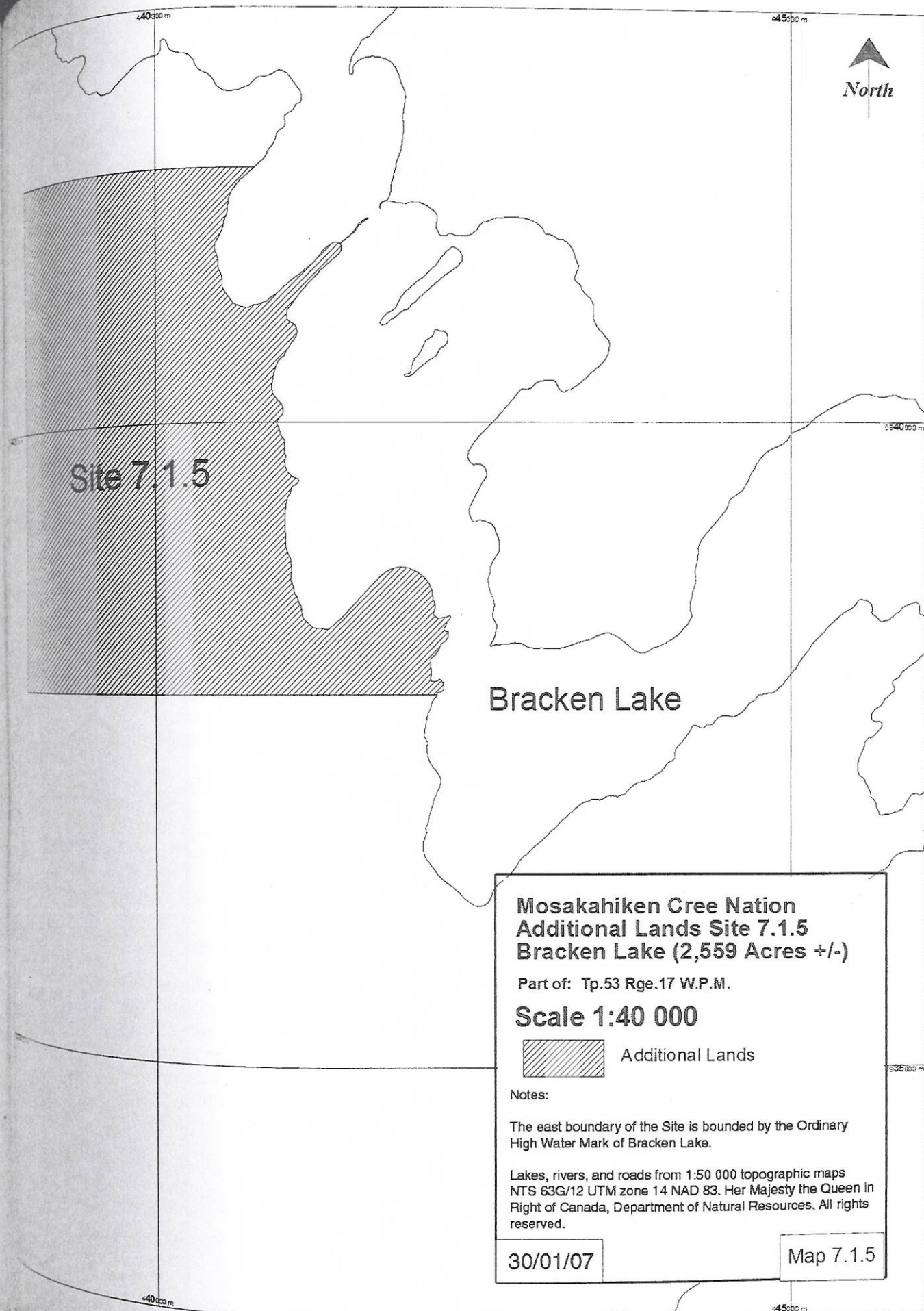
Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63 F/9, NTS 63 F/15, and NTS 63 F/16 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

**30/01/07**

**Map 7.1.4**

**MAP 7.1.5**  
**See Attached**





**SCHEDULE 7.2 - FORM OF COUNCIL RESOLUTION  
(REQUEST FOR TRANSFER TO CANADA – ADDITIONAL LANDS)**

**MOSAKAHIKEN CREE NATION  
COUNCIL RESOLUTION**

---

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- C. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will provide to or for the benefit of Mosakahiken certain parcels of Crown (Manitoba) land described in Schedule "A" hereto;
- D. With respect to those parcels described in Schedule "A" which are impacted by the Project, Manitoba Hydro and Manitoba require the limited rights and privileges to regulate the flow of and to inundate and store water on or over portions of such parcels sufficient to accommodate a maximum wind eliminated water level of 842 feet A.S.L. immediately upstream of the Grand Rapids Hydro-Electric Generating Station, and to affect from time to time such parcels to a level at or about 848 feet A.S.L., for purposes of the Project;
- E. Mosakahiken has agreed that this right be protected by way of an easement (the "Project Easement") in favour of Manitoba Hydro and Manitoba on the terms set out in the Comprehensive Forebay Agreement;



- F. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will, upon the request of Mosakahiken by Council Resolution, and upon receiving certain written assurances from Her Majesty the Queen in right of Canada ("Canada"), transfer to Canada administration and control of the Crown (Manitoba) lands described in Schedule "A" in order that these parcels be set apart as reserve for the use and benefit of Mosakahiken, subject to any required Project Easements; and
- G. Canada has provided written assurances that it will accept administration and control of the parcels, that it will grant, where applicable, a Project Easement to Manitoba and Manitoba Hydro, and that it will set each parcel apart as reserve for Mosakahiken subject to a Project Easement, where applicable.

**Therefore, be it resolved that:**

1. Mosakahiken hereby requests that Manitoba transfer to Canada administration and control of the Crown (Manitoba) lands described in Schedule "A" to be set apart as reserve subject to any required Project Easements;
2. Mosakahiken hereby requests that Manitoba take such further and other steps as may be required to effect the foregoing in accordance with the provisions of the Comprehensive Forebay Agreement, including, without limitation, the completion of legal surveys of the boundaries of the lands; and
3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

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**Schedule "A"**

**Description of Additional Lands**

(insert parcel descriptions from Schedule 7.1)



**SCHEDULE 7.3 - FORM OF COUNCIL RESOLUTION**  
**(REQUEST FOR TRANSFER TO LAND CORPORATION - ADDITIONAL LANDS)**

**MOSAKAHIKEN CREE NATION**  
**COUNCIL RESOLUTION**

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- C. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will provide to or for the benefit of Mosakahiken certain parcels of Crown (Manitoba) land described in Schedule "A" hereto;
- D. With respect to those parcels described in Schedule "A" which are impacted by the Project, Manitoba Hydro and Manitoba require the limited rights and privileges to regulate the flow of and to inundate and store water on or over portions of such parcels sufficient to accommodate a maximum wind eliminated water level of 842 feet A.S.L. immediately upstream of the Grand Rapids Hydro-Electric Generating Station, and to affect from time to time such parcels to a level at or about 848 feet A.S.L., for purposes of the Project;
- E. Mosakahiken has agreed that this right be protected by way of an easement (the "Project Easement") in favour of Manitoba Hydro and Manitoba on the terms set out in the Comprehensive Forebay Agreement;

- F. Mosakahiken has incorporated a company under the name "Mosakahiken Land Corporation" (the "Land Corporation") to hold, on behalf of Mosakahiken, its interest in those lands to be provided by Manitoba in fee simple title under the Comprehensive Forebay Agreement; and
- G. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will, upon the request of Mosakahiken by Council Resolution, transfer to the Land Corporation in fee simple the lands described in Schedule "A", subject to any required Project Easement.

**Therefore, be it resolved that:**

1. Mosakahiken hereby requests that Manitoba transfer to the Land Corporation fee simple title to the lands described in Schedule "A", subject to any required Project Easements;
2. Mosakahiken hereby requests that Manitoba take such further and other steps as may be required to effect the foregoing in accordance with the provisions of the Comprehensive Forebay Agreement, including, without limitation, the completion of legal surveys of the boundaries of the lands; and
3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Manitoba and to execute all documents and do all things necessary to give effect to this resolution.



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**Schedule "A"**

**Description of Additional Lands**

(insert parcel descriptions from Schedule 7.1)

**SCHEDULE 7.4 - FORM OF COUNCIL RESOLUTION  
(CONFIRMATION BY MOSAKAHIKEN - ADDITIONAL LANDS)**

**MOSAKAHIKEN CREE NATION  
COUNCIL RESOLUTION**

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- C. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to transfer to Her Majesty the Queen in right of Canada ("Canada") administration and control of the parcels of Crown (Manitoba) lands described in Schedule "A" in order that these parcels be set apart as reserve for the use and benefit of Mosakahiken;
- D. With respect to those parcels described in Schedule "A" which are impacted by the Project, Manitoba Hydro and Manitoba require the limited rights and privileges to regulate the flow of and to inundate and store water on or over portions of such parcels sufficient to accommodate a maximum wind eliminated water level of 842 feet A.S.L. immediately upstream of the Grand Rapids Hydro-Electric Generating Station, and to affect from time to time such parcels to a level at or about 848 feet A.S.L., for purposes of the Project;
- E. Mosakahiken has agreed that this right be protected by way of an easement (the "Project Easement") in favour of Manitoba Hydro and Manitoba, as set out in the Comprehensive Forebay Agreement;



- F. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to complete legal surveys of the boundaries of the lands described in Schedule "A" and provide to Mosakahiken plans of the boundaries of each parcel, the legal description of such parcel and the legal description of any portion of such parcel to be subject to a Project Easement;
- G. Manitoba has completed such surveys and has provided to Mosakahiken the plans and legal descriptions referred to in paragraph F hereof; and
- H. The Comprehensive Forebay Agreement provides, among other things, that upon receipt of such plans and legal descriptions, Mosakahiken will, by Council Resolution, confirm in relation to each parcel of such lands certain matters as hereinafter specified.

**Therefore, be it resolved that:**

- 1. Mosakahiken hereby confirms in relation to each of the parcels of land described in Schedule "A" hereto that, as of the date hereof:
  - (a) the parcel is properly described as "Additional Lands" as defined in the Comprehensive Forebay Agreement,
  - (b) no condition, which does not meet acceptable environmental standards as contemplated in the Comprehensive Forebay Agreement, has been discovered by Mosakahiken in relation to such parcel,
  - (c) the parcel has not been rejected by Mosakahiken under section 11.4 of the Comprehensive Forebay Agreement,
  - (d) there has been no fundamental change in respect of the parcel of the nature contemplated in subsection 11.5.2 of the Comprehensive Forebay Agreement,
  - (e) any portion of the parcel to be subject to a Project Easement is properly described, and
  - (f) the parcel is accepted by Mosakahiken as "Additional Lands" as defined in the Comprehensive Forebay Agreement, subject to any Project Easements required for that parcel; and
- 2. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

**Schedule "A"****Legal Description of lands to be transferred**

(description will be completed after survey and will include all mines and minerals, both precious and base, rights in Crown timber and all other estates, rights and interests impliedly reserved to the Crown under *The Crown Lands Act* (Manitoba))



**SCHEDULE 7.5 - FORM OF MANITOBA ORDER IN COUNCIL  
(TRANSFER OF ADDITIONAL LANDS)**

See attached



No. ....

# SCHEDULE 7.5

## (FORM OF) ORDER IN COUNCIL

### ORDER

1. The administration and control of the Crown (Manitoba) lands described in Schedule "A" is transferred to Her Majesty the Queen in right of Canada ("Canada").
2. The Minister is authorized to execute all documents and to do all things necessary to give effect to this Order.

### BACKGROUND

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project"), including the need for acquisition and use of certain Mosakahiken lands for water storage, more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. On \_\_\_\_\_, 200\_\_\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to fully and finally resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- C. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to transfer to Canada administration and control of the parcels of Crown (Manitoba) lands described in Schedule "A" in order that these parcels be set apart as reserve for Mosakahiken;
- D. With respect to those parcels described in Schedule "A" which are impacted by the Project, Manitoba Hydro and Manitoba require the limited rights and privileges to regulate the flow of and to inundate and store water on or over portions of such parcels sufficient to accommodate a maximum wind eliminated water level of 842 feet A.S.L. immediately upstream of the Grand Rapids Hydro-Electric Generating Station, and to affect from time to time such parcels to a level at or about 848 feet A.S.L., for purposes of the Project;
- E. Mosakahiken has agreed that this right be protected by way of an easement (the "Project Easement") in favour of Manitoba Hydro and Manitoba, as set out in the Comprehensive Forebay Agreement; and
- F. Canada has provided written assurances that it will accept administration and control of the parcels, that it will grant, where applicable, a Project Easement to Manitoba Hydro and Manitoba on the same terms and conditions as agreed to between Mosakahiken, Manitoba and Manitoba Hydro in the Comprehensive Forebay Agreement, and that it will set each parcel apart as reserve for Mosakahiken subject to a Project Easement, where applicable.

Initiating Department/Agency

Authorized Officer

APPROVED BY:

Civil Service Commission

Finance

APPROVED AS TO FORM BY:

Name

Civil Legal Services or  
Legislative Counsel Office

Initials

RECOMMENDED:

Minister of Conservation  
APPROVED BY EXECUTIVE COUNCIL:

Presiding Member

ORDERED:

Lieutenant Governor

Date





No. ....

**Schedule "A"**

**Legal Description of Lands to be Transferred**

(description will be completed after survey and will include all mines and minerals, both precious and base, rights in Crown timber and all other estates, rights and interests impliedly reserved to the Crown under *The Crown Lands Act* (Manitoba))

2

**SCHEDULE 7.6 - FORM OF COUNCIL RESOLUTION  
(REQUEST FOR RESERVE STATUS - ADDITIONAL LANDS)**

**MOSAKAHIKEN CREE NATION  
COUNCIL RESOLUTION**

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- C. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to transfer to Her Majesty the Queen in right of Canada ("Canada") administration and control of the parcels of Crown (Manitoba) lands described in Schedule "A" in order that these parcels be set apart as reserve for the use and benefit of Mosakahiken;
- D. With respect to those parcels described in Schedule "A" which are impacted by the Project, Manitoba Hydro and Manitoba require the limited rights and privileges to regulate the flow of and to inundate and store water on or over portions of such parcels sufficient to accommodate a maximum wind eliminated water level of 842 feet A.S.L. immediately upstream of the Grand Rapids Hydro-Electric Generating Station, and to affect from time to time such parcels to a level at or about 848 feet A.S.L., for purposes of the Project;
- E. Mosakahiken has agreed that this right be protected by way of an easement (the "Project Easement") in favour of Manitoba Hydro and Manitoba, as set out in the Comprehensive Forebay Agreement;



- F. By Manitoba Order in Council No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_, a copy of which is attached hereto as Schedule "B", Manitoba has transferred to Canada administration and control of the lands described in Schedule "A"; and
- G. The Comprehensive Forebay Agreement provides, among other things, that Mosakahiken will, upon receipt of the Order in Council attached as Schedule "B", request, by Council Resolution, that Canada accept administration and control of the lands described in Schedule "A", grant, where applicable, a Project Easement on each parcel to Manitoba and Manitoba Hydro and set the lands apart as reserve subject to the Project Easement, where applicable, and that Mosakahiken then provide a copy of such Council Resolution to Canada and Manitoba.

**Therefore, be it resolved that:**

1. Mosakahiken hereby requests that Canada accept administration and control of the lands described in Schedule "A", which lands have been transferred to Canada pursuant to Manitoba Order in Council No. \_\_\_\_\_ dated \_\_\_\_\_, 200\_, a copy of which is attached hereto as Schedule "B", grant, where applicable, the Project Easements over the lands to Manitoba and Manitoba Hydro and set such lands apart as reserve subject to the Project Easements, where applicable;
2. Mosakahiken hereby requests that Canada take such further and other steps as may be required to effect the foregoing; and
3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Canada and Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

**Schedule "A"****Legal Description of lands to be transferred**

(description will be completed after survey and will include all mines and minerals, both precious and base, rights in Crown timber and all other estates, rights and interests impliedly reserved to the Crown under *The Crown Lands Act* (Manitoba))



**Schedule "B"**

**Order in Council**

**Transfer of Additional Lands**

**[Order in Council in form of Schedule 7.5]**

## ARTICLE 8

### PERMIT AND FEE SIMPLE LANDS AND QUARRY PERMIT LANDS

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## ARTICLE 8

### 8.0 PERMIT AND FEE SIMPLE LANDS AND QUARRY PERMIT LANDS

#### 8.1 INTRODUCTION

##### 8.1.1 Introduction.

Article 8 provides for:

- (a) the issuance of **Land Use Permits** for parcels of **Permit and Fee Simple Lands** and the transfer of those parcels in fee simple to the **Land Corporation**, where requested by **Mosakahiken**; and
- (b) the issuance of **Quarry Permits** for sites identified as **Quarry Permit Lands**.

#### 8.2 PERMIT AND FEE SIMPLE LANDS

##### 8.2.1 Identification of Permit and Fee Simple Lands.

The **Permit and Fee Simple Lands** consist of those lands that have been agreed upon by **Mosakahiken** and **Manitoba** and are identified in Part 1 of Schedule 8.1.

##### 8.2.2 Lands Bordering Actual Shoreline.

**Manitoba:**

- (a) confirms that **Mosakahiken** has the right of free access over the Crown (Manitoba) land situated between the actual water's edge of Moose Lake and the lower boundary of each parcel of **Permit and Fee Simple Lands**; and
- (b) agrees that no person other than **Hydro**, **Manitoba** or **Mosakahiken** can construct on or in any way alter the Crown (Manitoba) land situated between the actual water's edge of Moose Lake and the lower boundary of each parcel of **Permit and Fee Simple Lands**.

##### 8.2.3 Not Reserve.

The **Permit and Fee Simple Lands** will not, without the written permission of **Manitoba**, be set apart as **Reserve**, or be proposed to be set apart as **Reserve** by **Mosakahiken**, and it is the intention of the **Parties** that section 36 of the *Indian Act* (Canada) will have no application to the **Permit and Fee Simple Lands**.

### 8.3 LAND USE PERMITS

#### 8.3.1 Issuance of Land Use Permits.

As soon as reasonably practicable following the **Date of this Agreement**, **Manitoba** will issue a **Land Use Permit** to the **Land Corporation** for each parcel of **Permit and Fee Simple Lands**, substantially in the form attached as Schedule 8.2.

#### 8.3.2 Waiver of Fees and Charges.

**Manitoba** will waive any fees or charges for the issuance and renewal of **Land Use Permits** under Article 8.

### 8.4 SURVEY OF EASEMENT LINES AND PARCELS

#### 8.4.1 Request for Survey of Easement Line.

Where, prior to a request for transfer of a parcel of **Permit and Fee Simple Lands** pursuant to subsection 8.4.4, **Mosakahiken** proposes developing that parcel, **Mosakahiken** may request in writing that **Manitoba** determine the **Easement Line** for that parcel in accordance with Article 10.

#### 8.4.2 Field Survey of Easement Line.

Upon receipt of a request under subsection 8.4.1, **Manitoba** will:

- (a) determine whether the proposed development is in an area of the parcel adjacent to an **Easement Line** determined in accordance with Article 10; and
- (b) where **Manitoba** has determined that the proposed development is in an area of the parcel adjacent to an **Easement Line**, **Manitoba** will, subject to subsection 8.4.3, cause the **Easement Line** to be demarcated on the land by field survey methods within twelve (12) months of a request by **Mosakahiken** pursuant to subsection 8.4.1.

#### 8.4.3 Delay in Surveying.

Where the field survey referred to in subsection 8.4.2 is delayed due to:

- (a) weather or other conditions outside the control of **Manitoba**;
- (b) a change in survey instructions under subsection 10.3.6; or
- (c) any dispute which may arise in relation to a proposed change in survey instructions for a parcel;



Manitoba will cause the **Easement Line** to be demarcated on the land by field survey methods as soon thereafter as may be reasonably practicable.

#### 8.4.4 Request for Transfer in Fee Simple.

Subject to subsection 8.5.4, **Mosakahiken** may, by **Council Resolution** substantially in the form attached as Schedule 8.3, request that any parcel of the **Permit and Fee Simple Lands** be transferred to the **Land Corporation** in fee simple.

#### 8.4.5 Surveys.

Upon the receipt of a request under subsection 8.4.4, **Manitoba** will:

- (a) provide for the determination of any required **Easement Lines**, in which case Article 10 will apply with necessary modifications;
- (b) advise **Mosakahiken** and the **Directors** of the date on which legal surveys of the boundaries of the relevant parcel of the **Permit and Fee Simple Lands** will commence; and
- (c) cause legal surveys of the boundaries of the relevant parcel of **Permit and Fee Simple Lands** to be completed based on the survey instructions set out in Schedule 10.1 within such reasonable time period as may be determined, taking into account the then current volume of survey work being done by **Manitoba** and whether **Mosakahiken** has proposed developing the parcel.

#### 8.4.6 Water Boundary of Parcels.

The water boundary of a parcel of **Permit and Fee Simple Lands** will be the **Ordinary High Water Mark** as it prevails after the **Project**, subject to subsections 8.4.7 and 8.4.8.

#### 8.4.7 Water Boundary of Lands subject to Project Easement.

Where the parcel of **Permit and Fee Simple Lands** is adjacent to a water body that is affected by the **Project**, the parcel will be subject to a **Project Easement** in accordance with Article 10.

#### 8.4.8 Water Boundary of Lands not subject to Project Easement.

Where the parcel is not adjacent to a water body that is affected by the **Project**, the parcel will, without special mention, be subject to the condition that neither **Manitoba** nor **Hydro**

will be liable for the effects of raising or lowering water levels adjacent to that parcel, and section 13.1 of *The Crown Lands Act* (Manitoba) will apply with necessary modifications.

## 8.5 TRANSFER IN FEE SIMPLE

### 8.5.1 Registration of Transfer of Title.

Subject to subsections 8.5.2, 8.5.3 and 8.5.4, upon:

- (a) completion of the legal survey of the relevant parcel of the **Permit and Fee Simple Lands**; and
- (b) confirmation by **Mosakahiken**, by **Council Resolution** substantially in the form attached as Schedule 8.4, that such parcel is the parcel to be transferred pursuant to this **Agreement**;

**Manitoba** will register, in the appropriate Land Titles Office, a transfer to the **Land Corporation** of fee simple title in relation to that parcel.

### 8.5.2 Reservations to Manitoba.

**Manitoba** will reserve out of each parcel of **Permit and Fee Simple Lands** those reservations contained in clauses 4(1)(b), (c), (d), (e) and (f) of *The Crown Lands Act* (Manitoba). The reservation contained in clause 4(1)(a) of *The Crown Lands Act* (Manitoba) will not be reserved to **Manitoba**.

### 8.5.3 Project Easements for Sites 8.1.3 and 8.1.5.

Without limiting the application of subsection 8.4.7, titles for the parcels described in Part 1 of Schedule 8.1 as Site 8.1.3 "South Moose Lake E. Arm" and Site 8.1.5 "South Moose Lake N.", which parcels are depicted on Maps 8.1.3 and 8.1.5 respectively, will be subject to a **Project Easement**. The transfers of fee simple title to such parcels by **Manitoba** to the **Land Corporation** pursuant to subsection 8.5.1 will not be registered until the **Land Corporation** has executed and delivered **Project Easement Agreements** in the form set out in Schedule 10.3. Caveats with respect to the **Project Easement Agreements** will be registered by **Manitoba** in series with the transfer of the parcels.



8.5.4 No Transfer of Site 8.1.1.

Section 8.5 will not apply to the parcel described in Part 1 of Schedule 8.1 as Site 8.1.1 "Moose River".

8.6 **GENERAL CONDITIONS**

8.6.1 Costs of Surveys and Transfers.

Subject to subsection 8.6.2, **Manitoba** will complete all surveys, transfers and registrations of title for each parcel of **Permit and Fee Simple Lands** that is to be transferred in fee simple to the **Land Corporation** under this **Agreement**, at no cost to **Mosakahiken** or the **Land Corporation**, and **Manitoba** will pay any land transfer tax which may otherwise be payable.

8.6.2 Costs Chargeable.

Should the **Land Corporation** decline to accept fee simple title of any parcel of **Permit and Fee Simple Lands** after the commencement of the legal survey for such parcel, the cost of the survey and the registration of title, if incurred, plus other reasonable costs, will be paid by **Mosakahiken** to **Manitoba** on demand.

8.6.3 Relief from Assessment and Taxation.

If the **Permit and Fee Simple Lands**, including any buildings or improvements on the land, are, or become, subject to assessment and taxation by **Manitoba** or entities which derive their taxing authority under a law of Manitoba, **Manitoba** will:

- (a) take any steps within its control in order to exempt such lands from assessment and taxation;
- (b) provide for a remission order in respect of such taxes; or
- (c) provide a grant equal to the amount of such taxes.

8.6.4 Expropriation.

If any portion of the **Permit and Fee Simple Lands** held by or under the control of **Mosakahiken** is expropriated under the legislative authority of **Manitoba**, **Manitoba** will provide due compensation to the **Land Corporation** in accordance with *The Expropriation Act* (Manitoba).

#### 8.6.5 Replacement Land.

As all or part of the compensation for an expropriation referred to in subsection 8.6.4, the **Land Corporation** may elect to receive replacement land in accordance with subsection 8.6.6.

#### 8.6.6 Identification of Replacement Land.

Where the **Land Corporation** elects to receive replacement land under subsection 8.6.5:

- (a) **Manitoba** and **Mosakahiken** will negotiate to identify replacement land from unoccupied and unencumbered Crown (Manitoba) land within the **Moose Lake Resource Management Area**;
- (b) **Manitoba** will transfer an agreed interest in the replacement land to the **Land Corporation**; and
- (c) the expropriation may proceed notwithstanding that **Manitoba** and **Mosakahiken** have not reached an agreement on the identification of replacement land.

#### 8.6.7 Permits to Third Parties.

Subject to Article 13 and Article 14, nothing in Article 8 affects the right of any person to acquire, or the right of **Manitoba** to issue, land use permits to third parties for any lands within the **Moose Lake Resource Management Area** which have not been selected as **Exchange Lands**, **Additional Lands** or **Permit and Fee Simple Lands**.

### 8.7 QUARRY PERMIT LANDS

#### 8.7.1 Issuance of Quarry Permits.

As soon as reasonably practicable following the **Date of this Agreement**, **Manitoba**, through the Director of Mines, will issue **Quarry Permits** to the **Land Corporation** substantially in the form attached as Schedule 8.5 for the sites identified as **Quarry Permit Lands** in Part 2 of Schedule 8.1.

#### 8.7.2 Renewable Annually without Charge.

**Quarry Permits** issued under subsection 8.7.1 will be renewable annually without rent, royalty or other charge.



## SCHEDULE 8.1 – PERMIT AND FEE SIMPLE LANDS AND QUARRY PERMIT LANDS

### Part 1: Permit and Fee Simple Lands

<u>Site</u>	<u>Land</u>	<u>Approximate Area</u>	<u>Map Number</u>
8.1.1	Moose River	1,100 acres	8.1.1
8.1.2	William Lake West	50 acres	8.1.2
8.1.3	South Moose Lake E. Arm	100 acres	8.1.3
8.1.4	Talbot Lake	50 acres	8.1.4
8.1.5	South Moose Lake N.	20 acres	8.1.5
8.1.6	Bradley Lake	50 acres	8.1.6
8.1.7	Jct. PR #287 and #384	20 acres	8.1.7

### Part 2: Quarry Permit Lands

<u>Site</u>	<u>Land</u>	<u>Approximate Area</u>	<u>Map Number</u>
8.1.8	Red Earth Lake	100 acres	8.1.8
8.1.9	Baril Lake	50 acres	8.1.9

**MAP 8.1.1**  
**See Attached**



# South Moose Lake



Site 6.1.1

I.R.31A

Moose Lake Community

Site 8.1.1

Joint Range Reservation





Moose River

## Mosakahiken Cree Nation Permit and Fee Simple Lands Site 8.1.1

Moose River (1,100 Acres +/-)

Parts of: Tp.54 Rge.20 W.P.M., Tp.54 Rge.19 W.P.M.

Scale 1:25 000

-  Permit Lands
-  Existing Reserves
-  Returned Project Lands
-  Joint Range Reservation

### Notes:

The north side of the site is bounded by the Ordinary High Water Mark of South Moose Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F/9 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/01/07

Map 8.1.1

MAP 8.1.2  
See Attached



# William Lake



Site 8.1.2

Tolko Trail

Mosakahiken Cree Nation  
Permit and Fee Simple Lands Site 8.1.2  
William Lake West (50 Acres +/-)

Part of: Tp.58 Rge.14 W.P.M.

Scale 1:12 000



Permit and Fee Simple Lands

Notes:

The east boundary of the Site is bounded by the Ordinary High Water Mark of William Lake.

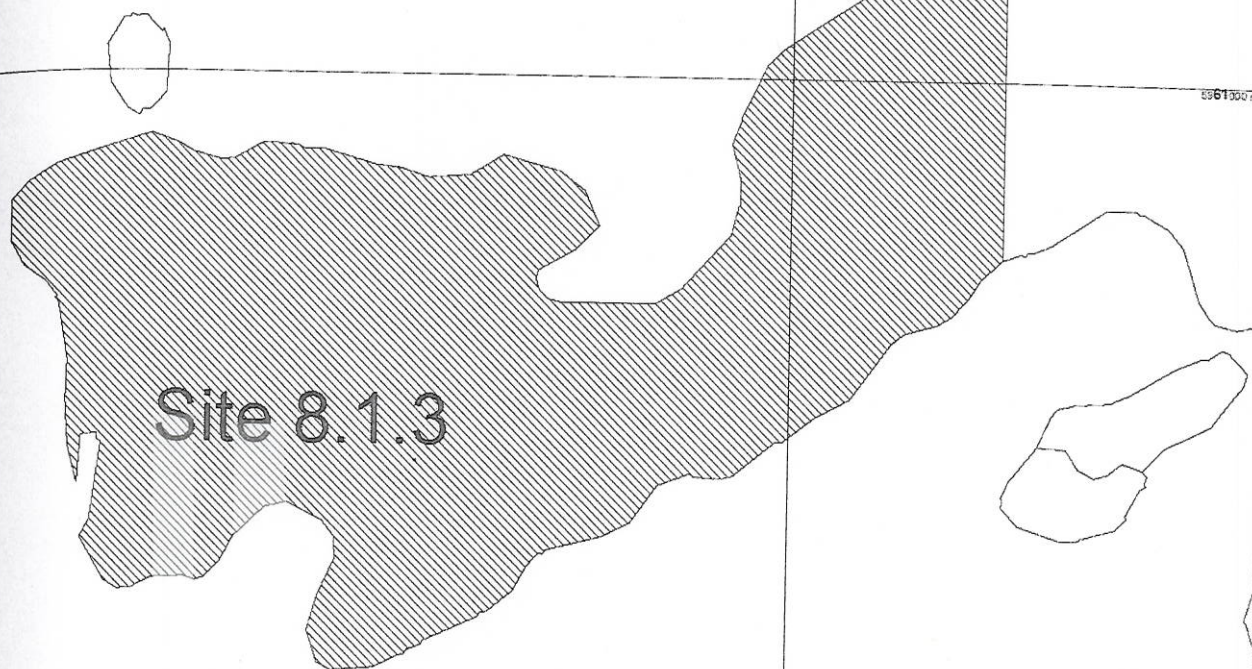
Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63G/14 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

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Map 8.1.2

**MAP 8.1.3**  
**See Attached**





Site 8.1.3

South Moose Lake  
East Arm

Mosakahiken Cree Nation  
Permit and Fee Simple Lands Site  
8.1.3  
South Moose Lake East Arm  
(100 Acres +/-)

Part of: Tp.55 Rge.16 W.P.M.

Scale 1:8 000



Permit and Fee Simple Lands

Notes:

The north, south and west boundaries of the Sites are bounded by the Ordinary High Water Mark of South Moose Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63G/13 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada. Department of Natural Resources. All rights reserved.

30/01/07

Map 8.1.3

**MAP 8.1.4**  
**See Attached**



North Moose Lake

Private Tolko Road



Site  
8.1.4

Talbot Lake

**Mosakahiken Cree Nation  
Permit and Fee Simple Lands Site 8.1.4  
Talbot Lake (50 Acres +/-)**

Part of: Tp.59 Rge.17 W.P.M.

**Scale 1:8 000**



Permit and Fee Simple Lands



Trail

Notes:

The east boundary of the Site is bounded by the Ordinary High Water Mark of Talbot Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63J/4 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/01/07

Map 8.1.4

**MAP 8.1.5**  
**See Attached**





460 000 m

5590 000 m

Site 8.1.5

Creek

South Moose Lake

**Mosakahiken Cree Nation  
Permit and Fee Simple Lands Site 8.1.5  
South Moose Lake North (20 Acres +/-)**

Part of: Tp.58 Rge.15 W.P.M.

**Scale 1:6 000**



Permit and Fee Simple Lands

**Notes:**

The south boundary of the Site is bounded by the Ordinary High Water Mark of South Moose Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63J/4 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/01/07

Map 8.1.5

460 000 m

**MAP 8.1.6**  
**See Attached**



Bradley Lake



Site 8.1.6

**Mosakahiken Cree Nation  
Permit and Fee Simple Lands Site 8.1.6  
Bradley Lake (50 Acres +/-)**

Part of: Tp.55 Rge.22 W.P.M.

**Scale 1:8 000**



Permit and Fee Simple Lands



Trail

Notes:

The north boundary of the Site is bounded by the Ordinary High Water Mark of Bradley Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F/10 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/01/07

Map 8.1.6

**MAP 8.1.7**  
**See Attached**



Clearwater Lake

Clearwater Provincial Park

Provincial Road # 287

North

Railway

Site

8.1.7

Provincial Road # 384

**Mosakahiken Cree Nation  
Permit and Fee Simple Lands Site 8.1.7  
Junction PR #287 and #384 (20 Acres +/-)**

Parts of: Tp.58 Rge.24 W.P.M., Tp.57 Rge.24 W.P.M.

**Scale 1:7 000**



Permit and Fee Simple Lands



Trails

Notes:

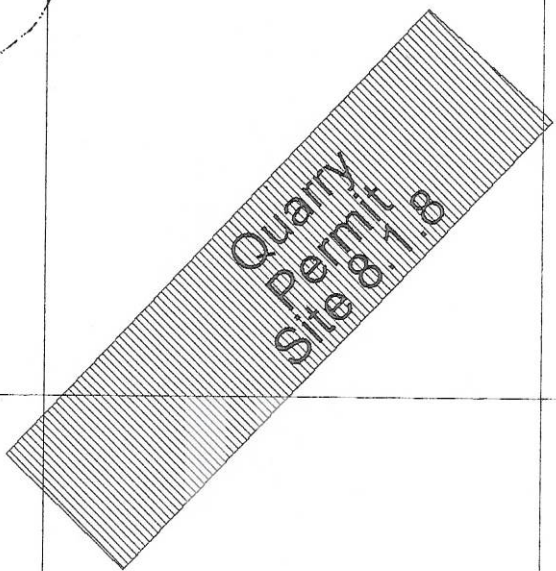
Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F/15 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/01/07

Map 8.1.7

MAP 8.1.8  
See Attached





Red Earth Lake

**Mosakahiken Cree Nation  
Quarry Permit Lands  
Site 8.1.8  
Red Earth Lake  
(100 Acres +/-)**

Parts of: Tp.55 Rge.22 W.P.M., Tp.54  
Rge.22 W.P.M.

**Scale 1:15 000**



Quarry Permit Lands



Trails

Notes:

Lakes, rivers, and roads from 1:50 000 topographic  
maps NTS 63F/10 UTM zone 14 NAD 83.

Her Majesty the Queen in Right of Canada, Department  
of Natural Resources.

30/01/07

Map 8.1.8

**MAP 8.1.9**  
**See Attached**





470000 m

471000 m

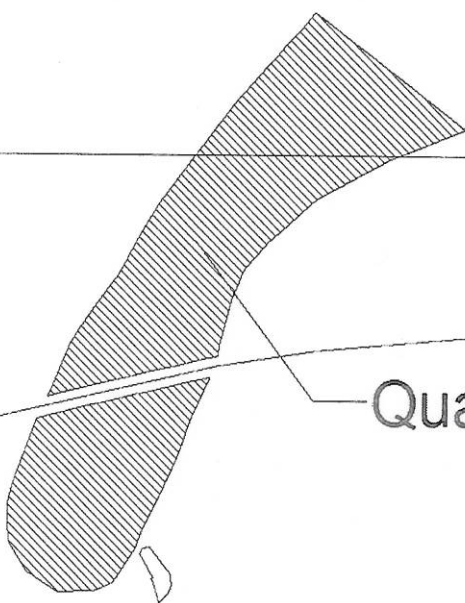
5891000 m

5890000 m

5889000 m

470000 m

471000 m



Private Tolko Road

Quarry Permit Site 8.1.9

**Mosakahiken Cree Nation  
Quarry Permit Lands Site 8.1.9  
Baril Lake  
(50 Acres +/-)**

Parts of: Tp.59 Rge.14 W.P.M., Tp.58 Rge.14 W.P.M.

**Scale 1:12 000**



Quarry Permit Lands

Notes:

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63J3 UTM zone 14 NAD 83. Her majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

Baril Lake

30/01/07

Map 8.1.9

## SCHEDULE 8.2 – FORM OF LAND USE PERMIT

Permit No. \_\_\_\_\_

This Crown Land Use Permit issued pursuant to clause 7(1)(b) of *The Crown Lands Act* C.C.S.M. c. C340 as of the \*\*\* day of \*\*\*, 200\*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA  
as represented by the Minister of Conservation,  
(called "Manitoba"),

OF THE FIRST PART,

- and -

MOSAKAHIKEN LAND CORPORATION  
(called the "Land Corporation"),

OF THE SECOND PART.

WHEREAS:

1. On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, Mosakahiken Cree Nation ("Mosakahiken"), Manitoba and The Manitoba Hydro-Electric Board ("Hydro") entered into an agreement (the "Comprehensive Forebay Agreement"); and
2. Mosakahiken incorporated the Land Corporation to hold interests in lands provided by Manitoba pursuant to the Comprehensive Forebay Agreement, for the benefit of Mosakahiken.

NOW THEREFORE, Manitoba issues this Crown Land Use Permit ("Permit") to the Land Corporation in accordance with Article 8 of the Comprehensive Forebay Agreement, on the terms and conditions set out in this Permit:

### SECTION 1.00 – DEFINITIONS AND STATUTORY REFERENCES

- 1.01 The following Acts are referred to in this Permit, and when described by the title set out in this subsection, they shall be interpreted to mean the Act including all regulations made in accordance with that Act and any amendment, reenactment or replacement from time to time of that Act:

*The Buildings and Mobile Homes Act*, C.C.S.M. c. B93  
*The Crown Lands Act*, C.C.S.M. c. C340



*The Forest Act, C.C.S.M. c. F150*  
*The Highways and Transportation Act, C.C.S.M. C. H40*  
*The Highways Protection Act, C.C.S.M. c. H50*  
*The Mines and Minerals Act, C.C.S.M. c. M162*  
*The Water Power Act, C.C.S.M. c. W60*  
*Constitution Act, 1982, being Schedule B to the Canada Act, 1982 (U.K.), 1982, c. 11.*

## SECTION 2.00 – PERMIT LAND

- 2.01 The Permit Land consists of the Manitoba Crown land identified on the Map attached as Schedule "A" located within Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, without reserving to the Crown a strip of land one and one-half chains (99 feet) in width from the ordinary high water mark as ordinarily reserved to the Crown under clause 4(1)(a) of *The Crown Lands Act*, but reserving to the Crown all other reservations contained in subsection 4(1) of *The Crown Lands Act*.

## SECTION 3.00 – RIGHT OF EXCLUSIVE USE

- 3.01 Manitoba hereby provides to the Land Corporation the exclusive right to use and occupy the Permit Land free and clear of all encumbrances, reservations, caveats, estates, rights and interests, in favour of any person, subject to:
- the other interests set out in section 4.00; and
  - the conditions set out in section 5.00.
- 3.02 No person, other than a Member of Mosakahiken or person authorized by Mosakahiken, may use, occupy or otherwise enter onto the Permit Land, except as provided in this Permit.

## SECTION 4.00 – OTHER EXISTING INTERESTS

- 4.01 The exclusive right to use and occupy the Permit Land set out in section 3.00 is provided by Manitoba to the Land Corporation subject to the following existing third party interests:

*Include a description of all third party interests, including any mining interests. Insert "NIL" if no third party interests are identified in the Comprehensive Forebay Agreement.*

***[Include subsections 4.02, 4.03 and 4.04 for Permit Lands on Developed Waterway.]***

- 4.02 The exclusive right to use and occupy the Permit Land set out in section 3.00 is provided by Manitoba to the Land Corporation, subject to the requirements of *The Water Power Act* and the right and privilege of Manitoba and Hydro in perpetuity, without charge or cost of any kind whatsoever, to Manitoba or Hydro, to regulate the flow of, and to inundate and store water on or over, and to affect from time to time, the Permit Land consistent with Hydro's operation of the Grand Rapids Hydro-Electric Generating Station at an elevation not to exceed 842 feet A.S.L. measured immediately upstream of the Grand Rapids Hydro-Electric Generating Station, without obstruction, hindrance,



molestation or interruption on the part of the Land Corporation or any person claiming by, through or under the Land Corporation.

4.03 The Land Corporation may provide notice in writing to Manitoba requesting that Manitoba identify elevation and set back requirements for development or construction on the Permit Land.

4.04 Manitoba will, as soon as practicable after receiving notice under subsection 4.03, and after consultation with Hydro, advise the Land Corporation in writing of the elevation and set back requirements for development and construction, with those requirements designed to take into account the effects of flooding, wind setup, wave uprush, erosion and ice conditions.

## SECTION 5.00 - CONDITIONS

5.01 The exclusive right to use and occupy the Permit Land set out in section 3.00 is provided by Manitoba to the Land Corporation, subject to the following conditions:

a. **Compliance with Laws** – The Land Corporation shall, at its own expense, promptly observe, perform, execute and comply with all municipal, provincial or federal laws, orders and regulations that have application to the Land Corporation and the Permit Land, and without limiting the generality of the foregoing:

i. **Construction** – Any structure constructed on the Permit Land by the Land Corporation shall be constructed in accordance with The Manitoba Building Code established pursuant to *The Buildings and Mobile Homes Act*, applicable municipal by-laws and regulations,

ii. **Highway Protection** – The Land Corporation shall not erect, build, or place or cause to be erected, built or placed, a structure or fixture on, under, or above the surface of the ground, within 125 feet of a departmental road outside a city, town or village or such further distance as determined by The Highway Traffic Board in accordance with *The Highways Protection Act*, or plant or place or cause to be planted or placed, any tree, shrub or hedge upon or within 50 feet of a departmental road outside a city, town, village or unincorporated village district, in accordance with *The Highways and Transportation Act*,

iii. **Environmental Laws** – The Land Corporation shall comply with all laws and guidelines respecting environmental matters, and in the event that the Land Corporation contributes to any detrimental biophysical environmental change to the Permit Land, contrary to such laws or guidelines, the Land Corporation will remedy such damage, at its own expense,

iv. **Timber** – The Land Corporation shall not cut or remove timber from the Permit Land without a licence or permit from the Forestry Branch of Manitoba pursuant to *The Forest Act*, and



- v. **Sand and Gravel** – The Land Corporation shall not remove, explore for, mine or produce quarry minerals, including sand, gravel and clay from the Permit Land without obtaining a quarry permit or quarry lease from the Director of Mines for Manitoba pursuant to *The Mines and Minerals Act*;
- b. **Other Natural Resources** - The Land Corporation shall not remove soil or any other natural resources from the Permit Land without the prior written permission of Manitoba;
- c. **Waste** – The Land Corporation shall not commit or permit the commission of any voluntary waste, spoilage or destruction, nor dump any rubbish or any other matter of an offensive nature anywhere on the Permit Land, except in a designated dump area or as directed by Manitoba;
- d. **Access to Permit Land** – Manitoba and any employee, officer or agent of Manitoba, including the Royal Canadian Mounted Police, shall be entitled to enter onto the Permit Land as required to enforce the conditions of this Permit and municipal, provincial or federal laws, orders and regulations;
- e. **Control Survey Monuments** – The Land Corporation will ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed, and will replace, at its expense, any monuments that are disturbed, damaged or destroyed, by a duly qualified Land Surveyor, to the satisfaction of Canada, and shall not interfere with the survey work conducted by Canada;
- f. **Indemnification** – The Land Corporation shall at all times save harmless and indemnify and keep Manitoba indemnified against and be responsible for all claims, demands, actions, suits and other legal proceedings brought against Manitoba by reason or arising out of:
- i. any exercise by the Land Corporation of its rights pursuant to this Permit, including any use and development on the Permit Land, or
  - ii. any act or omission on the part of the Land Corporation in respect of or in relation to the carrying on of any activities permitted by this Permit;
- g. **Liability in Respect of Mining Operations** – Manitoba shall not be liable in any way for injury or damage that is caused to the surface of the Permit Land as a result of mining operations on the Permit Land or adjacent land;
- h. **Conduct of Mining Operations** – Any third party with an interest in mines and minerals may exercise its rights in mines and minerals in accordance with *The Mines and Minerals Act*;
- i. **Services** – The issuing of this Permit does not imply that Manitoba shall provide any services;
- j. **Assignment** – The Land Corporation may, with the written permission of Manitoba, assign this Permit to a successor corporation;

- k. **Notice** – Notice affecting the Land Corporation or Manitoba will be sufficiently served, if mailed by regular mail to the applicable address for that party, as follows:

To: Mosakahiken Land Corporation  
Band Office  
Moose Lake, Manitoba  
R0B 0Y0

To: Manitoba  
Manitoba Conservation Lands Branch  
Box 20 000  
123 Main Street  
Neepawa, Manitoba R0J 1H0  
Attn: Director of Lands

#### SECTION 6.00 - TERM OF PERMIT

- 6.01 This Permit comes into effect on its execution and will remain in effect for one year or until transfer of the Permit Land in fee simple to the Land Corporation whichever shall first occur.

*(For Site 8.1.1, this provision will read "This Permit comes into effect on its execution and will remain in effect for one year.")*

- 6.02 Subject to subsection 6.01, this Permit will be automatically renewed by Manitoba at the expiry of the one year term and each successive one year term on the same terms and conditions.

#### SECTION 7.00 - AMENDMENT

- 7.01 This Permit may be varied only by written agreement of both parties.

- 7.02 Where any amendment not contemplated by this Permit is enacted to the *Constitution Act, 1982*, or to any federal or provincial legislation, the result of which amendment is inconsistent with the legal rights or obligations of the parties to this Permit and which, in turn, materially affects the operation or effect of this Permit, the parties agree to enter into good faith negotiations designed to determine and implement any necessary amendments to this Permit required to remedy or alleviate the effect of such constitutional or legislative changes.



**SECTION 8.00 - NOT RESERVE**

8.01 Notwithstanding the issuance of this Permit to the Land Corporation, the Permit Land shall not be deemed to be Reserve.

IN WITNESS WHEREOF Manitoba has executed this Permit this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ and the Land Corporation has executed this Permit this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by their respective officers.

HER MAJESTY THE QUEEN IN RIGHT OF  
MANITOBA

Per: \_\_\_\_\_  
Minister of Conservation

MOSAKAHIKEN LAND CORPORATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

6

SCHEDULE 8.3 – FORM OF COUNCIL RESOLUTION

and  
—  
—  
—  
OF

(REQUEST FOR TRANSFER TO LAND CORPORATION – PERMIT AND FEE SIMPLE  
LANDS)

MOSAKAHIKEN CREE NATION

COUNCIL RESOLUTION

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- C. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will provide to or for the benefit of Mosakahiken certain parcels of Crown (Manitoba) land described in Schedule "A" hereto;
- D. With respect to those parcels described in Schedule "A" which are impacted by the Project, Manitoba Hydro and Manitoba require the limited rights and privileges to regulate the flow of and to inundate and store water on or over portions of such parcels sufficient to accommodate a maximum wind eliminated water level of 842 feet A.S.L. immediately upstream of the Grand Rapids Hydro-Electric Generating Station, and to affect from time to time such parcels to a level at or about 848 feet A.S.L., for purposes of the Project;
- E. Mosakahiken has agreed that this right be protected by way of an easement (the "Project Easement") in favour of Manitoba Hydro and Manitoba on the terms set out in the Comprehensive Forebay Agreement;



- F. Mosakahiken has incorporated a company under the name "Mosakahiken Land Corporation" (the "Land Corporation") to hold, on behalf of Mosakahiken, its interests in lands to be provided by Manitoba under the Comprehensive Forebay Agreement; and
- G. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will, upon the request of Mosakahiken by Council Resolution, transfer to the Land Corporation in fee simple the lands described in Schedule "A", subject to any required Project Easement.

**Therefore, be it resolved that:**

1. Mosakahiken hereby requests that Manitoba transfer to the Land Corporation fee simple title to the lands described in Schedule "A", subject to any required Project Easements;
2. Mosakahiken hereby requests that Manitoba take such further and other steps as may be required to effect the foregoing in accordance with the provisions of the Comprehensive Forebay Agreement, including, without limitation, the completion of legal surveys of the boundaries of the lands; and
3. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Manitoba and to execute all documents and do all things necessary to give effect to this resolution.

**Schedule "A"****Description of Permit and Fee Simple Lands**

(Insert description of parcel and description of easement area)



**SCHEDULE 8.4 – FORM OF COUNCIL RESOLUTION**  
**(CONFIRMATION BY MOSAKAHIKEN – PERMIT AND FEE SIMPLE LANDS)**

**MOSAKAHIKEN CREE NATION**  
**COUNCIL RESOLUTION**

---

First Nation: MOSAKAHIKEN CREE NATION

Address: Moose Lake, Manitoba  
R0B 0Y0

Date: \_\_\_\_\_, 200\_\_

- A. In 1962, Her Majesty the Queen in right of Manitoba ("Manitoba") and The Manitoba Hydro-Electric Board ("Manitoba Hydro") made certain commitments to the Mosakahiken Cree Nation ("Mosakahiken") arising from anticipated effects of the development and operation of the Grand Rapids Hydro-Electric Project (the "Project") and the acquisition and use of certain Mosakahiken lands for water storage, which commitments were more particularly set out in a letter dated June 8, 1962 sent to Mosakahiken by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro and subsequent arrangements (collectively, the "1962 Arrangements");
- B. On \_\_\_\_\_, 200\_\_, Mosakahiken, Manitoba, and Manitoba Hydro entered into an agreement (the "Comprehensive Forebay Agreement") to resolve the issues between and among those parties in relation to and arising out of the Project and the 1962 Arrangements;
- C. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will provide to or for the benefit of Mosakahiken certain parcels of Crown (Manitoba) land described in Schedule "A" hereto;
- D. With respect to those parcels described in Schedule "A" which are impacted by the Project, Manitoba Hydro and Manitoba require the limited rights and privileges to regulate the flow of and to inundate and store water on or over portions of such parcels sufficient to accommodate a maximum wind eliminated water level of 842 feet A.S.L. immediately upstream of the Grand Rapids Hydro-Electric Generating Station, and to affect from time to time such parcels to a level at or about 848 feet A.S.L., for purposes of the Project;
- E. Mosakahiken has agreed that this right be protected by way of an easement (the "Project Easement") in favour of Manitoba Hydro and Manitoba on the terms set out in the Comprehensive Forebay Agreement;

- Article 8
- F. Mosakahiken has incorporated a company under the name "Mosakahiken Land Corporation" (the "Land Corporation") to hold, on behalf of Mosakahiken, its interests in those lands to be provided by Manitoba under the Comprehensive Forebay Agreement;
  - G. The Comprehensive Forebay Agreement provides, among other things, that Manitoba will, upon the request of Mosakahiken by Council Resolution, transfer to the Land Corporation in fee simple the lands described in Schedule "A", subject to any required Project Easements;
  - H. The Comprehensive Forebay Agreement provides, among other things, that Manitoba is to complete legal surveys of the boundaries of the lands described in Schedule "A" and provide to Mosakahiken plans of the boundaries of each parcel, the legal description of such parcel and the legal description of any portion of such parcel to be subject to a Project Easement;
  - I. Manitoba has completed such surveys and has provided to Mosakahiken the plans and legal descriptions referred to in paragraph H hereof; and
  - J. The Comprehensive Forebay Agreement provides, among other things, that upon receipt of such plans and legal descriptions, Mosakahiken will, by Council Resolution, confirm in relation to each parcel certain matters as hereinafter specified.

**Therefore, be it resolved that:**

- 1. Mosakahiken hereby confirms in relation to each of the parcels of land described in Schedule "A" hereto, that:
  - (a) such parcel is properly described in Schedule "A" hereto;
  - (b) the portion of the parcel to be subject to a Project Easement, if any, is properly described;
  - (c) fee simple title to such parcel is to be transferred to the Land Corporation pursuant to the Comprehensive Forebay Agreement as "Permit and Fee Simple Lands", subject to the Project Easement, if any, described in Schedule "A"; and
- 2. The Chief of Mosakahiken is hereby authorized and directed to deliver a copy of this resolution to Manitoba and to execute all documents and do all things necessary to give effect to this resolution.



**Schedule "A"**

**Legal Description of lands to be transferred**

(legal descriptions to be inserted once survey completed)

## SCHEDULE 8.5 – FORM OF QUARRY PERMIT

Quarry Permit No. \_\_\_\_\_

Mosakahiken Land Corporation (the "Land Corporation") is authorized in accordance with *The Mines and Minerals Act* (Manitoba) to explore for, mine and produce quarry material from the following location:

[insert legal description]  
[includes sites at Red Earth Lake and Baril Lake]

(the "Quarry")

Removal of quarry material is subject to the following conditions:

1. This Quarry Permit commences on \_\_\_\_\_.
2. Use of the Quarry will be conducted in accordance with *The Mines and Minerals Act* (Manitoba) and Regulations thereunder as amended from time to time.
3. Although administration and control of the lands described in this permit remains vested in Her Majesty the Queen in Right of the Province of Manitoba, the Land Corporation may enter upon the lands without notice to Manitoba for purposes consistent with this Quarry Permit.
4. Pursuant to subsection 176(5) of *The Mines and Minerals Act*, the Lieutenant Governor in Council will waive payment of a royalty by the Land Corporation in relation to the removal of all quarry minerals pursuant to this Quarry Permit.
5. The Land Corporation will engage in rehabilitation of the site or quarry, including taking actions for the purpose of:
  - (a) protecting the environment against adverse effects resulting from operations at the site or quarry;
  - (b) minimizing the detrimental impact on adjoining lands of operations at the site or quarry;
  - (c) minimizing hazards to public safety resulting from operations at the site or quarry; and
  - (d) leaving the site or quarry in a state that is compatible with adjoining land uses and that conforms, where applicable, to a zoning by-law or development plan under *The Planning Act* (Manitoba) and to the specifications, limits, terms and conditions of a licence issued under *The Environment Act* (Manitoba) in respect of the project to a standard consistent with rehabilitation of existing quarries used



by Manitoba, and taking into account the intended long-term use of the site or quarry by the Land Corporation.

6. Prior to the commencement of mining, a work permit will be obtained from the Local Conservation Officer.
7. The Land Corporation will maintain an accurate record of the quantity of material removed from the site and will make this information available to the Mines Inspector upon request.
8. Mining operations will not encroach within four metres of any property boundary adjoining private, municipal or Crown-leased land and the depth of mine excavation will not exceed one-third of the distance to any such property boundary.
9. No clearing of vegetation, excavation, or stockpiling of materials will be undertaken within 50 metres of a developed public road, right-of-way or natural water body, including a river or stream.
10. Slash and timber material will be cleared in advance of overburden stripping and excavation, and separated from stripping stockpiles and standing timber by at least four metres. It will be disposed of in a manner prescribed by the Mines Inspector.
11. The stripping of overburden will be maintained in advance of the face for a distance not less than twice the height of the working face. Overburden will be stockpiled at a location where it will not interfere with future mining operations and at least four metres from any standing timber.
12. Any undepleted slope resulting from this operation will be left in a safe condition satisfactory to the Mines Inspector. The pit floor will be cleared of any available material.
13. Upon discontinuation of mining, public access to the pit will be blocked off with a berm constructed at an agreed upon location.
14. The area will be maintained and left in a clean and orderly condition satisfactory to the Mines Inspector.
15. The Land Corporation will not assign or transfer its rights under this Quarry Permit, in whole or in part, without the prior written consent of the Director of Mines appointed under *The Mines and Minerals Act* (Manitoba).

Date: \_\_\_\_\_  
Mining Recorder

## PART VI: EASEMENT LINES AND PROJECT EASEMENTS

### ARTICLE 10

#### EASEMENT LINES AND PROJECT EASEMENTS

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## PART VI: EASEMENT LINES AND PROJECT EASEMENTS

### ARTICLE 10

#### 10.0 EASEMENT LINES AND PROJECT EASEMENTS

##### 10.1 INTRODUCTION

###### 10.1.1 Introduction.

Article 10 provides for the process and methodology for the establishment of **Easement Lines** and **Project Easements** on portions of certain lands that are located within the area of the **Water Power Licence** or that are, or may be, lawfully impacted by the **Project**.

###### 10.1.2 Non-Application of Article 10 to Crossing Bay I.R. 31G.

Other than as specifically provided in Article 5, Article 10 does not apply to Site 4.1.1 "Crossing Bay I.R. 31G".

##### 10.2 EASEMENT LINES

###### 10.2.1 Establishment of Easement Lines.

**Manitoba**, in consultation with **Hydro** and **Mosakahiken**, will, in accordance with subsection 10.2.2, determine **Easement Lines** at or about elevation 848 feet A.S.L. on each parcel of land that is, or will be, held by or on behalf of **Mosakahiken**:

- (a) as **Reserve**; or
- (b) in fee simple;

and that:

- (c) is located within the area of the **Water Power Licence**; or
- (d) is adjacent to North Moose Lake; or
- (e) is, or may be, otherwise lawfully impacted by the **Project**.

###### 10.2.2 Methodology.

**Easement Lines** will be determined in accordance with a process and methodology that:

- (a) consider the potential effects of the **Project** on the lands, including the effects of flooding, wind setup, wave uprush, erosion and ice conditions;
- (b) are based on a combination of flood and wind events having a probability of occurrence of once every 100 years;
- (c) apply recognized hydraulic engineering methodology in calculating wind setup and wave uprush values; and
- (d) include estimates of erosion based on geotechnical considerations to provide sufficient shoreline offset to accommodate long-term erosion.

### 10.3 SURVEYS

#### 10.3.1 Explanatory Plan of Easement Lines.

As soon as reasonably practicable after the determination of an **Easement Line** in accordance with section 10.2, **Manitoba** will:

- (a) undertake, or cause to be undertaken, a survey of the **Easement Line** by photogrammetric methods;
- (b) produce, or cause to be produced, explanatory plans of the **Easement Line** of a nature referred to in section 31 of the *Canada Lands Surveys Act* (Canada);
- (c) provide copies of the explanatory plans to **Mosakahiken, Hydro** and, if requested, **Canada**; and
- (d) provide a description of the lands which will be subject to a **Project Easement** to **Mosakahiken, Hydro** and, if requested, **Canada**.

#### 10.3.2 Confirmation by Mosakahiken and Hydro.

**Mosakahiken** and **Hydro** will each, as soon as reasonably practicable after receipt of an explanatory plan referred to in subsection 10.3.1, advise **Manitoba** in writing:

- (a) whether or not the explanatory plan accurately describes the **Easement Line**; and
- (b) whether or not that **Party** approves the description of the land to be subject to the **Project Easement**.



### 10.3.3 Accuracy of Explanatory Plan.

If, after the consultation under subsection 10.3.2, **Mosakahiken** or **Hydro** advises **Manitoba** that:

- (a) the **Easement Line** has not been properly determined in accordance with the process and methodology established under subsection 10.2.2;
- (b) the explanatory plan does not accurately describe the **Easement Line**; or
- (c) it does not approve the description of the land to be subject to the **Project Easement**;

and the matter cannot be resolved based on good faith discussions among the **Parties**, any **Party** may, by providing a "Notice of Arbitration" in writing to the other **Parties**, refer the matter to be determined by arbitration in accordance with section 10.4.

### 10.3.4 Field Surveys.

Subject to subsection 10.3.5, where an **Easement Line** is located in an area that is developed by **Mosakahiken** or in an area proposed to be developed by **Mosakahiken**, **Manitoba** will cause the **Easement Line** to be demarcated on the land by field survey methods in accordance with the survey instructions set out in Schedule 10.1:

- (a) within 12 months of the determination of the **Easement Line** if the area adjacent to the **Easement Line** is developed at the time the **Easement Line** is determined; and
- (b) within 12 months of notice in writing from **Mosakahiken** that the area adjacent to the **Easement Line** is proposed to be developed by **Mosakahiken**.

### 10.3.5 Delay in Surveying.

Where the field survey referred to in subsection 10.3.4 is delayed due to:

- (a) weather or other conditions outside the control of **Manitoba**;
- (b) a change in survey instructions under subsection 10.3.6; or
- (c) any dispute which may arise in relation to a proposed change in survey instructions for a parcel;

**Manitoba** will cause the **Easement Line** to be demarcated on the land by field survey methods as soon thereafter as may be reasonably practicable.

10.3.6 Change in Survey Instructions.

Survey instructions, as set out in Schedule 10.1, may only be changed for any parcel of land with the approval of each of **Mosakahiken**, **Manitoba** and **Hydro**.

**10.4 ARBITRATION**

10.4.1 Arbitration.

Subject to subsections 10.4.2 and 10.4.3, where a matter is referred to arbitration under subsection 10.3.3, the provisions of section 11.8 will apply to the arbitration with necessary modifications.

10.4.2 Sole Arbitrator.

Where a matter is referred to arbitration under subsection 10.3.3, the matter will be referred to a sole arbitrator who will be a professional engineer approved by all of the **Parties**. If the **Parties** cannot agree upon the identity of the sole arbitrator within fourteen (14) days of receiving a Notice of Arbitration under subsection 10.3.3, then the sole arbitrator will be a professional engineer appointed by the President of the Association of Professional Engineers and Geoscientists of the Province of Manitoba. If the President of the Association of Professional Engineers and Geoscientists of the Province of Manitoba does not appoint a professional engineer within a reasonable time, the sole arbitrator will be appointed in accordance with *The Arbitration Act* (Manitoba).

10.4.3 Cost of Arbitration.

Where a matter is referred to arbitration pursuant to subsection 10.3.3:

- (a) **Hydro** will be responsible for paying its costs of participation in the arbitration proceedings; and
- (b) the costs of the arbitration will be addressed in accordance with subsections 11.8.15 and 11.8.16 except that, as between **Manitoba** and **Hydro**, **Hydro** will be responsible for paying an appropriate share of the reasonable costs of the arbitral tribunal and an appropriate share of the reasonable costs of **Mosakahiken**.



## 10.5 PROJECT EASEMENTS

### 10.5.1 Form of Project Easement Agreement on Lands to be Transferred to Canada.

Each parcel of land for which an **Easement Line** is determined in accordance with section 10.2 that is to be transferred to **Canada** to be set apart as **Reserve**, will be subject to a **Project Easement** in favour of **Manitoba** and **Hydro**, over that portion of that parcel lying below the applicable **Easement Line**. The **Project Easement Agreement** will be substantially in the form set out in Schedule 10.2 subject to such changes as may reasonably be required by **Canada** and agreed to by the **Parties**.

### 10.5.2 Form of Project Easement Agreement on Lands to be Transferred to the Land Corporation.

Each parcel of land for which an **Easement Line** is determined in accordance with section 10.2 that is to be transferred by **Manitoba** to the **Land Corporation** in fee simple will be conveyed subject to a **Project Easement** in favour of **Manitoba** and **Hydro** over that portion of the parcel lying below the applicable **Easement Line**. The **Project Easement Agreement** will be in the form set out in Schedule 10.3.

### 10.5.3 Alternative Method of Granting Project Easements.

Notwithstanding any other provision of this **Agreement**, in order to facilitate the transfer of any parcel of land for which a **Project Easement** is required, **Manitoba** may with the agreement of **Mosakahiken**, **Hydro**, and, where applicable, **Canada**, reserve a **Project Easement** to itself out of the transfer of the parcel and grant a **Project Easement** to **Hydro**.

## SCHEDULE 10.1 - SURVEY INSTRUCTIONS

### A. LEGAL SURVEYS OF PARCEL BOUNDARIES AND EXCLUSIONS

#### 1. General:

- (a) To conduct surveys as required, prepare plans and survey reports of lands in accordance with Land Titles Office guidelines and these survey instructions;
- (b) Prepare Parcel Plans of areas at a suitable scale not less than 1:20,000;
- (c) Prepare Plans of **Easement Lines** at a suitable scale not less than 1:20,000;
- (d) Prepare Plans of Easements at a suitable scale not less than 1:20,000.

#### 2. Surveys of Parcel Boundaries and Exclusions:

##### (a) Datum:

UTM grid line values referred to in parcel descriptions are referenced to North American Datum 1983.

##### (b) Bearings:

Bearings will be derived from the control and referenced to the Central Meridian of U.T.M. Zone 14. Bearings, not angles, will show on all surveyed boundaries.

##### (c) Monuments:

Monuments along surveyed boundaries will be inter-visible and the maximum distance between each will be 1 km. The monuments will be 0.025 m x 0.025 m x 0.914 m iron posts set a minimum of 0.8 m in overburden or short iron rock posts which will be cemented into place. Ties will be shown to all permanent water bodies.



(d) Ancillary Monumentation:

Mark the monument with ancillary monumentation at intervals of approximately 1 km, at a principal corner, or where the perimeter of a parcel is less than 1 km or the parcel is an island, mark at least one monument. Ancillary monumentation may be a T-iron marker post, a wooden reference post (being a minimum 1.2 m in length above ground, 10 cm square and beveled at the top), or a minimum of two durable bearing trees (properly blazed, marked and located within 20 m of the monument).

(e) Cut Lines:

The inland boundary will be surveyed on true line and line cut to ensure a visible skyline.

(f) Enclosed Parcels:

Enclosed parcels will be identified by letter with areas of each shown.

(g) Control:

Global Positioning System (G.P.S.) control will be expanded along as required to accommodate plotting the **OHWM** and to provide additional coordinate control, all to be referenced to the closest available Control Monument. These monuments and values will be shown on the Plan. The G.P.S. process will exceed third order accuracies.

(h) **OHWM** Boundaries:

All pertinent **OHWM** boundaries may be plotted from aerial photography in accordance with Land Titles Office guidelines.

(i) Road Allowances:

All projected or surveyed road allowances contained within the bounds of lands described in this **Agreement** will form part of the said lands.

(j) Water Beds:

The beds of all water bodies located fully within the bounds of lands described in this **Agreement** will form part of said lands excepting those water bodies which are specifically excluded herein. The beds of all water bodies which may be determined to intersect the boundaries of said lands will be excluded therefrom.

(k) Bench Marks:

Bench Marks will be identified in the Plan Notes with supporting Bench Marks placed at suitable locations and shown on the Plan.

(l) Survey Reports:

Written survey reports will be compiled by the surveyor-in-charge for each survey completed. These reports will speak to experiences and occurrences encountered during the course of the field survey such as those cited in the Manitoba Regional Surveyor's Directive No. 13 entitled DIRECTIVE FOR STANDARDS OF REPORT WRITING, dated June 1987. The report will be part of the survey returns and recorded in the Canada Lands Surveys Records and at the option of **Manitoba**, filed in a provincial registry.

(m) Exclusions:

Excluded lands for public purposes will be surveyed with all boundary lines to be line cut to ensure a visible skyline. The Plan will show bearings and distances along these boundaries of the excluded lands.

B. **SURVEYS OF EASEMENT LINES**

(a) Explanatory Plan(s) of Easement Lines:

The location of **Easement Lines**, as shown on Explanatory Plan(s) of **Easement Lines**, has been based on the process and methodology for geotechnical studies pursuant to the Canada-Manitoba Northlands Agreement.



(b) Reference to Parcel Boundaries:

**Easement Lines** as shown on Explanatory Plan(s) of **Easement Lines** will be referenced on Plan(s) of Easement to monuments placed at the intersection of **Easement Lines** with Parcel Boundaries or a single monument where the Parcel is an island in accordance with requirements for Monuments and Ancillary Monumentation described in this Schedule.

(c) On-the-Ground Surveys:

Where field surveys defining all or part of the **Easement Lines** are required under this **Agreement**, final field location of the survey monuments will be determined by the Surveyor-in-Charge carrying out the survey, in consultation with representatives of **Hydro** and **Mosakahiken**.

Where this consultation results in an adjustment to an **Easement Line** from the location shown on the Explanatory Plan of **Easement Lines**, the Surveyor-in-Charge will note in the surveyor's report, the technical reason for which the adjustment was made.