

THE ATTACHED DOCUMENT IS APPROVED BY THE REPRESENTATIVE OF EACH OF THE PARTIES TO THE TREATY LAND ENTITLEMENT FRAMEWORK AGREEMENT OF MANITOBA AND THE INDEPENDENT CHAIRPERSON OF THE TREATY LAND ENTITLEMENT IMPLEMENTATION MONITORING COMMITTEE, ON THE

11 DAY OF 06 MONTH OF 2018.

TREATY LAND ENTITLMENT COMMITTEE INC.



Chief Nelson Genaille, President

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Stephen Traynor, Regional Director General

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA



James Wilson, A/Deputy Minister

IMPLEMENTATION MONITORING COMMITTEE



Laren Bill, Independent Chairperson

FUTURE MINERAL ACCESS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, between:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs
and Northern Development (“Canada”)

- and -

THE _____ FIRST NATION

as represented by Chief and Council
(the “Entitlement First Nation”)

WHEREAS:

A. Canada, Manitoba, TLEC and the Entitlement First Nation have entered into the Entitlement First Nation’s Treaty Entitlement Agreement (the “TEA”) dated the ____ day of _____, _____.

B. Pursuant to the terms and conditions of the TEA and the Framework Agreement TLE Manitoba (the “Framework Agreement”), the Entitlement First Nation is able to Select and/or Acquire Land in the Province of Manitoba to be set apart as reserve for the use and benefit of the Entitlement First Nation.

C. The Entitlement First Nation has acquired the following land (the “Land”) for which the minerals thereunder have not been acquired or are not available to be acquired:

insert legal description

ensure mineral designation as on title

in the Province of Manitoba.

D. The Entitlement First Nation has passed a Band Council Resolution No. _____ dated the ____ day of _____, 20__, approving the terms of this Agreement and authorizing the Chief and Council to execute this Agreement on behalf of the Entitlement First Nation attached hereto as Schedule “A”.

NOTE TO DRAFT: THIS IS A CHOICE SECTION, CHOSE EITHER E1 OR E2. THE OTHER ONE IS TO BE DELETED.

- E. 1. The Third Party Interest Holder (“TPI Holder”) of the fee simple interest in Mines and Minerals in the Land (“the Minerals”) has advised in writing that they do not object to the Land being set apart (as reserve as set forth in a copy of their correspondence which is attached hereto as Schedule “B”); **OR**
2. After diligent efforts by the Entitlement First Nation, the Third Party Interest Holder (“TPI Holder”) of the fee simple interest in Mines and Minerals in the Land (“the Minerals”) has not been located; or, having been located, is unwilling to respond or has been unreasonable in their response to the request of the Entitlement First Nation to advise of their opinion regarding the Land being set apart as reserve (as set forth in copies of correspondence sent by the Entitlement First Nation being attached hereto collectively as Schedule “B”) and Canada having also contacted the TPI Holder of the Minerals and having not received a reasonable response within the reasonable time limit imposed by Canada (as set forth in copies of correspondence sent by Canada being attached hereto collectively as Schedule “C”) has agreed to move the Land forward for consideration to be set apart as reserve.
- F. The parties have agreed to proceed in accordance with this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. For the purposes of this Agreement, the term “TPI Holder” shall have the same meaning as a “Third Party” with a “Third Party Interest” as defined in Subsections 1.01(90) and 1.10(91) of the Framework Agreement.

2. Pursuant to Article 11 of the Framework Agreement and the Entitlement First Nation's undertakings herein, at the request of the Entitlement First Nation by Band Council Resolution, the Entitlement First Nation having complied with all the provisions of the Framework Agreement relating to the Land, Canada is prepared to recommend to the Governor in Council or the Minister of Indian Affairs and Northern Development, as the case may be, that the Land be set apart as reserve for the use and benefit of the Entitlement First Nation.

3. In consideration of the Land being set apart as reserve for the use and benefit of the Entitlement First Nation pursuant to the terms and conditions contained in the Framework Agreement:

(a) the Entitlement First Nation hereby provides the Entitlement First Nation's consent under the *Indian Act*, or pursuant to any legislation subsequent to or succeeding the *Indian Act*, to the issuance of the documentation required for permitting reasonable surface access on the Land to the Minerals as and when required by the TPI Holder; and

the Entitlement First Nation further agrees to and shall, at all times, be solely responsible for any and all demands, obligations, liabilities, losses, damages, claims, costs and expenses which Canada or any and all other persons or third parties may incur, suffer, or be required to pay because any TPI Holder or any party claiming through or under such TPI Holder was unable to obtain reasonable surface access to the Land as a result of any direct action of the Entitlement First Nation.

4. This Agreement shall survive and continue to the benefit of Canada, its heirs and successors, and is binding upon the Entitlement First Nation and its respective heirs, successors, legal representatives and permitted assigns for so long as required.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

Per: _____

THE _____ FIRST NATION as represented by the Chief and Council

Per: _____
Chief

Per: _____
Councillor

Per: _____
Councillor

Per: _____
Councillor

Per: _____
Councillor

(A quorum of Council is ___ members)

BCR for use with Future Mineral Access Agreement

(At a duly convened meeting)

WHEREAS the _____ First Nation is entitled to the benefits of Treaty _____; and,

AND WHEREAS the _____ First Nation has not received the full amount of land to which it is entitled under the terms of said treaty;

AND WHEREAS a Treaty Land Entitlement Framework Agreement was signed by the Treaty Land Entitlement Committee of Manitoba Inc., Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and Her Majesty the Queen in Right of Manitoba as represented by the Minister of Northern Affairs, on May 29, 1997; and,

AND WHEREAS the _____ First Nation Treaty Entitlement Agreement was subsequently executed on _____; and,

AND WHEREAS under Section 2.01 (b) of the Framework Agreement, the _____ First Nation is entitled to purchase (Acquire) up to _____ acres, to ultimately be set apart as Reserve lands; and

AND WHEREAS the _____ First Nation has acquired and identified the following lands to partially fulfil its outstanding treaty land entitlement:

Insert legal description

(the "Land")

AND WHEREAS the Land does not include ownership of the mines and minerals, which are held by a third party (the "Third Party Interest Holder");

PICK OPTION 1 (if Preamble E1 is used in the FMA agreement) or PICK OPTION 2 (if Preamble E2 is used in the FMA agreement) and delete the other:

- 1. AND WHEREAS the _____ First Nation has contacted the Third Party Interest Holder and they have advised that they have no concerns with the lands being set apart as reserve:**

OR

- 2. A) AND WHEREAS the _____ First Nation has attempted to contact the Third Party Interest Holder and they have not been located or having been located have been unwilling to respond or have been unreasonable in their response to the _____ First Nation;**

B) AND WHEREAS Canada has also contacted the Third Party Interest Holder and has not received a reasonable response from them within a reasonable time limit imposed by Canada;

AND WHEREAS the _____ First Nation wishes to proceed with the conversion of the Land without the mines and minerals;

AND WHEREAS Canada is prepared to proceed with the recommendation for the Land to be set apart as reserve subject to reasonable access for the Third Party Interest Holder to its mineral interests, if and when they may require it;

AND WHEREAS Canada and the _____ First Nation wish to enter into an agreement that provides for the Third Party Interest Holder to be allowed access to their mineral interests in the future, subject to certain conditions and restrictions that are yet to be determined as attached hereto as Schedule "A" (the "Future Mineral Access Agreement").

NOW THEREFORE BE IT RESOLVED that we, the Chief and Council of the _____ First Nation hereby authorize Chief and Council to execute the Future Mineral Access Agreement and any and all documents required to give effect to the Future Mineral Access Agreement.

DATED this _____ day of _____, _____.