

## **Schedule A**

The attached Final Agreement between Ontario, Canada and the Pic Mobert First Nation provides for the transfer by Ontario to Canada of the administration and control of approximately 1600 hectares of provincial Crown lands for the purpose of the lands being set apart as reserve land for the use and benefit of the Pic Mobert First Nation. A sketch of the lands to be transferred is attached as Schedule 20 to the Final Agreement.

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L'Entente finale ci-jointe conclue entre l'Ontario, le Canada et la Première Nation de Pic Mobert, prévoit le transfert de l'Ontario au Canada de l'administration et du contrôle d'une superficie approximative de 1600 hectares de terres publiques provinciales servant à former une réserve qui sera utilisée et exploitée par la Première Nation de Pic Mobert. Un croquis des terres transférées est joint à l'annexe 20 de l'Entente finale.

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## FINAL AGREEMENT

**THIS AGREEMENT** dated for reference the 24th day of March, 2014.

BETWEEN:

**THE PIC MOBERT FIRST NATION**, as represented  
by the Chief and Council  
(Hereinafter called the "First Nation")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA**, as represented by the Minister of Indian  
Affairs and Northern Development  
(Hereinafter called "Canada")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO**, as represented by the Minister of  
Aboriginal Affairs and the Minister of Natural  
Resources  
(Hereinafter called "Ontario")

**WHEREAS:**

Canada, Ontario and certain Robinson Superior First Nations signed a Framework Agreement dated August 5, 1991, and thereby undertook to use their best efforts to negotiate and conclude agreements regarding land and larger land bases;

The First Nation is a band of Indians within the meaning of the *Indian Act*;

The First Nation submitted a proposal pursuant to the Framework Agreement to enlarge its reserve land base (the "Proposal");

The negotiators for the First Nation, Canada and Ontario initialed an Agreement in Principle dated the 20th day of March, 2002, committing the Parties, subject to ratification by each of them, to make all reasonable efforts to conclude tripartite negotiations to enlarge the reserve land base for the First Nation pursuant to the Framework Agreement (the "Agreement in Principle");

The First Nation, Canada and Ontario wish to enter into a Specific Agreement, as part of this Final Agreement, pursuant to the federal and provincial legislation confirming the *Indian Lands Agreement* of August 5, 1986, in order to deal with certain land and natural resources matters; and

The First Nation, Canada and Ontario have completed tripartite negotiations pursuant to the Framework Agreement and wish to enter into this Final Agreement (the "Final Agreement").

**NOW THEREFORE**, in consideration of the mutual promises contained in this Final Agreement, the First Nation, Canada and Ontario agree as follows:

## ARTICLE 1 DEFINITIONS

1.1 In this Final Agreement:

**"1924 Agreement"** means the agreement between Canada and Ontario dated March 24, 1924, and confirmed by Statutes of Canada, 14-15 George V, c. 48 and Statutes of Ontario, 14 George V, c. 15;

**"1986 Agreement"** means the agreement between Canada and Ontario dated August 5, 1986, and the statutes confirming it, i.e., the *Indian Lands Agreement (1986) Act*, S.C. 1987-88, c. 39 and the *Indian Lands Agreement (1986) Confirmation Act, 2010*, S.O. 2010, c. 1, Sched. 10.

**"Additional Crown Lands"** means the LUP Lands, the Part A Lands and the Crown Lands North of the CPR Right of Way;

**"Additional Hydro One Right of Way Lands"** means the portion of the Crown Lands North of the CPR Right of Way designated as Parts 7 and 8 on Reference Plan 55R-13212, as more particularly described in Schedule 9;

**"Adjacent Crown Lands"** means the lands, if any, adjacent to the Private Lands that Ontario has agreed to sell to the First Nation and Canada has indicated it is prepared to recommend for addition to reserve as provided for in Article 6.3;

**"Additions to Reserve Policy"** means those policies of Canada set out in the "Land Management Manual" of the Lands and Trusts Services Program of the Department of Indian Affairs and Northern Development;

**"Contaminant"** means a contaminant defined under the *Environmental Protection Act*, R.S.O. 1990, c. E.19 or more particularly defined or described in regulations made under the Act;

**"Council"** means the council of the First Nation, which is a "council of the band" within the meaning of the *Indian Act*;

**"CPR"** means the Canadian Pacific Railway;

**"CPR Surplus Lands"** means the parcels of land that formed part of the original CPR right of way and that are not part of the existing CPR right of way, the Pic Moberg Road or the bed of White Lake or White River, as described in Schedule 8 and which, for illustrative purposes only, are shown generally in the sketch attached as Schedule 20;

**"Crown Lands North of the CPR Right of Way"** means the parcels of Crown lands that are located between the northerly limit of the original CPR right of way and White River and White Lake, and that are not part of the Pic Moberg Road, as described in Schedule 9 and which, for illustrative purposes only, are shown generally in the sketch attached as Schedule 20;

**"Dam"** means such dam or dams as exist on White River from time to time that affect water levels on White Lake and White River under the authority of the *Lakes and Rivers Improvement Act*, R.S.O. 1990, c. L.3, as amended, or its successors;

**"Effective Date"** means the date established by Article 24;

**"Execution Date"** means the date on which the Final Agreement is signed by the later of the First Nation, Canada and Ontario;

**"Framework Agreement"** means the framework agreement among Canada, Ontario and certain Robinson Superior First Nations dated August 5, 1991, attached as Schedule 4;

**"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. I-5;

**"Interim Measures Agreement"** means the interim measures agreement among Canada, Ontario and certain Robinson Superior First Nations dated August 5, 1991, attached as Schedule 5;

**“Land and Larger Land Base Process”** means the process provided for in the Framework Agreement dated August 5, 1991 between Canada, Ontario and certain Robinson Superior First Nations whereby the parties undertook to use their best efforts to negotiate and conclude agreements regarding land and larger land bases;

**“Lands”** means those parcels of provincial Crown lands that are described in Schedules 1 and 2 and which, for illustrative purposes only, are shown generally in the sketch attached as Schedule 20;

**“Local Snowmobile Club”** means the Ontario Federation of Snowmobile Clubs’ member snowmobile club responsible, from time to time, for the maintenance and operation of the snowmobile trail described in Schedule 11;

**“LUP Lands”** means the lands shown on Schedule 6 of this Agreement labeled LUP Lands and Adjoining Crown Lands, all or part of which are currently the subject of land use permits issued by the Ontario Ministry of Natural Resources for residential or cottage use, and which are subject to survey for proper identification;

**“Member”** means a person whose name appears on the First Nation band list or a person who is entitled to be on the band list pursuant to subsections 10(4) and 10(5) of the *Indian Act*;

**“Minerals”** includes gold, silver, and all other metals, precious and base, and coal, natural gas, oil, salt, sand and gravel;

**“Minister”** means the Minister of Indian Affairs and Northern Development;

**“Part 1 Lands”** means the portion of the Lands lying below the contour of elevation 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment) and above the water’s edge of White Lake and White River as affected by the operation of the Dam, when the Dam is operated, and otherwise the water’s edge as it occurs naturally, as more particularly described in Schedule 1;

**“Part 2 Lands”** means the portion of the Lands lying above the contour of elevation 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment), as more particularly described in Schedule 2;

**“Part A Lands”** means the provincial Crown lands that are described in Schedule 7 and which, for illustrative purposes only, are shown generally in the sketch attached as Schedule 20;

**“Parties”** means the First Nation, Canada and Ontario;

**“Pic Moberg Reserve”** means Pic Moberg North reserve and Pic Moberg South reserve;

**“Pow Wow Grounds”** means the portion of the Lands shown on Schedule 19 labeled Pow Wow Grounds, all or part of which are currently the subject of a land use permit issued by the Ontario Ministry of Natural Resources;

**“Prescribed Trail System”** means the trail system prescribed under the *Ontario Motorized Snow Vehicles Act*, R.S.O. 1990, c. M.44, and its regulations, as amended from time to time;

**“Private Lands”** means the lands described in Schedule 10 and shown, for illustrative purposes only, in the sketch attached as Schedule 10A;

**“Reserve”** means a reserve as defined in the *Indian Act*;

**“Resolution”** means a duly executed written resolution of the Council adopted at a duly convened meeting;

**“Specific Agreement”** has the same meaning as it has in the *1986 Agreement*;

**“Snowmobile Trail Lands”** means the portion of the Lands described in Schedule 11;

**“Table”** means the table in Schedule 13;

**“Toxic Substance”** means a toxic substance as defined under the *Canadian Environmental Protection Act*, R.S.C. 1985, c. 15.3 or more particularly defined or described in regulations made under the Act;

**“Trail Permit”** means a permit issued under s. 2.1 of the *Ontario Motorized Snow Vehicles Act*, R.S.O. 1990, c. M.44, and its regulations, as amended from time to time;

**1.2** Except as otherwise defined in this Final Agreement, any words used in this Final Agreement which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

**1.3** The following Schedules are attached to and form part of this Final Agreement:

- Schedule 1: Description of Part 1 Lands
- Schedule 2: Description of Part 2 Lands

- Schedule 3: Certificate of Independent Legal Advice
- Schedule 4: Framework Agreement
- Schedule 5: Interim Measures Agreement
- Schedule 6: Sketch of LUP Lands
- Schedule 7: Description of Part A Lands
- Schedule 8: Description of CPR Surplus Lands
- Schedule 9: Description of Crown Lands North of the CPR Right of Way
- Schedule 10: Description of the Private Lands
- Schedule 10A: Sketch of the Private Lands
- Schedule 11: Description of Snowmobile Trail Lands
- Schedule 12: Snowmobile Trail – Section 28(2) Permit
- Schedule 13: Snowmobile Trail - Table
- Schedule 14: Description of Bell Canada Distribution Lines and Facilities
- Schedule 15: Description of Hydro One Rights of Way and Distribution Lines
- Schedule 16: Bell Canada – Section 28(2) Permit
- Schedule 17: Hydro One – Section 28(2) Permit
- Schedule 18: Approximate Location of Archaeological Site
- Schedule 19: Sketch of Pow Wow Grounds
- Schedule 20: Sketch of the Lands

## **ARTICLE 2 SPECIFIC AGREEMENT**

- 2.1** The Parties agree that this Final Agreement is a Specific Agreement within the meaning of the *Indian Lands Agreement (1986) Act*, S.C. 1987-88, c. 39, the *Indian Lands Agreement (1986) Confirmation Act, 2010*, S.O. 2010, c. 1, Sched. 10 and the *1986 Agreement*.

## **ARTICLE 3 LANDS**

- 3.1** Ontario shall transfer to Canada administration and control of any and all right, title and interest of Ontario in the Lands for the purpose of the Lands being set apart as reserve land for the use and benefit of the First Nation, provided that, and as soon as reasonably possible after, the following events have occurred:
- (a) the Final Agreement has been confirmed by all Parties, as provided for in Articles 23 and 24;

- (b) in accordance with article 11, Canada has completed its environmental processes in respect of the Lands, including an environmental site assessment, and has notified Ontario that there are no environmental conditions that need to be addressed, or that any unsatisfactory environmental conditions have been addressed;
- (c) Canada has notified Ontario that it has completed its investigation of the title to the Lands, including Ontario's ability to transfer the administration and control of the Lands, and is prepared to accept such administration and control when transferred; and
- (d) the condition precedent to the transfer of the Lands provided for in article 3.2 has been fulfilled.

**3.2** Ontario shall not be obligated to transfer and Canada shall not be obligated to accept the Lands to be transferred pursuant to this Final Agreement until such time, and unless, Ontario has amended or otherwise altered the forestry license of White River Forest Products Ltd. applicable to the Lands, such that the Lands have been removed from White River Forest Products Ltd.'s license area and Ontario has addressed, to its satisfaction, in its sole discretion, any and all rights or claims of White River Forest Products Ltd. to the Lands.

**3.3** For greater certainty, the transfer of administration and control of the Lands shall include the following:

- (a) all surface and subsurface rights in the Lands including, without limitation, all Minerals on, under or within the Lands;
- (b) the bed and shores of any river or lake wholly enclosed within the Lands;
- (c) the bed and shores of the portion of any stream, creek or pond within the Lands;
- (d) the bed and shores of the water bodies identified in Schedule 1 as Part 22 on Reference Plan 55R-13212 and Part 32 on Reference Plan 55R-13211; and
- (c) any improvements on the Lands as of the date of the transfer of administration and control of the Lands.

**3.4** Where the Part 1 Lands border White Lake and White River, the water boundary of the Part 1 Lands shall be the water's edge of White Lake and White River as affected by the operation of the Dam, when the Dam is operated, and otherwise at the water's edge as it occurs naturally.



- 3.5** The First Nation, Canada and Ontario acknowledge and agree that in the event that the dam existing on February 8, 2004 is replaced by a new dam or dams, either at the present location or a new location on White River, the water's edge limit of White Lake and White River will remain ambulatory and may continue to be regulated from time to time between the natural low water elevation and 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment) by damming on the White River.
- 3.6** It is understood and agreed that from time to time as a result of weather conditions or other factors beyond Ontario's control, occasional and temporary flooding may occur so as to raise the water level beyond 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment) and, in these circumstances, Ontario shall not be liable in respect of the consequential flooding of any lands within the Lands or have any obligations to the First Nation in respect of such flooding.
- 3.7** For the purpose of paragraph 3.6, the First Nation acknowledges that "occasional and temporary flooding" means a period of not longer than 12 (twelve) weeks cumulatively over the course of a calendar year; but that in extraordinary circumstances, as a result of extreme natural weather conditions or other factors beyond Ontario's control, "occasional or temporary flooding" may mean a period longer than 12 weeks cumulatively over the course of a year.
- 3.8** Ontario's transfer of the Part 1 Lands shall be subject to a reservation in favour of Ontario of the right to raise, lower or hold the water levels adjacent to and over the Part 1 Lands, without compensation, to a maximum elevation of 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment). The right to raise, lower or hold the water levels adjacent to and over the Part 1 Lands hereby reserved may be assigned to third parties at the sole discretion of Ontario.
- 3.9** In addition to any other statutory or regulatory notice requirements, the First Nation shall notify Ontario 45 days prior to undertaking any activities on the Part 1 Lands that could adversely impact the waters, beds or shoreline of White Lake or White River. Notices pursuant to this provision shall be sent to the District Manager, Wawa District Office of the Ontario Ministry of Natural Resources.
- 3.10** If, prior to the date of the transfer of administration and control of the Lands by Ontario to Canada, it comes to the attention of Ontario or Canada that the Lands are subject to any legal interest, right or encumbrance, the Parties shall meet to negotiate how to address the legal interest, right or encumbrance. In the event that the Parties are unable to reach agreement on a mechanism to accommodate the interest, right or

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encumbrance identified, then Ontario may exclude from the transfer the lands that are the subject of the interest, right or encumbrance.

- 3.11 Pursuant to the *Federal Real Property and Federal Immovables Act*, S.C. 1991, c. 50, and provided that the transfer is in a form satisfactory to Canada and that the requirements of this Final Agreement have been satisfied, Canada shall accept administration and control of the Lands, by Order in Council or by Ministerial Acceptance, whichever Canada deems appropriate.
- 3.12 Canada and Ontario shall coordinate their respective processes to ensure that the acceptance by Canada of administration and control of the Lands in accordance with paragraph 3.11 takes place as soon as reasonably possible following the transfer of administration and control of the Lands by Ontario in accordance with paragraph 3.1.

**ARTICLE 4  
SETTING THE LANDS ASIDE AS RESERVE**

- 4.1 As soon as reasonably possible following Canada's acceptance of administration and control of the Lands, the Minister shall recommend to the Governor General in Council that the Lands be set apart as a reserve for the use and benefit of the First Nation, provided that the setting apart of the Lands as a reserve has been approved by Canada pursuant to the procedures set out in its Additions to Reserve Policy, as it exists on the Effective Date.

**ARTICLE 5  
ADDITIONAL CROWN LANDS AND CPR SURPLUS LANDS**

LUP Lands

- 5.1 In the event that Ontario decides in the future, in its sole discretion, to transfer to Canada the administration and control of all or any of the LUP Lands, then Canada agrees to accept the transfer of the lands, provided that:
  - (a) Ontario has notified Canada of the proposed transfer of the lands to Canada prior to their transfer;
  - (b) the transfer is in a form satisfactory to Canada;
  - (c) the title to the lands is satisfactory to Canada; and
  - (d) the environmental condition of the lands is satisfactory to Canada.

- 5.2** As soon as reasonably possible following Canada's acceptance of administration and control of all or any of the LUP Lands, the Minister shall recommend to the Governor General in Council that the Lands be set apart as reserve land for the use and benefit of the First Nation, provided that the setting apart of the LUP Lands as reserve land has been approved by Canada pursuant to the procedures set out in its Additions to Reserve Policy as it exists on the date of the application to transfer the LUP Lands to Canada.
- 5.3** In the event that there are structures on the LUP Lands at the time they are to be transferred, in addition to the release provided for in article 18.5, Ontario may require from Canada the execution of a release and indemnity with respect to the condition of such structures. If there are structures on the LUP Lands, Canada may, either by its own discretion or by instruction from the First Nation, refuse to accept the transfer of such lands.

#### Part A Lands

- 5.4** In the event that the existing structures on the Part A Lands have been removed, or otherwise addressed, to the satisfaction of Ontario, Canada and the First Nation, then Ontario agrees to transfer to Canada the administration and control of the Part A Lands, or such part of the Part A Lands as may be agreed among the parties, for the purpose of having those lands set apart as reserve land for the First Nation.
- 5.5** If Ontario transfers all or any of the Part A Lands to Canada, then Canada agrees to accept the transfer of the lands provided that:
- (a) Ontario has notified Canada of the proposed transfer of the lands to Canada prior to their transfer;
  - (b) the transfer is in a form satisfactory to Canada;
  - (c) the title to the lands is satisfactory to Canada; and
  - (d) the environmental condition of the lands is satisfactory to Canada.
- 5.6** As soon as reasonably possible following Canada's acceptance of administration and control of all or any of the Part A Lands, the Minister shall recommend to the Governor General in Council that the lands be set apart as reserve land for the use and benefit of the First Nation, provided that the setting apart of the lands as reserve land has been approved by Canada pursuant to the procedures set out in its Additions to Reserve Policy as it exists on the date of the application to transfer the lands to Canada.
- 5.7** In the event that there are structures on the Part A Lands at the time they are to be transferred, in addition to the release provided for in article 18.5,

Ontario may require from Canada the execution of a release and indemnity with respect to the condition of such structures. If there are structures on the lands, Canada may, either by its own discretion or by instruction from the First Nation, refuse to accept the transfer of such lands.

CPR Surplus Lands

**5.8** In the event that CPR decides in the future, in its sole discretion, to transfer to Canada the CPR Surplus Lands then Canada agrees to accept the transfer of the CPR Surplus Lands, provided that:

- (a) the CPR has notified Canada of the proposed transfer of the CPR Surplus Lands to Canada prior to their transfer;
- (b) the transfer is in a form satisfactory to Canada;
- (c) the title to the CPR Surplus Lands is satisfactory to Canada; and
- (d) the environmental condition of the CPR Surplus Lands is satisfactory to Canada.

**5.9** As soon as reasonably possible following Canada's acceptance of administration and control of the CPR Surplus Lands, the Minister shall recommend to the Governor General in Council that the lands be set apart as reserve land for the use and benefit of the First Nation, provided that the setting apart of the CPR Surplus Lands as reserve land has been approved by Canada pursuant to the procedures set out in its Additions to Reserve Policy as it exists on the date of the application to transfer the CPR Surplus Lands to Canada.

Crown Lands North of the CPR Right of Way

**5.10** In the event that the CPR transfers to Canada the CPR Surplus Lands and the First Nation requests that those lands be set apart as reserve lands, Ontario may, at the request of the First Nation, decide, in its sole discretion, to transfer to Canada the administration and control of all or any of the Crown Lands North of the CPR Right of Way for the purpose of having those lands set apart as reserve land for the First Nation.

If Ontario decides to transfer all or any of the Crown Lands North of the CPR Right of Way to Canada, then Canada agrees to accept the transfer of those lands provided that:

- (a) Ontario has notified Canada of the proposed transfer of the lands to Canada prior to their transfer;
- (b) the transfer is in a form satisfactory to Canada;
- (c) the title to the lands is satisfactory to Canada; and
- (d) the environmental condition of the lands is satisfactory to Canada.

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- 5.11 As soon as reasonably possible following Canada's acceptance of administration and control of all or any of the Crown Lands North of the CPR Right of Way, the Minister shall recommend to the Governor General in Council that the lands be set apart as reserve land for the use and benefit of the First Nation, provided that the setting apart of the lands as reserve land has been approved by Canada pursuant to the procedures set out in its Additions to Reserve Policy as it exists on the date of the application to transfer the lands to Canada.
- 5.12 In the event that there are structures on the Crown Lands North of the CPR Right of Way at the time they are to be transferred, in addition to the release provided for in article 18.5, Ontario may require from Canada the execution of a release and indemnity with respect to the condition of such structures. If there are structures on the lands, Canada may, either by its own discretion or by instruction from the First Nation, refuse to accept the transfer of such lands.
- 5.13 In the event that in the future some or all of the Additional Crown Lands are transferred to Canada and set aside as reserve lands for the use and benefit of the First Nation, then the provisions of articles 3.4 to 3.9 of this Final Agreement shall apply in the same manner to those lands. For greater certainty, the portion of the Additional Crown Lands lying below, and the portion of the Additional Crown Lands lying above, the contour of elevation 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment) shall be treated in the same manner as the Part 1 Lands and Part 2 Lands, respectively, for the purposes of articles 3.4 to 3.9.

## **ARTICLE 6 PRIVATE LANDS AND ADJACENT CROWN LANDS**

- 6.1 If, within ten (10) years of the Effective Date, the First Nation both acquires the Private Lands and requests that Canada set them apart as reserve lands, then Canada agrees to recommend to the Governor in Council that the Private Lands be set apart as reserve land for the use and benefit of the First Nation, provided that:
- (a) the First Nation has consulted with Canada about the transfer of the Private Lands to Canada prior to their transfer;
  - (b) the title to the Private Lands is satisfactory to Canada;
  - (c) the Private Lands have been transferred to Canada by the First Nation;
  - (d) the environmental condition of the Private Lands is satisfactory to Canada; and

- (e) the setting apart of the Private Lands as reserve land has been approved by Canada pursuant to its Additions to Reserve Policy as it exists on the date of the application to transfer the Private Lands to Canada.

**6.2** It is contemplated by the Parties that, in the event the First Nation acquires the Private Lands as provided for in paragraph 6.1, and proposes to add those lands to their reserve, the First Nation may apply to acquire from Ontario some of the Crown lands adjacent to the Private Lands for the purpose of adding those lands to their reserve at the same time as the Private Lands. Ontario agrees to consider such application according to its usual land disposition policies and procedures and will consult Canada to determine what, if any, lands Canada is prepared to recommend for addition to the reserve. For greater certainty, Ontario is not undertaking through this Final Agreement to retain all or any portion of the Crown lands adjacent to the Private Lands for the period stated and will continue to be free to dispose of or encumber the lands as it determines in its sole discretion.

**6.3** Where Canada has advised Ontario and the First Nation that it is prepared to recommend that particular lands adjacent to the Private Lands be added to the reserve, and Ontario has decided, in its sole discretion, to sell those lands to the First Nation provided that they are to be added to reserve, and provided that within ten (10) years of the Effective Date, the First Nation has acquired both the Private Lands and the Adjacent Crown Lands and requested that those lands be set apart as reserve lands, then Canada agrees to recommend to the Governor in Council that the Adjacent Crown Lands be set apart as reserve land for the use and benefit of the First Nation, provided that:

- (a) the title to the Adjacent Crown Lands is satisfactory to Canada;
- (b) the Adjacent Crown Lands have been transferred to Canada by the First Nation;
- (c) the environmental condition of the Adjacent Crown Lands is satisfactory to Canada; and
- (d) the setting apart of the Adjacent Crown Lands as reserve land has been approved by Canada pursuant to its Additions to Reserve Policy as it exists on the date of the application to transfer the Adjacent Crown Lands to Canada.

**6.4** In the event that the Adjacent Crown Lands are to be transferred, Ontario may require from Canada and the First Nation the execution of a release and indemnity with respect to the condition of the lands and any structures thereon, and any other such releases or indemnities as may be agreed.

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**ARTICLE 7  
SNOWMOBILE TRAIL**

- 7.1 The First Nation agrees to request that Canada authorize, pursuant to section 28(2) of the *Indian Act*, the use of the Snowmobile Trail Lands as a snowmobile trail and rest stop, and that such use may include maintenance and other activities necessary to ensure that the trail is safe for such purposes, by the Ontario Federation of Snowmobile Clubs ("OFSC") and by the Local Snowmobile Club ("LSC") and any of their respective members, successors, assigns or persons authorized by them and by any persons that have been issued a Trail Permit to use the Prescribed Trail System, or are listed in Items 1 and 2 of the Table attached as Schedule 13 under the circumstances identified in the Table.
- 7.2 Where an individual identified in Items 3 to 14 of the Table attached as Schedule 13 makes a request to use the Snowmobile Trail Lands as a snowmobile trail and rest stop in the circumstances identified in the Table, the First Nation agrees to request that Canada authorize such use in those circumstances, pursuant to section 28(2) of the *Indian Act*.
- 7.3 The Parties agree that the permit provided for in paragraph 7.1 will authorize such use for so long as the trail is used as a recreational snowmobile trail and rest stop by the OFSC or the LSC and any of their respective members, successors, assigns or persons authorized by them or the other categories of users set out in article 7.1.
- 7.4 Canada agrees to issue the authorization provided for in article 7.1 to either or both of the OFSC and the LSC, as appropriate, as soon as reasonably possible following the setting apart of the Lands as an addition to the Reserve and following the request of the OFSC or LSC and the First Nation. The permit shall be substantially in the form attached as Schedule 12.

**ARTICLE 8  
BELL CANADA AND HYDRO ONE PERMITS**

- 8.1 The First Nation agrees to request that Canada authorize, pursuant to section 28(2) of the *Indian Act*, the use of the Lands by Bell Canada for its distribution lines and facilities located on the Lands, as described in Schedule 14, and by Hydro One for its rights of way and distribution lines located on the Lands, as described in Schedule 15. Canada agrees to issue such authorizations to Bell Canada and Hydro One, respectively, as soon as reasonably possible following the setting apart of the Lands as an addition to the Reserve and following the request of the First Nation. Both authorizations shall provide for servicing off-reserve users. The Bell

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Canada authorization shall be substantially in the form attached as Schedule 16 and the Hydro One authorization shall be substantially in the form attached as Schedule 17.

- 8.2** In the event that in the future the Additional Hydro One Right of Way Lands are transferred to Canada and set aside as reserve lands for the use and benefit of the First Nation, then the First Nation agrees to request that Canada authorize, pursuant to section 28(2) of the *Indian Act*, the use of the Additional Hydro One Right of Way Lands by Hydro One for its rights of way and distribution lines. Canada agrees to issue such authorization to Hydro One, as soon as reasonably possible following the setting apart of the Additional Hydro One Right of Way Lands as an addition to the Reserve and following the request of the First Nation. The Hydro One authorization shall provide for servicing off-reserve users and be substantially in the form attached as Schedule 17.

#### **ARTICLE 9 NAVIGABLE WATERS**

- 9.1** This Final Agreement does not affect the public right of navigation on navigable waters within the Lands.

#### **ARTICLE 10 TRANSITION**

- 10.1** From the date upon which this Final Agreement is fully executed until the date upon which Ontario transfers administration and control of the Lands to Canada, Ontario shall not alienate, lease or sell the Lands or issue permits or renew permits or leases on the Lands or in any other way deal with the Lands or natural resources within the Lands without the consent of the First Nation by Resolution except:
- (a) Ontario may extend or renew any existing permit or license in relation to the Lands so long as the permit or license expires before the date of transfer of the administration and control of the Lands to Canada from Ontario;
  - (b) as provided in this Final Agreement;
  - (c) where it is necessary to fulfill the terms and conditions of this Final Agreement;



- (d) where it is necessary to take emergency measures to protect the Lands or the natural resources therein, or for the purpose of public safety; or
  - (e) where required by law.
- 10.2** (a) Subject to obtaining the appropriate permits or authorizations, it is contemplated by all Parties that water treatment facilities, including water intake and supply pipelines, for use by the First Nation may be constructed over part of the Lands prior to the transfer of the Lands to Canada and their addition to reserve. The Parties agree that, during this period, Ontario may issue any permit or grant any authorization necessary to construct or operate the proposed water treatment facilities.
- (b) In the event that water treatment facilities are constructed over the Lands for use by the First Nation, Canada and the First Nation agree to accept the Lands for addition to the reserve with the water treatment facilities. The Parties further agree that any permit or other authorization granted by Ontario in relation to the portion of the water treatment facilities constructed on the Lands shall expire or otherwise be removed prior to the transfer of the administration and control of the Lands to Canada. Canada and the First Nation will take the necessary steps for the operation of the water treatment facilities on the Lands to be transferred to the First Nation.
- 10.3** If Ontario takes any of the actions provided for in paragraphs 10.1(a)-(e) or 10.2, Ontario will make reasonable efforts to advise Canada and the First Nation of the actions that were taken within 45 days.
- 10.4** A portion of the Lands, as shown generally on Schedule 19, are currently utilized by the First Nation as its pow wow grounds pursuant to a land use permit issued by the Ontario Ministry of Natural Resources to the White Lake Resources Corporation, a corporation wholly owned by the First Nation. It is contemplated by all Parties to this Final Agreement that the necessary steps will be taken to terminate the permit prior to the transfer of administration and control of the Lands to Canada.

**ARTICLE 11  
CONDITION OF THE LANDS**

- 11.1** Prior to setting the Lands apart as a Reserve, Canada shall conduct an environmental site assessment of the Lands in accordance with its

Additions to Reserve Policy to determine whether there are Contaminants or Toxic Substances affecting the lands in excess of provincial and federal standards, as applicable.

- 11.2** Upon request by Canada or the First Nation, such request or requests to be made prior to the transfer of the Lands by Ontario, Ontario shall make reasonable efforts to provide to Canada and the First Nation copies of any environmental contaminant studies, reports and audits conducted in relation to the Lands in its possession at the time the request is made.
- 11.3** If Contaminants or Toxic Substances in excess of applicable provincial or federal standards are discovered on or in the Lands after Canada has completed an environmental site assessment and before Canada has accepted administration and control of the Lands, the Parties shall negotiate appropriate processes and cost-sharing arrangements for remedying the affected Lands.
- 11.4** If, in the opinion of Ontario, the cost of cleaning up or rehabilitating any of the Lands exceeds the value of the affected lands, Ontario may exclude the affected lands and provide alternate lands of equivalent size, which lands shall be identified and agreed upon by the Parties.
- 11.5** If a Contaminant or Toxic Substance is discovered on or in the Lands after Canada accepts administration and control of the Lands from Ontario and before Canada sets apart the Lands as a reserve, and Canada determines that the Contaminant or Toxic Substance:
- (a) is in excess of the applicable federal or provincial standards in effect at the time Canada accepts administration and control of the Lands; and
  - (b) was not present on the Lands prior to Canada accepting administration and control of the Lands,

Canada shall take such action as it deems appropriate, in its sole discretion, to cause the removal of the Contaminant or Toxic Substance or to cause the remediation of the affected Lands in accordance with applicable federal or provincial standards.

## **ARTICLE 12 MINERALS**

- 12.1** Paragraphs 3 to 7 inclusive of the *1924 Agreement* shall not apply to the existing Pic Moberg Reserve or to the Lands from and after the date the Lands have been set apart as a reserve.

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**12.2** Ontario shall, by the Order in Council by which it confirms this Specific Agreement, release and quitclaim to Canada, for the use and benefit of the First Nation, all and any rights to the Minerals in the Pic Mobert Reserve and the Lands, and all and any rights to revenues derived from the Minerals in the Pic Mobert Reserve and the Lands, from and after the date the Lands are set apart as a reserve by Canada.

**ARTICLE 13  
ARCHAEOLOGICAL SITE**

**13.1** The Parties have identified a site with archaeological significance within the Lands to be transferred. The general location of the site is shown on Schedule 18. The First Nation acknowledges the existence of the site and does not intend to develop the lands on which the site is located given their archaeological significance and location. In the event that the First Nation contemplates development that could impact the site, it will undertake further archaeological assessment work to determine the nature and extent of the heritage resources on or in the lands in order to identify appropriate mitigation measures that may be considered. Any such further archaeological work is to be undertaken by a licensed archaeologist.

**ARTICLE 14  
PROGRAMS AND SERVICES**

**14.1** The First Nation acknowledges that neither the execution of this Final Agreement nor the setting apart of the Lands as reserve shall, of themselves, oblige Canada or Ontario to assume any costs of any kind associated with the maintenance of existing capital infrastructure on the Lands, or any costs of capital infrastructure associated with community development on the Lands including, but not limited to, the construction, repair and maintenance of roads, bridges, sewers and water systems, telephone or hydro-electric projects, housing, schools, recreational facilities or other community buildings, including the operating costs and associated costs related to such capital infrastructure.

**ARTICLE 15  
OFFSET CLAUSE IN FAVOUR OF ONTARIO**

**15.1** The Parties agree that the value of the Lands, and the value of any assets, resources or access to resources transferred with the Lands, shall be set off against an equal value of any assets, Crown land, interest in

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Crown land, resources, access to resources or money judgment obtained by the First Nation as a result of the resolution or settlement of any claim or demand made by the First Nation against Ontario, whether resulting from judicial disposition, agreement or howsoever achieved, where the resolution or settlement occurs or is reached subsequent to the Execution Date of this Final Agreement. In the event that the First Nation makes a claim or demand against Canada, but not Ontario, and Canada brings a related third party claim against Ontario, the First Nation shall indemnify Ontario for any amounts found to be owing to Canada, up to the amount set out in article 15.3, where that amount is found to be owing based on a judgment in favour of the First Nation.

- 15.2** The Parties agree that Ontario shall receive full credit for the quantum of the Lands provided to Canada to be set aside as a reserve for the First Nation pursuant to this Final Agreement in any subsequent resolution or settlement of any claim or demand made by the First Nation against Ontario, whether resulting from judicial disposition, agreement or howsoever achieved, where the resolution or settlement occurs or is reached subsequent to the Execution Date of this Final Agreement. For the purposes of this article, receiving full credit means that in any resolution or settlement through which it is agreed or otherwise determined that the First Nation is entitled to land, Ontario shall be entitled to reduce the number of hectares of land to be transferred or acquired pursuant to that resolution or settlement by the number of hectares of land that have been transferred pursuant to this Final Agreement.
- 15.3** For the purposes of paragraph 15.1, the value of the Lands, and the value of any assets, resources or access to resources transferred with the Lands, for which Ontario shall be entitled to a set-off shall be their value as of the date of the resolution or settlement of any claim, demand or judgment made against Ontario in favour of the First Nation. The Lands, and the assets, resources and access to resources transferred with the Lands, shall be valued at that time as if they were in the condition in which they were at the date of the transfer of the Lands by Ontario to Canada.
- 15.4** The Lands, and the assets, resources and access to resources to be transferred with the Lands, as they exist in their present condition, have been identified and valued. The valuation included both the Lands and the Part A Lands. The total monetary value of the Lands and the Part A Lands as of January 30, 2004 was \$697,000 (six hundred and ninety seven thousand dollars).
- 15.5** The quantum of land provided to Canada for the use and benefit of the First Nation that, in accordance with paragraph 15.2, shall be credited by the First Nation to Ontario in the settlement or other disposition of any

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claim or demand made by the First Nation against Ontario shall be 1599.9833 hectares.

- 15.6** Ontario shall be entitled to rely on the offset provided for in this article on and after the date on which Ontario transfers administration and control of the Lands to Canada in accordance with paragraph 3.1.

## **ARTICLE 16 OFFSET CLAUSE IN FAVOUR OF CANADA**

- 16.1** The Parties agree that Canada shall receive full credit for the quantum of the Lands set aside as a reserve for the First Nation pursuant to this Final Agreement in any subsequent resolution or settlement of any claim or demand by the First Nation based on an entitlement to reserve land, whether made by judicial disposition, agreement or howsoever achieved, where the resolution or settlement occurs or is reached subsequent to the Execution Date of this Final Agreement.
- 16.2** For the purposes of article 16.1, receiving full credit means that in any resolution or settlement through which it is agreed or otherwise determined that the First Nation is entitled to have land set aside as a reserve, Canada shall be entitled to reduce the number of hectares of land to be set aside as reserve land pursuant to that resolution or settlement by the number of hectares of reserve land that have been set aside pursuant to this Final Agreement. For greater certainty, reducing the number of hectares of land to be set aside shall not reduce Canada's liability, if any, to provide compensation for the full amount of lands to which the First Nation is entitled pursuant to the resolution or settlement.
- 16.3** Notwithstanding articles 16.1 and 16.2, in the event that any claim or demand by the First Nation based on a treaty right to reserve land is resolved or settled between Canada and the First Nation, then Canada shall also be entitled to use the credit provided for in article 16.1 to reduce its liability with respect to the amount of land to which the First Nation is entitled in relation to such claim or demand, provided that:
- (a) the resolution or settlement fully addresses the First Nation's claim to reserve land under the treaty;
  - (b) the resolution or settlement includes full releases for both Ontario and Canada related to the First Nation's claim to reserve land under the treaty and any claim by the First Nation to Aboriginal title, including the claim referred to in article 16.10(c), as well as any related damages claims; and
  - (c) in the event that the settlement or resolution includes any contribution or liability on the part of Ontario, Canada may only use any portion of

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the credit remaining after it has been applied to Ontario's contribution or liability.

- 16.4** With respect to any other claim or demand made by the First Nation against Canada, Canada shall only be entitled to use the credit provided for in article 16.1 to reduce its liability with respect to such claim or demand with the prior approval of Ontario in writing.
- 16.5** The quantum of land set aside as a reserve for the use and benefit of the First Nation which, in accordance with paragraph 16.1, shall be credited by the First Nation to Canada in the settlement or other disposition of any claim or demand made by the First Nation against Canada based on a treaty right to reserve land shall be 1599.9833 hectares.
- 16.6** Canada shall be entitled to rely on the offset provided for in this article on and after the date on which Canada sets aside the Lands as a reserve.
- 16.7** For the purposes of articles 15 and 16, and, in particular, any claim or demand for damages based on loss of use of reserve lands, full credit also includes credit for the fact that the First Nation has been provided with 1599.9833 hectares of additional reserve lands as of the date the Lands are made reserve lands.
- 16.8** In the event that in the future some or all of the Additional Crown Lands are transferred to Canada and set aside as reserve lands for the use and benefit of the First Nation, then the provisions of articles 15 and 16 shall apply in the same manner to those lands.
- 16.9** In the event that in the future some or all of the CPR Surplus Crown Lands are transferred to Canada and set aside as reserve lands for the use and benefit of the First Nation, then the provisions of articles 15 and 16 shall apply in the same manner to those lands.
- 16.10** For greater certainty:
- (a) the offset clauses in articles 15 and 16 shall not operate in a manner which would subject the First Nation to a set-off or credit greater than the value or quantum of the Lands it has received;
  - (b) except as provided for in article 16.3 and 16.4, Canada may not use the credit provided for in article 16 in a manner that would disentitle Ontario from its ability to utilize the set-off and credit provided for in article 15; and
  - (c) "any claim or demand" as referred to in articles 15 and 16 includes the court action commenced in the Ontario Court of Justice –

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Superior Court, styled *Jeff Desmoulin, Chief et al. v. The Attorney General of Canada and Her Majesty the Queen in Right of Ontario*, Court File No.: CV-2006-14.

**ARTICLE 17**  
**ACKNOWLEDGMENT, RELEASE AND INDEMNITY RELATED TO**  
**AMBULATORY WATER BOUNDARY**

- 17.1** The Parties acknowledge that the water's edge of the Part 1 Lands shall continually move as a result of fluctuating water levels, including, in particular, as a result of the artificial regulation of water levels on White Lake and White River and, as a result, the First Nation:
- (a) acknowledges the risk of loss of or damage to the Part 1 Lands due to fluctuating water levels;
  - (b) acknowledges the risks associated with the movement of the boundaries of the Part 1 Lands which include, without limitation, the potential for structures built on or near the boundaries to be damaged, destroyed or found to be located on Crown lands; and
  - (c) shall, in the manner the First Nation considers appropriate, advise its Members, or persons authorized by them to use the Part 1 Lands, of the risks associated with the movement of the boundaries of the Part 1 Lands in relation to their use of the Part 1 Lands.
- 17.2** In consideration of the execution of this Final Agreement and the mutual promises it contains, the First Nation does hereby forever release, relieve, remise and discharge Canada and Ontario, and any of their Ministers, officials, servants, agents, successors and assigns from all manner of actions, causes of actions, suits, claims and demands of any kind or nature whatsoever that the First Nation, the members of the First Nation and any person authorized by the First Nation to use the Part 1 Lands, and each of its and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, may now have or may in the future have against Canada and/or Ontario, and any of their Ministers, officials, servants, agents, successors or assigns, for or by reason of any loss whatsoever resulting from fluctuating water levels along the water's edge of the Part 1 Lands, including loss of, loss of use of or damage to the Part 1 Lands, damage to or destruction of structures built on or near the Part 1 Lands below a contour elevation of 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment), or loss of those structures which may, at particular times be found to be located on Crown Land, as a result of fluctuating water levels, including, in particular, as a result of the artificial regulation of the water level on White Lake and White River.

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- 17.3** The First Nation agrees to indemnify Canada and Ontario, and any of their Ministers, officials, servants, agents, successors and assigns against any duty, obligation, loss or damage resulting directly or indirectly from any action, cause of action, claim, or demand brought by any Member of the First Nation or any person authorized by them to use the Part 1 Lands, and their heirs, descendants, executors, successors and assigns, against Canada and/or Ontario and their Ministers, officials, servants, agents, successors and assigns with respect to the matters set out in article 17.2 provided such duty, obligation, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement consented to by the First Nation, such consent not to be unreasonably withheld, and notice has been given to the First Nation in accordance with paragraph 19.2.
  
- 17.4** In the event that in the future some or all of the Additional Crown Lands are transferred to Canada and set aside as reserve lands for the use and benefit of the First Nation, then the provisions of articles 17.1 to 17.3 of this Final Agreement shall apply in the same manner to those lands. For greater certainty, the portion of the Additional Crown Lands lying below, and the portion of the Additional Crown Lands lying above, the contour of elevation 329.18 m CGVD 1928 (1978 Southern Ontario Adjustment) shall be treated in the same manner as the Part 1 Lands and Part 2 Lands, respectively, for the purposes of articles 17.1 to 17.3.
  
- 17.5** For greater certainty, the provisions of this Final Agreement shall not affect any rights, or claim to damages, of the First Nation in relation to the existing Pic Mobert reserve.

**ARTICLE 18  
RELEASES**

- 18.1** In consideration of the execution of this Final Agreement and the mutual promises it contains, the First Nation does hereby forever release, relieve, remise and discharge Canada and Ontario, and any of their Ministers, officials, servants, agents, successors and assigns from all manner of actions, causes of actions, suits, claims and demands of any kind or nature whatsoever that the First Nation and /or the members of the First Nation and each of its and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, may now have or may in the future have against Canada and/or Ontario, and any of their Ministers, officials, servants, agents, successors or assigns, for or by reason of any act, deed or thing done or omitted to be done by Canada and/or Ontario, any of their Ministers, officials, servants, agents, successors or assigns, arising directly or indirectly from, or in any way connected with, the Framework Agreement, the Interim Measures



Agreement, the Proposal, the Agreement in Principle or this Final Agreement, except that this release does not relieve Ontario and Canada of any of their obligations under this Final Agreement.

- 18.2** Ontario shall be entitled to rely on the releases set out in paragraphs 17.2, 18.1 and 18.5 on and after the date on which Ontario transfers administration and control of the Lands, or the Additional Crown Lands, as applicable, to Canada in accordance with paragraph 3.1 and Article 5.
- 18.3** Canada shall be entitled to rely on the releases set out in paragraphs 17.2, 18.1 and 18.5 at such time as the Lands, or the Additional Crown Lands, as applicable, are set apart by Canada as reserve land.
- 18.4** When Canada accepts Ontario's transfer of administration and control of the Lands, or the Additional Crown Lands, as applicable, Ontario is released by Canada and the First Nation from all liability, damage, loss, obligation, expense and cost, of whatever nature, resulting directly or indirectly from any action, cause of action, claim, or demand which Canada or the First Nation now have or may have in the future against Ontario with respect to the presence of any Contaminants or Toxic Substances in or on the Lands, or the Additional Crown Lands, as applicable, at the time of the acceptance of the transfer of administration and control of the Lands, or the Additional Crown Lands, as applicable, by Canada.
- 18.5** The First Nation hereby releases, relieves, remises and discharges Canada and Ontario, and any of their Ministers, officials, servants, agents successors and assigns from all manner of actions, causes of action, suits and demands of any kind relating to any buildings, fixtures or improvements on the Lands, or the Additional Crown Lands, as applicable, including, without limiting the generality of the foregoing, any liability relating to the title to, condition of or environmental contamination of any of the said buildings, fixtures and improvements. For the purposes of this provision, improvements include any water treatment facilities constructed over the Lands as contemplated by article 10.2.

## **ARTICLE 19 INDEMNITY**

- 19.1** The First Nation agrees to indemnify Canada and Ontario, and any of their Ministers, officials, servants, agents, successors and assigns against any duty, obligation, loss or damage resulting directly or indirectly from any action, cause of action, claim, or demand brought by any member of the First Nation, their heirs, descendants, executors, successors and assigns, against Canada and/or Ontario and their Ministers, officials, servants,

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agents, successors and assigns with respect to the Framework Agreement, the Interim Measures Agreement, the Proposal, the Agreement in Principle, this Final Agreement and any matter set out in articles 18.4 and 18.5, provided such duty, obligation, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement consented to by the First Nation, such consent not to be unreasonably withheld, and notice has been given to the First Nation in accordance with paragraph 19.2.

- 19.2** Canada and Ontario shall provide reasonably prompt notice by registered mail to the First Nation of any claim which may reasonably give rise to a right of indemnification under paragraphs 17.3 or 19.1. Such notice shall be sufficient to enable the First Nation to identify the claim and shall include all court documents received or produced by Canada and/or Ontario.
- 19.3** The First Nation shall be entitled to defend against any claim against Canada and/or Ontario, and any of its Ministers, officials, servants, agents, successors and assigns which may give rise to a right of indemnification under paragraphs 17.3 or 19.1 and may make such investigation, negotiations and settlement of any claim as it deems expedient. This entitlement however, shall in no way:
- (a) mean that the First Nation is entitled to represent Canada and/or Ontario, any of its Ministers, officials, servants, agents, successors and assigns; or
  - (b) affect the rights or abilities of Canada and/or Ontario, and any of its Ministers, officials, servants, agents, successors and assigns to defend any such claim including, without limitation, the appointment of counsel.
- 19.4** Any request by Canada and/or Ontario for indemnification shall be made in writing. If the amount requested is not paid by the First Nation within 30 (thirty) business days of the receipt of the request, Canada and/or Ontario shall be entitled to invoke all rights and remedies provided by law to recover any amounts legally owing by the First Nation.

## **ARTICLE 20 NON DEROGATION**

- 20.1** Except as otherwise provided in this Final Agreement, nothing in this Final Agreement shall be construed so as to abrogate or derogate in any way from the existing aboriginal, treaty or other rights of the First Nation, or so as to abrogate or derogate in any way from, or affect in any way, any

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rights of Canada or Ontario, or in any way prejudice or affect the positions of the Parties concerning anything that is not the subject matter of this Final Agreement.

- 20.2** This section does not confer or confirm any aboriginal or treaty rights of the First Nation concerning anything that is not the subject matter of this Final Agreement.

## **ARTICLE 21 RATIFICATION**

- 21.1** As soon as reasonably possible following ratification of this Final Agreement by the First Nation, the First Nation shall:
- (a) by Resolution notify Canada and Ontario that ratification of this Final Agreement took place pursuant to the First Nation's custom; and
  - (b) provide Canada with a written description of its custom, which custom must be consistent with the principles of natural justice and the *Canadian Charter of Rights and Freedoms*.

## **ARTICLE 22 EXECUTION**

- 22.1** This Final Agreement shall be executed by the Chief and a quorum of the Council on behalf of the First Nation following ratification of the Final Agreement by the First Nation.
- 22.2** This Final Agreement shall be executed by the Minister of Indian Affairs and Northern Development on behalf of Canada and by the Minister of Aboriginal Affairs and the Minister of Natural Resources on behalf of Ontario, after the following conditions precedent have been met:
- (a) the First Nation has ratified this Final Agreement and has provided to Ontario and Canada the Resolution described in paragraph 21.1;
  - (b) the First Nation has provided to Canada the written description of its custom as described in paragraph 21.1;
  - (c) the First Nation has executed this Final Agreement in accordance with paragraph 22.1;

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- (d) the First Nation has provided to Canada and Ontario a Certificate of Independent Legal Advice, signed by its legal counsel, in substantially the form attached as Schedule 3;
- (e) the execution of this Final Agreement by the Minister of Aboriginal Affairs and the Minister of Natural Resources on behalf of Ontario has been authorized in accordance with Ontario's processes for approval; and
- (f) the execution of this Final Agreement by the Minister of Indian Affairs and Northern Development on behalf of Canada has been authorized in accordance with Canada's processes for approval.

**ARTICLE 23  
CONFIRMATION OF AGREEMENT**

- 23.1** Prior to the confirmation of this Final Agreement by Canada and Ontario, the First Nation shall deliver to Canada and Ontario:
- (a) a written notice from the Chief pursuant to section 10(b) of the *1986 Agreement* stating that confirmation of this Final Agreement took place pursuant to the First Nation's custom; and
  - (b) a resolution duly made and executed by the Council authorizing the Chief to execute and deliver the said written notice.
- 23.2** The First Nation shall provide Canada with a written description of its custom, which custom must be consistent with the principles of natural justice and the *Canadian Charter of Rights and Freedoms*.
- 23.3** After confirmation of this Final Agreement by the First Nation, both Canada and Ontario shall recommend that orders in council be issued confirming this Final Agreement under the *1986 Agreement*.

**ARTICLE 24  
EFFECTIVE DATE**

- 24.1** This Final Agreement shall come into force and be effective upon its confirmation as a Specific Agreement in accordance with sections 9 and 10 of the *1986 Agreement*.

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**ARTICLE 25  
REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION**

- 25.1** The First Nation represents and warrants that:
- (a) The First Nation has received independent legal advice from independent legal counsel, qualified to practice law in the Province of Ontario, retained to advise the First Nation with regard to this Final Agreement; and
  - (b) The First Nation's legal counsel has fully explained to the Chief and Council and to the Members the legal nature and effect of this Final Agreement and the implementation of this Final Agreement.
- 25.2** The First Nation shall provide to Canada and Ontario a Certificate of Independent Legal Advice, in the form attached as Schedule 3, dated on or after the date of the execution of the Final Agreement by the First Nation.

**ARTICLE 26  
NOTICE**

- 26.1** Any notice or written communication given pursuant to this Final Agreement shall be given as follows:

TO CANADA:

Regional Director General  
Ontario Regional Office  
Department of Indian Affairs and Northern  
Development  
25 St. Clair Avenue East, 8<sup>th</sup> Floor  
Toronto, Ontario M4T 1M2

Telephone: (416) 973-6201  
Fax: (416) 954-4328

TO ONTARIO:

Assistant Deputy Minister, Negotiations and  
Reconciliation Division  
Ministry of Aboriginal Affairs  
160 Bloor Street East, 4th Floor  
Toronto, Ontario M7A 2E6

Telephone: 326-4741  
Fax: (416) 326-4017

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TO THE FIRST NATION: Chief and Council  
Pic Mobert First Nation  
General Delivery  
Mobert, Ontario  
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Telephone: (807) 822-2134  
Fax: (807) 822-2850

or to such other address as a Party may designate by notice in writing.

**26.2** Any notice shall be deemed to have been given or made on the day on which such notice is delivered, or, if mailed, then 72 (seventy-two) hours following the date of the mailing.

#### **ARTICLE 27 IMPLEMENTATION COMMITTEE**

- 27.1** The Parties shall establish an implementation committee to oversee the implementation of this Final Agreement. The implementation committee shall be comprised of the following representatives of the Parties:
- (a) for the First Nation, one representative to be named by the Council;
  - (b) for Canada, one representative to be named by the Ontario Regional Director General of the Department; and
  - (c) for Ontario, one representative to be named by the Assistant Deputy Minister, Negotiations and Reconciliation Division, Ministry of Aboriginal Affairs.
- 27.2** The following processes shall govern the work of the implementation committee:
- (a) the Parties' representatives on the implementation committee may delegate alternate representatives to attend meetings in the absence of the named representatives;
  - (b) the implementation committee shall meet as often as necessary, upon request of any of the Parties' representatives; and

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- (c) meetings shall be by teleconference unless the Parties agree that the nature of the issues to be discussed requires a meeting in person.

**27.3** The functions of the implementation committee are:

- (a) to ensure that the Final Agreement is implemented in a timely and efficient manner; and
- (b) to develop a workplan for the implementation of the Final Agreement.

**27.4** Canada, Ontario and the First Nation shall each bear their own expenses in connection with the functioning of the implementation committee.

**27.5** The implementation committee shall continue to function only as long as is necessary for the implementation of this Final Agreement.

## **ARTICLE 28 GENERAL PROVISIONS**

**28.1** This Final Agreement is entered into by Canada, Ontario and the First Nation, without any admission of fact or liability whatsoever with respect to any matter.

**28.2** The waiver of any breach of any provision in this Final Agreement shall not be binding upon a Party unless the waiver is in writing by such Party. Such waiver shall not affect such Party's rights with respect to any other breaches.

**28.3** The division of this Final Agreement into Articles and other subdivisions, the provision of a table of contents, and the insertion of headings are inserted only for convenience and shall not control or affect the meaning or interpretation of any part of this Final Agreement.

**28.4** All references in this Final Agreement to statutes of Canada or Ontario shall include, unless a contrary intention is expressed, any such statute as it may be amended, re-enacted or replaced from time to time and, in respect of any defined term derived from such statute, includes any subsequent definition contained in the statute enacted in substitution therefore or in modification thereof.

**28.5** Unless the context otherwise necessarily requires, the following provisions shall govern the interpretation of this Final Agreement:

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- (a) words in the singular include the plural and words in the plural include the singular;
- (b) words referring to persons of one gender include persons of the other gender and corporations; and
- (c) the terms "in writing" or "written" include printing, typewriting, or any electronic means of communication by which words are capable of being visually reproduced at a distant point of reference, including by telecopier, telex, and electronic mail.

**28.6** This Final Agreement shall not be varied, changed, amended, added to or replaced except by written agreement among the Parties.

**28.7** This Final Agreement shall be governed by and construed in accordance with the laws of Ontario and Canada, to the extent that such laws are applicable thereto.

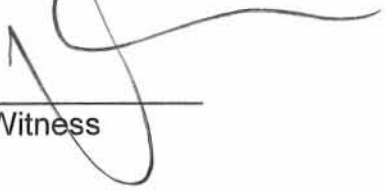
**28.8** In the event of a conflict between the body of this Final Agreement and the Schedules, the body of this Final Agreement shall prevail.

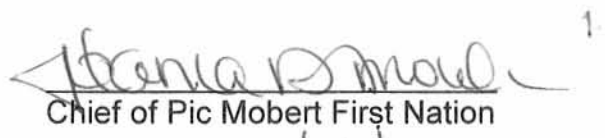
**28.9** In the event of a conflict between Schedules 1, 2, 6, 7, 8 and 9, and Schedule 20, Schedules 1, 2, 6, 7, 8 and 9 shall prevail.

**IN WITNESS WHEREOF** the Parties by their duly authorized representatives have set their hands, signs and seals on the dates indicated.

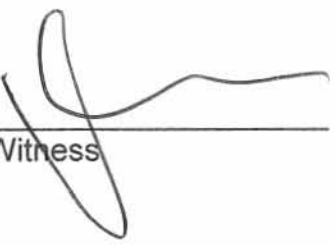
**SIGNED, SEALED AND DELIVERED** in the presence of:

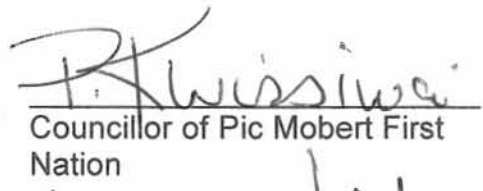
**ON BEHALF OF THE PIC MOBERT FIRST NATION**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chief of Pic Mobert First Nation

July 18/14  
Date


  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Councillor of Pic Mobert First Nation

July 18/14  
Date





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\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Councillor of Pic Mobert First Nation


July 19/14  
Date

  
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Witness

  
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Councillor of Pic Mobert First Nation


July 19/14  
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Councillor of Pic Mobert First Nation

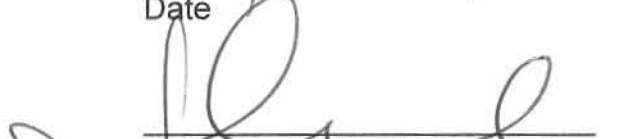
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Witness


  
\_\_\_\_\_  
Councillor of Pic Mobert First Nation


July 18, 2014  
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Witness

  
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Councillor of Pic Mobert First Nation

July 17, 2014  
Date

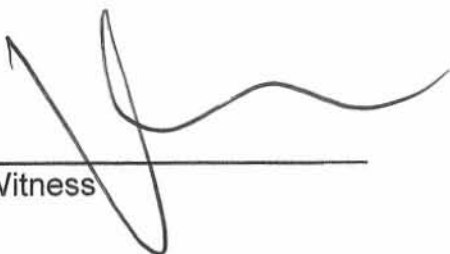
  
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Councillor of Pic Mobert First Nation

July 18/2014  
Date

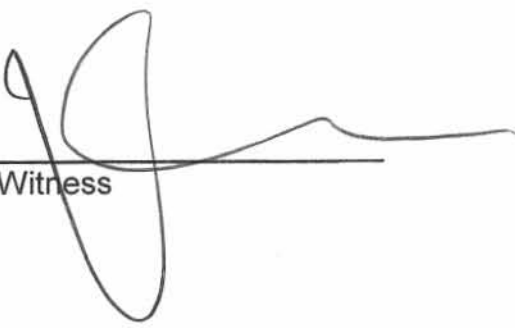
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\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Councillor of Pic Mobert First Nation


July 15 2014  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Councillor of Pic Mobert First Nation

July 18/14  
Date


**ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA:**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Minister of Indian Affairs and Northern Development

May 20<sup>th</sup> 2015  
Date

**ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO:**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Minister of Aboriginal Affairs

Aug 13 14  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Minister of Natural Resources

Sept 8 '14  
Date

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**Schedule 1**  
**Description of Part 1 Lands**

The Part 1 Lands, being more particularly described as:

JMD MS ML

SCHEDULE 1

FIRSTLY

Part of Location CL 13728,  
Being part of the Bed of White Lake and  
All of the Road Allowance in front of Location PP 116 and  
Part of the Road Allowance in front of the Pic Moberg South  
Indian Reserve No. 82 and  
Part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 29.9283 hectares, more or less,  
Designated as Parts 1, 2, 3, 4, 5, 6, 8, 10, 11, 12, 13, 14,  
15, 16, 23, 26, 32 and 34, on Reference Plan 55R-13211.

SECONDLY

Part of Location CL 13729,  
Being part of the Bed of White Lake and  
Part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 9.907 hectares, more or less,  
Designated as Parts 2, 3, 4, 12, 14, 15, 18, 20, 21, 22,  
29 and 30, on Reference Plan 55R-13212.

THIRDLY

Part of Location CL 13730,  
Being part of the Unsubdivided Geographic Township of Laberge,

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Territorial District of Thunder Bay,

Containing 24.992 hectares, more or less,

Designated as Parts 1, 2, 3 and 4, on Reference Plan 55R-13436.

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**Schedule 2  
Description of Part 2 Lands**

The Part 2 Lands, being more particularly described as:

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SCHEDULE 2

FIRSTLY

Part of Location CL 13728,  
Being part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 10.457 hectares, more or less,  
Designated as Parts 7, 9, 17, 18, 19, 20, 21, 22, 24, 25, 27, 28,  
29, 30, 31, 33 and 35, on Reference Plan 55R-13211.

SECONDLY

Part of Location CL 13729,  
Being part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 538.768 hectares, more or less,  
Designated as Parts 1, 5, 13, 23, 24, 25, 26, 27, 28, 31,  
32, 33, 34 and 35 on Reference Plan 55R-13212.

THIRDLY

All of Location CL 13731,  
Being the Bed of Nursery Lake and  
Part of the Unsubdivided Geographic Townships of McCron and  
Bryant,  
Territorial District of Thunder Bay,  
Containing 392.576 hectares, more or less,  
Designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12,  
on Reference Plan 55R-13213.

FOURTHLY

Part of Location CL 13730,

Being part of the Unsubdivided Geographic Townships of

Laberge, Bryant and McCron and Unsurveyed Territory

Territorial District of Thunder Bay,

Containing 593.355 hectares, more or less,

Designated as Parts 5, 6, 7, 8, 10, 11, 12, 13 and 14

on Reference Plan 55R-13436.



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**Schedule 3  
Certificate of Independent Legal Advice**

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**Schedule 3**

**Certificate of Independent Legal Advice**

I, Kim Alexander Fullerton, of the Town of Oakville, in the Province of Ontario, Barrister & Solicitor, do hereby certify:

- 1. **THAT** I am a member in good standing of the Law Society of Upper Canada qualified to practice law in the Province of Ontario.
- 2. **THAT** I was retained in my professional capacity to advise the Pic Mobert First Nation (the "First Nation") with respect to the Land and a Larger Land Base Process with Canada and Ontario, including the negotiation of the Land Base and the negotiation, preparation, execution and implementation of the Agreement in Principle, dated for reference March 9, 2002, and the Final Agreement, dated for reference \_\_\_\_\_, 2014 (the "Retainer").
- 3. **THAT** I have provided independent legal advice to the First Nation throughout the transaction in relation to the fulfilment of the Retainer,
- 4. **THAT** I was present at the following information meeting called for the purpose of explaining to the members of the First Nation the legal nature and effect of the Final Agreement, the 1924 Agreement and the 1986 Agreement:

Location of Meeting:

Date and Time:

- 5. **THAT** I have provided independent legal advice to the Chief and Council of the First Nation, and to the Members of the First Nation present at the information meeting held in accordance with the First Nation's custom, as to the legal nature and effect upon the First Nation and its Members of the Final Agreement, the 1924 Agreement and the 1986 Agreement, including the implementation of the provisions of the Final Agreement.

DATED at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Witness to the signature of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Kim Alexander Fullerton  
 Barrister & Solicitor  
 256 Riverside Drive  
 Oakville, ON L6K 3M9

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**Schedule 4  
Framework Agreement**

Schedule 4

FRAMEWORK AGREEMENT

This Agreement made this 5th day of August, 1991.

B E T W E E N:

FORT WILLIAM FIRST NATION  
MICHIPICOTEN FIRST NATION  
PAYS PLAT FIRST NATION  
PIC MOBERT FIRST NATION  
ROCKY BAY FIRST NATION  
SANDPOINT FIRST NATION

(hereinafter referred to as the "First Nations")

- and -

GOVERNMENT OF CANADA

(hereinafter referred to as "Canada")

- and -

GOVERNMENT OF ONTARIO

(hereinafter referred to as "Ontario")

WHEREAS the parties hereto have for the past several years participated in discussions with the intent to resolve outstanding issues of common concern with respect to Land and a larger land base for the First Nations, including but not limited to working towards balancing the following objectives: 1) Ensuring and maintaining a pristine environment and unspoiled wilderness; 2) Developing and managing land for surface harvesting of renewable resources; 3) Developing, managing and reclaiming land for subsurface mineral extraction; 4) Water management and possible exporting; 5) Economic and socio-economic development; and 6) Meeting social needs;

**AND WHEREAS** the parties hereto acknowledge the importance of the need to address and resolve the issues described herein and to develop a process to address those issues in a timely manner and in accordance with an agreed upon workplan;

**AND WHEREAS** the parties are desirous of negotiating settlement of these matters in a timeframe not to exceed two years from the date of the signing of this framework agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

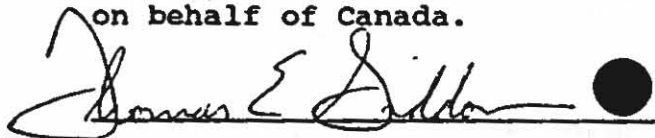
1. Each and every party hereto hereby declares their commitment to enter forthwith into negotiations to reach Agreements regarding the outstanding issues within the agreed upon timeframe specified herein.
2. The parties hereby commit themselves to use their best efforts to negotiate and conclude Agreements regarding Land and a larger land base, including but not limited to working toward balancing the following objectives: 1) Ensuring and maintaining a pristine environment and unspoiled wilderness; 2) Developing and managing land for surface harvesting of renewable resources; 3) Developing, managing and reclaiming land for subsurface mineral extraction; 4) Water management and possible exporting; 5) Economic and socio-economic development; and 6) Meeting social needs; in a spirit of goodwill and good faith.
3. The parties hereto agree that these negotiations shall be chaired and facilitated by the Indian Commission of Ontario pursuant to its mandate as set out in its respective orders in council, and pursuant to its workplans.

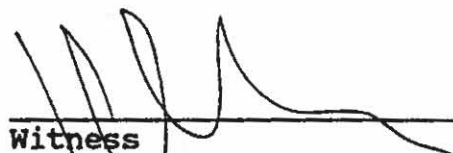
4. The First Nations hereby reserve their rights to continue or enter into later and/or separate negotiations, tripartite or bi-lateral, regarding self-government, economic development and such other issues as the parties hereto may agree.
5. The parties agree that nothing in this Agreement shall be construed so as to affect, derogate from or abrogate aboriginal, treaty, constitutional or any other rights of the aboriginal parties or their members or of Ontario or of Canada, or as an acknowledgement by any party of any right asserted by any other party or of the validity of any claims asserted by any other party.
6. Canada and Ontario shall on an equal basis fund the consultation and negotiation costs of the First Nations in connection with the implementation of this Agreement during the two years following the signing of this Agreement, in accordance with agreed upon budgets and workplans.
7. The parties have agreed that the offset clause, attached hereto as Schedule "A", shall form part of this Agreement and the parties further agree that the said offset clause does not derogate from any of the rights set out in paragraph 5 herein.
8. This Agreement and all commitments contained herein shall come into force on the date of its execution and shall continue in force for a period of two years, unless amended by agreement of all parties, or terminated by one or more of the parties, after having given three (3) months notice in writing to the other parties hereto, with notice by one or more individual First Nation not constituting notice by the "First Nations" as described herein.

9. The parties agree to request the necessary ratification of any agreement(s) reached through this process in a manner appropriate to each party with the intention that such agreement(s) will be legally enforceable by any party after all parties have ratified such agreement(s).

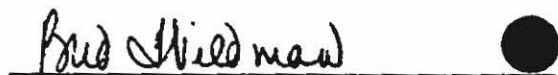
IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day and year first above written.

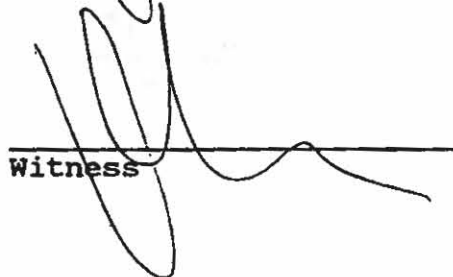
SIGNED, SEALED AND DELIVERED  
on behalf of Canada.

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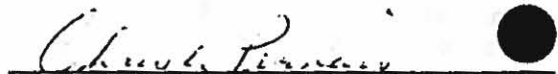
  
\_\_\_\_\_ Witness

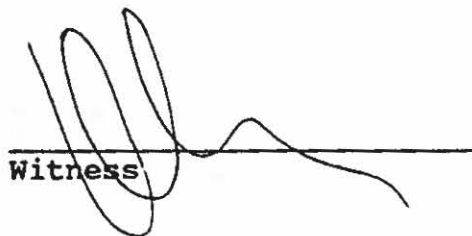
SIGNED, SEALED AND DELIVERED  
on behalf of Ontario.

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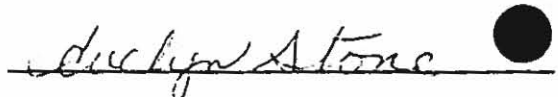
  
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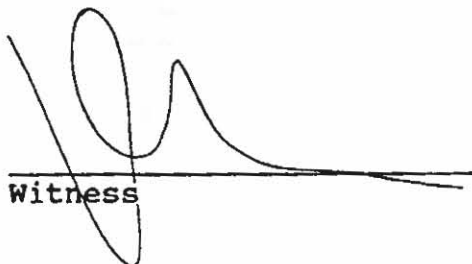
SIGNED, SEALED AND DELIVERED  
on behalf of Fort William First  
Nation.

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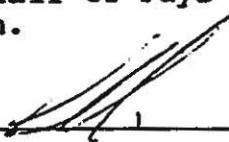
  
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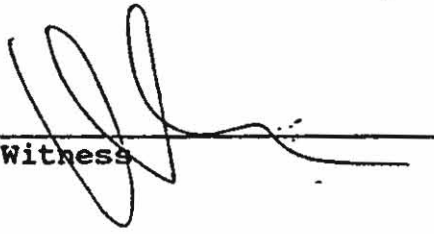
SIGNED, SEALED AND DELIVERED  
on behalf of Michipicoten First  
Nation.

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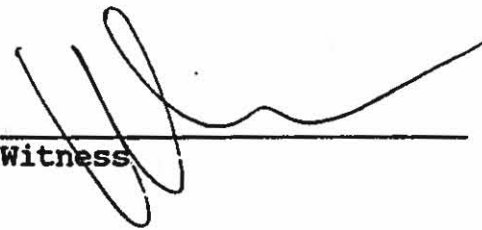
SIGNED, SEALED AND DELIVERED  
on behalf of Pays Plat First  
Nation.

  
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\_\_\_\_\_ Witness

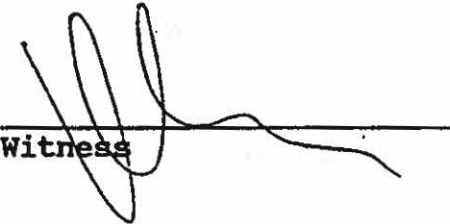
SIGNED, SEALED AND DELIVERED  
on behalf of Pic Moberg First  
Nation.

  
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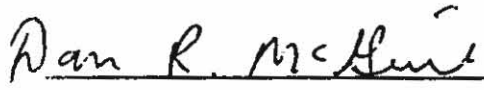

  
\_\_\_\_\_ Witness

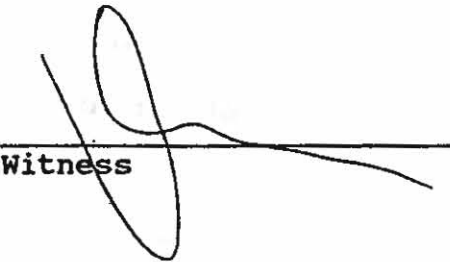
SIGNED, SEALED AND DELIVERED  
on behalf of Rocky Bay First  
Nation.

  
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\_\_\_\_\_ Witness

SIGNED, SEALED AND DELIVERED  
on behalf of Sandpoint First  
Nation.

  
\_\_\_\_\_ ●  


  
\_\_\_\_\_ Witness



**SCHEDULE "A"****TO THE FRAMEWORK AGREEMENT****THE OFFSET CLAUSE**

1. The parties agree that the value of any assets, Crown land, interest in Crown land, resources or access to resources provided to a First Nation pursuant to the Framework Agreement shall be set off against an equal value of any assets, Crown land, interest in Crown land, resources or access to resources obtained by the corresponding First Nation as a result of the resolution or settlement of any claims or demands made against Canada or Ontario, whether made by judicial disposition, agreement or howsoever achieved made subsequent to the date of this Agreement with Canada or Ontario.
2. The parties agree that Canada and Ontario will receive full credit in any subsequent resolution of settlement with a First Nation for any assets, Crown land or interest in Crown land, resources or access to resources that is provided a First Nation pursuant to the Framework Agreement dated August 5th, 1991.
3. The market value of the assets, Crown land, interest in Crown land, resources or access to resources shall be estimated as of a date to be agreed upon between the parties; however, if the parties are not able to agree on the date within thirty

(30) days of a request for agreement being served upon any of the other parties, the market value shall be taken to be effective as of the date of the disposition of the Crown land, interest in Crown land, resources or access to resources disposed of in favour of the First Nation through the land claim.

4. The appraisals required shall be conducted by two qualified independent appraisers agreed upon by the parties. If the two appraisers differ in the estimate of market value by more than 20% (twenty percent) and the difference cannot be reconciled between the parties, then a third appraisal shall be conducted by a third qualified independent appraiser to be agreed upon by the parties. If the parties cannot agree on the value of the Crown land, interest in Crown land, resources or access to resources then the median value shall be determined by the parties to be value of the appraised.
5. The costs of all appraisals referred to in paragraph 5 of this Schedule "A" shall be to the account of the Federal and Ontario governments.

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**Schedule 5  
Interim Measures Agreement**

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Schedule 5

INTERIM MEASURES AGREEMENT

This Agreement made this 5th day of August, 1991.

**B E T W E E N:**

**FORT WILLIAM FIRST NATION  
MICHIPICOTEN FIRST NATION  
PAYS. PLAT FIRST NATION  
PIC NOBERT FIRST NATION  
ROCKY BAY FIRST NATION  
SANDPOINT FIRST NATION**

(hereinafter referred to as the "First Nations")

- and -

**GOVERNMENT OF CANADA**

("hereinafter referred to as "Canada")

- and -

**GOVERNMENT OF ONTARIO**

(hereinafter referred to as "Ontario")

**WHEREAS** Canada, Ontario and the First Nations have signed a Framework Agreement to enter into negotiations to reach Agreements regarding Land and a larger land base;

**AND WHEREAS** the parties wish to work towards balancing the preservation of the Land, surface and subsurface minerals and resources, air quality, water and aquatic life, wildlife and natural resources, both renewable and non-renewable, around the First Nations in as pristine a state as is possible in order to ensure traditional First Nation pursuits such as hunting, trapping, gathering and fishing, and the quiet enjoyment thereof, with ensuring economic future development, community development, and other forms of development for the First Nations and the people of Ontario;

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AND WHEREAS the parties wish to establish a procedure for reviewing and resolving issues that impact on the First Nations during these negotiations and for making recommendations to the Parties to resolve these issues;

AND WHEREAS the parties wish to establish a procedure for notifying First Nations of planned developments, dispositions and activities which may have a significant impact on those First Nations;

AND WHEREAS the parties wish to ensure that the First Nations have adequate resources to properly respond to the above notices;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

**1.0 PURPOSE**

**1.1 The general purpose of this Agreement is twofold:**

- (a) To establish a procedure to review issues of concern to one or more First Nations, or any of the parties, and to make recommendations to the parties to resolve these issues; and
- (b) To ensure the notification of First Nations and the Ojibway 1850 Treaty Council of significant planned developments, dispositions and other activities and events which relate to the subject matter of the Framework Agreement regarding Land and a larger land base, including but not limited to working towards balancing the following: 1) ensuring and maintaining a pristine environment and unspoiled wilderness; 2) developing and managing land for surface harvesting of renewable resources; 3) developing, managing and reclaiming land for subsurface mineral extraction; 4) water management and possible exporting; 5) economic and socio-economic development; and 6) meeting social needs.

**2.0 SCOPE**

**2.1 These provisions apply to Crown lands in Ontario within the boundaries set out in the map attached to this Agreement as Schedule "A".**

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**3.0 DURATION**

**3.1 This Agreement shall take effect upon a date agreed to by the parties, in writing, which reflects the formal commencement of negotiations on Land and a larger land base, and shall remain in effect for the duration of the negotiations pursuant to the Framework Agreement, signed by the parties and dated the 5th day of August, 1991.**

**3.2 The parties may, by agreement in writing, amend or terminate this Agreement on the same terms and conditions as contained in the Framework Agreement, signed by the parties and dated the 5th day of August, 1991.**

**3.3 The parties agree to revisit this Interim Measures Agreement after it has been in force for a period of six months, and all parties agree to reopen the negotiations regarding this Interim Measures Agreement at that time, should any one of the parties so request.**

**3.4 With respect to mining activities the parties hereby acknowledge a special difficulty regarding the operation of this Agreement and notice provisions as they relate to mining activity and the Mining Act, R.S.O. 1980, c.388 as amended and other statutes such as the Forest Fires Prevention Act and the Public Lands Act, and accordingly the parties agree that the notification provisions of paragraphs 6.1 and 6.2 of this Agreement do not apply to mining activities and all parties further agree to revisit this issue pursuant to section 3.3 above unless the parties reach an agreement on this issue in the interim.**

**3.5 The parties agree that wherever mining is referred to in this Agreement it shall include mineral exploration and mineral activities including reclamation.**

**4.0 INTERIM MEASURES GROUP**

**4.1 An Interim Measures Group shall be established by the parties.**

**4.2 The Interim Measures Group will make recommendations to the parties to resolve issues in accordance with the process outlined in Section 5.**

**4.3 The Interim Measures Group will be an ad hoc group which will consist of one representative each from Canada, Ontario and the First Nations, at a senior level.**

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4.4 The Indian Commission of Ontario will chair and act as a process facilitator to the Interim Measures Group and will keep all parties informed of the activities of the Interim Measures Group.

5.0 REVIEW & RECOMMENDATION PROCESS

5.1 Any party, or individual First Nation, may bring an issue to the Interim Measures Group, in written form, on notice to all parties, provided that the issue so brought relates to the subject matter of the negotiations pursuant to the Framework Agreement.

5.2 The Interim Measures Group shall review all issues brought to it. The Interim Measures Group shall make recommendations to the parties to this Agreement to resolve the issue, in writing or otherwise, if the issue falls within the subject matter of the Framework Agreement relating to, or affecting, land and a larger land base, including but not limited to working towards balancing the following: 1) ensuring and maintaining a pristine environment and unspoiled wilderness; 2) developing and managing land for surface harvesting of renewable resources; 3) developing, managing and reclaiming land for subsurface mineral extraction; 4) water management and possible exporting; 5) economic and socio-economic development; and 6) meeting social needs.

5.3 The parties, and each of the First Nations, agree that prior to bringing an issue to the Interim Measures Group, each party will make reasonable efforts to resolve the issue utilizing existing processes, and that in extraordinary circumstances the issue can be brought concurrently to the Interim Measures Group and existing processes.

5.4 The Interim Measures Group shall strive for consensus in its recommendations; however, where the recommendations of the Interim Measures Group are not unanimous, then any recommendation shall state the position of each of the parties with respect to that recommendation.

5.5 The recommendations of the Interim Measures Group to the parties may include the recommendation that the issue be resolved utilizing any existing process available to the parties, or that a new approach be taken to the resolution of the issue, or that a new process be developed, and may include such ancillary recommendations as may be appropriate, and may include recommendations regarding resources to address same for the First Nations.

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5.6 The parties will keep the Interim Measures Group and the Indian Commission of Ontario apprised of the progress of any issue resolution initiated as a result of the Interim Measures Group's recommendations.

6.0 NOTIFICATION

6.1 Canada and Ontario hereby agree to notify any affected First Nation(s), and for informational purposes the Ojibway 1850 Treaty Council, of any application for or request for approval of any significant planned developments, dispositions or activities relating to, or affecting, land and a larger land base, including but not limited to working towards balancing the following: 1) ensuring and maintaining a pristine environment and unspoiled wilderness; 2) developing and managing land for surface harvesting of renewable resources; 3) developing, managing and reclaiming land for subsurface mineral extraction; 4) water management and possible exporting; 5) economic and socio-economic development; and 6) meeting social needs.

6.2 It is agreed between the parties that "Planned developments, dispositions or activities", referred to in Section 6.1, shall be those which significantly increase impact on resources on Crown Lands or Indian Lands and shall include, but not be limited to, the following:

- a) applications for land use permits, licences of occupation, letters patent and land use plans, pursuant to the Public Lands Act, R.S.O., 1980 c. 413, as amended,
- b) applications for licences for the harvesting of wild rice pursuant to the Wild Rice Harvesting Act, R.S.O. 1980, c. 532, as amended.
- c) applications for commercial fishing licences pursuant to the Fisheries Act, R.S.C. 1970 c F-14, 1970, as amended and/or the Game and Fish Act, R.S.O. 1980 c. 182, as amended.
- d) forest management agreements, timber management plans and district cutting licences pursuant to the Crown Timber Act, R.S.O. 1980 c. 109, as amended,
- e) applications for work permits pursuant to the Forest Fires Prevention Act, R.S.O. 1980 c. 173, as amended.
- f) applications for permits to take, or discharge, water pursuant to the Ontario Water Resources Act, R.S.O., 1980 c. 361, as amended,



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- g) applications for approvals pursuant to the Lakes and Rivers Improvement Act, R.S.O. 1980 c. 229, as amended,
- h) applications for trapping licences pursuant to the Game and Fish Act, R.S.O., 1980 c. 182, as amended,
- i) applications for certificates of approval under the Environmental Protection Act, R.S.O., 1980, c. 141, as amended,
- j) applications for tourist establishment licences under the Tourism Act, R.S.O. 1980, c. 507, as amended,
- k) applications for exemptions from and designations under the Environmental Assessment Act, R.S.O. 1980, c. 140, as amended,
- l) potential hydro electric developments and transmission corridors under active consideration,
- m) potential provincial and national park sites under active consideration,
- n) waste storage sites under active consideration,
- o) changes in municipal boundaries pursuant to the Municipal Act, R.S.O. 1980, c. 302, as amended.

- 6.3
- a) The notification required pursuant to Section 6 of this Agreement shall be given at the earliest possible opportunity, and
  - b) The government authority notifying the affected First Nation(s), and the Ojibway 1850 Treaty Council, shall not proceed to grant a permit or authority for the planned development, disposition or activity for a period of sixty (60) days following such notification, unless the affected First Nation(s) should consent in writing to an earlier granting of the permit or authority, and
  - c) Where notification as required by Section 6.3 (b) is not reasonably practicable or may endanger human life, a government authority may grant a permit or authority for a planned development, disposition, or activity without providing the notification required by Section 6.3 (b). In such cases, the government authority shall provide notice to the affected First Nation(s), and the Ojibway 1850 Treaty Council, immediately upon the granting of such permit or authority.

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- 6.4 The government authority giving the notification under this section (6.0 NOTIFICATION) shall provide sufficient information to enable the affected First Nation(s) to make a preliminary assessment of the planned development, disposition or activity and shall, where possible, provide to the affected First Nation(s) a statement in writing outlining:
- a) the purpose of the planned development, disposition or activity;
  - b) the nature and extent of the planned development, disposition or activity; and
  - c) information and technical data in sufficient detail to permit preliminary assessment of the planned development, disposition or activity.
- 6.5 The affected First Nation(s) may, as soon as is practicable subsequent to receiving notification pursuant to this section, and in any event within the minimum sixty (60) day notice period, file a written objection with the parties in accordance with 6.3 and request that the matter be referred to the Interim Measures Group established in Section 4 of this Agreement. The government authority receiving a written objection shall not proceed to grant the permit or authority for the planned development, disposition or activity, until the matter has been fully dealt with by the Interim Measures Group (which the parties agree shall be within the minimum sixty (60) day notice period). Where the permit or authority in question is an extension or renewal of an existing right, then that right shall be deemed to automatically remain in force while the matter is being considered by the Interim Measures Group.
- 6.6 It is understood among the parties that the government authority may issue a permit or authority after the expiry of the sixty (60) day notice period.
- 6.7 Canada and Ontario agree to provide the First Nations and/or the Ojibway 1850 Treaty Council with appropriate resources to respond properly to notice under this Agreement and to properly participate in the processes that it creates, in accordance with budgets and workplans to be agreed upon.
- 6.8 Nothing in this Agreement shall be construed as a requirement of any party to make available information that is by law privileged or exempt from disclosure.

JMD MS HL

6.9. Any party, or the Ojibway 1850 Treaty Council, which believes that the appropriate government authority has not provided notification in accordance with this section, may notify the Indian Commission of Ontario, which shall then bring the matter to the attention of the said government authority, or the Interim Measures Group, as is appropriate in the circumstances.

7.0 GENERAL

7.1 In the event that one (or more) First Nation has entered into, or enters into, a specific agreement with Canada and/or Ontario relating to land and a larger land base, then the provisions of that specific agreement with respect to notification and/or issue resolution shall apply and the provisions of this Agreement shall not apply unless incorporated into such specific agreement.

7.2 The parties agree that nothing in this Agreement shall be so construed as to affect, derogate from or abrogate aboriginal, treaty, constitutional, or any other rights of the aboriginal parties or their members or of Ontario or of Canada, or as an acknowledgement by any party of any right asserted by any other party or of the validity of any claims asserted by any other party.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED on behalf of Canada.

James E. Sullivan

[Signature]  
Witness

SIGNED, SEALED AND DELIVERED on behalf of Ontario.

Paul Skildeman

[Signature]  
Witness

JMD

MS Hal

SIGNED, SEALED AND DELIVERED  
on behalf of Fort William First  
Nation.

Christie Bernard

Witness

SIGNED, SEALED AND DELIVERED  
on behalf of Michipicoten First  
Nation.

Duelene Stone

Witness

SIGNED, SEALED AND DELIVERED  
on behalf of Pays Plat First  
Nation.

[Signature]

Witness

SIGNED, SEALED AND DELIVERED  
on behalf of Pic Robert First  
Nation.

James K... [Signature]

Witness

SIGNED, SEALED AND DELIVERED  
on behalf of Rocky Bay First  
Nation.

James Kelly

Witness

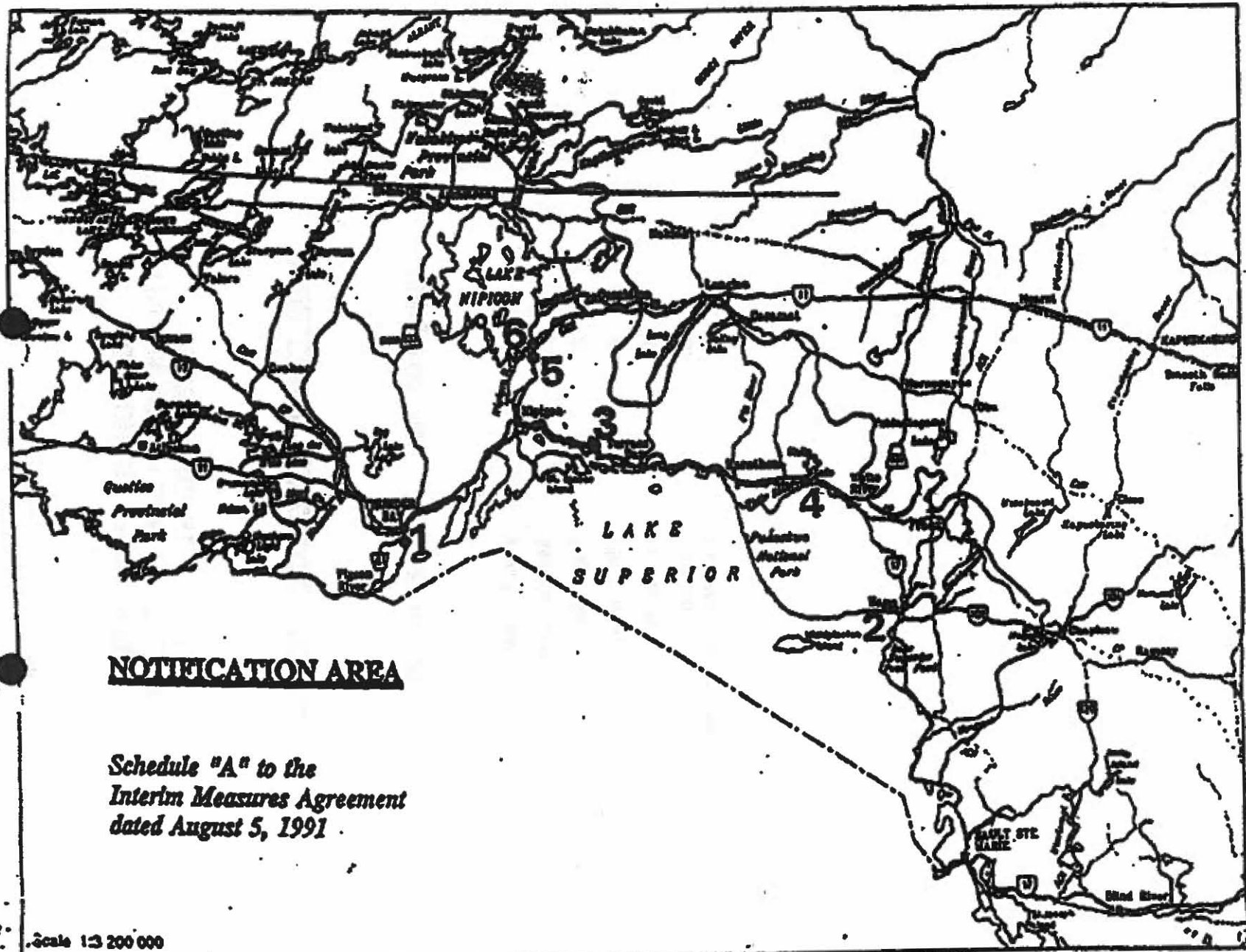
JMK per WJ

SIGNED, SEALED AND DELIVERED  
on behalf of Sandpoint First  
Nation.

Dan R. McHine

[Signature]  
Witness

WJL  
MS  
JMP



**NOTIFICATION AREA**

*Schedule "A" to the  
Interim Measures Agreement  
dated August 5, 1991*

Scale 1:3 200 000

JMW

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**SCHEDULE "A" TO THE  
INTERIM MEASURES AGREEMENT  
DATED AUGUST 5, 1991**

**INDEX TO MAP OF NOTIFICATION AREA**

<b><u>NUMBER ON MAP</u></b>	<b><u>FIRST NATION</u></b>
1.	Fort William
2.	Michipicoten
3.	Pays Plat
4.	Pic Mobert
5.	Rocky Bay
6.	Sandpoint (no land base at present)

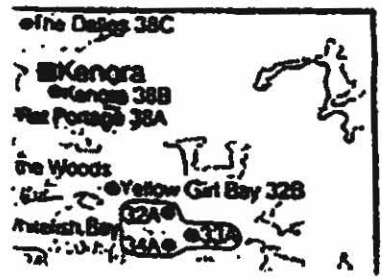
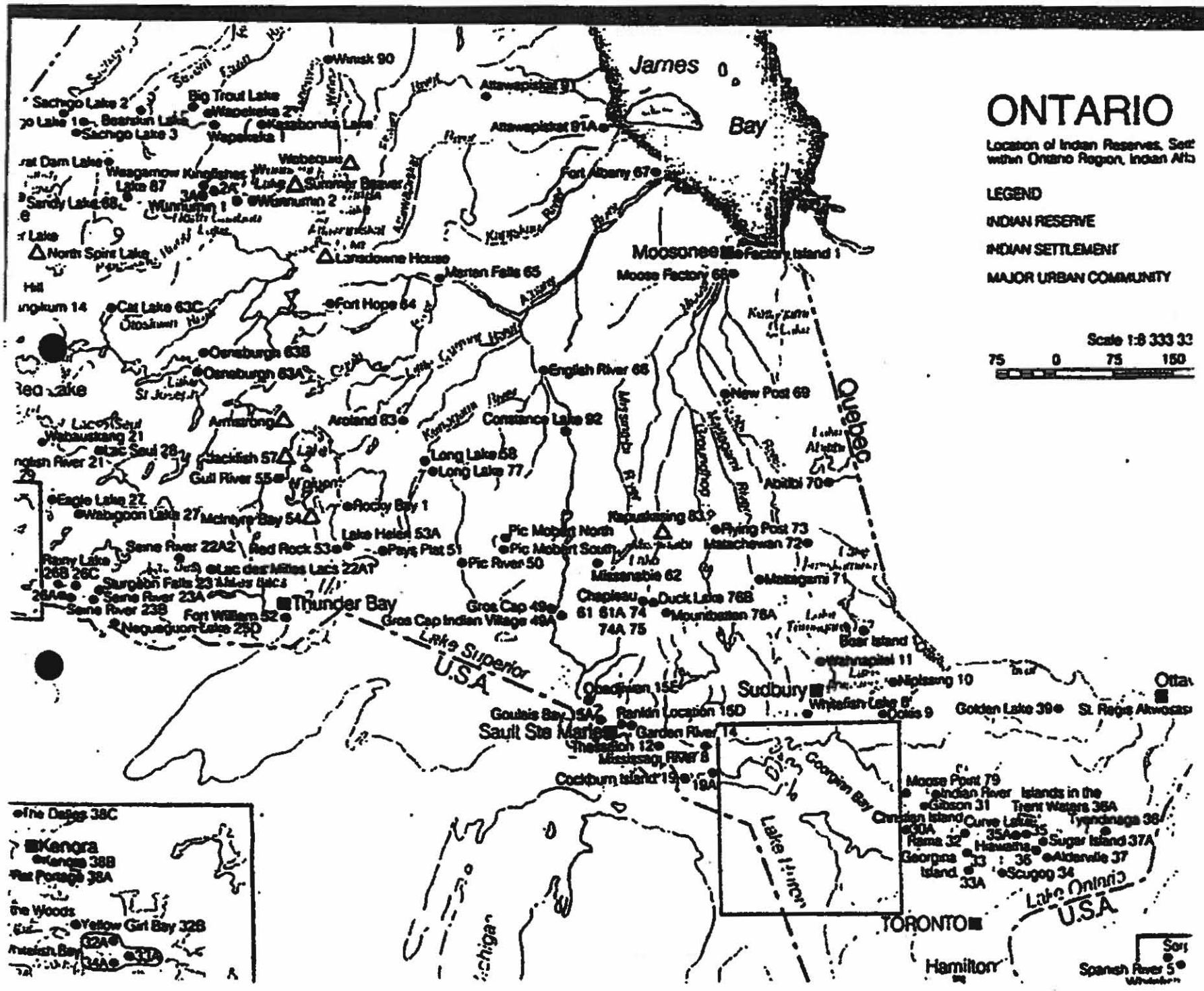
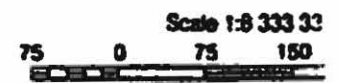
Handwritten notes on the left margin: "M", "P", "JND".

# ONTARIO

Location of Indian Reserves, Sett within Ontario Region, Indian Act

## LEGEND

- INDIAN RESERVE
- INDIAN SETTLEMENT
- MAJOR URBAN COMMUNITY





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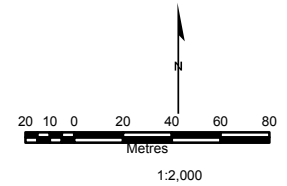
hbl

**Schedule 6**  
**Sketch of LUP Lands**

# Schedule 6 - PIC MOBERT

LUP LANDS AND ADJOINING CROWN LANDS

THE GEOGRAPHIC TOWNSHIP OF LABERGE  
IN THE DISTRICT OF THUNDER BAY



### Legend

- LUP Lands & Adjoining Crown Lands
- Pic Moberg Reserve
- Final Agreement Lands
- Parcel
- Geographic Township
- Lakes
- Rivers
- Road
- Railway

### NOTES:

1. THIS IS NOT A PLAN OF SURVEY. This map is illustrative only. Do not rely on it as being a precise indicator of routes, location of features, nor as a guide for navigation.
2. Survey Instructions from the Surveyor General of Ontario must be obtained prior to establishing any of the boundaries on the ground.
3. Projection: UTM NAD83 CSRS Datum: zone 16
4. REGULATED WATER BOUNDARY The water's edge shown hereon is the ambulatory limit of White lake and the White River, which may be regulated from time to time between the natural low water elevation and contour elevation 329.18 C.G.V.D. 1928 (1978 Southern Ontario adjustment) by damming on the White River.
5. IR - Indian Reserve

### DATA SOURCE:

Land Information Ontario Warehouse (October 2010)  
Teranet's GeoWarehouse (July 7, 2008)  
Other information of record with the MNR

### PRODUCED BY

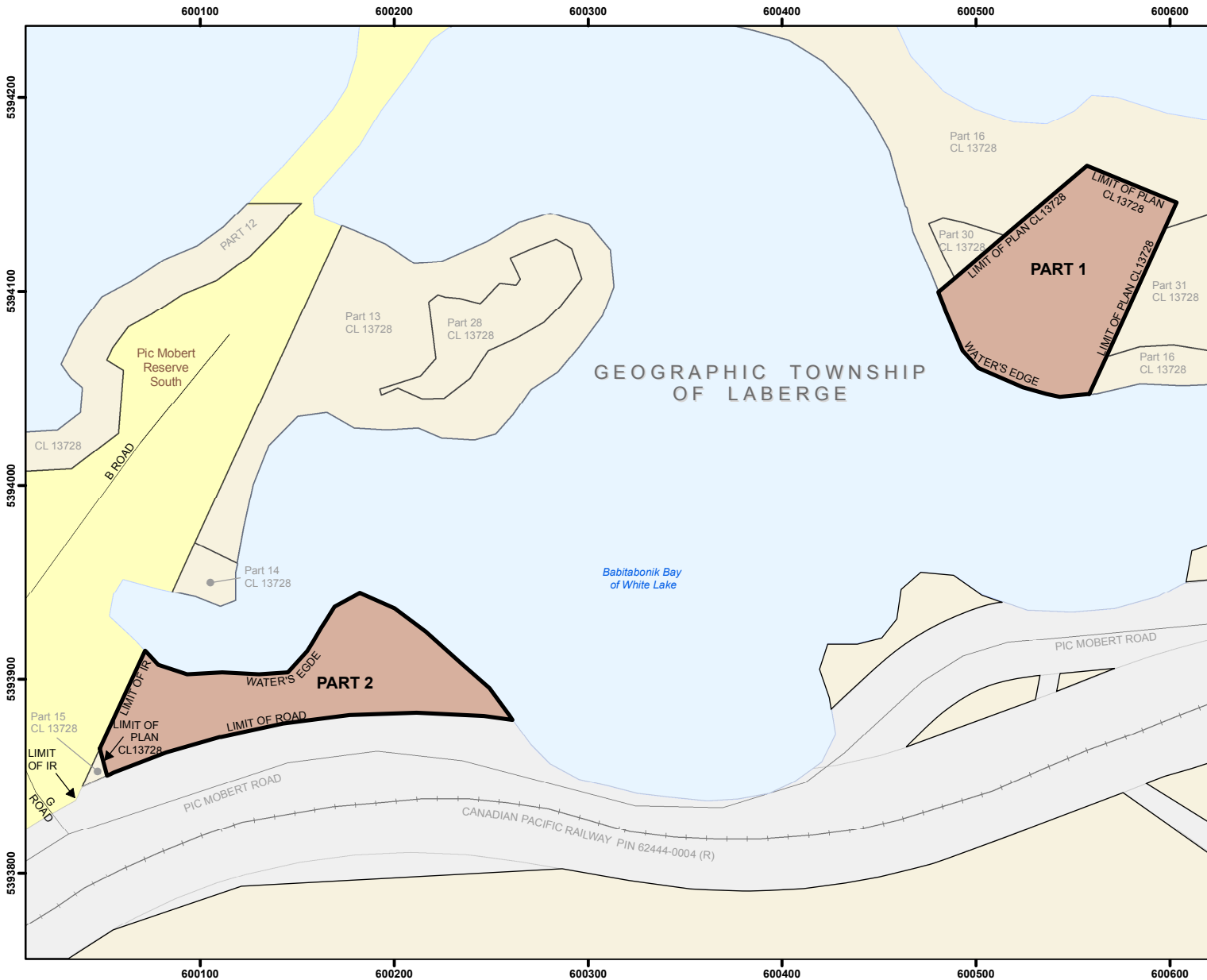
The Office of the Surveyor General (January 26, 2011)



Ministry of  
Natural Resources

© Queen's Printer for Ontario, 2011

Pic\_Moberg\_LUPS.mxd



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**Schedule 7**  
**Description of Part A Lands**

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SCHEDULE 7

FIRSTLY (Lands above the 329.18m contour)

Part of Location CL 13730,

Being part of Unsurveyed Territory and Part of the Unsubdivided

Geographic Township of Laberge,

Territorial District of Thunder Bay,

Containing 17.544 hectares, more or less,

Designated as Parts 9 and 15, on Reference Plan 55R-13436.

SECONDLY (Lands below the 329.18m contour)

Part of Location CL 13730,

Being part of Unsurveyed Territory and Part of the Unsubdivided

Geographic Township of Laberge,

Territorial District of Thunder Bay,

Containing 9.688 hectares, more or less,

Designated as Parts 16 and 17, on Reference Plan 55R-13436.

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**Schedule 8**  
**Description of CPR Surplus Lands**

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## SCHEDULE 8

### FIRSTLY (Lands below the 329.18m contour)

Part of Location CL 16001,

Being part of the Unsubdivided Geographic Township of Laberge,

Territorial District of Thunder Bay,

Containing 1.157 hectares, more or less,

Designated as Parts 1, 2, 3, 4 and 5,

on Reference Plan 55R-13215,

Being Part of PIN 62444-0004(R).

### SECONDLY (Lands above the 329.18m contour)

Part of Location CL 16001,

Being part of the Unsubdivided Geographic Township of Laberge,

Territorial District of Thunder Bay,

Containing 0.155 hectares, more or less,

Designated as Part 6, on Reference Plan 55R-13215,

Being Part of PIN 62444-0004(R).

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**Schedule 9**  
**Description of Crown Lands North of the CPR Right of Way**

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SCHEDULE 9

FIRSTLY (Lands below the 329.18m contour)

Part of Location CL 13729,

Being part of the Unsubdivided Geographic Township of Laberge,

Territorial District of Thunder Bay,

Containing 2.647 hectares, more or less,

Designated as Parts 6, 7, 8, 9, 10, 11, 16 and 17,

on Reference Plan 55R-13212.

SECONDLY (Lands above the 329.18m contour)

Part of Location CL 13729,

Being part of the Unsubdivided Geographic Township of Laberge,

Territorial District of Thunder Bay,

Containing 0.069 hectares, more or less,

Designated as Part 19, on Reference Plan 55R-13212.



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**Schedule 10**  
**Description of the Private Lands**

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SCHEDULE 10

All of Location PJ-149,

Being part of the Unsubdivided Geographic Township of McCron,

Territorial District of Thunder Bay,

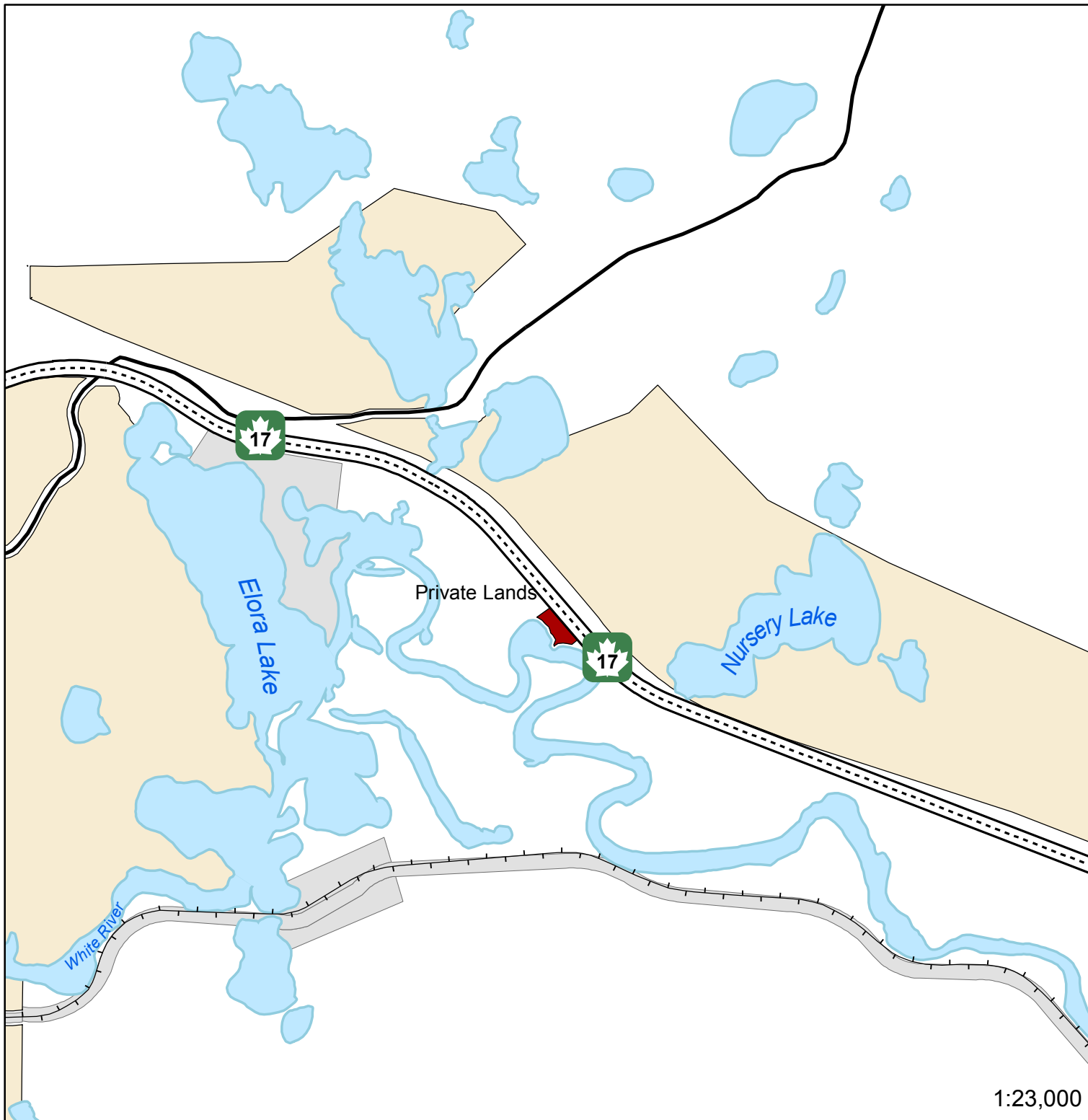
Containing 1.338 hectares, more or less,

As shown outlined in red on Plan and Field Notes of Location PJ-149 dated the 30<sup>th</sup> day of April, 1963, signed by John Prystanski, Ontario Land Surveyor, on record with the Office of the Surveyor General of Ontario in the Ministry of Natural Resources at Peterborough.

JMD

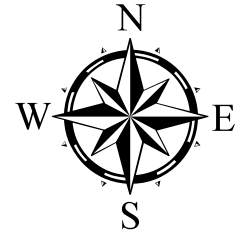
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**Schedule 10A**  
**Sketch of the Private Lands**










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## Schedule 10A - Sketch of the Private Lands



0 200 400 800 Meters

### Legend

-  Final Agreement Lands
-  Private Lands
-  Parcel
-  Trans-Canada Hwy
-  Roads
-  Railroad
-  Water

This is not a plan of survey. This map is for illustrative purposes only. Do not rely on it as being a precise indicator of routes, boundaries, location of features nor as a guide for navigation.

DATA SOURCE:  
GeoBase and Land Information Ontario

PROJECTION:  
Lambert Conformal Conic

DATE: March 12, 2014



© Queen's Printer for Ontario, 2014

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**Schedule 11**  
**Description of Snowmobile Trail Lands**

JMD

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SCHEDULE 11

Part of Location CL 13731,  
Being part of the Unsubdivided Geographic Township of Bryant,  
Territorial District of Thunder Bay,  
Containing 0.268 hectares, more or less,  
Designated as Part 10, on Reference Plan 55R-13213.

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**Schedule 12  
Snowmobile Trail – Section 28(2) Permit**

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**SCHEDULE 12**

**DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT**

**SECTION 28(2) PERMIT**

**THIS PERMIT made in quadruplicate as of this XXth day of XXXXX, 201X,**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Indian Affairs and  
Northern Development, ("the Minister")

**[-AND-]**

**ONTARIO FEDERATION OF SNOWMOBILE CLUBS**, a corporation  
incorporated pursuant to the laws of the Province of Ontario  
("OFSC")

**[-AND-]**

\_\_\_\_\_ **SNOWMOBILE CLUB**,  
a corporation duly incorporated pursuant to the laws of  
the Province of Ontario  
("\_\_\_SC")

**-AND-**

**THE PIC MOBERT FIRST NATION**, a "band" as defined  
under the *Indian Act*, R.S.C. 1985, c.1-5 as  
represented by its Chief and Council  
(hereinafter referred to as the "First Nation")

**RECITALS:**

**WHEREAS** the Council of the Band has, in accordance with sub-section 28(2) of the *Indian Act* and pursuant to Band Council Resolution number \_\_\_ and dated \_\_\_\_\_, in consideration for the commitments of Ontario and Canada in the Final Agreement, and such other good and valuable consideration (the receipt and adequacy of which



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are hereby acknowledged), agreed to request that the Minister issue this Permit to the Permittee(s) on the terms set out in this Permit (the "Permit Agreement");

**WHEREAS** the Permittee(s) have applied to use and occupy the Permit Area hereinafter described for the purpose of operating and maintaining a snowmobile trail, and for rest stops while snowmobiling;

**WHEREAS** the Band Council has, by Band Council Resolution No. XXXX dated the XXth day of XXXXX, 201X, a copy of which is attached hereto as Schedule "B", approved and consented to the issuance of this Permit Agreement including the terms and conditions herein set forth;

**AND WHEREAS** the Minister is authorized to enter into this Permit Agreement pursuant to subsection 28 (2) of the *Indian Act*;

**1. DEFINITIONS:**

1.1 In this Permit:

**"Adverse Effect"** means "adverse effect" as that term is defined in the *Ontario Environmental Protection Act*, R.S.O. 1990, c. E-19, and regulations made thereunder, all as amended and replaced from time to time.

**"Authorized Users"** means the OFSC and the \_\_\_SC and any of their members, successors, assigns or persons authorized by them, and any persons that have been issued a Trail Permit to use the Prescribed Trail System, or are listed in Items 1 and 2 of the Table attached as Schedule C under the circumstances identified in the Table.

**"Band Council Resolution"** means a duly executed written resolution of the Council adopted at a duly convened meeting of the Council as provided in the *Indian Act*;

**"Council"** means the duly elected council of the First Nation which is a "council of the band" within the meaning of the *Indian Act* and for greater certainty, includes the Chief of the First Nation;

**"Federal"** means pertaining to the Government of Canada

**"Federal Court Act"** means the *Federal Court Act*, R.S.C. 1985, c. F-7, and regulations made thereunder, all as amended or replaced from time to time;

**"First Nation"** means the Pic Mobert First Nation, a "band" as defined under the *Indian Act*;

**"Final Agreement"** means the agreement entered into between the First Nation, Canada and Ontario dated for reference \_\_\_\_\_, 2014;

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**"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. 1-5, and regulations made thereunder, all as amended or replaced from time to time, and any reference to a section of the *Indian Act* will include that section as amended or replaced from time to time;

**"Local"** means pertaining to the government of any municipality;

**"Minister"** means the Minister of Indian Affairs and Northern Development or his authorized representatives;

**"Permit"** means this Permit, issued pursuant to section 28(2) of the *Indian Act*, and the schedules attached hereto;

**"Permit Area"** means those lands situate in the Pic Mobert Indian Reserve, in the Province of Ontario as marked in Schedule "A" attached hereto;

**"Permit Date"** means the date on which this Permit commences, being the latest of the dates that this Permit is executed by the Minister, the First Nation and the Permittee(s);

**"Permit Period"** means a period commencing on the Permit Date and expiring when the Permit Area is no longer used by the Permittee(s) or their respective members, successors, assigns or persons authorized by them as a recreational snowmobile trail and rest stop while snowmobiling (for the purposes of this paragraph use of the Permit Area as a recreational snowmobile trail and rest stop while snowmobiling by members of the First Nation who are members of the Permittee(s) shall not be considered to be use by the Permittee(s));

**"Permit Rights"** means the right to use and occupy those lands in the Permit Area as a snowmobile trail and rest stop while snowmobiling and for no other purpose whatsoever (for the purposes of this paragraph use of the snowmobile trail includes operation and maintenance of the trail);

**"Permittee"** means either the OFSC or the \_\_\_ SC, or both, as the case may be;

**"Prescribed Trail System"** means the trail system prescribed under the *Ontario Motorized Snow Vehicles Act*, R.S.O. 1990, c. M.44, and its regulations, as amended from time to time;

**"Provincial"** means pertaining to the Government of the Province of Ontario;

**"Reserve"** means the \_\_\_ Indian Reserve No. \_\_\_ and in the event that the name of the said Reserve is changed from time to time pursuant to the *Indian Act*, of which change the Minister shall give notice to the Permittees, Reserve shall mean the \_\_\_ Indian Reserve No. \_\_\_ as renamed.

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**“Trail Permit”** means a permit issued under s. 2.1 of the *Ontario Motorized Snow Vehicles Act*, R.S.O. 1990, c. M.44, and its regulations, as amended from time to time;

## **2. PURPOSE**

- 2.1 The Minister, with the consent of the Council, under authority of subsection 28(2) of the *Indian Act*, hereby authorizes the OFSC and \_\_\_SC and any of their members, successors, assigns or persons authorized by them, and any persons that have been issued a Trail Permit to use the Prescribed Trail System, or are listed in Items 1 and 2 of the Table attached as Schedule C, under the circumstances identified in the Table, the right to use and occupy the lands in the Permit Area to exercise the Permit Rights. For greater certainty, the Permit Area does not form part of the Prescribed Trail System.
- 2.2 The Authorized Users are required by this Permit to comply with all safety requirements contained in the laws of the Province of Ontario.

## **3. PRIOR ENCUMBRANCES**

- 3.1 Except as otherwise provided herein, the Permit Rights are authorized subject to all prior encumbrances and to all other prior grants or permits, and reserving all mines and minerals, solid, liquid or gaseous which may be found to exist within, upon or under the Permit Area.

## **4. PERMIT PERIOD**

- 4.1 The Permittee(s) and the other Authorized Users may exercise the Permit Rights for the Permit Period unless terminated earlier in accordance with the provisions of this Permit.

## **5. PERMIT FEE**

- 5.1 Each Permittee will pay in each and every year of calendar year, or portion thereof, of the Permit Period the sum of ten dollars (\$10.00) which sum is payable on or before January 1st in each year except that the first such annual payments will be payable on or before the signing of the Permit by the Permittee(s).

## **6. PAYMENT OF PERMIT FEE**

- 6.1 The Permittee(s) will pay the Permit Fee in the manner set forth in this Permit without any abatement or deduction whatsoever and acceptance of

the Permit Fee, whether or not in arrears, shall not constitute a waiver of compliance with any of the terms and conditions of this Permit or of Her Majesty's rights, or the First Nation's rights, with respect to Permit Fee reviews and other rights reserved to Her Majesty or the First Nation in this Permit.

- 6.2 The Permittee(s) will pay or cause to be paid the said Permit Fee in the manner and on the dates hereinbefore appointed for the payment thereof.
- 6.3 The Permittee(s) will, during the currency of this Permit, make all payments under this Permit by certified cheque or bank draft, payable in Canadian funds in favour of the Receiver General for Canada.

## **7. TAXES**

- 7.1 The Permittee(s) shall be jointly liable for and pay and discharge all rates, taxes, duties and assessments which the Permittee(s) are now or shall hereafter be liable to pay to any taxing authority, whether Federal, Provincial or in accordance with resolutions duly authorized by the Council and which are now or shall hereafter be charged during the continuance of this Permit upon or in respect of the Permit Area of the Permittee(s)' use of the Permit Area.

## **8. APPLICABLE LAWS**

- 8.1 The Permittee(s), in exercising their Permit Rights and in carrying out their obligations under this Permit, will comply with all applicable Federal, Provincial, First Nation or Local laws, and the orders of any competent authority or agency acting thereunder.

## **9. NUISANCE**

- 9.1 The Permittee(s) will not create or suffer any nuisance anywhere within the Permit Area and, without limiting the generality of the foregoing, the Permittee(s) will, upon receiving written notice from the Minister or the First Nation, forthwith abate any nuisance arising directly or indirectly out of the exercise of any of their Permit Rights or the performance or non-performance of any obligations of the Permittee(s) under this Permit, and where the Permittee(s) do not do so, the Minister or First Nation may take whatever steps he or it deems necessary to abate any such nuisance and the Permittee(s) will be jointly and severally liable to reimburse to the Minister or First Nation upon demand the full costs reasonably incurred by the Minister or First Nation in so abating the nuisance. It is understood that the ordinary use of the Permit Area for the Permit Rights does not constitute a "nuisance" within the meaning of this Permit.

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**10. ENJOYMENT OF PERMIT RIGHTS**

10.1 The Permittee(s), upon performing and observing the covenants and conditions of this agreement, shall peaceably hold and enjoy the rights and privileges hereby granted, without hindrance, molestation or interruption by Her Majesty or the First Nation.

**11. WASTE**

11.1 The Permittee(s) will not cause, permit or suffer the commission of any waste of the Permit Area.

11.2 Except as permitted in writing by the Minister, with the consent of the Council, the Permittee(s) will not cause, permit or suffer the removal of any sand, gravel, topsoil, or other material constituting part of the Permit Area.

**12. RUBBISH**

12.1 Without limiting Article 11, the Permittee(s) will not cause, permit or suffer any rubbish or debris to be placed or left at the Permit Area except as is reasonably necessary in accordance with the uses permitted by section 2.1 or as permitted by the Minister and Council.

**13. TREES, BUSHES AND PLANTS**

13.1 The Permittee may cut down any trees, bushes and plants in the Permit Area to the extent required for the safe use and enjoyment of the Permit Rights. The Permittee(s) are responsible for safely disposing of any such trees, bushes and plants. Nothing contained herein shall be deemed to constitute a conveyance of trees, bushes and plants to the Permittee(s).

**14. ENVIRONMENTAL STANDARDS**

14.1 Without limiting the generality of Article 8, the Permittee(s) will at all times conduct all activities on the Permit Area in compliance with all applicable environmental laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the Federal, Provincial, Local government or authority, the Council or other lawful authority of Canada or the Province of Ontario, or any competent Local authority or agency, whether or not such laws, rules, regulations, notices or orders be of a kind now existing or within the contemplation of the parties hereto.

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**15. HAZARDOUS ACTS**

- 15.1 The Permittee(s) shall not in exercising their rights or carrying out any of their obligations under this Permit, knowingly commit any act or make any omission which may directly or indirectly cause, prolong or increase any hazard to any person or property.

**16. NO CONTAMINANTS**

- 16.1 Without limiting the generality of Article 14, no contaminants or toxic substances, as defined under the *Canadian Environmental Protection Act* and its Regulations, as amended or replaced from time to time or as defined under the equivalent provincial legislation, as amended or replaced, will be used, emitted, discharged or stored on the Permit Area or any adjacent land by the Permittee(s), their officers, directors, invitees, members, agents, employees or assigns except in strict compliance with all applicable laws, statutes, by-laws, ordinances, regulations, notices, orders, or lawful requirements of the Federal, Provincial, Local government or authority, the Council or other lawful authority.

**17. NO RESIDUAL IMPACTS**

- 17.1 At all times there will be no residual and/or Adverse Effects as a result of the use of the Permit Area or the activities of the Permittee(s), their officers, directors, invitees, members, agents, employees or assigns, except as would be normally incidental in the responsible exercise of the rights under this Permit.

**18. MAINTENANCE OF PERMIT AREA**

- 18.1 The Permittee(s) will at their expense alone, during the Permit Period, keep and maintain the Permit Area in good and safe repair, except for such damage or disrepair as may be caused by First Nation members or by those persons for whom the First Nation is responsible at law.

**19. CO-ACCESS TO LANDS**

- 19.1 The Permittee(s) will not, without the prior written consent of the Minister, acting on the advice and/or direction of the Council, where appropriate, fence or enclose the Permit Area or any part thereof.
- 19.2 Her Majesty, Her officers, employees and agents, and representatives of the Council and members of the First Nation, and its invitees, and every person, whether an individual, firm, partnership, association or corporation, having

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any interest in, or right or privilege to use, any part of the reserve affected by this Permit in their own right, or claiming any interest in the part of the reserve affected by this Permit by, through or under Her Majesty, or the Council, may have free access to and use of the land occupied by the Permit.

Where equipment left unmarked may, in the Minister's opinion constitute a hazard to human health, or safety, the Minister may direct the Permittee(s) to mark such equipment in which event the Permittee(s) as directed by the Minister shall forthwith, at their sole expense, mark the equipment.

It shall be lawful for the Minister or any person, whether an individual, firm, partnership, association or corporation, thereunto authorized by the Minister, at all reasonable time to enter upon the Permit Area for the purpose of examining the condition thereof and to observe the compliance of the Permittee(s) with the terms and conditions of this Permit.

## **20. ARCHAEOLOGICAL RESOURCES**

- 20.1 The Permittee(s) shall promptly notify the Minister and First Nation of any archaeological resources discovered or found on the Permit Area by the Permittee, their invitees, agents, or employees.
- 20.2 Upon receipt of the notice given pursuant to section 20.1, the Minister, acting on the advice and/or direction of the Council, where appropriate, may order the Permittee(s) to cease or alter their exercise of the Permit Rights to enable the First Nation to conduct an archaeological excavation of the site on which the archaeological resources referred to in section 20.1 were discovered or found.
- 20.3 The Permittee(s) hereby acknowledge that the archaeological resources referred to in section 20.1 or any archaeological resources uncovered during or following an excavation under section 20.2 are the property of the First Nation and hereby agree that they will promptly remit all such archaeological resources to the Council.

## **21. INDEMNITY**

- 21.1 To the extent attributable to the negligent acts or omissions of the Permittee(s), their officers, directors, invitees, members, agents, employees or assigns, including any persons that have been issued a Trail Permit to use the Prescribed Trail System, the Permittee(s) shall at all times hereafter indemnify and hold harmless Her Majesty and the First Nation against all actions, claims and demands that may be lawfully brought or made against Her Majesty or the First Nation by reason of any act or omission by the Permittee(s) in the exercise or purported exercise of the rights hereby granted. Her Majesty and the First Nation undertake to use her and their

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best efforts to give the Permittee(s) notice in writing as soon as practicable of any action, claim or demand made against Her Majesty or the First Nation that may give rise to a claim by Her Majesty or the First Nation pursuant to this provision; provided however that Her Majesty's or the First Nation's failure to notify the Permittee(s) in accordance with the above shall not absolve or affect the Permittee(s)' liability under the provision.

## **22. INSURANCE**

- 22.1 The Permittee(s) shall take out and maintain commercial general liability insurance in the amount of Two Million (\$2,000,000) Dollars, whereby the Permittee(s), Her Majesty and the First Nation are indemnified in respect of loss by fire or other insurable causes of property damage, death, and personal injury caused by negligence attributed to the use, occupation or possession of the Permit Area by the Permittee(s), their officers, directors, invitees, members, agents, employees or assigns, including any persons that have been issued a Trail Permit to use the Prescribed Trail System.
- 22.2 The Permittee(s) release Her Majesty, Her heirs, successors and assigns, and the First Nation from all liability for personal injury, death and property damage caused by any or the perils against which the Permittee(s) have agreed to insure.
- 22.3 The Permittee(s) shall furnish the Minister and the First Nation with certificates evidencing such policies within thirty (30) days of the commencement of this Permit and a certificate of renewal at least five (5) days prior to the date of the expiration of any policy in force. In the event that the Permittee(s) fail to effect such insurance or renewal thereof or to furnish a certificate, the Minister or First Nation may procure such insurance and the premium paid by the Minister shall be deemed to be an additional Permit Fee due and payable by the Permittee(s).
- 22.4 For greater certainty, the requirements of this section may be satisfied by either or both of the Permittee(s) providing proof of one insurance policy which meets the requirements of 22.1. The Permittee(s) will not both be required to provide separate policies in the amount stipulated in 22.1.

## **23. REMOVAL OF FIXTURES**

- 23.1 Upon the termination of this Permit, the Permittee(s) will peaceably yield up use and occupation of the Permit Area and shall remove any works at their own expense and without damage to the Permit Area and until the works are removed, the obligations of the Permittee(s) under this Permit shall remain in force. In the event that the Permittee(s) do not remove all works within 12 months of the termination of this Permit, any unremoved works shall, without compensation, at the option of the First Nation, become the property of the



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First Nation, or the First Nation may take all actions it deems necessary to remove the unremoved works and to restore the Permit Area, and all costs, expenses and damages incurred by the First Nation shall be paid by the Permittee(s). The Permittee(s) shall be jointly and severally liable for said amounts.

#### **24. DEFAULT OF PERMITTEE**

- 24.1 The Permit Rights authorized hereunder may be revoked or cancelled by the Minister if either Permittee is in default in the performance of any of the terms or conditions hereunder, and such default is not rectified within, or if proceedings have not been diligently commenced to rectify such default, within ninety (90) days of the date of notice of the default from the Minister, by either Permittee, except that with respect to the payment provisions and conditions outlined in Articles 5 and 6, default with respect to such payments shall be rectified within thirty (30) days of the date of notice of the default from the Minister.
- 24.2 Any act or omission which would be a default of any term or condition of this Permit if done or omitted by the Permittee(s) will be deemed to be an act or omission for which the Permittee(s) are responsible if done or omitted by any of their officers, directors, invitees, members, agents, employees or assigns, or by any other person, whether an individual, firm, partnership, association or corporation, for whom either Permittee is responsible at law.

#### **25. MINERALS**

- 25.1 Her Majesty, on behalf of the First Nation, may, with the consent of the First Nation, drill for, remove and dispose of petroleum, natural gas, and minerals in the Permit Area and adjacent portions, and for that purpose to drill wells, lay pipelines and build such tanks, stations and structures as may be necessary to carry out the said purpose and operations.

#### **26. ASSIGNMENT**

- 26.1 No assignment of either Permittee(s)' rights under this Permit is valid without:
- a) first obtaining the written consent of each of the Minister and the Council, which consent shall not be unreasonably withheld; and
  - b) the proposed assignee first entering into a written agreement with the Minister and the Band to be responsible for that Permittee's obligations under this Permit.

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**27. WAIVER**

27.1 No waiver on behalf of the Minister of any breach shall take place or be binding unless the same be expressed in writing and any waiver so expressed shall extend only to the particular breach to which such waiver will specifically relate and shall not be deemed to be a general waiver or to limit or affect the rights of the Minister with respect to any other breach.

**28. ENUREMENT**

28.1 All grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities herein contained will be read and construed as granted to, made and reserved by, imposed upon and undertaken by each of the Parties hereto and their respective successors and assigns.

**29. SUCCESSORS DOES NOT INCLUDE ASSIGNS**

29.1 Any reference to the term "successors" in this Permit will not include any person who would otherwise require an assignment in order to acquire the rights granted herein.

**30. PRIOR AND SUBSEQUENT RIGHTS**

30.1 The Permittee(s) hereby acknowledge and agree that notwithstanding anything to the contrary that may be elsewhere contained in this Permit:

- a) the Permittee(s)' rights are authorized subject to all prior rights that the Minister has granted in respect of the Permit Area;
- b) the Minister may, at any time hereafter, enter into further Permits or other agreements with respect to the use of the Permit Area, as the Minister in his absolute discretion deems appropriate;
- c) the Permittee(s) for themselves and for their successors and assigns hereby release and forever discharge Her Majesty, Her officers, employees and agents and every person having an interest in, or rights or privileges to use the Reserve by, through or under Her Majesty including without limiting the generality of the foregoing the First Nation and its members and the Council and its members and all persons for whom the Band and the Council are responsible at law, and their respective heirs, executors, administrators, successors and assigns, as the case may be, jointly and severally, of and from any and all claims, demands, losses, costs damages, actions, suits or other proceedings whatsoever at law or in equity which the Permittee(s) and their

respective successors or assigns can, shall or may have in consequence of or in any way arising out of the Minister at any time hereafter entering into further Permits or other agreements pursuant to subsection 30.1 (b).

### **31. NOT JOINT VENTURE**

31.1 Nothing in this Permit will be construed as making any of the Minister, the Permittee(s), the First Nation or the Council an agent or partner of, or joint venturer with, the other or others.

### **32. INTERPRETATION**

32.1 All headings in this Permit have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Permit or any of its terms and conditions, and any reference to an article, section or subsection will mean an article, section or subsection of this Permit unless otherwise expressly provided.

32.2 A reference to a party in this Permit will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.

32.3 If a party is comprised of more than one person, then all agreements of that party will be joint and several.

### **33. AMENDMENTS**

33.1 This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter and cannot be modified, amended or waived except by an instrument in writing duly executed and delivered by the parties or by their respective successors.

### **34. INDIAN ACT**

34.1 The Permittee(s) and the Minister mutually covenant and agree that this Permit is given under section 28(2) of the *Indian Act* and the rights given hereby shall be construed as a licence only and shall not be deemed to grant, convey or confer on the Permittee(s) any right "in rem" or any estate or interest in the title to the land.

34.2 Notwithstanding anything in this Permit, the Permittee(s) on behalf of themselves, their officers, servants, agents, tenants, licensees and invitees

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acknowledge and agree that this Permit does not confer or give rise to any greater right or rights upon the Permittee(s), their officers, servants, agents, licensees and invitees than the Minister is authorized to confer by section 28(2) of the *Indian Act*.

**35. NOTICE**

35.1 All notices, consents and other communications under this Permit must be given in writing and delivered in accordance with this Article.

35.2 All notices will be delivered to the other party and the First Nation and no notice will be effective until such delivery has been made.

35.3 The addresses and fax numbers for delivery are:

To the Minister:

Department of Indian Affairs and Northern Development  
Lands and Trust Services  
100 Anemki Drive, Suite 101  
Thunder Bay, Ontario  
P7J 1A5

Telephone: (807) 623- 3534  
Fax: (807) 623- 7021

To the OFSC:

[to be inserted]

To the \_\_\_SC:

[to be inserted]

To the First Nation:

Chief and Council  
Pic Mobert First Nation  
General Delivery  
Mobert, Ontario  
P0M 2J0

Telephone: (807) 822-2134  
Fax: (807) 822-2850

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- 35.4 Notice will be deemed to have been delivered:
- (a) if delivery by hand, upon receipt;
  - (b) if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
  - (c) if sent by registered mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.
- 35.5 The parties may change their respective addresses for delivery by delivering notice of change as provided in this Article.

### **36. CORPORATE AUTHORITY**

- 36.1 Each Permittee warrant and represent to Her Majesty that:
- (a) it has the corporate authority pursuant to its documents of incorporation to enter into this type of Permit or provide the within guarantee as the case may be and to perform all terms and agreements contained herein; and
  - (b) it is a company duly incorporated under the laws of Ontario and is a valid and subsisting company in good standing with respect to the filing of annual reports with the provincial corporate registry.

### **37. RESOLUTION OF DISPUTES**

- 37.1 In the event of a dispute concerning the interpretation of the terms and conditions of this Permit, including with respect to rights and remedies under Article 24, the Minister, the Permittee(s), and First Nation shall meet to discuss the issue in dispute and shall make all reasonable efforts to resolve the dispute.
- 37.2 In the event the Minister and the Permittee(s) are unable to reach an agreement, including with respect to rights and remedies under Article 24, the matter in dispute may be referred by either party to the Federal Court of Canada for resolution pursuant to Section 17(3) of the Federal Court Act.

### **38. TIME OF ESSENCE**

- 38.1 Time will be of the essence of this Permit and each of its terms and conditions.

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IN WITNESS WHEREOF THE PARTIES HAVE SIGNED HEREUNDER

SIGNED, SEALED AND DELIVERED  
in the presence of

**HER MAJESTY THE QUEEN** in  
right of Canada as represented by  
the Minister of Indian Affairs and  
Northern Development by

\_\_\_\_\_  
D/M/Y

\_\_\_\_\_  
D/M/Y

Witness as to the  
signature of \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
In the presence of

**PIC MOBERT FIRST NATION,**  
as represented by its Chief  
and Council

\_\_\_\_\_  
D/M/Y

\_\_\_\_\_  
D/M/Y

Witness as to the  
signature of \_\_\_\_\_

\_\_\_\_\_ **SNOWMOBILE CLUB**

\_\_\_\_\_  
D/M/Y  
I have authority to bind the  
Corporation

\_\_\_\_\_

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I have authority to bind the  
Corporation

**ONTARIO FEDERATION OF  
SNOWMOBILE CLUBS**

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D/M/Y

I have authority to bind the  
Corporation

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SCHEDULE "A"

PERMIT AREA



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SCHEDULE "B"

BAND COUNCIL RESOLUTION

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SCHEDULE "C"

TABLE

Item	Column 1	Column 2	Column 3
1.	Police officers, emergency workers including ambulance and medical workers, search and rescue workers, firefighters as defined in subsection 1 (1) of the <i>Fire Protection and Prevention Act, 1997</i> , employees of the Ministry of Natural Resources or the Ministry of Northern Development and Mines, employees of the federal Department of National Defence.	While engaged in duties required by their employer.	Identification issued by their employer.
2.	Aboriginal peoples of Canada.	While on treaty or traditional lands.	None.
3.	(a) Licensed bait harvesters and their designates.	(a) While engaged in bait harvesting within the bait harvest area or while travelling directly to or from the bait harvest area to engage in bait harvesting, if the trail is the only access route from the closest road to the bait harvest area or is the only safe access route to the bait harvest area.	(a) An original or a legible copy of a valid bait harvester licence.
	(b) Licensed bait harvesters' helpers.	(b) While accompanying a licensed bait harvester or designate in the circumstances described in clause (a).	(b) None.
4.	Licensed commercial fish harvesters and their designates.	While engaged in commercial fishing activities within the commercial fishing area or while travelling directly to or from the commercial fishing area to engage in commercial fishing, if the trail is the only access route from the closest road to the commercial fishing area or is the only safe access route to the commercial fishing area.	An original or a legible copy of a valid commercial fishing licence.
5.	Tenants of Crown land and such tenants' immediate family members.	While travelling directly to or from the Crown land, if the trail is the only access route from the closest road to the Crown land or is the only safe access route to the Crown land.	A legible copy of a land use permit, licence of occupation or lease, issued under the <i>Public Lands Act</i> or a regulation under that Act.
6.	Forest workers, including the employees or agents of any forest or timber company.	While engaged in forestry activities pursuant to a licence under the <i>Crown Forest Sustainability Act, 1994</i> or a private land forest harvesting contract within the location of the forestry operation or while travelling directly to or from the location of the forestry operation, if the trail is the only access route from the closest road to the location of the forestry operation or is the only safe access route to the location of the forestry operation.	A valid forest resource licence or a letter prepared within the previous 240 days by the forest or timber company on stationery bearing the company's letterhead, setting out,
			(i) the company name, address, phone number and the

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			date on which the letter was prepared,
			(ii) the name, address and phone number for each contractor or agent working on the operation,
			(iii) the name of each employee working on operation for both the company and any contractor or agent,
			(iv) a description of the location of the operation, including the name of any municipality within which the operation is located, and
			(v) the signature, name, title, address and phone number of the person who prepared the letter.
7.	Landowners, their tenants and the immediate family members of landowners and of their tenants.	While travelling directly to or from the property owned by the landowner, if the trail is the only access route from the closest road to the property or is the only safe access route to the property.	Proof of ownership of or title to the property that is a government form, deed, registry or other document of land transfer, or in the case of tenancy, a copy of the lease for the property if one exists or a letter from the landowner prepared within the previous 240 days identifying the property by its municipal description and address and identifying the owner and the tenant by name, address and phone number.
8.	The immediate family members of the owners of land on which there is a prescribed trail and the guests of such landowners and of their immediate family members.	While on the trail on the owned property.	None.
9.	(a) Licensed trappers.	While engaged in trapping activities within the trapping area, or while travelling directly to or from the trapping area, if the trail is the only access route from the closest road to the trapping area or is the only safe access route to the trapping area.	(a) An original valid trapper's licence and either a registered trapline map issued by the Ministry of Natural Resources or a description of the resident trapline area, including its municipal location, lot number and size.
	(b) Licensed trappers' helpers.		(b) An original valid trapper's licence or a legible copy of it and either a registered trapline map issued by the Ministry of Natural Resources or a description of the resident trapline area, including its municipal location, lot number and size.

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10.	Workers for utility companies including telephone, cable, hydro-electric, gas or other pipeline companies or service providers, and their contractors.	While engaged in activities pursuant to employment at the location of the installation, or when travelling directly to or from the location of the installation, if the trail is the only access route from the closest road to the location of the installation or is the only safe access route to the location of the installation.	A copy of the contract or work order, if any, or a letter prepared within the previous 240 days from the utility company, on stationery bearing the company's letterhead, setting out,
			(i) the company name, address and phone number and the date on which the letter was prepared,
			(ii) the name, address and phone number of each contractor working on the project,
			(iii) the name and employee identification number, if any, for each employee working on the project for both the company and the contractor,
			(iv) the description of the location of the project, including the name of any municipality within which the project is located, and
			(v) the signature, name, title, address and phone number of the person who prepared the letter.
11.	(a) Licensed prospectors and their helpers 18 years old or older.	While staking or working claims within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area. While working for a mining or exploration company, a contractor or field service supplier, within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area.	(a) An original valid prospectors licence or a legible copy of it and either,
			(i) mining claim tags, or
			(ii) a claim map or a legible copy of a claim map, showing the

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			property or part of the property on which the trail is situate and a claim abstract or a legible copy of a claim abstract for the claim area.
	(b) Licensed prospectors' helpers, under the age of 18, accompanying a licensed prospector.		(b) None.
12.	Employees of a mining or exploration company, and the employees of any contractor, driller, claim staker, land surveyor or geotechnical surveyor that is engaged by such a company, or any field service supplier of any of these persons.	Within the mining or exploration project area or while travelling directly to or from the project area, if the trail is the only access route from the closest road to the project area or is the only safe access route to the project area.	A valid trail permit exemption form issued by the Ministry of Northern Development and Mines or a letter prepared within the previous 240 days on stationery bearing the mining or exploration company's letterhead, setting out,
			(i) the company name, address and phone number and the date on which the letter was prepared,
			(ii) the contractor name, address and phone number for each contractor working on the project,
			(iii) the name and employee identification number, if any, for each employee working on project for both the company and the contractor,
			(iv) the description of the location of the project, including the name of any municipality within which the project is located, and
			(v) the signature, name, title, address and phone number of the person who prepared the letter.
13.	(a) Licensed anglers.	While engaged in angling activities during open season, as defined in the Ontario Fishery Regulations made under the <i>Fisheries Act</i> (Canada), pursuant to a valid fishing or fishing/hunting outdoors card and a valid sport fishing validation tag, both issued under the <i>Fish and</i>	(a) A valid fishing or fishing/hunting outdoors card and a valid sport fishing validation tag, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> .

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		<i>Wildlife Conservation Act, 1997</i> , and while travelling on Crown or other public land directly to or from the area open for angling, within the meaning of the <i>Fisheries Act</i> (Canada), if the trail is the only access route from the closest road to the area open for angling or is the only safe access route to the area open for angling.	
	(b) Anglers 65 years old or older or under 18 years old.		(b) A valid fishing or fishing/hunting outdoors card issued under the <i>Fish and Wildlife Conservation Act, 1997</i> or,
			(i) a driver's licence,
			(ii) a motorized snow vehicle operator's licence, or
			(iii) a birth certificate.
14.	Licensed hunters.	While engaged in hunting activities and carrying hunting equipment on land other than the trail, during open season, as defined in the <i>Fish and Wildlife Conservation Act, 1997</i> , pursuant to a valid outdoors card and a valid licence to hunt, both issued under that Act, and while travelling on Crown or other public land directly to or from the hunting area and carrying hunting equipment, if the trail is the only access route from the closest road to the hunting area or is the only safe access route to the hunting area.	A valid outdoors card and a valid licence to hunt, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> .

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**Schedule 13**  
**Snowmobile Trail – Table**

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## SCHEDULE 13

## TABLE

Item	Column 1	Column 2	Column 3
1.	Police officers, emergency workers including ambulance and medical workers, search and rescue workers, firefighters as defined in subsection 1 (1) of the <i>Fire Protection and Prevention Act, 1997</i> , employees of the Ministry of Natural Resources or the Ministry of Northern Development and Mines, employees of the federal Department of National Defence.	While engaged in duties required by their employer.	Identification issued by their employer.
2.	Aboriginal peoples of Canada.	While on treaty or traditional lands.	None.
3.	(a) Licensed bait harvesters and their designates.	(a) While engaged in bait harvesting within the bait harvest area or while travelling directly to or from the bait harvest area to engage in bait harvesting, if the trail is the only access route from the closest road to the bait harvest area or is the only safe access route to the bait harvest area.	(a) An original or a legible copy of a valid bait harvester licence.
	(b) Licensed bait harvesters' helpers.	(b) While accompanying a licensed bait harvester or designate in the circumstances described in clause (a).	(b) None.
4.	Licensed commercial fish harvesters and their designates.	While engaged in commercial fishing activities within the commercial fishing area or while travelling directly to or from the commercial fishing area to engage in commercial fishing, if the trail is the only access route from the closest road to the commercial fishing area or is the only safe access route to the commercial fishing area.	An original or a legible copy of a valid commercial fishing licence.
5.	Tenants of Crown land and such tenants' immediate family members.	While travelling directly to or from the Crown land, if the trail is the only access route from the closest road to the Crown land or is the only safe access route to the Crown land.	A legible copy of a land use permit, licence of occupation or lease, issued under the <i>Public Lands Act</i> or a regulation under that Act.
6.	Forest workers, including the employees or agents of any forest or timber company.	While engaged in forestry activities pursuant to a licence under the <i>Crown Forest Sustainability Act, 1994</i> or a private land forest harvesting contract within the location of the forestry operation or while travelling directly to or from the location of the forestry operation, if the trail is the only access route from the closest road to the location of the forestry operation or is the only safe access route to the location of the forestry operation.	A valid forest resource licence or a letter prepared within the previous 240 days by the forest or timber company on stationery bearing the company's letterhead, setting out,
			(i) the company name, address, phone number and the



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			date on which the letter was prepared,
			(ii) the name, address and phone number for each contractor or agent working on the operation,
			(iii) the name of each employee working on operation for both the company and any contractor or agent,
			(iv) a description of the location of the operation, including the name of any municipality within which the operation is located, and
			(v) the signature, name, title, address and phone number of the person who prepared the letter.
7.	Landowners, their tenants and the immediate family members of landowners and of their tenants.	While travelling directly to or from the property owned by the landowner, if the trail is the only access route from the closest road to the property or is the only safe access route to the property.	Proof of ownership of or title to the property that is a government form, deed, registry or other document of land transfer, or in the case of tenancy, a copy of the lease for the property if one exists or a letter from the landowner prepared within the previous 240 days identifying the property by its municipal description and address and identifying the owner and the tenant by name, address and phone number.
8.	The immediate family members of the owners of land on which there is a prescribed trail and the guests of such landowners and of their immediate family members.	While on the trail on the owned property.	None.
9.	(a) Licensed trappers.	While engaged in trapping activities within the trapping area, or while travelling directly to or from the trapping area, if the trail is the only access route from the closest road to the trapping area or is the only safe access route to the trapping area.	(a) An original valid trapper's licence and either a registered trapline map issued by the Ministry of Natural Resources or a description of the resident trapline area, including its municipal location, lot number and size.
	(b) Licensed trappers' helpers.		(b) An original valid trapper's licence or a legible copy of it and either a registered trapline map issued by the Ministry of Natural Resources or a description of the resident trapline area, including its municipal location, lot number

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			and size.
10.	Workers for utility companies including telephone, cable, hydro-electric, gas or other pipeline companies or service providers, and their contractors.	While engaged in activities pursuant to employment at the location of the installation, or when travelling directly to or from the location of the installation, if the trail is the only access route from the closest road to the location of the installation or is the only safe access route to the location of the installation.	A copy of the contract or work order, if any, or a letter prepared within the previous 240 days from the utility company, on stationery bearing the company's letterhead, setting out,
			(i) the company name, address and phone number and the date on which the letter was prepared,
			(ii) the name, address and phone number of each contractor working on the project,
			(iii) the name and employee identification number, if any, for each employee working on the project for both the company and the contractor,
			(iv) the description of the location of the project, including the name of any municipality within which the project is located, and
			(v) the signature, name, title, address and phone number of the person who prepared the letter.
11.	(a) Licensed prospectors and their helpers 18 years old or older.	While staking or working claims within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area. While working for a mining or exploration company, a contractor or field service supplier, within a claim area, or while travelling directly to or from a claim area, if the trail is the only access route from the closest road to the claim area or is the only safe access route to the claim area.	(a) An original valid prospectors licence or a legible copy of it and either,
			(i) mining claim tags, or
			(ii) a claim map or a legible copy of a

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			claim map, showing the property or part of the property on which the trail is situate and a claim abstract or a legible copy of a claim abstract for the claim area.
	(b) Licensed prospectors' helpers, under the age of 18, accompanying a licensed prospector.		(b) None.
12.	Employees of a mining or exploration company, and the employees of any contractor, driller, claim staker, land surveyor or geotechnical surveyor that is engaged by such a company, or any field service supplier of any of these persons.	Within the mining or exploration project area or while travelling directly to or from the project area, if the trail is the only access route from the closest road to the project area or is the only safe access route to the project area.	A valid trail permit exemption form issued by the Ministry of Northern Development and Mines or a letter prepared within the previous 240 days on stationery bearing the mining or exploration company's letterhead, setting out,
			(i) the company name, address and phone number and the date on which the letter was prepared,
			(ii) the contractor name, address and phone number for each contractor working on the project,
			(iii) the name and employee identification number, if any, for each employee working on project for both the company and the contractor,
			(iv) the description of the location of the project, including the name of any municipality within which the project is located, and
			(v) the signature, name, title, address and phone number of the person who prepared the letter.
13.	(a) Licensed anglers.	While engaged in angling activities during open season, as defined in the Ontario Fishery Regulations made under the <i>Fisheries Act (Canada)</i> , pursuant to a valid fishing or fishing/hunting outdoors card	(a) A valid fishing or fishing/hunting outdoors card and a valid sport fishing validation tag, both issued under the <i>Fish and Wildlife</i>

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		and a valid sport fishing validation tag, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> , and while travelling on Crown or other public land directly to or from the area open for angling, within the meaning of the <i>Fisheries Act (Canada)</i> , if the trail is the only access route from the closest road to the area open for angling or is the only safe access route to the area open for angling.	<i>Conservation Act, 1997.</i>
	(b) Anglers 65 years old or older or under 18 years old.		(b) A valid fishing or fishing/hunting outdoors card issued under the <i>Fish and Wildlife Conservation Act, 1997</i> or,
			(i) a driver's licence,
			(ii) a motorized snow vehicle operator's licence, or
			(iii) a birth certificate.
14.	Licensed hunters.	While engaged in hunting activities and carrying hunting equipment on land other than the trail, during open season, as defined in the <i>Fish and Wildlife Conservation Act, 1997</i> , pursuant to a valid outdoors card and a valid licence to hunt, both issued under that Act, and while travelling on Crown or other public land directly to or from the hunting area and carrying hunting equipment, if the trail is the only access route from the closest road to the hunting area or is the only safe access route to the hunting area.	A valid outdoors card and a valid licence to hunt, both issued under the <i>Fish and Wildlife Conservation Act, 1997</i> .

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**Schedule 14**  
**Description of Bell Canada Distribution Lines**  
**and Facilities**

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SCHEDULE 14

FIRSTLY

Part of Location CL 13730,  
Being part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 1.315 hectares, more or less,  
Designated as Parts 11, 12, 13 and 14,  
on Reference Plan 55R-13436.

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**Schedule 15  
Description of Hydro One Rights of Way and  
Distribution Lines**

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## SCHEDULE 15

### FIRSTLY

Part of Location CL 13728,  
Being part of the Road Allowance in front of the  
Pic Mober South Indian Reserve No. 82 and  
Part of the Bed of White Lake and  
Part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 1.535 hectares, more or less,  
Designated as Parts 9, 11, 13, 14, 20 and 24,  
on Reference Plan 55R-13211.

### SECONDLY

Part of Location CL 13729,  
Being part of the bed of White Lake and  
Part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 1.261 hectares, more or less,  
Designated as Parts 21, 27, 28, 29, 30 and 31,  
on Reference Plan 55R-13212.

### THIRDLY

Part of Location CL 13731,  
Being part of the Unsubdivided Geographic Townships of  
McCron and Bryant,



Territorial District of Thunder Bay,  
Containing 0.003 hectares, more or less,  
Designated as Parts 8 and 9, on Reference Plan 55R-13213.

FOURTHLY

Part of Location CL 13730,  
Being part of the Unsubdivided Geographic Township of Laberge,  
Territorial District of Thunder Bay,  
Containing 2.268 hectares, more or less,  
Designated as Parts 3, 8, 11, 12, 13 and 14  
on Reference Plan 55R-13436.

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**Schedule 16**  
**Bell Canada – Section 28(2) Permit**

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**SCHEDULE 16**

**DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT**

**SECTION 28(2) PERMIT**

**THIS PERMIT made in quadruplicate as of this XXth day of XXXXX, 201X,**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Indian Affairs and  
Northern Development, ("the Minister")

**- AND -**

**BELL CANADA**, a body corporate having its  
head office in Montreal  
In the Province of Quebec  
(the "Permittee")

**-AND-**

**THE PIC MOBERT FIRST NATION**, a "band" as defined  
under the *Indian Act*, R.S.C. 1985, c.1-5 as  
represented by its Chief and Council  
(hereinafter referred to as the "First Nation")

**RECITALS:**

**WHEREAS** the Council of the Band has, in accordance with sub-section 28(2) of the *Indian Act* and pursuant to Band Council Resolution number \_\_\_ and dated \_\_\_\_\_, in consideration for the commitments of Ontario and Canada in the Final Agreement, and such other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), agreed to request that the Minister issue this Permit to the Permittees on the terms set out in this Permit;

**WHEREAS** the Permit Area forms part of the Pic Mobert Indian Reserve (the "Reserve") in the Province of Ontario, which lands have been set apart for the use and benefit of the First Nation;

**WHEREAS** the Permittee has applied to use and occupy the lands hereinafter described in order to construct, maintain, repair and operate telecommunications lines and equipment;

**AND WHEREAS** the Band Council has, by Band Council Resolution No. XXXX dated the XXth day of XXXXX, 201X, a copy of which is attached hereto as Schedule "B", approved and consented to the issuance of this Permit Agreement including the terms and conditions herein set forth;

**AND WHEREAS** the Minister is authorized to enter into this Permit Agreement pursuant to subsection 28 (2) of the *Indian Act*;

**1. DEFINITIONS:**

1.1 In this Permit:

**"Adverse Effect"** means "adverse effect" as that term is defined in the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E-19, and regulations made thereunder, all as amended and replaced from time to time.

**"Band Council Resolution"** means a duly executed written resolution of the Band Council adopted at a duly convened meeting of the Band Council as provided in the *Indian Act*;

**"Council"** means the duly elected council of the First Nation which is a "council of the band" within the meaning of the *Indian Act* and for greater certainty, includes the Chief of the First Nation;

**"Federal"** means pertaining to the Government of Canada ;

**"Federal Court Act"** means the *Federal Court Act*, R.S.C. 1985, c. F-7, and regulations made thereunder, all as amended or replaced from time to time;

**"Final Agreement"** means the agreement entered into between the First Nation, Canada and Ontario dated for reference \_\_\_\_\_, 2013;

**"First Nation"** means the Pic Mobert First Nation, a "band" as defined under the *Indian Act*;

**"Improvements"** means all buildings, structures, facilities, cables, transformers, poles, wires and other equipment and works which are at any time and from time to

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time situate on or under the Permit Area, that relate to the activities authorized by this Permit;

**"Indian Act"** means the Indian Act, R.S.C. 1985, c. 1-5, and regulations made thereunder, all as amended or replaced from time to time, and any reference to a section of the Indian Act will include that section as amended or replaced from time to time;

**"Local"** means pertaining to the government of any municipality;

**"Minister"** means the Minister of Indian Affairs and Northern Development or his authorized representatives;

**"Permit Area"** means those lands situate in the Pic Mobert Indian Reserve, in the Province of Ontario as described in Schedule "A" attached hereto;

**"Permit Date"** means the date on which this Permit commences, being the latest of the dates that this Permit is executed by the Minister, the Permittee and the First Nation;

**"Permit Period"** means a period commencing on the Permit Date and expiring at the time that the Permittee no longer requires the use of the Permit Area for the purpose of transmission or distribution of telecommunications services on reserve;

**"Permit Rights"** has the meaning ascribed thereto pursuant to section 2.1 herein;

**"Provincial"** means pertaining to the Government of the Province of Ontario;

**"Reserve"** means the Pic Mobert Reserve, in the Province of Ontario.

## 2. PURPOSE

2.1.1 The Minister, with the consent of the Council, under authority of subsection 28(2) of the *Indian Act*, hereby authorizes the Permittee to use and occupy those lands situate, lying and being in the Permit Area for the following purposes namely, for the maintenance, operation, repair, replacements, relocation, upgrading, improvement, modification, reconstruction, making additions, removal and erection of telecommunication facilities and equipment including all Improvements in, over, along and upon the Permit Area for the purpose of distributing telecommunication services on Reserve and across and through the Reserve for providing telecommunication service off the Reserve, so long as the primary use of the telecommunication facilities and equipment including Improvements shall be for the purpose of distributing and provisioning telecommunication services (the "Permit Rights").

2.1.2 The Parties intend that this Permit shall replace any and all rights of the Permittee in respect of the Permit Area that may exist on the Permit Date.

**3. PRIOR ENCUMBRANCES**

3.1 Except as otherwise provided herein, the Permit Rights are authorized subject to all prior encumbrances and to all other prior grants or permits, and reserving all mines and minerals, solid, liquid or gaseous which may be found to exist within, upon or under the Permit Area.

**4. PERMIT PERIOD**

4.1 The Permittee may exercise the Permit Rights commencing on the Permit Date for the Permit Period unless terminated earlier in accordance with the provisions of this Permit.

**5. PERMIT FEE**

5.1 The Permittee will pay in each and every year of the Permit Period the sum of \$10.00 which sum is payable on or before January 1st in each year except that the first such payment will be payable on or before the signing of the Permit by the Permittee.

**6. PAYMENT OF PERMIT FEE**

6.1 The Permittee will pay the Permit Fee in the manner set forth in this Permit without any abatement or deduction whatsoever and acceptance of the Permit Fee, whether or not in arrears, shall not constitute a waiver of compliance with any of the terms and conditions of this Permit or of Her Majesty's rights, or the First Nation's rights, with respect to Permit Fee reviews and other rights reserved to Her Majesty or the First Nation in this Permit.

6.2 The Permittee will pay or cause to be paid the said Permit Fee in the manner and on the dates hereinbefore appointed for the payment thereof.

6.3 The Permittee will, during the currency of this Permit, make all payments under this Permit by certified cheque or bank draft, payable in Canadian funds in favour of the Receiver General for Canada.

**7. TAXES**

7.1 The Permittee shall be liable for and pay and discharge all rates, taxes, duties and assessments which the Permittee is now or shall hereafter be liable to pay to any taxing authority, whether Federal, Provincial or in accordance with resolutions duly authorized by the Council and which are

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now or shall hereafter be charged during the continuance of this Permit upon or in respect of the Permit Area of the Permittee's use of the Permit Area.

**8. UTILITIES**

8.1 Utilities required for the operations of the Permitted Use within the Permit Area shall be the sole responsibility of Permittee.

**9. APPLICABLE LAWS**

9.1 The Permittee, in exercising its Permit Rights and in carrying out its obligations under this Permit, will comply with all applicable Federal, Provincial, First Nation or Local laws, and the orders of any competent authority or agency acting thereunder.

**10. INGRESS AND EGRESS**

10.1.1 The Permittee, its agents, employees, contractors and subcontractors shall have the right of ingress and egress with or without vehicles, supplies, machinery and equipment to and from the Permit Area over Reserve access roads and rights of way in common with others legally entitled thereto and shall have the right to unload and store material on the Permit Area and to do all other acts and things which may be necessary and convenient for the purpose of constructing, operating and maintaining the Improvements

**11. NUISANCE**

11.1.1 The Permittee will not create or suffer any nuisance anywhere within the Permit Area and, without limiting the generality of the foregoing, the Permittee will, upon receiving written notice from the Minister or the First Nation, forthwith abate any nuisance arising directly or indirectly out of the Works, the exercise of any of the Permittee's Permit Rights or the performance or non-performance of any obligations of the Permittee under this Permit, and if the Permittee fails to do so, the Minister or First Nation may take whatever steps he or it deems necessary to abate any such nuisance and the Permittee will be liable to reimburse to the Minister or First Nation upon demand the full costs reasonably incurred by the Minister or First Nation in so abating the nuisance. It is understood that the ordinary use of the Permit Area for the maintenance, operation, repair, replacements, relocation, upgrading, improvement, modification, reconstruction, removal and erection of the Improvements does not constitute a "nuisance" within the meaning of the Agreement.

**12. QUIET ENJOYMENT**

12.1 The Permittee, upon performing and observing the covenants and conditions of this agreement, shall peaceably hold and enjoy the rights and

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privileges hereby granted, without hindrance, molestation or interruption by Her Majesty or the First Nation.

**13. WASTE**

13.1 Except as permitted by section 15.1, the Permittee will not cause, permit or suffer the commission of any waste of the Permit Area.

13.2 Except as required by construction and installations expressly permitted by this Permit, and except as permitted in writing by the Minister, with the consent of the Council, the Permittee will not cause, permit or suffer the removal of any sand, gravel, topsoil, or other material constituting part of the Permit Area.

**14. RUBBISH**

14.1 Without limiting Article 13, the Permittee will not cause, permit or suffer any rubbish or debris to be placed or left at the Permit Area except as is reasonably necessary in accordance with the Permit Rights or as permitted by the Minister or Council.

**15. TREES, BUSHES AND PLANTS**

15.1 Subject to section 15.2 the Permittee may cut down any trees, bushes and plants in the Permit Area. The Permittee is responsible for safely disposing of any such trees, bushes and plants. Nothing contained herein shall be deemed to constitute a conveyance of trees, bushes and plants to the Permittee.

15.2 Except in all cases where in the sole discretion of the Permittee the safe operation of the transmission line or lines is endangered or interfered with, prior to cutting down any trees, bushes or plants in the Permit Area the Permittee agrees to contact the First Nation to advise it of said cutting and, the Permittee further agrees not to cut down any trees, bushes or plants within the Permit Area which are of cultural interest to the First Nation.

**16. HAZARDOUS ACTS**

16.1 The Permittee shall not in exercising its rights or carrying out any of their obligations under this Permit, knowingly commit any act or make any omission which may directly or indirectly cause, prolong or increase any hazard to any person or property.

**17. ENVIRONMENTAL STANDARDS**

17.1 Without limiting the generality of Article 9, the Permittee will at all times conduct all business or activities on the Permit Area in compliance with all applicable environmental laws, statutes, by-laws, ordinances, regulations,



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notices, orders or lawful requirements of the federal, provincial, municipal government or authority, the Council or other lawful authority of Canada or the Province of Ontario, or any competent Local authority or agency, whether or not such laws, rules, regulations, notices or orders be of a kind now existing or within the contemplation of the parties hereto.

17.2 The Permittee will design, construct, operate and maintain and decommission the Permit Area in accordance with all specifications, mitigative measures, and environmental protection measures described or contained in any decision of Her Majesty pursuant to the *Canadian Environmental Assessment Act*.

**18. NO CONTAMINANTS**

18.1 Without limiting the generality of Article 17, no contaminants or toxic substances as defined under the *Canadian Environmental Protection Act* and its Regulations as amended or replaced from time to time or as defined under the equivalent provincial legislation, as amended or replaced, will be used, emitted, discharged or stored on the Permit Area or any adjacent land by the Permittee, its officers, directors, invitees, agents, or employees except in strict compliance with all applicable laws, statutes, by-laws, ordinances, regulations, notices, orders, or lawful requirements of the federal, provincial, municipal government or authority, the Council or other lawful authority.

**19. NO RESIDUAL IMPACTS**

19.1 At all times there will be no residual and/or Adverse Effects as a result of the use of the Permit Area or the activities of the Permittee, its officers, directors, agents and employees, except as would be normally incidental in the responsible exercise of the rights under this Permit.

**20. MITIGATION OF ENVIRONMENTAL IMPACTS**

20.1 The Permittee will notify the Minister and the First Nation pursuant to Article 36 of any detrimental environmental impacts immediately upon discovery by the Permittee. Should the operations and activities of the Permittee, its officers, directors, invitees, agents and/or employees contribute to any detrimental environmental impacts for which the Minister, acting on the advice and/or direction of the Council, where appropriate, considers remedial action is necessary, in accordance with regulations and standards established by applicable Federal and Provincial Legislation, the Permittee hereby agrees to undertake immediately and pay the cost of such remedial action.

20.2 The Permittee will implement the appropriate technology, design or repair to mitigate anticipated or actual adverse environmental impacts attributable to

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the Permittee's use of the Permit Area immediately following discovery or notice thereof by the Permittee. The Minister's and/or First Nation's representatives may enter onto the Permit Area at all times to inspect and monitor the Permittee's activities and to ensure that the Permittee has mitigated any anticipated or actual adverse impacts on the environment to the satisfaction of the Minister and First Nation.

**21. MAINTENANCE OF PERMIT AREA**

21.1 The Permittee will at its expense alone, during the Permit Period, keep and maintain the Permit Area in good and safe repair, except for such damage or disrepair as may be caused by First Nation members or any of them or by those persons for whom the First Nation is responsible at law.

**22. CO-ACCESS TO LANDS**

22.1 Subject to section 22.2, the Permittee will not, without the prior written consent of the Minister, acting on the advice and/or direction of the Council, where appropriate, fence or enclose the Permit Area or any part thereof.

22.2 Her Majesty, Her officers, employees and agents, and representatives of the Council, and every person, whether an individual, firm, partnership, association or corporation, having any interest in, or right or privilege to use, any part of the reserve affected by this Permit in their own right, or claiming any interest in the part of the reserve affected by this Permit by, through or under Her Majesty, or the Council, may have free access to and use of the land occupied by the Permit, provided always that such access and use does not interfere with the installation, operation, maintenance, repair, removal or restoration of the Works.

**23. ARCHAEOLOGICAL RESOURCES**

23.1 The Permittee shall promptly notify the Minister and First Nation of any archaeological resources discovered or found on the Permit Area by the Permittee, its invitees, agents, or employees.

23.2 Upon receipt of the notice given pursuant to section 23.1, the Minister, acting on the advice and/or direction of the Council, where appropriate, may order the Permittee to cease work to enable the First Nation to conduct an archaeological excavation of the site on which the archaeological resources referred to in section 23.1 were discovered or found.

23.3 The Permittee hereby acknowledges that the archaeological resources referred to in section 23.1 or any archaeological resources uncovered during or following an excavation under section 23.2 are the property of the First Nation and hereby agrees that it will promptly remit all such archaeological resources to the Council.

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**24. INDEMNITY**

24.1 To the extent attributable to the negligent acts or omissions of the Permittee, its directors, agents, invitees and employees, the Permittee shall at all times hereafter indemnify and hold harmless Her Majesty and the First Nation against all actions, claims and demands that may be lawfully brought or made against Her Majesty or the First Nation by reason of any act or omission by the Permittee in the exercise or purported exercise of the rights hereby granted. Her Majesty and the First Nation undertake to use her and it's best efforts to give the Permittee notice in writing as soon as practicable of any action, claim or demand made against Her Majesty or the First Nation that may give rise to a claim by Her Majesty or the First Nation pursuant to this provision; provided however that Her Majesty's or the First Nation's failure to notify the Permittee in accordance with the above shall not absolve or affect the Permittee's liability under the provision.

**25. INSURANCE**

25.1 The Permittee shall take out and maintain comprehensive public liability insurance in the amount of Two Million (\$2,000,000) Dollars, whereby the Permittee, Her Majesty and the First Nation are indemnified in respect of loss by fire or other insurable causes of property damage, death, and personal injury caused by or attributable to the use, occupation or possession of the Permit Area by the Permittee.

25.2 The Permittee releases Her Majesty, Her heirs, successors and assigns, and the First Nation from all liability for personal injury, death and property damage caused by any or the perils against which the Permittee has agreed to insure.

25.3 The Permittee shall furnish the Minister and the First Nation with certificates evidencing such policies within thirty (30) days of the commencement of this Permit and a certificate of renewal at least five (5) days prior to the date of the expiration of any policy in force. In the event that the Permittee fails to effect such insurance or renewal thereof or to furnish a certificate, the Minister or First Nation may procure such insurance and the premium paid by the Minister shall be deemed to be an additional Permit Fee due and payable by the Permittee.

**26. REMOVAL OF FIXTURES**

26.1 Upon the termination of this Permit, the Permittee will peaceably yield up use and occupation of the Permit Area and shall remove all Works at its own expense and without damage to the Permit Area and until the Works are removed, the obligations of the Permittee under this Permit shall remain in force. In the event that the Permittee does not remove all Works within 12 months of the termination of this Permit, any unremoved Works shall, without compensation, at the option of the First Nation, become the property

of the First Nation, or the First Nation may take all actions it deems necessary to remove the unremoved Works and to restore the Permit Area, and all costs, expenses and damages incurred by the First Nation shall be paid by the Permittee.

## 27. DEFAULT OF PERMITTEE

- 27.1 The Permit Rights authorized hereunder may be revoked or cancelled by the Minister if the Permittee is in default in the performance of any of the terms or conditions hereunder, and such default is not rectified within, or if proceedings have not been diligently commenced to rectify such default, within ninety (90) days of the date of notice of the default from the Minister, except that with respect to the payment provisions and conditions outlined in Articles 5 and 6, default with respect to such payments shall be rectified within thirty (30) days of the date of notice of the default from the Minister.
- 27.2 Any act or omission which would be a default of any term or condition of this Permit if done or omitted by the Permittee will be deemed to be an act or omission for which the Permittee is responsible if done or omitted by any of its respective employees or agents, or by any other person, whether an individual, firm, partnership, association or corporation, for whom the Permittee is responsible at law.

## 28. MINERALS

- 28.1 Her Majesty, on behalf of the First Nation, may, with the consent of the First Nation, drill for, remove and dispose of petroleum, natural gas, and minerals in the Permit Area and adjacent portions, and for that purpose to drill wells, lay pipelines and build such tanks, stations and structures as may be necessary to carry out the said purpose and operations, provided always that same does not interfere with the installation, operation, maintenance, repair, removal or restoration of the Works..
- 28.2 If pursuant to the Indian Oil and Gas Regulations respecting Reserve lands, Her Majesty grants leases or permits for well sites, roads, pipelines, storage tanks or other buildings or structures required in the drilling for, removal and disposal of petroleum and natural gas, then for the acreage taken for such leases and permits the Permittee will be compensated by Her Majesty and such compensation will be determined by the Minister and will be in full and final satisfaction of all claims arising from the exercise of the rights aforesaid by Her Majesty.
- 28.3 If Her Majesty, with the consent of the First Nation, pursuant to section 28.1 or 28.2, proposes to use lands within the Permit Area, then Her Majesty shall subject such proposal to review pursuant to the *Canadian Environmental Assessment Act*. If pursuant to that assessment, the proposal or project is determined to be incompatible with the uses herein authorized, the Minister may proceed with the proposed use only if the

Minister, or the proponent of the project, with the concurrence of the Council, relocates the affected lines or Works of the Permittee, at no cost to the Permittee, and amends this Agreement to delete the affected lands, and to substitute lands to which the line and Works will be relocated.

**29. ASSIGNMENT**

29.1 The Permittee will not assign or otherwise transfer its Permit Rights hereunder or any part thereof without the prior written consent of the Minister, acting on the advice and/or direction of the Council, where appropriate, which consent shall not be unreasonably withheld.

**30. WAIVER**

30.1 No waiver on behalf of the Minister of any breach shall take place or be binding unless the same be expressed in writing and any waiver so expressed shall extend only to the particular breach to which such waiver will specifically relate and shall not be deemed to be a general waiver or to limit or affect the rights of the Minister with respect to any other breach.

**31. ENUREMENT**

31.1 All grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities herein contained will be read and construed as granted to, made and reserved by, imposed upon and undertaken by each of the Parties hereto and their respective successors.

**32. NOT JOINT VENTURE**

32.1 Nothing in this Permit will be construed as making any of the Minister, the Permittee, the First Nation or the Council an agent or partner of, or joint venturer with, the other or others.

**33. INTERPRETATION**

33.1 All headings in this Permit have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Permit or any of its terms and conditions, and any reference to an article, section or subsection will mean an article, section or subsection of this Permit unless otherwise expressly provided.

33.2 A reference to a party in this Permit will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.

33.3 If a party is comprised of more than one person, then all agreements of that party will be joint and several.

**34. AMENDMENTS**

34.1 This Permit constitutes the entire agreement between the Permittee and Her Majesty hereto with respect to the subject matter and cannot be modified, amended or waived except by an instrument in writing duly executed and delivered by the parties and the First Nation or by their respective successors.

**35. INDIAN ACT**

35.1 The *Permittee* and the Minister mutually covenant and agree that this Permit is given under section 28(2) of the *Indian Act* and the rights given hereby shall be construed as a licence only and shall not be deemed to grant, convey or confer on the *Permittee* any right "in rem" or any estate or interest in the title to the land.

35.2 Notwithstanding anything in this Permit, the Permittee on behalf of itself, its officers, servants, agents, tenants, licensees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon the Permittee, its officers, servants, agents, licensees and invitees than the Minister is authorized to confer by section 28(2) of the *Indian Act*.

**36. NOTICE**

36.1 All notices, consents and other communications under this Permit must be given in writing and delivered in accordance with this Article.

36.2 All notices will be delivered to the other party and the First Nation and no notice will be effective until such delivery has been made.

36.3 The addresses and fax numbers for delivery are:

To the Minister:

Department of Indian Affairs  
and Northern Development  
Lands and Trust Services,  
100 Anemki Drive, Suite 101  
THUNDER BAY, Ontario. P7J 1A5

(807) 623- 3534 Telephone  
(807) 623- 7021 Fax

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To the Permittee:

Bell Canada  
2<sup>nd</sup> Floor, 140 Bayfield Street  
Barrie, Ontario  
L4M 3B1

Telephone: 1-705-722-2234  
Fax: 1-705-722-2263

To the First Nation:

Chief and Council  
Pic Mobert First Nation  
General Delivery  
Mobert, Ontario  
P0M 2J0

Telephone: (807) 822-2134  
Fax: (807) 822-2850

36.4 Notice will be deemed to have been delivered:

- (a) if delivery by hand, upon receipt;
- (b) if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) if sent by registered mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

36.5 The parties may change their respective addresses for delivery by delivering notice of change as provided in this Article.

### **37. CORPORATE AUTHORITY**

37.1 The Permittee warrants and represents to Her Majesty that:

- (a) it has the corporate authority pursuant to its documents of incorporation to enter into this type of Permit or provide the within guarantee as the case may be and to perform all terms and agreements contained herein; and

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- (b) it is a company duly incorporated under the laws of Ontario and is a valid and subsisting company in good standing with respect to the filing of annual reports with the provincial corporate registry.

**38. RESOLUTION OF DISPUTES**

38.1 In the event of a dispute concerning the interpretation of the terms and conditions of this Permit, including with respect to rights and remedies under Article 27, the Minister, Permittee, and First Nation shall meet to discuss the issue in dispute and shall make all reasonable efforts to resolve the dispute.

38.2 In the event the Minister and the Permittee are unable to reach an agreement, including with respect to rights and remedies under Article 27, the matter in dispute may be referred by either party to the Federal Court of Canada for resolution pursuant to Section 17(3) of the Federal Court Act.

**39. TIME OF ESSENCE**

39.1 Time will be of the essence of this Permit and each of its terms and conditions.



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IN WITNESS WHEREOF THE PARTIES HAVE SIGNED HEREUNDER

SIGNED, SEALED AND DELIVERED  
in the presence of

**HER MAJESTY THE QUEEN** in  
right of Canada as represented by  
the Minister of Indian Affairs and  
Northern Development by

\_\_\_\_\_  
D/M/Y

\_\_\_\_\_  
D/M/Y

Witness as to the  
signature of \_\_\_\_\_

**BELL CANADA**

\_\_\_\_\_  
D/M/Y  
I have authority to bind the  
Corporation

\_\_\_\_\_  
D/M/Y  
I have authority to bind the  
Corporation

SIGNED, SEALED AND DELIVERED  
In the presence of

**PIC MOBERT FIRST NATION,**  
as represented by its Chief  
and Council

\_\_\_\_\_  
D/M/Y

\_\_\_\_\_  
D/M/Y

Witness as to the  
signature of \_\_\_\_\_

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SCHEDULE "A"

PERMIT AREA

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SCHEDULE "B"

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BAND COUNCIL RESOLUTION

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**Schedule 17**  
**Hydro One – Section 28(2) Permit**

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**SCHEDULE 17**

**DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT**

**SECTION 28(2) PERMIT**

**THIS PERMIT made in quadruplicate as of this XXth day of XXXXX, 201X,**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Indian Affairs and  
Northern Development, ("the Minister")

**- AND -**

**HYDRO ONE NETWORKS INC.**, a corporation duly  
incorporated pursuant to the laws of the Province of Ontario  
(the "Permittee")

**-AND-**

**THE PIC MOBERT FIRST NATION**, a "band" as defined  
under the *Indian Act*, R.S.C. 1985, c.1-5 as  
represented by its Chief and Council  
(hereinafter referred to as the "First Nation")

**RECITALS:**

**WHEREAS** the Council of the Band has, in accordance with sub-section 28(2) of the *Indian Act* and pursuant to Band Council Resolution number \_\_\_\_ and dated \_\_\_\_\_, in consideration for the commitments of Ontario and Canada in the Final Agreement and such other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), agreed to request that the Minister issue this Permit to the Permittees on the terms set out in this Permit;

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**WHEREAS** the Permit Area forms part of the Pic Mobert Indian Reserve (the "Reserve") in the Province of Ontario, which lands have been set apart for the use and benefit of the First Nation;

**WHEREAS** the Permittee has applied to use and occupy the lands hereinafter described in order to construct, maintain, repair and operate its transmission and distribution lines;

**AND WHEREAS** the Band Council has, by Band Council Resolution No. XXXX dated the XXth day of XXXXX, 201X, a copy of which is attached hereto as Schedule "B", approved and consented to the issuance of this Permit Agreement including the terms and conditions herein set forth;

**AND WHEREAS** the Minister is authorized to enter into this Permit Agreement pursuant to subsection 28 (2) of the *Indian Act*;

**1. DEFINITIONS:**

1.1 In this Permit:

**"Adverse Effect"** means "adverse effect" as that term is defined in the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E-19, and regulations made thereunder, all as amended and replaced from time to time.

**"Band Council Resolution"** means a duly executed written resolution of the Band Council adopted at a duly convened meeting of the Band Council as provided in the *Indian Act*;

**"Council"** means the duly elected Chief and council of the First Nation which is a "council of the band" within the meaning of the *Indian Act*;

**"Electricity Lines"** means either one or both of the Permittee's electricity distribution lines and electricity transmission lines, as those terms are defined in the Part VI of the *Ontario Energy Board Act*, S.O. 1998, c. 15, Sched. B, as amended and replaced from time to time;

**"Federal"** means pertaining to the Government of Canada ;

**"Federal Court Act"** means the *Federal Court Act*, R.S.C. 1985, c. F-7, and regulations made thereunder, all as amended or replaced from time to time;

**"Final Agreement"** means the agreement entered into between the First Nation, Canada and Ontario dated for reference \_\_\_\_\_, 2013;

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**"Indian Act"** means the Indian Act, R.S.C. 1985, c. 1-5, and regulations made thereunder, all as amended or replaced from time to time, and any reference to a section of the Indian Act will include that section as amended or replaced from time to time;

**"Local"** means pertaining to the government of any municipality;

**"Minister"** means the Minister of Indian Affairs and Northern Development or his authorized representatives;

**"Permit Area"** means those lands situate in the Pic Mobert Indian Reserve, in the Province of Ontario as described in Schedule "A" attached hereto;

**"Permit Date"** means the date on which this Permit commences, being the latest of the dates that this Permit is executed by the Minister, the Permittee and the First Nation;

**"Permit Period"** means a period commencing on the Permit Date and expiring at the time that the Permittee no longer requires the use of the Permit Area for the purpose of transmission or distribution of electricity on reserve;

**"Permit Rights"** has the meaning ascribed thereto pursuant to section 2.1 herein;

**"Provincial"** means pertaining to the Government of the Province of Ontario;

**"Reserve"** means the Pic Mobert Reserve, in the Province of Ontario;

**"Works"** means (a) the Electricity Lines consisting of all necessary or convenient towers, poles, anchors with all braces, wires, cables and associated materials and equipment as they currently exist; and (b) any other works currently erected in, over, along and upon the Permit Area in connection with the Electricity Lines; and (c) underground conductor or conductors for grounding purposes with necessary grounding electrodes installed when and where required within the Permit Area during the term of this Agreement beneath the surface of the Permit Area, at a sufficient depth so as not to interfere with any agricultural operation; and (d) suitable markers to mark the location of the Electricity Lines under the Permit Area provided that such markers when set in the ground shall be placed on fences or other locations which do not interfere with the reasonable use of the Permit Area by others; and (e) any changes, alterations or additions to such Electricity Lines or such other works which are located in the Permit Area during the term of this agreement.

## 2. PURPOSE

2.1 The Minister, with the consent of the Council, under authority of subsection 28(2) of the *Indian Act*, hereby authorizes the Permittee to use and occupy those lands situate, lying and being in the Permit Area for the purpose of distributing electricity on Reserve and the transmission of electricity across



and through the Reserve for the purpose of distribution of electricity off the Reserve, so long as the primary use of the Works shall be for the purpose of distribution (the "Permit Rights") and as such the Permittee shall have the right to:

- (a) lay down, construct, operate, maintain, inspect, patrol, alter, remove, replace, reconstruct, restore, refurbish and repair the Works in, under, on, over, along, upon, through and crossing the Permit Area;
- (b) unload and store materials and vehicles on the Permit Area in connection with the construction, installation and maintenance and operation of the Works;
- (c) temporarily use such lands on the Reserve immediately adjacent to either side of the Permit Area as may reasonably be required by the Permittee in connection with the construction, operation, repair, maintenance, inspection, patrol, alteration, removal, replacement, reconstruction, repair, restoration and refurbishment of the said Works; and
- (d) access the Permit Area at any time and all times for itself and its workers, agents, contractors and subcontractors with or without vehicles, supplies, machinery and equipment for such purposes reasonably necessary to the exercise and enjoyment of the rights provided for in this Permit including the right to pass and repass over existing road allowances and existing roads and trails, to such extent as may from time to time be reasonably required by the Permittee for the purposes of ingress and egress to and from the Permit Area; provided however that the Permittee shall, at its own expense, ensure that such roads and trails are restored, within a reasonable period of time after its use, to a condition equal to that which existed prior to the Permittee's use thereof in accordance with the foregoing.

2.2 The Parties intend that this Permit shall replace any and all rights of the Permittee in respect of the Permit Area that may exist on the Permit Date.

### 3. PRIOR ENCUMBRANCES

3.1 Except as otherwise provided herein, the Permit Rights are authorized subject to all prior encumbrances and to all other prior grants or permits, and reserving all mines and minerals, solid, liquid or gaseous which may be found to exist within, upon or under the Permit Area.

### 4. PERMIT PERIOD

4.1 The Permittee may exercise the Permit Rights commencing on the Permit Date for the Permit Period unless terminated earlier in accordance with the provisions of this Permit.

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## **5. PERMIT FEE**

- 5.1 The Permittee will pay in each and every year of the Permit Period the sum of \$10.00 which sum is payable on or before January 1st in each year except that the first such payment will be payable on or before the signing of the Permit by the Permittee.

## **6. PAYMENT OF PERMIT FEE**

- 6.1 The Permittee will pay the Permit Fee in the manner set forth in this Permit without any abatement or deduction whatsoever and acceptance of the Permit Fee, whether or not in arrears, shall not constitute a waiver of compliance with any of the terms and conditions of this Permit or of Her Majesty's rights, or the First Nation's rights, with respect to Permit Fee reviews and other rights reserved to Her Majesty or the First Nation in this Permit.
- 6.2 The Permittee will pay or cause to be paid the said Permit Fee in the manner and on the dates hereinbefore appointed for the payment thereof.
- 6.3 The Permittee will, during the currency of this Permit, make all payments under this Permit by certified cheque or bank draft, payable in Canadian funds in favour of the Receiver General for Canada.

## **7. TAXES**

- 7.1 The Permittee shall be liable for and pay and discharge all rates, taxes, duties and assessments which the Permittee is now or shall hereafter be liable to pay to any taxing authority, whether Federal, Provincial or in accordance with resolutions duly authorized by the Council and which are now or shall hereafter be charged during the continuance of this Permit upon or in respect of the Permit Area of the Permittee's use of the Permit Area.

## **8. APPLICABLE LAWS**

- 8.1 The Permittee, in exercising its Permit Rights and in carrying out its obligations under this Permit, will comply with all applicable laws, including all Federal, Provincial, First Nation laws, and the orders of any competent authority or agency acting thereunder.

## **9. INGRESS AND EGRESS**

- 9.1 The Permittee, its agents, employees, contractors and subcontractors shall have the right of ingress and egress with or without vehicles, supplies,

machinery and equipment to and from the Permit Area over Reserve access roads and rights of way in common with others legally entitled thereto and shall have the right to unload and store material on the Permit Area and to do all other acts and things which may be necessary and convenient for the purpose of constructing, operating and maintaining the said Works.

## **10. NUISANCE**

- 10.1 The Permittee will not create or suffer any nuisance anywhere within the Permit Area and, without limiting the generality of the foregoing, the Permittee will, upon receiving written notice from the Minister or the First Nation, forthwith abate any nuisance arising directly or indirectly out of the Works, the exercise of any of the Permittee's Permit Rights or the performance or non-performance of any obligations of the Permittee under this Permit, and if the Permittee fails to do so, the Minister or First Nation may take whatever steps he or it deems necessary to abate any such nuisance and the Permittee will be liable to reimburse to the Minister or First Nation upon demand the full costs reasonably incurred by the Minister or First Nation in so abating the nuisance. It is understood that the ordinary use of the Permit Area for the maintenance, operation, repair, replacements, relocation, upgrading, improvement, modification, reconstruction, removal and erection of the Works does not constitute a "nuisance" within the meaning of the Agreement.

## **11. QUIET ENJOYMENT**

- 11.1 The Permittee, upon performing and observing the covenants and conditions of this agreement, shall peaceably hold and enjoy the rights and privileges hereby granted, without hindrance, molestation or interruption by Her Majesty or the First Nation.

## **12. WASTE**

- 12.1 Except as permitted by section 14.1, the Permittee will not cause, permit or suffer the commission of any waste of the Permit Area.

## **13. RUBBISH**

- 13.1 Without limiting Article 12, the Permittee will not cause, permit or suffer any rubbish or debris to be placed or left at the Permit Area except as is reasonably necessary in accordance with the Permit Rights or as permitted by the Minister or Council.

## **14. TREES, BUSHES AND PLANTS**

- 14.1 Subject to section 14.2 the Permittee may cut down any trees, bushes and plants in the Permit Area. The Permittee is responsible for safely disposing of any such trees, bushes and plants. Nothing contained herein shall be

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deemed to constitute a conveyance of trees, bushes and plants to the Permittee.

- 14.2 Except in all cases where in the sole discretion of the Permittee the safe operation of the transmission line or lines is endangered or interfered with, prior to cutting down any trees, bushes or plants in the Permit Area the Permittee agrees to contact the First Nation to advise it of said cutting and, the Permittee further agrees not to cut down any trees, bushes or plants within the Permit Area which are of cultural interest to the First Nation.

**15. HAZARDOUS ACTS**

- 15.1 The Permittee shall not in exercising its rights or carrying out any of their obligations under this Permit, knowingly commit any act or make any omission which may directly or indirectly cause, prolong or increase any hazard to any person or property.

**16. ENVIRONMENTAL STANDARDS**

- 16.1 Without limiting the generality of Article 8, the Permittee will at all times conduct all business or activities on the Permit Area in compliance with all applicable environmental laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the federal, provincial, municipal government or authority, the Council or other lawful authority of Canada or the Province of Ontario, or any competent Local authority or agency, whether or not such laws, rules, regulations, notices or orders be of a kind now existing or within the contemplation of the parties hereto.

- 16.2 The Permittee will design, construct, operate and maintain and decommission the Permit Area in accordance with all specifications, mitigative measures, and environmental protection measures described or contained in any decision of Her Majesty pursuant to the *Canadian Environmental Assessment Act*.

**17. NO CONTAMINANTS**

- 17.1 Without limiting the generality of Article 16, no contaminants or toxic substances as defined under the *Canadian Environmental Protection Act* and its Regulations as amended or replaced from time to time or as defined under the equivalent provincial legislation, as amended or replaced, will be used, emitted, discharged or stored on the Permit Area or any adjacent land by the Permittee, its officers, directors, invitees, agents, or employees except in strict compliance with all applicable laws, statutes, by-laws, ordinances, regulations, notices, orders, or lawful requirements.

**18. NO RESIDUAL IMPACTS**

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18.1 At all times there will be no residual and/or Adverse Effects as a result of the use of the Permit Area or the activities of the Permittee, its officers, directors, agents and employees, except as would be normally incidental in the responsible exercise of the rights under this Permit.

**19. MITIGATION OF ENVIRONMENTAL IMPACTS**

19.1 The Permittee will notify the Minister and the First Nation pursuant to Article 35 of any detrimental environmental impacts immediately upon discovery by the Permittee. Should the operations and activities of the Permittee, its officers, directors, invitees, agents and/or employees contribute to any detrimental environmental impacts for which the Minister, acting on the advice and/or direction of the Council, where appropriate, considers remedial action is necessary, in accordance with regulations and standards established by applicable Federal and Provincial Legislation, the Permittee hereby agrees to undertake immediately and pay the cost of such remedial action.

19.2 The Permittee will implement the appropriate technology, design or repair to mitigate anticipated or actual adverse environmental impacts attributable to the Permittee's use of the Permit Area immediately following discovery or notice thereof by the Permittee. The Minister's and/or First Nation's representatives may enter onto the Permit Area at all times to inspect and monitor the Permittee's activities and to ensure that the Permittee has mitigated any anticipated or actual adverse impacts on the environment to the satisfaction of the Minister and First Nation.

**20. MAINTENANCE OF PERMIT AREA**

20.1 The Permittee will at its expense alone, during the Permit Period, keep and maintain the Permit Area in good and safe repair, except for such damage or disrepair as may be caused by First Nation members or any of them or by those persons for whom the First Nation is responsible at law.

**21. CO-ACCESS TO LANDS**

21.1 Subject to section 21.2, or where necessary or required for health or safety reasons, the Permittee will not, without the prior written consent of the Minister, acting on the advice and/or direction of the Council, where appropriate, fence or enclose the Permit Area or any part thereof.

21.2 Her Majesty, Her officers, employees and agents, and representatives of the Council, and every person, whether an individual, firm, partnership, association or corporation, having any interest in, or right or privilege to use, any part of the reserve affected by this Permit in their own right, or claiming any interest in the part of the reserve affected by this Permit by, through or under Her Majesty, or the Council, may have free access to and use of the

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land occupied by the Permit, provided always that such access and use does not interfere with the installation, operation, maintenance, repair, removal or restoration of the Works.

## **22. ARCHAEOLOGICAL RESOURCES**

22.1 The Permittee shall promptly notify the Minister and First Nation of any archaeological resources discovered or found on the Permit Area by the Permittee, its invitees, agents, or employees.

22.2 Upon receipt of the notice given pursuant to section 22.1, the Minister, acting on the advice and/or direction of the Council, where appropriate, may order the Permittee to cease work to enable the First Nation to conduct an archaeological excavation of the site on which the archaeological resources referred to in section 22.1 were discovered or found.

22.3 The Permittee hereby acknowledges that the archaeological resources referred to in section 22.1 or any archaeological resources uncovered during or following an excavation under section 22.2 are the property of the First Nation and hereby agrees that it will promptly remit all such archaeological resources to the Council.

## **23. INDEMNITY**

23.1 To the extent attributable to the negligent acts or omissions of the Permittee, its directors, agents, invitees and employees, the Permittee shall at all times hereafter indemnify and hold harmless Her Majesty and the First Nation against all actions, claims and demands that may be lawfully brought or made against Her Majesty or the First Nation by reason of any act or omission by the Permittee in the exercise or purported exercise of the rights hereby granted. Her Majesty and the First Nation undertake to use her and it's best efforts to give the Permittee notice in writing as soon as practicable of any action, claim or demand made against Her Majesty or the First Nation that may give rise to a claim by Her Majesty or the First Nation pursuant to this provision; provided however that Her Majesty's or the First Nation's failure to notify the Permittee in accordance with the above shall not absolve or affect the Permittee's liability under the provision.

## **24. INSURANCE**

24.1 The Permittee shall take out and maintain fire and comprehensive public liability insurance in the amount of Two Million (\$2,000,000) Dollars, whereby the Permittee, Her Majesty and the First Nation are indemnified in respect of loss by fire or other insurable causes of property damage, death, and personal injury caused by or attributable to the use, occupation or possession of the Permit Area by the Permittee.

- 24.2 The Permittee releases Her Majesty, Her heirs, successors and assigns, and the First Nation from all liability for personal injury, death and property damage caused by any or the perils against which the Permittee has agreed to insure.
  
- 24.3 The Permittee shall furnish the Minister and the First Nation with certificates evidencing such policies within thirty (30) days of the commencement of this Permit and a certificate of renewal at least five (5) days prior to the date of the expiration of any policy in force. In the event that the Permittee fails to effect such insurance or renewal thereof or to furnish a certificate, the Minister or First Nation may procure such insurance and the premium paid by the Minister shall be deemed to be an additional Permit Fee due and payable by the Permittee.
  
- 24.4 Notwithstanding anything to the contrary in Article 24.1, the Permittee may self-insure its respective obligations up to the full amount of Two Million (\$2,000,000) Dollars, provided that (i) the Permittee is not in default of any of the terms and conditions of this Permit; and (ii) the Permittee has not assigned its respective interests in this Permit to any third party. For so long as the Permittee is self-insured, the Permittee shall not be required to provide any proof of insurance.

**25. REMOVAL OF FIXTURES**

- 25.1 Upon the termination of this Permit, the Permittee will peaceably yield up use and occupation of the Permit Area and shall remove all Works at its own expense and without damage to the Permit Area and until the Works are removed, the obligations of the Permittee under this Permit shall remain in force. In the event that the Permittee does not remove all Works within 12 months of the termination of this Permit, any unremoved Works shall, without compensation, at the option of the First Nation, become the property of the First Nation, or the First Nation may take all actions it deems necessary to remove the unremoved Works and to restore the Permit Area, and all costs, expenses and damages incurred by the First Nation shall be paid by the Permittee.

**26. DEFAULT OF PERMITTEE**

- 26.1 The Permit Rights authorized hereunder may be revoked or cancelled by the Minister if the Permittee is in default in the performance of any of the terms or conditions hereunder, and such default is not rectified within, or if proceedings have not been diligently commenced to rectify such default, within ninety (90) days of the date of notice of the default from the Minister, except that with respect to the payment provisions and conditions outlined in Articles 5 and 6, default with respect to such payments shall be rectified within thirty (30) days of the date of notice of the default from the Minister.

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26.2 Any act or omission which would be a default of any term or condition of this Permit if done or omitted by the Permittee will be deemed to be an act or omission for which the Permittee is responsible if done or omitted by any of its respective employees or agents, or by any other person, whether an individual, firm, partnership, association or corporation, for whom the Permittee is responsible at law.

**27. MINERALS**

27.1 Her Majesty, on behalf of the First Nation, may, with the consent of the First Nation, drill for, remove and dispose of petroleum, natural gas, and minerals in the Permit Area and adjacent portions, and for that purpose to drill wells, lay pipelines and build such tanks, stations and structures as may be necessary to carry out the said purpose and operations, provided always that same does not interfere with the installation, operation, maintenance, repair, removal or restoration of the Works..

27.2 If pursuant to the Indian Oil and Gas Regulations respecting Reserve lands, Her Majesty grants leases or permits for well sites, roads, pipelines, storage tanks or other buildings or structures required in the drilling for, removal and disposal of petroleum and natural gas, then for the acreage taken for such leases and permits the Permittee will be compensated by Her Majesty and such compensation will be determined by the Minister and will be in full and final satisfaction of all claims arising from the exercise of the rights aforesaid by Her Majesty.

27.3 If Her Majesty, with the consent of the First Nation, pursuant to section 27.1 or 27.2, proposes to use lands within the Permit Area, then Her Majesty shall subject such proposal to review pursuant to the Canadian Environmental Assessment Act. If pursuant to that assessment, the proposal or project is determined to be incompatible with the uses herein authorized, the Minister may proceed with the proposed use only if the Minister, or the proponent of the project, with the concurrence of the Council, relocates the affected lines or Works of the Permittee, at no cost to the Permittee, and amends this Agreement to delete the affected lands, and to substitute lands to which the line and Works will be relocated.

**28. ASSIGNMENT**

28.1 The Permittee will not assign or otherwise transfer its Permit Rights hereunder or any part thereof without the prior written consent of the Minister, acting on the advice and/or direction of the Council, where appropriate, which consent shall not be unreasonably withheld.

**29. WAIVER**

29.1 No waiver on behalf of the Minister of any breach shall take place or be binding unless the same be expressed in writing and any waiver so



expressed shall extend only to the particular breach to which such waiver will specifically relate and shall not be deemed to be a general waiver or to limit or affect the rights of the Minister with respect to any other breach.

**30. ENUREMENT**

30.1 All grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities herein contained will be read and construed as granted to, made and reserved by, imposed upon and undertaken by each of the Parties hereto and their respective successors.

**31. NOT JOINT VENTURE**

31.1 Nothing in this Permit will be construed as making any of the Minister, the Permittee, the First Nation or the Council an agent or partner of, or joint venturer with, the other or others.

**32. INTERPRETATION**

32.1 All headings in this Permit have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Permit or any of its terms and conditions, and any reference to an article, section or subsection will mean an article, section or subsection of this Permit unless otherwise expressly provided.

32.2 A reference to a party in this Permit will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.

32.3 If a party is comprised of more than one person, then all agreements of that party will be joint and several.

**33. AMENDMENTS**

33.1 This Permit constitutes the entire agreement between the Permittee and Her Majesty hereto with respect to the subject matter and cannot be modified, amended or waived except by an instrument in writing duly executed and delivered by the parties and the First Nation or by their respective successors.

**34. INDIAN ACT**

34.1 The *Permittee* and the Minister mutually covenant and agree that this Permit is given under section 28(2) of the *Indian Act* and the rights given hereby shall be construed as a licence only and shall not be deemed to grant, convey or confer on the *Permittee* any right "in rem" or any estate or interest in the title to the land.

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34.2 Notwithstanding anything in this Permit, the Permittee on behalf of itself, its officers, servants, agents, tenants, licensees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon the Permittee, its officers, servants, agents, licensees and invitees than the Minister is authorized to confer by section 28(2) of the *Indian Act*.

**35. NOTICE**

35.1 All notices, consents and other communications under this Permit must be given in writing and delivered in accordance with this Article.

35.2 All notices will be delivered to the other party and the First Nation and no notice will be effective until such delivery has been made.

35.3 The addresses and fax numbers for delivery are:

To the Minister:

Department of Indian Affairs  
and Northern Development  
Lands and Trust Services,  
100 Anemki Drive, Suite 101  
THUNDER BAY, Ontario. P7J 1A5

(807) 623- 3534 Telephone  
(807) 623- 7021 Fax

To the Permittee:

Hydro One Networks Inc.  
483 Bay Street  
15<sup>th</sup> Floor, North Tower  
Toronto, Ontario M5G 2P5

Fax Number: \_\_\_\_\_

To the First Nation:

Chief and Council  
Pic Moberg First Nation  
General Delivery  
Moberg, Ontario  
P0M 2J0

Telephone: (807) 822-2134  
Fax: (807) 822-2850

35.4 Notice will be deemed to have been delivered:

- (a) if delivery by hand, upon receipt;
- (b) if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays;
- (c) if sent by registered mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

35.5 The parties may change their respective addresses for delivery by delivering notice of change as provided in this Article.

**36. CORPORATE AUTHORITY**

36.1 The Permittee warrants and represents to Her Majesty that:

- (a) it has the corporate authority pursuant to its documents of incorporation to enter into this type of Permit or provide the within guarantee as the case may be and to perform all terms and agreements contained herein; and
- (b) it is a company duly incorporated under the laws of Ontario and is a valid and subsisting company in good standing with respect to the filing of annual reports with the provincial corporate registry.

**37. RESOLUTION OF DISPUTES**

37.1 In the event of a dispute concerning the interpretation of the terms and conditions of this Permit, including with respect to rights and remedies under Article 26, the Minister, Permittee, and First Nation shall meet to discuss the issue in dispute and shall make all reasonable efforts to resolve the dispute.

37.2 In the event the Minister and the Permittee are unable to reach an agreement, including with respect to rights and remedies under Article 26, the matter in dispute may be referred by either party to the Federal Court of Canada for resolution pursuant to Section 17(3) of the Federal Court Act.

**38. TIME OF ESSENCE**

38.1 Time will be of the essence of this Permit and each of its terms and conditions.

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IN WITNESS WHEREOF THE PARTIES HAVE SIGNED HEREUNDER

SIGNED, SEALED AND DELIVERED  
in the presence of

**HER MAJESTY THE QUEEN** in  
right of Canada as represented by  
the Minister of Indian Affairs and  
Northern Development by

\_\_\_\_\_  
D/M/Y

\_\_\_\_\_  
D/M/Y

Witness as to the  
signature of \_\_\_\_\_

**HYDRO ONE NETWORKS INC.**

\_\_\_\_\_  
D/M/Y  
I have authority to bind the  
Corporation

\_\_\_\_\_  
D/M/Y  
I have authority to bind the  
Corporation

SIGNED, SEALED AND DELIVERED  
In the presence of

**PIC MOBERT FIRST NATION,**  
as represented by its Chief  
and Council

\_\_\_\_\_  
D/M/Y

\_\_\_\_\_  
D/M/Y

Witness as to the  
signature of \_\_\_\_\_

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SCHEDULE "A"

PERMIT AREA

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SCHEDULE "B"

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BAND COUNCIL RESOLUTION

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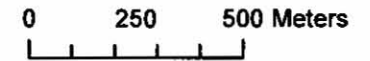
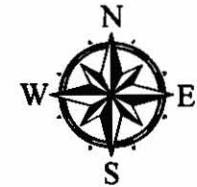
**Schedule 18**  
**Approximate Location of Archaeological Site**



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## Schedule 18 Approximate Location of Archaeological Site



### Legend

- Archaeological Site
- LUP Lands
- Final Agreement Lands
- Pic Mobert Reserve
- Parcel
- Trans-Canada Hwy
- Roads
- Railroad
- Water

This is not a plan of survey. This map is for illustrative purposes only. Do not rely on it as being a precise indicator of routes, boundaries, location of features nor as a guide for navigation.

DATA SOURCE:  
GeoBase and Land Information Ontario

PROJECTION:  
Lambert Conformal Conic

DATE: March 11, 2014



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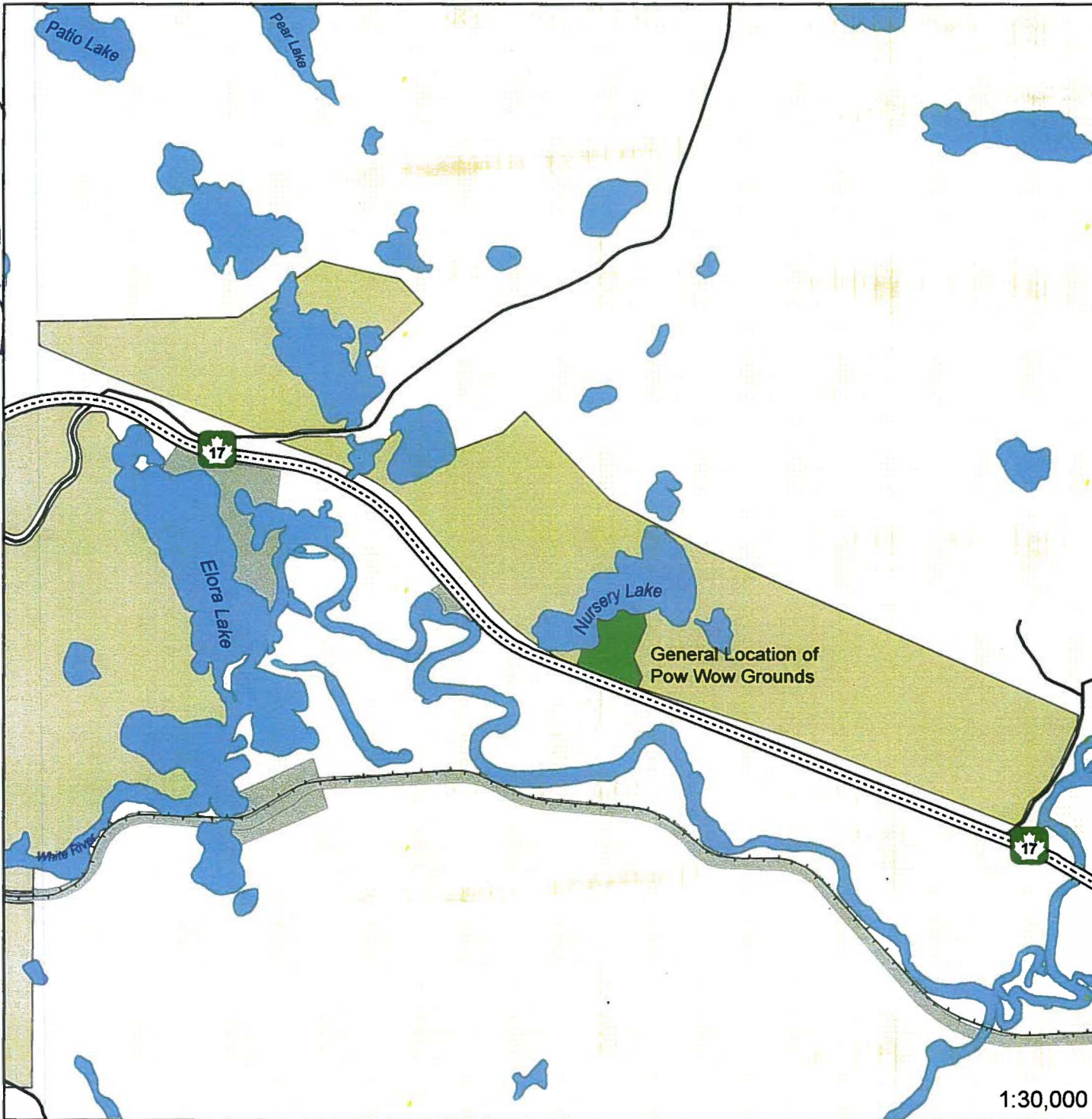
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**Schedule 19**  
**Sketch of Pow Wow Grounds**



## Schedule 19 - Sketch of the Pow Wow Grounds



0 250 500 1,000 Meters

### Legend

-  General Location of Pow Wow Grounds
-  Final Agreement Lands
-  Parcel
-  Trans-Canada Hwy
-  Roads
-  Railroad
-  Water

This is not a plan of survey. This map is for illustrative purposes only. Do not rely on it as being a precise indicator of routes, boundaries, location of features nor as a guide for navigation.

DATA SOURCE:  
GeoBase and Land Information Ontario

PROJECTION:  
Lambert Conformal Conic

DATE: March 11, 2014



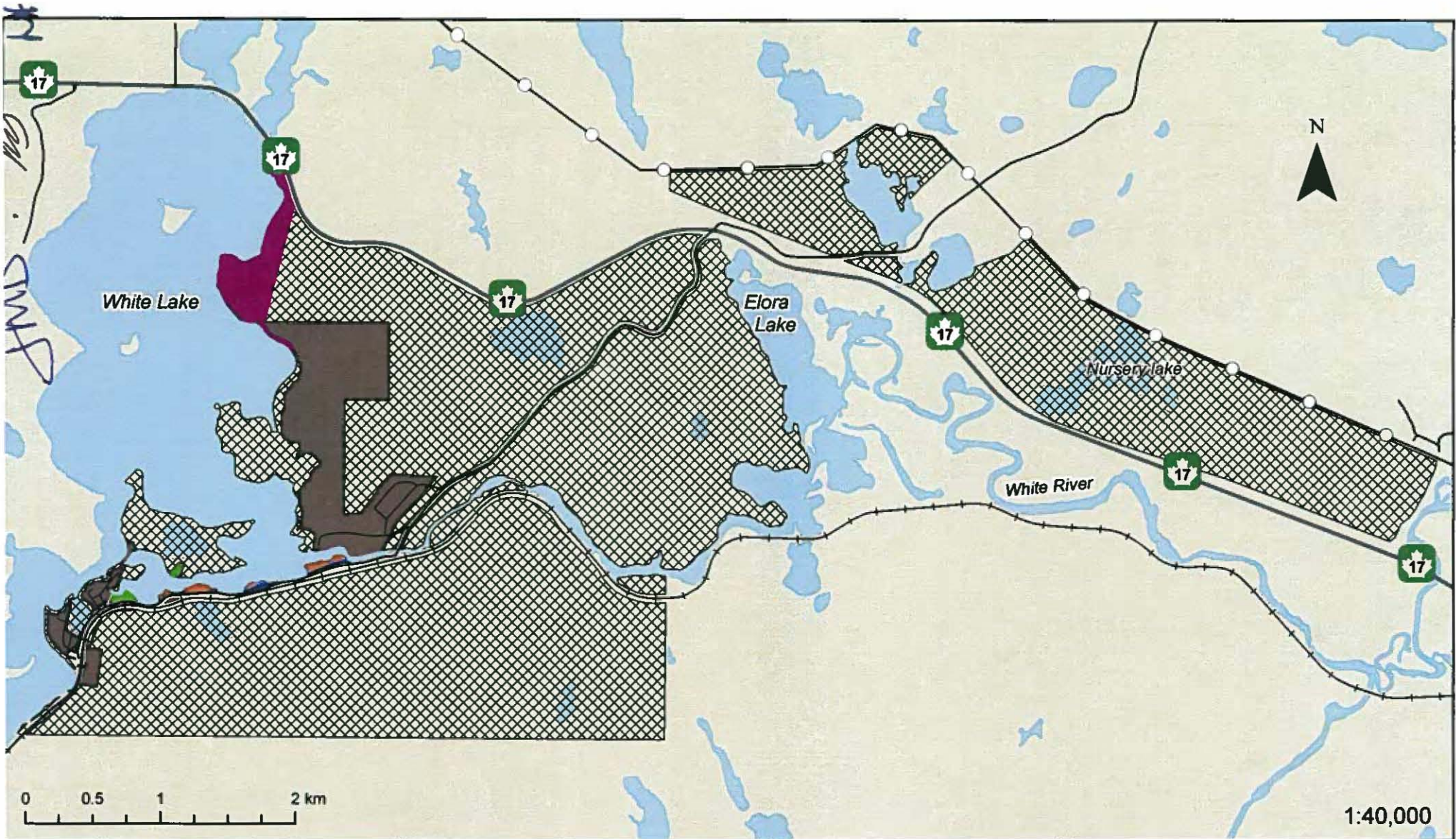
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**Schedule 20**  
**Sketch of the Lands**



## SCHEDULE 20 - PIC MOBERT FIRST NATION LAND AND LARGER LAND BASE FINAL AGREEMENT - LANDS

- |                           |                                |  |
|---------------------------|--------------------------------|--|
| Pic Moberg Reserve        | Roads                          | Part A Lands - Schedule 7                              |
| Lands - Schedules 1 and 2 | Water                          | Crown Lands North of the CPR Right of Way - Schedule 9 |
| Hydro Line                | LUP Lands - Schedule 6         |  |
| Railway                   | CPR Surplus Lands - Schedule 8 |  |

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