

A LAND TRANSFER AGREEMENT respecting the steps and processes to create a reserve at South Indian Lake.

DATED

December 22, 2005

AMONG:

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 Aboriginal and Northern Affairs

- and -

O-PIPON-NA-PIWIN CREE NATION

a "band" within the meaning of the *Indian Act*

PREAMBLE:

- (A) On August 10, 1992 Manitoba signed a settlement agreement with the Community Association of South Indian Lake Inc. and The Manitoba Hydro Electric Board.
- (B) Under Article 4 of the CASIL Agreement, Manitoba agreed to set aside approximately 8,500 acres of crown land as land dedicated for the use and benefit of the Community of South Indian Lake, a community established pursuant to *The Northern Affairs Act*.
- (C) It was, and remains, the intent of Manitoba and the Community of South Indian Lake that this crown land be transferred by Manitoba to Canada to be set apart as a "reserve" within the meaning of the *Indian Act*.

- (D) On November 25, 2005, the Parties signed an Umbrella Agreement respecting the steps required to constitute O-Pipon-Na-Piwin Cree Nation as a "band" within the meaning of the *Indian Act* and, subject to the terms of this Agreement, set apart certain lands as reserve for OPCN at South Indian Lake.
- (E) On November 25, 2005, the Minister of Indian Affairs and Northern Development constituted OPCN as a "band".
- (F) OPCN has identified certain Crown Land and Private Land at South Indian Lake that it wishes Canada to set apart as Reserve.
- (G) Subject to the terms of this Agreement, Manitoba is prepared to transfer the Crown Land to Canada in partial fulfilment of its obligations under the CASIL Agreement.
- (H) Subject to the terms of this Agreement, Canada is prepared to accept the transfer of this Crown Land, and the Private Land identified by OPCN, and use its best efforts to have this land set apart as Reserve.

THE PARTIES AGREE AS FOLLOWS:

**PART A
INTERPRETATION AND PURPOSE**

1.0 Interpretation

1.01 Definitions

In this Agreement:

- (a) defined words or phrases have been identified in the text by the capitalization of the first letter of the words or the first letter of each word in phrases and the meanings are set out in Schedule "A";
- (b) the definition of defined words or phrases in one tense shall apply to all tenses as the context so requires; and
- (c) the singular includes the plural and vice versa.

1.02 Headings

Headings used in this Agreement are for ease of reference only, do not form part of this Agreement and shall not be used in the interpretation of this Agreement.

1.03 Schedules

The following Schedules are attached to, and form part of, this Agreement:

- A Definitions
- B Map showing the boundaries of the Identified Land
- C Land Inventory
- D Land Transfer Plan

2.0 Purpose of this Land Transfer Agreement

2.01 General approach and processes

This Agreement sets out general principles approaches and processes:

- (a) developed jointly by the Parties for the transfer to Canada of the land within the boundaries of the area identified on the map attached as Schedule "B"; and
- (b) by which Canada will use its best efforts to have the Identified Lands set apart as Reserve.

2.02 The Land Inventory

The Parties have prepared the Land Inventory, which is attached as Schedule "C", which:

- (a) sorts and categorizes the Identified Lands based upon certain identified common characteristics; and
- (b) identifies:
 - (i) the legal description of the parcel (where available);
 - (ii) in the case of Private Land, the registered owner and certificate of title number;
 - (iii) a description of all registered encumbrances (where applicable); and
 - (iv) where the parcel is used or occupied by a person whose use of the parcel is not subject to a registered interest, the name of that person and the use of the parcel being made by that person.

2.03 The Land Transfer Plan

The Land Transfer Plan, which is attached as Schedule "D" sets out specific approaches and processes for the transfer to Canada of particular parcels of the Identified Lands.

PART B LAND IDENTIFICATION AND THE LAND TRANSFER PLAN

3.0 **Identification of Land**

3.01 The Identified Lands

- (1) The Identified Lands are comprised of:
 - (a) Crown Land being land registered in the name of:
 - (i) Manitoba;
 - (ii) Canada Mortgage and Housing Corporation but administered by The Manitoba Housing and Renewal Corporation; and
 - (iii) The Manitoba Housing and Renewal Corporation; and
 - (b) Private Land (land owned by a person other than Manitoba).
- (2) The Identified Lands are comprised of surveyed lands which are described within registered plans of subdivision and unsurveyed lands.
- (3) The Identified Lands:
 - (a) include all roads, and road allowances within their boundaries; and
 - (b) exclude the ferry landing and airport located at South Indian Lake.

3.02 Additional crown lands under the CASIL Agreement

- (1) Manitoba acknowledges that, under the CASIL Agreement, Manitoba has committed to set aside crown land under the CASIL Agreement in addition to the Crown Land within the Identified Lands.
- (2) The location of this additional crown land will be determined in the manner provided in the CASIL Agreement.
- (3) Parts C and D will apply to these additional crown lands, once the location of them has been determined, with the necessary modifications.

- (4) Once the location of these additional crown lands has been determined, the Parties will amend the Land Transfer Plan to sets out the relative order, specific approaches and processes for the transfer to Canada of these lands.

3.03 Land not dealt with under this Agreement

- (1) Where land which is not Identified Land is purchased or otherwise obtained by OPCN which OPCN wishes Canada to set apart as Reserve, the land will not be dealt with in accordance with this Agreement.
- (2) Land that OPCN "selects" (as that term is defined in accordance with the Treaty Entitlement Agreement executed among OPCN, Treaty Land Committee of Manitoba, Inc., Canada and Manitoba) will be dealt with in accordance with that agreement.

3.04 Boundaries

- (1) The map attached as Schedule "B" shows an approximation of the boundaries of the Identified Lands.
- (2) The boundaries will be developed in more detail by OPCN and Manitoba in accordance with Subsections (3) through (6) and then confirmed by survey (where necessary).
- (3) In developing the more precise boundaries of unsurveyed land within the Identified Lands a more detailed map of these lands will be required which will be either:
 - (a) a 1:50,000 scale National Topographical Series map on which the land has been clearly identified by fine point pen; or
 - (b) a digital map produced from a base map of at least 1:50,000 scale on which the land has been clearly identified and a paper copy of that map that includes a notation of the source of the base map.
- (4) In developing the more precise boundaries of unsurveyed land within the Identified Lands, OPCN and Manitoba will work to ensure that the boundaries of these lands are:
 - (a) bounded by straight lines;
 - (b) fewer, rather than more numerous in number; and
 - (c) longer, rather than shorter in length,

provided that this Subsection does not apply to a boundary to be determined by a natural boundary.

- (5) Where any parcel of the Identified Land is adjacent to a navigable waterway, the water boundaries of the parcel will be the ordinary high water mark for that body of water as it prevails after modification of the water regime by any hydro-electric development or water diversion project and will not include within the boundary any portion of the bed or the banks of the body of water below the ordinary high water mark.
- (6) Manitoba may, as a matter of policy and with the agreement of OPCN make adjustments to the boundaries of any unsurveyed lands within the Identified Lands proposed by OPCN so as to straighten the proposed boundaries, and, in so doing, may take into account specific physical and geographic factors and, if that happens:
 - (a) the amount of land added to the parcel as a result of the adjustment of the boundaries will be determined by agreement; and
 - (b) the amount of land added to the parcel as a result of the adjustment of the boundaries will not be applied against the amount of crown land that Manitoba has agreed to set aside for OPCN under the CASIL Agreement.

3.05 Canada and Manitoba not responsible for land assembly costs

Canada and Manitoba will not be responsible for the payment of:

- (a) any costs associated with the identification of land by OPCN or its agents or other representatives and the approval of a parcel by OPCN or its agents or other representatives;
- (b) any costs paid or payable by OPCN, its agents or other representatives, in relation to or arising out of the identification or assembly of any land by OPCN including, without limitation, any monies paid or payable to the registered owner of Private Land, real estate agent or broker commissions, legal fees and disbursements, applicable taxes, land search and transfer costs; and
- (c) any costs associated with removing, discharging or accommodating Third Party Interests.

4.0 **The Land Transfer Plan**

4.01 Land transfer to occur in accordance with the Land Transfer Plan

- (1) The parties have developed the Land Transfer Plan which sorts and categorizes the parcels of land making up the Identified Lands based upon certain identified common characteristics.
- (2) The parties intend to deal with the transfer to Canada of the Identified Lands by dealing with lands that have common characteristics at the same time, to the extent practicable.
- (3) As each category of lands is considered by the Parties, the objective will be, subject to the terms of this Agreement, to conclude with the transfer to, and acceptance by, Canada of the parcels within that category and the parties will proceed with due diligence and use best efforts to implement the Land Transfer Plan.
- (4) Once the parcels have been accepted by Canada, Canada will then, subject to terms of this Agreement, use its best efforts to have the parcels set apart as Reserve.

4.02 Updates to the Land Transfer Plan

- (1) The categorization of particular parcels of land in the Land Transfer Plan is intended as a guide only.
- (2) Particular parcels may be moved from one category to another as the circumstances may require and the Parties may agree.
- (3) Parcels in more than one category may be dealt with at one time, as the Parties may agree.
- (4) Nothing in this Agreement, or the Land Transfer Plan, requires all of the land in a category to be dealt with at one time and, where the Parties agree:
 - (a) there are parcels of land within a particular category that are ready to be transferred to Canada or to be set apart as Reserve, those parcels may be dealt with even though some, or all, of the other parcels in that category are not ready to be similarly dealt with; and

- (b) there are parcels of land within a particular category that are not ready to be transferred to Canada to be set apart as Reserve, those parcels may be dealt with later than the other parcels in the same category.
- (5) The Parties will update the Land Transfer Plan as necessary through its life (but at least annually) to:
- (a) maintain flexibility with respect to the process for the transfer of the Identified Lands to Canada;
 - (b) incorporate new and best practices; and
 - (c) reflect any agreed-upon changes.

4.03 Relationship of the Land Transfer Plan to this Agreement

- (1) The Land Transfer Plan, although part of this Agreement, does not create legal obligations among the Parties.
- (2) The Land Transfer Plan represents practical working arrangements among the parties, agreed to from time to time, for the purpose of implementing this Agreement.

4.04 Work to be undertaken immediately

- (1) In order to facilitate the transfer of the Identified Lands generally, the parties agree that the following work will be undertaken immediately:
 - (a) confirmation of the Hydro Easement, and determination of the Easement Line, throughout the Identified Lands;
 - (b) development of a blanket permit for purposes of the distribution of electricity;
 - (c) development of a blanket permit for purposes of the provision of telephone services; and
 - (d) surveying of parcels that will need to have separate legal titles to facilitate transfer to Canada, including the community hall, the Oscar Blackburn School, the Northern Store manager's mobile home, the water treatment plant, the nurse's trailers, and the Hard Rock Gas Bar.
- (2) Some of the work described in Subsection (1) has already been done in respect of some of the Identified Lands.

**PART C
LAND TRANSFER PROCESS**

5.0 Environmental Site Assessment and survey requirements

5.01 Environmental Site Assessment

- (1) As the first step leading towards the transfer of each parcel of Crown Land and Private Land to Canada, Canada will undertake, or cause to be undertaken, at its cost an Environmental Site Assessment of that parcel.
- (2) Environmental Site Assessments have already been undertaken of much of the Identified Lands and Canada and OPCN agree that:
 - (a) where, in respect of a particular parcel, the Environmental Site Assessment is less than two years old, another assessment will not be necessary; and
 - (b) where, in respect of a particular parcel, an Environmental Site Assessment is required, that assessment will be undertaken at the time the parties are proceeding with the category of land in the Land Transfer Plan in which the parcel has been categorized.
- (3) Where an Environmental Site Assessment determines that remediation or other improvement or work is required the results of the Environmental Site Assessment will be deemed to be unsatisfactory to Canada and OPCN for the purposes of Paragraph 5.04(a) and Sections 7.01(1) and 8.01(3):
 - (a) unless Canada and OPCN otherwise agree; or
 - (b) until the remediation or other improvement or work has been carried out.

5.02 Survey requirements

- (1) Prior to any parcel being set apart as Reserve by Canada, the parcel will be surveyed in accordance with the then-current technical standards and requirements of the Department of Indian Affairs and Northern Development and the Surveyor General of Canada.
- (2) Despite Subsection (1), where any land is:
 - (a) wholly described in a certificate of title or deed;
 - (b) referenced to the existing township survey fabric; or

- (c) capable of being legally described in a form satisfactory to Canada and Manitoba

then no survey of that parcel is required for the purpose of setting the parcel apart as Reserve by Canada.

- (3) All surveys of land conducted under this Agreement will meet the standards and requirements set from time to time by the Director of Surveys or the Examiner of Surveys of the Province of Manitoba and the Surveyor General of Canada.

5.03 Cost of surveys

Where a survey of Crown Land is required, Manitoba will at its cost, undertake, or cause to be undertaken, the required survey.

5.04 Period for completion of survey of land

Where a survey of a parcel is required, Manitoba will commence the process of completing the survey of the parcel as soon as practicable (but in any event not later than 12 months) after the last of the following events have occurred:

- (a) Canada and OPCN are both satisfied with the results of the Environmental Site Assessment of the parcel;
- (b) Canada has determined that the parcel satisfies the site-specific criteria of the Additions to Reserves Policy; and
- (c) in the case of Crown Land (and if necessary to properly identify the parcel), Canada, Manitoba and OPCN have signed a land selection photo base map of the parcel or plan of survey.

6.0. **Interim steps to be taken with respect to Crown Land**

6.01 Manitoba not to make further dispositions

- (1) Manitoba has entered the Crown Land on the Crown Land register maintained by Manitoba.
- (2) Manitoba will not make any further Dispositions or issue any further quarry leases or quarry permits under *The Mines and Minerals Act* in respect of the Crown Land.

6.02 Crown Land use permit

- (1) When provided for in the Land Transfer Plan or the Municipal Development and Services Agreement, Manitoba will issue a Crown Land use permit to OPCN which will provide OPCN with the exclusive right to use and occupy a parcel of Crown Land, subject to any existing Third Party Interests, until, with respect to a particular parcel:
 - (a) the acceptance by Canada of administration and control of the parcel from Manitoba; or
 - (b) if Canada does not accept administration and control of the parcel from Manitoba by virtue of the provisions of this Agreement, Manitoba and OPCN agree the Crown Land use permit should terminate.
- (2) OPCN may not:
 - (a) create, or permit to be created, any Third Party Interest; or
 - (b) construct or authorize the construction of any permanent improvement

in or on any Crown Land in respect of which a Crown Land use permit has been issued in accordance with Subsection (1) unless expressly provided for in the Crown Land use permit or, where the Crown Land use permit does not expressly provide, the prior written consent of Canada and Manitoba has been provided, which consent will not be unreasonably withheld.
- (3) Where a parcel of Crown Land has community infrastructure or housing located on it and that community infrastructure or housing is to be demolished, replaced, repaired or upgraded in accordance with the Capital Upgrading Funding Management Agreement, a Crown Land use permit issued by Manitoba in respect of that parcel of Crown Land will permit the demolition, replacement, repair or upgrading of that community infrastructure or housing
- (4) A Crown Land use permit of the nature described in Subsection (3) may also permit OPCN to grant rights to occupy that Crown Land, including sub-letting any community buildings or social housing located on that Crown Land.
- (5) Manitoba will not be responsible for any loss, or damage, resulting from the use, or occupation, by OPCN, or any person, of the Crown Land pursuant to a Crown Land use permit issued in accordance with Subsection (1).

7. Transfer of Lands and Interests from Manitoba to Canada

7.01 General process for dealing with Crown Land and Interests

- (1) Upon the Environmental Site Assessment of a parcel of Crown Land being completed (where an Environmental Site Assessment has not already been undertaken or where an Environmental Site Assessment has been undertaken but is more than two years old) Canada and OPCN will each review the results of that Environmental Site Assessment to determine whether the results are satisfactory.
- (2) Upon Canada and OPCN both being satisfied with the results of that Environmental Site Assessment, Canada will determine whether the parcel satisfies the site-specific criteria of the Additions to Reserves Policy.
- (3) Upon Canada determining the parcel satisfies the site-specific criteria of the Additions to Reserves Policy, Canada will determine whether a survey is required in accordance with Section 5.02, and, where a survey is required, advise Manitoba to undertake or cause to be undertaken the survey of the parcel.
- (4) Upon the survey being completed, OPCN will, by resolution of its council, confirm the boundaries of the parcel and provide a copy of that resolution to Canada and Manitoba.
- (5) Upon:
 - (a) OPCN confirming the boundaries of the parcel;
 - (b) a legal description of the parcel being provided by Canada to Manitoba; and
 - (c) the resolution of all Third Party Interests in the parcel as contemplated in Article 10.0,

Manitoba undertakes to transfer to Canada, by order in council, administration and control of all interests of Manitoba in that land, including any Crown Reservations and Residual Crown Interests.

7.02 Subsequent transfer of interests

Where land is set apart as Reserve under this Agreement which is subject to a Third Party Interest at the time it is set apart, Manitoba undertakes to transfer to Canada, by order in council, administration and control of all interests of Manitoba in the Third Party Interest, including any Crown Reservations and Residual Crown Interests which revert to Manitoba or are purchased or otherwise obtained by OPCN after the land is set apart as Reserve.

7.03 Transfer of Crown Land to Canada to include infrastructure

(1) Where Crown Land has constructed on it:

- (a) houses;
- (b) rental properties administered by Manitoba Housing and Renewal Corporation;
- (c) community infrastructure; or
- (d) the Oscar Blackburn School, related teacherages and bus garage

the transfer of that Crown Land from Manitoba to Canada will include those improvements and fixtures.

(2) Canada will accept those improvements and fixtures in "as is" condition at the time the Crown Land on which they are constructed is transferred and the condition of those improvements and fixtures will not delay:

- (a) Canada accepting the transfer of that Crown Land; and
- (b) Canada using its best efforts to set that Crown Land apart as Reserve.

7.04 Undertaking by Canada to accept parcel

Where Manitoba has transferred administration and control of the interests of Manitoba in a parcel to Canada in accordance with Section 7.01 or 7.02, Canada undertakes to accept administration and control of those interests by instrument under the *Federal Real Property and Federal Immovables Act* or otherwise.

7.05 Licence to be issued by Canada

- (1) Upon the acceptance by Canada of administration and control of a parcel of Crown Land from Manitoba, any Crown Land use permit issued in accordance with Subsection 6.02(1) will terminate and Canada will, when provided for in the Land Transfer Plan, issue to OPCN a licence to occupy the land on the same terms until such time as:
 - (a) the land is set apart as Reserve; or
 - (b) Canada has advised OPCN in accordance with Paragraph 9.05(3)(a) that it will not set the land apart as Reserve,whichever occurs first.
- (2) Upon the issuance by Canada of a licence to OPCN to occupy the land, OPCN may not:
 - (a) create, or permit to be created, any Third Party Interest; or
 - (b) construct or authorize the construction of any permanent improvement,in or on any land in respect of which a licence has been issued by Canada in accordance with Subsection (1) unless expressly provided for in the licence or, where the licence does not expressly provide, the prior written consent of Canada has been provided, which consent will not be unreasonably withheld.
- (3) Where a parcel of Crown Land has community infrastructure or housing located on it and that community infrastructure or housing is to be demolished, replaced, repaired or upgraded in accordance with the Capital Upgrading Funding Management Agreement, a licence issued by Canada in respect of that parcel of land will permit the demolition, replacement, repair or upgrading of that community infrastructure or housing.
- (4) Canada will not be responsible for any loss, or damage, resulting from the use, or occupation, by OPCN, or any person, of land pursuant to a licence issued in accordance with Subsection (1).

8.0 Transfer of Private Land

8.01 Process for dealing with Private Land

- (1) At, or before, the point in time provided in the Land Transfer Plan that a parcel of Private Land is to be transferred to Canada, as a first step in that process, OPCN will provide to Canada:

- (a) a description of the parcel sufficient to identify it on the Land Inventory;
 - (b) a declaration from the registered owner of the parcel confirming that the registered owner wishes the parcel to be set apart as Reserve;
 - (c) a copy of a surveyor's building location report and certificate provided to OPCN by the registered owner of the parcel, if any; and
 - (d) a resolution of its council requesting Canada to proceed with the steps set out in Subsections (2) through (4).
- (2) Upon OPCN satisfying its obligations under Subsection (1), and where an Environmental Site Assessment has not already been undertaken or where an Environmental Site Assessment has been undertaken but is more than two years old, Canada will undertake an Environmental Site Assessment of a parcel of Private Land.
- (3) Upon the Environmental Site Assessment of the parcel of Private Land being completed, Canada and OPCN will each review the results of that Environmental Site Assessment to determine whether the results are satisfactory.
- (4) Upon Canada and OPCN both being satisfied with the results of that Environmental Site Assessment, Canada will:
- (a) advise Manitoba that the parcel of Private Land is being considered for setting apart as Reserve and requesting Manitoba to identify any interests of Manitoba in the parcel that need to be addressed; and
 - (b) determine whether the parcel satisfies the site-specific criteria of the Additions to Reserves Policy.
- (5) Upon the resolution of all Third Party Interests that affect the parcel as contemplated in Article 10.0, OPCN will:
- (a) by resolution of its council:
 - (i) confirm the boundaries of the parcel; and
 - (ii) request Canada to set the parcel apart as Reserve and provide a copy of that resolution to Canada and Manitoba; and

- (b) provide to Canada:
 - (i) a registerable transfer of the title executed by the registered owner of the parcel and all other documents necessary to vest title to the land in Canada free and clear of all registered liens, charges and encumbrances other any Canada is prepared to accept as contemplated in Article 10.0;
 - (ii) a declaration as to possession from the registered owner of the parcel in the form generally used in real property conveyancing in the Province of Manitoba; and
 - (iii) a certificate of independent legal advice from a lawyer confirming that the lawyer has, among other matters, explained to the registered owner of the parcel the legal effect on the owner's rights of the parcel being set apart as Reserve.
- (6) Upon OPCN providing the resolution referred to in Paragraph (5)(a), Manitoba will transfer to Canada, by order in council, administration and control of all interests of Manitoba in the parcel, including any Crown Reservations and Residual Crown interests in accordance with Section 7.01 or 7.02.
- (7) Upon OPCN satisfying its obligations in accordance with Subsection (5), and Manitoba satisfying its obligations in accordance with Subsection (6), Canada will:
 - (a) register the transfer of land referred to in Subparagraph (5)(b)(i) in the appropriate Land Titles Office; and
 - (b) accept administration and control of the interests transferred to it by Manitoba in accordance with Subsection (7).

8.02 Involvement of Manitoba in the transfer of Private Land

- (1) Manitoba will discuss with Canada, OPCN and the owners of any Private Land presently subject to mortgages in favour of Canada Mortgage and Housing Corporation under the "Rural and Native Housing Program" means by which that land may be transferred to Canada. Manitoba will write off its interest in any mortgage registered against that land upon transfer to Canada.
- (2) Despite Section 3.04, Manitoba will:
 - (a) at its cost, make independent legal advice available to the registered owner of any Private Land who requests legal advice on the transfer of their land to Canada under this Agreement; and

- (b) pay the reasonable fees and disbursements of a lawyer to prepare, and have executed, the documents referred to in Paragraph 8.01(5)(b) .

8.03 No expropriation

Neither Canada nor Manitoba will expropriate any Private Land for the purposes of this Agreement.

9.0 **Setting Apart of Land as Reserve by Canada**

9.01 Canada to set land apart as Reserve

(1) Where, in the case of Crown Land:

- (a) Manitoba has transferred to Canada administration and control of the interests of Manitoba in a parcel of Crown Land in accordance with Section 7.01 or 7.02; and
- (b) Canada has accepted administration and control of the interests transferred to it by Manitoba in accordance with Section 7.04

Canada undertakes to proceed with due diligence and to use its best efforts to set apart that land as Reserve.

(2) Where, in the case of Private Land:

- (a) title has issued to Canada free and clear of all registered liens, charges and encumbrances other any Canada is prepared to accept as contemplated in Article 10;
- (b) Manitoba has transferred to Canada administration and control of the interests of Manitoba in the Selection in accordance with Section 7.01 or 7.02; and
- (c) Canada has accepted administration and control of the interests transferred to it by Manitoba in accordance with Section 7.04

Canada undertakes to proceed with due diligence and to use its best efforts to set apart that parcel as Reserve.

- (3) In the case of land to which Subsection (2) applies, Canada will request the District Registrar of the proper Land Titles Office to cancel the certificate of title in accordance with Section 57 of *The Real Property Act*.

- (4) Upon the setting apart of land as Reserve under this Agreement, the legal description, survey plans of the land or other instruments by which the land was set apart as Reserve will be registered by Canada in the proper Land Titles Office and a duplicate registered copy provided to OPCN and Manitoba.

9.02 Application of the *Manitoba Claims Settlement Implementation Act*

The *Manitoba Claims Settlement Implementation Act* applies to this Agreement.

9.03 Characterization of Identified Lands for purposes of the Additions to Reserve Policy

Canada confirms that proposals to set the Identified Lands apart as Reserve will be considered as being proposals made pursuant to a specific ministerial commitment that was mandated and resourced and therefore categorized as proposals to fulfill a "legal obligation" to OPCN for the purposes of the Additions to Reserve Policy.

9.04 Reserve may consist of non-contiguous parcels

Canada recognizes that the approach of the parties to the transfer of the Identified Lands, as set out in the Land Transfer Plan, will not, in the short term, result in the Reserve being a single, contiguous parcel of land and Canada agrees that the configuration of the Reserve, at any point in time, will not be used to delay:

- (a) the acceptance by Canada of a transfer of any Crown Land or Private Land;
or
- (b) Canada using its best efforts to set any Crown Land or Private Land apart as Reserve.

9.05 No representation or warranty by Canada that a particular parcel of land will be set apart as Reserve

- (1) Nothing in this Agreement constitutes any representation or warranty of any kind or nature whatsoever by Canada that any particular parcel of land will, with certainty, be set apart as Reserve and Canada will not be liable for any losses, damages or expenses of any kind or nature (direct or indirect) howsoever incurred by OPCN as a result of or in any way arising from Canada not setting a particular parcel of land apart as Reserve.
- (2) Subsection (1) does not diminish, absolve or otherwise affect Canada's undertaking in Section 9.01 to proceed with due diligence and to use its best efforts to set the Identified Lands apart as Reserve .
- (3) Where the administration and control of a parcel has been accepted by Canada or title to a parcel has been transferred to and accepted by Canada and the Minister of Indian Affairs and Northern Development of Canada has declined to set the parcel apart as Reserve, Canada will:

- (a) provide to OPCN and Manitoba a written statement of the reasons why the land has not been and will not be set apart as Reserve; and
- (b) if the land is Private Land, provide to the former registered owner of the parcel a registerable transfer of title to the parcel sufficient to permit legal title to vest in the name of the former registered owner and Canada will pay the costs of registering that transfer in the appropriate Land Titles Office.

PART D:

THIRD PARTY INTERESTS

10.0 Third Party Interests

10.01 Requirement to resolve Third Party Interests

- (1) It is anticipated that some or all of the Crown Land and Private Land may be encumbered by one or more Third Party Interests.
- (2) Third Party Interests which affect any land must be resolved to the satisfaction of Canada, Manitoba, OPCN and the holder of the Third Party Interest prior to:
 - (a) in the case of Crown Land, the transfer by Manitoba to Canada of administration and control of that Crown Land or any interest in that Crown Land; or
 - (b) in the case of Private Land, OPCN providing to Canada the documents referred to in Paragraph 8.01(5)(b) in respect of that Private Land.

10.02 Methods of resolving Third Party Interests

- (1) Without limiting Subsection 10.01(2), a Third Party Interest may be resolved in any of the following ways:
 - (a) the Third Party Interest may be transferred to OPCN in accordance with an agreement between OPCN and the Third Party;
 - (b) the Third Party may consent to the cancellation of the Third Party Interest;
 - (c) the Third Party Interest may continue until it expires;

- (d) where the Third Party Interest is under a permit, licence, lease or other authorization issued by Manitoba, by Manitoba withdrawing, cancelling or not renewing the permit, licence, lease or other authorization issued, where Manitoba determines that:
 - (i) the Third Party is not using the land as required in accordance with the permit, licence, lease or other authorization;
 - (ii) the land is being under-utilized for the purpose required under the permit, licence, lease or other authorization, and as a result Manitoba adjusts the area of the land under the permit, licence, lease or other authorization;
 - (iii) land is no longer required by the Third Party for the purpose intended or has been abandoned; or
 - (iv) the Third Party has failed to meet any conditions or requirements necessary to maintain the Third Party Interest in good standing;
- (e) where the Third Party Interest is an interest in land at common law, the interest may continue or may be replaced with a Replacement Interest to come into force upon the administration and control of the land being transferred to and accepted by Canada or legal title to the land being vested in Canada and continue upon the land being set apart as Reserve;
- (f) where the Third Party Interest is not an interest in land at common law, but is issued in accordance with legislation of Manitoba, the interest may be replaced with a Replacement Interest where legislation of Canada authorizes the issuance of a similar interest in land under the administration and control of Canada, to come into force upon the administration and control of the land being transferred to and accepted by Canada or legal title to the land being vested in Canada and continue upon the land being set apart as Reserve;
- (g) where the Third Party Interest is not an interest in land at common law, but is issued in accordance with legislation of Manitoba, the interest may be replaced with a Replacement Interest where the *Indian Act* authorizes the issuance of a similar interest in Reserve, to come into force upon the land being set apart as Reserve and any requirements provided for in the *Indian Act* being satisfied; or
- (h) in any other way which Canada, Manitoba, OPCN and the Third Party may agree.

- (2) Where a Third Party Interest is to be replaced with a Replacement Interest in accordance with Paragraphs (1)(e), (f) or (g), the Third Party Interest will be cancelled by the parties to that interest executing the appropriate documents; and:
- (a) where it appears likely that, upon acceptance by Canada of administration and control of the land or title to the land being transferred to Canada, the land will be immediately set apart as Reserve and:
 - (i) the Third Party Interest is an interest in land at common law or is not an interest in land at common law but is issued in accordance with the legislation of Manitoba;
 - (ii) the *Indian Act* authorizes the issuance of a similar interest in Reserve; and
 - (iii) the requirements of section 12 or 13 (as the case may be) of the *Manitoba Claims Settlement Implementation Act* have been satisfied,the Minister may issue a Replacement Interest to take effect at the time the lands are set apart as Reserve; or
 - (b) where it appears likely that, upon acceptance by Canada of administration and control of the land or title to the land being transferred to Canada, the land will not be immediately set apart as Reserve:
 - (i) Canada will grant to the Third Party a Replacement Interest in a form satisfactory to Canada, OPCN and the Third Party pursuant to the *Federal Real Property and Federal Immovables Act* or other legislation of Canada which authorizes the issuance of the Replacement Interest; and
 - (ii) upon the land being set apart as Reserve, Canada and OPCN will consider converting the Replacement Interest to an interest authorized under the *Indian Act*, provided that where a conversion of the interest cannot be readily achieved, the Replacement Interest will remain as an interest in the land pursuant to the *Federal Real Property and Federal Immovables Act* or other legislation of Canada which authorizes the issuance of the Replacement Interest.
- (3) Neither Canada nor Manitoba will expropriate any Third Party Interest for the purposes of this Agreement.

10.03 Interests of Indians who have made improvements to lands

- ✶ (1) Where an "Indian", within the meaning of the *Indian Act*, is in possession of Crown Land or Private Land that is intended to be transferred to Canada and set apart as reserve and that person has made permanent improvements to that land, OPCN will need to obtain from that person a quit claim and release in favour of Canada of all interests that person has in those permanent improvements and, in the case of Crown Land, that land before the land is transferred to Canada.
- (2) Without limitation, the interests of a person to whom Subsection (1) applies may be dealt with by issuing to that person a Replacement Interest where OPCN and that person have agreed on the form of the Replacement Interest and where the *Indian Act* authorizes the issuance of that interest in Reserve, to come into force upon the land being set apart as Reserve and any requirements provided for in the *Indian Act* being satisfied.

10.04 Legal advice for some Third Party Interest holders

Despite Section 3.04, Manitoba will:

- (a) at its cost, make independent legal advice available to the registered holder of Crown Land lease or permit that requests legal advice on the transfer of the land in respect of which that person holds a lease or permit to Canada; and
- (b) pay the reasonable fees and disbursements of a lawyer to prepare, and have executed, any quit claims and releases of the nature referred to in Subsection 10.03(1).

11.0 **Interests of Manitoba Hydro**

11.01 Hydro Easement and determination of Easement Line

- (1) Where Identified Land is adjacent to Southern Indian Lake that land, once set apart as Reserve, will be subject to an easement in favour of Manitoba and Manitoba Hydro .
- (2) Where land is be subject to a Hydro Easement, and the Easement Line has not, as of the Date of this Agreement, already been determined and surveyed, Manitoba Hydro shall determine the location of the inland boundary of the Hydro Easement in accordance with Subsection (4).
- (3) The Easement Line will be determined within 18 months from the date of this Agreement, except where impractical due to weather or other conditions and in that event as soon thereafter as may be reasonably practicable.

- (4) The Easement Line shall be determined by a professional engineer registered to practice in Manitoba identified by Manitoba Hydro in accordance with a process and methodology which shall:
 - (a) be based on a process and methodology developed to consider the flooding, erosion and, where appropriate, ice formations and effects relating to the hydro-electric development or water diversion project;
 - (b) be based on a combination of flood and wind events having a probability of occurrence of once every 100 years;
 - (c) apply a methodology developed by the United States Army Corps of Engineers in calculating wind setup and wave uprush values; and
 - (d) include estimates of erosion based on geotechnical studies to provide sufficient shoreline offset to accommodate long-term erosion.
- (5) As soon as reasonably practicable after the determination of the Easement Line in accordance with Subsection (4), Manitoba shall, subject to Section 11.02:
 - (a) undertake or cause to be undertaken a survey of the Easement Line by photogrammetric methods;
 - (b) produce or cause to be produced explanatory plans of the Easement Line of a nature referred to in section 31 of the *Canada Lands Surveys Act*; and
 - (c) provide copies of the explanatory plans to Canada and OPCN.
- (6) OPCN will, as soon as reasonably practicable after receipt of the explanatory plans referred to in Subsection (5), affirm, if that is the case, that the description of the land below the Easement Line is approved by OPCN.

11.02 Field survey of land to be developed

Where an Easement Line is located in an area that is developed by OPCN or in an area proposed to be developed by OPCN, Manitoba will, at its cost, and where the Easement Line is not already surveyed, cause the Easement Line to be demarcated on the land by field survey methods:

- (a) within 12 months of the determination of the Easement Line where the area adjacent to the Easement Line is developed by OPCN; and

- (b) within 12 months of notice in writing from OPCN that the area adjacent to the Easement Line is proposed to be developed by OPCN

except where impractical due to weather or other conditions, and in that event, as soon thereafter as may be reasonably practicable.

11.03 Land Below Easement Line not applied under CASIL Agreement

The area of Identified Land below the Easement Line and subject to the Hydro Easement shall not be applied against the amount of crown land that Manitoba has agreed to set aside for OPCN under the CASIL Agreement.

11.04 Riparian Rights

OPCN shall have the same riparian rights in land set apart as Reserve under this Agreement as Nisichawayasihk Cree Nation may have in respect of its existing reserves.

PART E IMPLEMENTATION

12.0 **Best Efforts and Undertakings**

12.01 Undertaking of Parties

- (1) OPCN, Canada and Manitoba agree that they will, in good faith, use their best efforts to fulfill the terms of this Agreement.
- (2) Despite Subsection (1), where:
 - (a) a parcel of Crown Land has community infrastructure located on it;
 - (b) that community infrastructure is to be repaired or upgraded in accordance with the Capital Upgrading Funding Management Agreement; and
 - (c) OPCN is in default of its obligations under the Capital Upgrading Funding Management Agreement in respect of the demolition, replacement, repair or upgrading of that community infrastructure

Canada is not obliged to accept, administration and control of that Crown Land until the default of OPCN has been remedied.

12.02 Implementation ongoing process

- (1) Each party agrees to identify two persons who will be responsible for:
 - (a) meeting, when required, with the persons identified by the other parties for the purposes described in Paragraphs (b) and (c);
 - (b) reviewing and, where necessary, updating the Land Transfer Plan ;
and
 - (c) without limiting Paragraph (b), recommending to the parties updates to the Land Transfer Plan.
- (2) Each party will bear the costs of the persons identified by it in participating in any of the meetings contemplated in Paragraph (1)(a).
- (3) Canada and Manitoba will make every reasonable effort to accommodate OPCN in minimising its costs in participating in any meeting contemplated in Paragraph (1)(a), including conducting the meeting by teleconference or attending at the Reserve, or at some location in South Indian Lake, for the purpose of participating in the meeting.

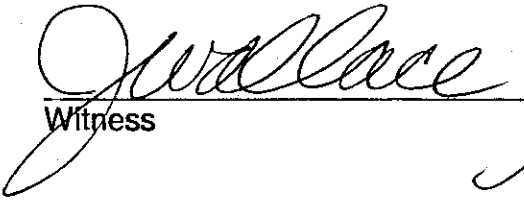
13.0 Coming into force

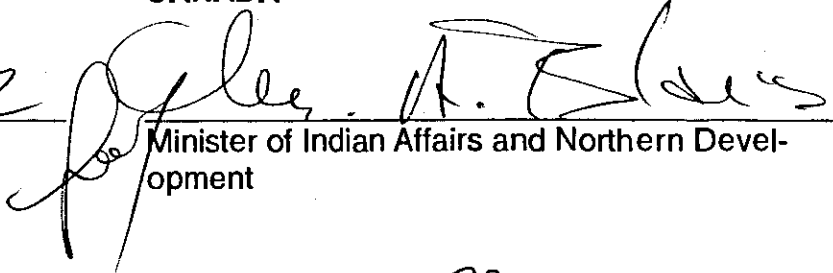
This Agreement comes into force on the date that the OPCN has executed those agreements identified in Section 3.01 of the Umbrella Agreement.

IN WITNESS WHEREOF the authorized representatives of the Parties have signed this Agreement on the dates shown below.

Signed in the presence of:

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**

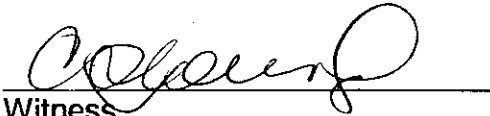

Witness

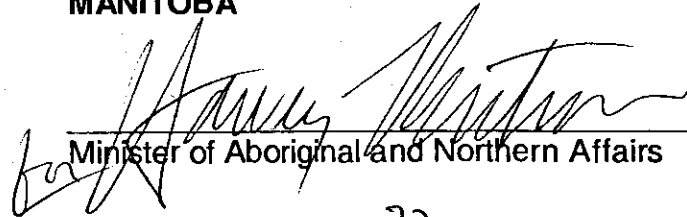

Minister of Indian Affairs and Northern Development

Date: December 22, 2005

Signed in the presence of:

**HER MAJESTY THE QUEEN IN RIGHT OF
MANITOBA**


Witness


Minister of Aboriginal and Northern Affairs

Date: December 22, 2005

Signed in the presence of:

O-PIPON-NA-PIWIN CREE NATION



Witness (as to all)



Chief



Councillor



Councillor

Date: December 22, 2005

Schedule "A"
DEFINITIONS

In this Agreement:

- (1) **"Additions to Reserves Policy"** means the policy of the Department of Indian Affairs and Northern Development relating to reserve creation and additions contained in chapter 10 of the "Land Management Manual" of the Department of Indian Affairs and Northern Development dated September 27, 2001 as amended or clarified from time to time, where that amendment or clarification has been agreed to by the parties to the Framework Agreement – Treaty Land Entitlement – Manitoba in accordance with that agreement;
- (2) **"Canada"** means Her Majesty the Queen in right of Canada;
- (3) **"CASIL Agreement"** means the settlement agreement dated August 10, 1992 among Manitoba, the Community Association of South Indian Lake Inc., and The Manitoba Hydro Electric Board;
- (4) **"Crown Land"** means land within the boundaries of the Identified Lands which is owned by, or is under the administration and control of, Manitoba and includes land registered in the name of Manitoba Housing and Renewal Corporation or under the administration and control of Manitoba Housing and Renewal Corporation;
- (5) **"Crown Reservations"** means all interests which are reserved to Manitoba in or out of any disposition of Crown Land under *The Crown Lands Act* or under any other act of the Legislature of Manitoba, whether enacted before or after the date of this Agreement, which interests may include:
 - (a) in the case of land extending to the shores of any navigable water or inlet thereof:
 - (i) a strip of land one and one-half chains (being 99 feet) in width, measured from the ordinary high water mark; and
 - (ii) the public right of landing from, and mooring, boats and vessels so far as is reasonably necessary;
 - (b) in the case of land bordering a body of water:
 - (i) the bed of the body of water below the Ordinary High Water Mark; and
 - (ii) the public right of passage over a portage, road or trail in existence at the date of disposition;

- (c) all mines and minerals (precious and base), including sand and gravel, oil and gas and the royalties derived therefrom together with the right to enter, locate, prospect, mine for and remove minerals;
 - (d) the right to, and use of, land necessary for the protection and development of adjacent water power; and
 - (e) the right to raise or lower the levels of a body of water adjacent to the land, regardless of the effect upon the land;
- (6) **"Disposition"** means an act by Manitoba whereby Crown Land or a right, interest or estate in Crown Land is granted or disposed of, or by which Manitoba creates a right, interest or estate in, divests itself of or permits the use of Crown Land (including a "mining claim" or "mineral lease" as defined in *The Mines and Minerals Act*) but does not include:
- (a) a renewal of or consent to the assignment of a right, interest or estate in or permit to use Crown Land which is subject to renewal as a matter of law, established practice or the policy of Manitoba as at the date of this Agreement;
 - (b) permission to the holder of a lease or permit to use land under the lease or permit in a manner consistent with "operational land use codes" and "land use descriptions" for Crown Land in that location as determined by Manitoba as of the date of this Agreement or the date that permission is granted, whichever is the later date and any amendments to the lease or permit for that purpose;
 - (c) the lease of land held under permit, where the permit was issued by the Crown as an interim step to fee simple disposition;
 - (d) the disposition of a fee simple interest in land held under lease or permit, where the lease or permit was issued by the Crown as an interim step to fee simple disposition;
 - (e) a lease, permit or disposition in fee simple of lots within a registered community subdivision or cottage subdivision;
 - (f) a "quarry lease" or "quarry permit" as defined in *The Mines and Minerals Act*, and
 - (g) a quarry permit issued under *The Mines and Minerals Act* to authorize the use of a specific volume of quarry minerals for a specific period of time from a specific quarry site for a specific project or activity for public purposes;

- (7) **"Easement Line"** means a line marking the inland boundary of a Hydro Easement determined in accordance with Section 11.01;
- (8) **"Environmental Site Assessment"** means an "environmental site assessment" as defined in the Additions to Reserves Policy of land;
- (9) **"Hydro Easement"** means the interest to be held by Manitoba and Manitoba Hydro in land adjacent to Southern Indian Lake in accordance with Section 11.01;
- (10) **"Identified Lands"** means the Crown Land and Private Land within the boundaries of the area identified on the map attached as Schedule "B", as those boundaries may be adjusted in accordance with Subsections 3.04(3) to (6) ;
- (11) **"Land Inventory"** means the list attached as Schedule "C";
- (12) **"Land Transfer Plan"** means the plan attached as Schedule "D" and as subsequently updated by the parties from time to time;
- (13) **"Manitoba"** means Her Majesty the Queen in right of Manitoba;
- (14) **"Manitoba Hydro"** means The Manitoba Hydro Electric Board or any other person who is the holder of a licence under *The Water Power Act*;
- (15) **"OPCN"** means O-Pipon-Na-Piwin Cree Nation;
- (16) **"Private Land"** means land within the boundaries of the Identified Lands which is owned by a person other than Manitoba or Manitoba Housing and Renewal Corporation;
- (17) **"Replacement Interest"** means any right granted by Canada or OPCN in replacement of, or in substitution for, any Third Party Interest in or over any land that has been or is to be set apart as Reserve;
- (18) **"Reserve"** means land which is set apart by Canada for the use and benefit of OPCN as a "reserve" as defined in the *Indian Act*;
- (19) **"Residual Crown Interest"** means any right, title or interest which Manitoba may have under the constitution of Canada or the common law in land or an interest in land which is not owned or administered or controlled by Manitoba;

- (20) **“Third Party Interest”** means any interest, right or estate of any nature held by a person other than Canada, Manitoba or OPCN in or to land, or any right of use or occupation of land, other than a fee simple interest, and includes without limiting the generality of the foregoing:
- (a) interests held by an occupant of land under a lease, licence or permit;
 - (b) mortgages and charges;
 - (c) assignments of rights, estates or interests in land for security or other purposes;
 - (d) security interests on fixtures protected under *The Personal Property Security Act*;
 - (e) easements and restrictive covenants and profits a prendre;
 - (f) interests protected by caveat;
 - (g) interests in mines and minerals (precious and base), including sand and gravel, oil and gas and the royalties derived therefrom; and
 - (h) forage leases, casual grazing permits and renewable hay leases and permits,
- but does not include:
- (i) a right or interest which is to expire after a specified period, and which is not subject to renewal as a matter of law, established practice or the policy of Manitoba as at the date of this Agreement, once that specified period expires;
 - (j) trapping licences or permits;
 - (k) a “forest management licence” granted in accordance with section 18 of *The Forest Act*, timber sale agreements or timber permits; or
 - (l) the right to levy taxes levied in respect of land and improvements by a municipality or school division, including taxes, charges or levies against occupants of the land and grants-in-lieu of taxes paid by either Canada or Manitoba.

**Schedule "C"
Land Inventory**

General Description of Lands	Legal Description				
	Lot#	Plan	Block	Lot	Certificate of Title
1. Crown Lands identified in the Land Inventory as "Pawistik"	S10	31855	1	9	E31964
	S13	31855	2	3	E31967
	S14	31855	2	2	E31966
	S15	31855	2	1	E31965
	S2	31855	1	1	E31956
	S3	31855	1	2	E31957
	S4	31855	1	3	E31958
	S5	31855	1	4	E31959
	S6	31855	1	5	E31960
	S7	31855	1	6	E31961
	S8	31855	1	7	E31962
S9	31855	1	8	E31963	

2. Surveyed
Undeveloped
Crown Land with
no Third Party
interests

Lot#	Plan	Block	Lot	Certificate of Title
A1	21034	4	1	C9397
A11	21034	5	2	C9406
A16	21034	4	5	C9401
A3	21034	4	3	C9399
A5	21034			C9418
A7	21034	3	2	C9395
B13	21034	2	5	C9388
B14	21034	2	6	C9389
B1B	31851	1	1	E31930
B1C	31851	1	2	E31931
B1D	31851	1	3	E31932
B8	21034	1	3	C9383
C11	6514	2	1	179292
C12	6514	2	2	179292
C18	6514			179297
C19	6514	2	8	E18939
C23	6514	2	12	E17999
D10A	31851	4	2	E31936
D9	31851	4	1	E31935
E12	6210		19	171726
E14	6210		21	171727
E4A	31851	2		E31933
E6B	32705	Parcel A		E34425
E7	6210		7	171724
E8	6210		S1/2 8	E15819
E9	6210		N1/2 8	194266
F16	21034	8		C9417
F5	6927			188735
G10	32706	Parcel A		E34430
G1A	32705	Parcel C		E34425
G1B	32706	1		E34431
G2	32706	Parcel B		E34430
G6	6210		4	171723
G7	6210		5	171723
G8	6210		6	171724

2. Surveyed
Undeveloped
Crown Land with
no Third Party
Interests

(con't)

G9	6210			E34545
H1	32706	2		E34428
H10	32706	3		E34429
H2	6210		10	E15043
H3	6210		11	E25839
H4	6210		12	E25840
H7	6210		15	E25841
J3	6210		24	171727
J4	6210		25	171727
J5	6210		26	171728
J6	6210		27	171728
J7	6210		28	171728
J8	6210		29	171728
J9	24159	Parcel A		E9330
K5B	32727	Parcel A		E34911
K8B	32727	Parcel A		E34911
L6	6210		34	E25621
L7	6210		35	E15493
L9	6210		37	171730
M11	6210			E34545
M15	32847	2	4	E34904
N12	32847	3	4	E34908
N17	6210			E34545
P1	6210		65	E34915
P2	6210		64	E34914
P7	6210		67	171736
Q11	6466		19	178346
Q13	6466		7	178343
Q7	6466		15	178345
Q8	6466		16	178345
Q9	6466		17	194292
R3	6466		22	178347
R4	6466		23	178347
R7	31855	3	3	E31970
R8	31855	3	4	E31971
R9	6466		24	E31984
S1	31855	Parcel A		E31982
S11	31855	Parcel C		E31982

2. Surveyed Undeveloped Crown Land with no Third Party Interests (con't)	S16	31855	Parcel B		E31982
	T1	6739	8		184723
	U12	6739	7		E23431
	U13	31855	6		E31980
	U14	6466		55	E31985
	U15	31855	5	4	E31979
	U16	31855	5	3	E31978
	U17	31855	5	2	E31977
	U18	31855	5	1	E31976
	U19	6466		55	E31985
	U20	6466		55	E31985
	U21	6466			178361
	U3	6466		52	178355
	U4	6466		51	178355
	V11	6466		34	C8949
	V12	6466		35	194299
	V7	6466			178361
	V8	6466		31	178350
	V9	6466		32	178350
	W1	31855	4	1	E31972
	W2	31855	4	2	E31973
	W3	31855	4	3	E31974
	W4	31855	4	4	E31975
X6	6739	6		E23430	
X7	31855	7		E31981	

3. Crown Land developed with housing which is occupied by OPCN members but their interest is not registered

Lot#	Plan	Block	Lot	Certificate of Title
A10	21034	5	3	C9407
B17	21034	2	9	C9392
B9	21034	2	1	C9384
C13	6514	2	3	E21884
E10	6210		9	171724
G3	6210		1	194264
G5	6210		3	194265
H13	6927	4	1	E14903
J1	6210		22	171727
J10	6927	5	1	E23753
J12	6927	5	3	E23754
J2	6210		23	194272
K2	6466		3	194285
K3	6466		2	194284
M1	6210		60	194288
M17	6739	4	1	201362
M2	6210		59	194277
M3	6210		58	194276
N6	6210		48	171732
Q1	6466		9	194289
Q14	6466		6	178343
Q15	6466		5	194286
Q16	6466		4	178343
Q3	6466		11	194290
R1	6466		20	194294
R2	6466		21	194295
R5	31855	3	1	E31968
T5	6739	8	4	184721
T7	6466		58	E32488
T8	6466		59	E14902
U10	6466		45	194304
U5	6466		50	178355
U7	6466		48	194306
U8	6466		47	E14901
V15	6466		38	C2564B

3. Crown Land developed with housing which is occupied by OPCN members but their interest is not registered (con't)	V2	6466		26	E21919
	V4	6466		28	194296
	V6	6466		30	E17618
	X2	6466		40	194300
	X3	6466		41	194301
	X4	6466		42	178353
	X5	6466		43	E25683

4. Crown Land developed with housing which is occupied by OPCN members under registered permit or lease	Lot#	Plan	Block	Lot	Cert. of Title	Encum. Type	Encumbrance#
	A6	21034	3	1	C9394	EASE	MHYD 458
	A6	21034	3	1	C9394	GP	0006323
	B16	21034	2	8	C9391	EASE	MHYD 458
	B16	21034	2	8	C9391	GP	0006543
	B18	21034	2	10	C9393	EASE	MHYD 458
	B18	21034	2	10	C9393	WPR	CHURCHR0031
	B18	21034	2	10	C9393	GP	0003996
	E11	6210		18	E14899	GP	0005590
	F10	6927	3	5	E10017	GP	0002502
	H8	6210		16	171726	GP	0006348
	H9	6210		17	194269	GP	0006207
	L10	6210		38	171730	GP	0004771
	Q12	6466		8	194287	MISC	48768
	Q4	6466		12	E22652	COMM	SOUTHIN
	Q4	6466		12	E22652	GP	0006454
	Q6	6466		14	194291	COMM	SOUTHIN
	Q6	6466		14	194291	GP	0006471
	U1	6466		54	178355	GP	0004494
	U11	6466		44	194303	GP	006403

5. CMHC/MHRC
lots occupied by
OPCN members

Lot #	Plan	Block	Lot	Certificate of Title
A13	21034	4	8	E14877
A14	21034	4	7	E14876
A15	21034	4	6	E11422
A2	21034	4	2	E20149
A4	21034	4	4	E10022
A8	21034	3	3	E28083
A9	21034	5	4	E16913
B10	21034	2	2	E20150
B15	21034	2	7	E11797
B1A	21034	6	5	E7619
B2	21034	6	4	E16912
B3	21034	6	3	E13464
B4	21034	6	2	E17697
B5	21034	6	1	E11423
B6	21034	1	1	E10012
B7	21034	1	2	E10716
C15	6514	2	5	E15706
C20	6514	2	9	E17997
C21	6514	2	10	C7919
C22	6514	2	11	E17998
C5	6514	1	5	E11573
C9	6514	1	8	183472
D3	6514	3	1	C3975
D4	6514	3	2	E4094
D6	6514	3	4	E4
D7	6514	3	5	E10718
D8	6514	3	6	183479
E1	21034	7	1	E15155
E13	6210		20	E22650
E2	21034	7	2	E13463
E4B	6514	3	7	C6235
F1	6927	2	1	E16653
F11	6927	3	6	E10006
F12	6927	3	7	E20473
F13	6927	3	8	E10717

5. CMHC/MHRC
lots occupied by
OPCN members

(con't)

F15	6927	3	10	E11935
F2	6927	2	2	E5896
F3	6927	2	3	199465
F4	6927	2	4	E11424
F7	6927	3	2	E10014
F8	6927	3	3	E22655
F9	6927	3	4	E3450
H5	6210		13	E5223
H6	6210		14	E25835
J11	6927	5	2	E23752
L2	6210		30	E18429
L5	6210		33	C8813
M18	6210		54	E8154
N9	6210		51	190674
Q2	6466		10	E22651
Q5	6466		13	E32052
T10	6466		61	E10019
T12	6466		63	E12308
T2	6739	8	1	E2554
T3	6739	8	2	E13782
T9	6466		60	E18737
V14	6466		37	E19317
V3	6466		27	E21917
V5	6466		29	E1909
X1	6739	5		E23428

6. Private Land owned by OPCN members, encumbered by a CMHC mortgage	Lot #	Plan	Block	Lot	Cert. of Title	Owner(s)
	C14	6514	2	4	195020	Josephine Minnie Tait
	C14	6514	2	4	195020	Louis Dumas
	C17	6514	2	7	E24616	Margaret Moose
	C17	6514	2	7	E24616	Fredrick Moose
	C7	6514	1	6	190673	Susanna Pauline Dumas
	C7	6514	1	6	190673	Bruce Oscar Tait
	C8	6514	1	7	C2605	Bruce Allan Spence C/O Flora Hilda Spence
	C8	6514	1	7	C2605	Flora Hilda Spence
	D1A	6694		2	200910	Victoria Marie Moose
	D1A	6694		2	200910	Wellington Harvey Moose
	D5	6514	3	3	C4195	Dora Margaret Harron
	H12	6927	4	3	201915	Mary Ann Bird
	M16	6739	4	2	195638	Thomas, Flora
	N8	6210		50	C5120	Bertha Cecilia Wood
	N8	6210		50	C5120	Oliver Wilbur Wood
	T11	6466		62	E24617	Gilbert Moose
	T11	6466		62	E24617	Theresa Moose
	T4	6739	8	3	E24618	Angus Spence
	U2	6466		53	E32091	Emily Moose
V1	6466		25	C8180	Louis John Spence	
V1	6466		25	C8180	Georgina Mary Spence	

7. Surveyed Crown Land with community infrastructure (other than the Oscar Blackburn School and roads)	Lot #	Plan	Block	Lot	Cert. of Title	Third Party Interest	<i>demolished again</i>
	K5A	Abstract			O.S.	Sewage Treatment Plant	
	M10	Abstract			O.S.	Water Treatment Plant (**Partial Lot)	
	M22	6739	3		184718	Community Hall (**Partial Lot)	
	M5	6739	2	2	E34540	Firehall	
	M6	6739	2	3	E34541	OPCN Administration Building	
	M7	6739	2	4	E34542	I.C.S.I.L.	
	P3	6210		63	E34913	Shed	
	P4	6210		62	E34912	Garage	
	P5	6210		69	171736	Warehouse	
8. Crown Land, not used for residential purposes, which is leased to third parties	Lot#	Plan	Block	Lot	Certificate of Title	Third Party Int.	
	K4	24159	Parcel	B	E9331	Laundromat	
	M12	32847	2	1	E34901	Daycare	
	M13	32847	2	2	E34902	Daycare	
	M14	32847	2	3	E34903	Daycare	
	M8	6739	2	5	E34543	Community Building (*Partial Lot) & Hard Rock Café	
	M9	6739	2	6	E34544	Nursing	
	N13	32847	3	3	E34907	Arena	
	N14	32847	3	2	E34906	Arena	
	N15	32847	3	1	E34905	Arena	
N16	32847	3	5	E34909	Arena		

9. Unsurveyed Crown Land	Lot#	Plan	Block	Lot	Certificate of Title	Undeveloped Crown Land commonly known as the "Backlands"
	C10	Abstract		O.S.	Unsurveyed inside fabric	
	C6	Abstract		O.S.	Unsurveyed inside fabric	
	D10B	Abstract		O.S.	Unsurveyed inside fabric	
	D2	Abstract		O.S.	Unsurveyed inside fabric	
	E6A	Abstract		O.S.	Unsurveyed inside fabric	
	-	-	-	-	-	
10. Private Land owned by OPCN members; no mortgage	Lot#	Plan	Block	Lot	Cert of Title	Owner(s)
	C3	6514	1	3	194280	Oscar Anderson
	L4	6210		32	E25619	Louise Martha Moose
	L4	6210		32	E25619	Dion John Moose
	L8	6210		36	194274	Nora Dumas C/O Marvin Dumas
	Q10	6466		18	194293	Linda Agnes Bonner
	T6	6466		57	E31468	Minnie Anderson
	V10	6466		33	194297	Murdo Clee C/O The Public Trustee
	V13	6466		36	E26737	Myrtle Ann Dysart

11. Roads	Lot #	Plan	Cert of Title		Description	
	Z08	2476	E34538		Airport Road- excluding parcel A Plan 32727	
	Z09	6514	179296		Anderson Road, Dumas Road, and Tomateet Road	
	Z10	6927	E34547		Baker Bay and Dumas Road, Wasagan Road excluding parcels B and C plan 32705	
	Z11	32706	E34432		Linklater Bay	
	Z12	31855	E31983		Pawistik Road Plan 31855, NEW CT: 1492725	
	Z16	32705	E34424		Wasagan Road	
	Z13	6210	E34546		Wasagan Road, McLeod Bay, Soulier Bay, Airport Road, Linklater Bay, Way Panee-Kees-Kan Now Road, Dysart	
	Z07	21034	C9419		Wasagan Road, Muswagon-Taite Road, Public Road, and Public Walkway	
	Z14	6466	E34916		Wasagan Road, Spence road, Moose Bay, Clee Crescent, Bonner Bay, Public Lane, Airport Road	
Z15	32847	E34910		Wood Avenue		
12. Crown Land along the shore of Southern Indian Lake to be subject to Hydro Easement	Lot #	Plan	Block	Lot	Cert. of T.	Description
	S1	31855	PARCEL A		E31982	Water Storage
	Z01				O.S.	Fisheries "A" Non-OPCN (O. Leighton)
	Z02				O.S.	Fisheries "B" OPCN
	Z03				O.S.	Fisheries "C" OPCN
	Z04				O.S.	Fisheries "D" OPCN
	Z05				O.S.	Cabin Site "A" GP6659 Joe and Vivian Moose
	Z06				O.S.	Cabin Site "B" GP6658 Patricia Molly Moose
	Z17	2325			O.S.	Water Storage
	Z18	6135			O.S.	Water Storage
Z27	Abstract			O.S.	Across from M9 (R. Spence, O. Linklater)	

Provincial

13. Crown Land developed with the Oscar Blackburn School, teacherages and bus garage	Lot #	Plan	Block	Lot	Certificate of Title	<i>all HM 3/11/5</i> <i>add up to</i>
	K1	6466		1	186264	
	L11	6210		39	171730	
	L12	6210		40	171730	
	L13	6210		41	171731	
	L14	6210		42	171731	
	M10	Abstract			O.S.	
	M20	6210		56	171734	
	M21	6210		57	171734	
	M22	6739	3		184718	
	N1	6210		43	171731	
	N11	6210	<i>3/11/5</i>	53	183750	
	N2	6210		44	171731	
	N3	6210		45	171731	
	N4	6210		46	171732	
N5	6210		47	171732		
N7	6210		49	171732		
14. Crown Land with houses occupied by non OPCN members; interest is not registered	Lot #	Plan	Block	Lot	Certificate of Title	Occupant
	B12	21034	2	4	C9387	Les Dysart
	D1B	31851	3		E31934	Murdo Dysart
	G4	6210		2	E14898	Isabel Linklater
	L1	6739	1		E23429	Oliver Lorne Dysart
	L3	6210		31	E25620	Nora Spence
	L3	6210		31	E25620	Bernie Spence
	M19	6210		55	171733	Evelyn Marie Montgomery
	M19	6210		55	171733	Graeme Bernard Montgomery
	U6	6466		49	E14897	Peter Moose
U9	6466		46	178354	Rose Hart	

15. Crown Land with houses occupied by non OPCN members under registered permit or lease	Lot #	Plan	Block	Lot	Cert of Title	TPI Holders	Encum #	Encum. Type
	B11	21034	2	3	C9386	Leslie Dysart	00009023	GP
	C16	6514	2	6	179292	Thomas Clayton Tally		
	F6	6927	3	1	E10015	Eddy Spence	00009671	GP
	F6	6927	3	1	E10015	Tina Linklater	00009671	GP
	H11	6927	4	2	188733	Darryl Dean Woods	00013445	GP
	H11	6927	4	2	188733	Darryl Dean Woods	00000488	COMM
16. CMHC/MHRC lots occupied by non OPCN members	Lot #	Plan	Block	Lot	CT#	Last Name Given Name	Unsigned SI	
	A12	21034	5	1	E22656	Moose Mary		
	A12	21034	5	1	E22656	Moose Wellington		
	F14	6927	3	9	E11421	Linklater Michael		
	F14	6927	3	9	E11421	Spence Netchanis		
	F14	6927	3	9	E11421	Spence Tanya		
	F14	6927	3	9	E11421	Linklater Candace Starla		
	F14	6927	3	9	E11421	Linklater Cynthia Esabel		
17. Private Lands owned by non OPCN members	Lot #	Plan	Block	Lot	Cert. of Title	Unsigned SI	Owner Name	
	C1	6514	1	1	194278		Hilda Dysart	
	C1	6514	1	1	194278		William Robert Dysart	
	C2	6514	1	2	194279		Robert Edward Dysart C/O Donald Dysart	
	C4	6514	1	4	194281		Druscula Dysart	
	C4	6514	1	4	194281		Murdo Wilfred Dysart	
	E5	6514	3	8	195637		Helen Lussier	
	E5	6514	3	8	195637		Henry Wilfred Lussier	

8. Lands not anticipated to be transferred to Canada or set apart as reserve	Lot #	Plan	Block	Lot	Certificate of Title	Description
	E3	21034	7	3	E20152	Baptist Church and Residence
	K6	32847	1		E34900	McLeod's Café and Residence
	K7	24159	Parcel		E9332	United Church
	K8A	24159	Parcel		E9334	United Church
	K9	24159	Parcel		E9333	Natural Resources Building
	M4	6739	2	1	E34539	Pool Hall
	N10	6210		52	193894	RCMP
	P6	6210		68	171736	MTS
	P8	6210		66	171736	Old Landfill
	R6	31855	3	2	E31969	Catholic Church
	Z21	6283	Parcel		173311	Airport
	Z25	Abstract			O.S.	Ferry Landing and Residence
Z26	Abstract			O.S.	Fish Plant	

0-Pipon-Na-Piwin Cree Nation
SOUTH INDIAN LAKE, MANITOBA

CANADA / MANITOBA / OPCN
LAND TRANSFER AGREEMENT

SCHEDULE "B"
MAP # 1

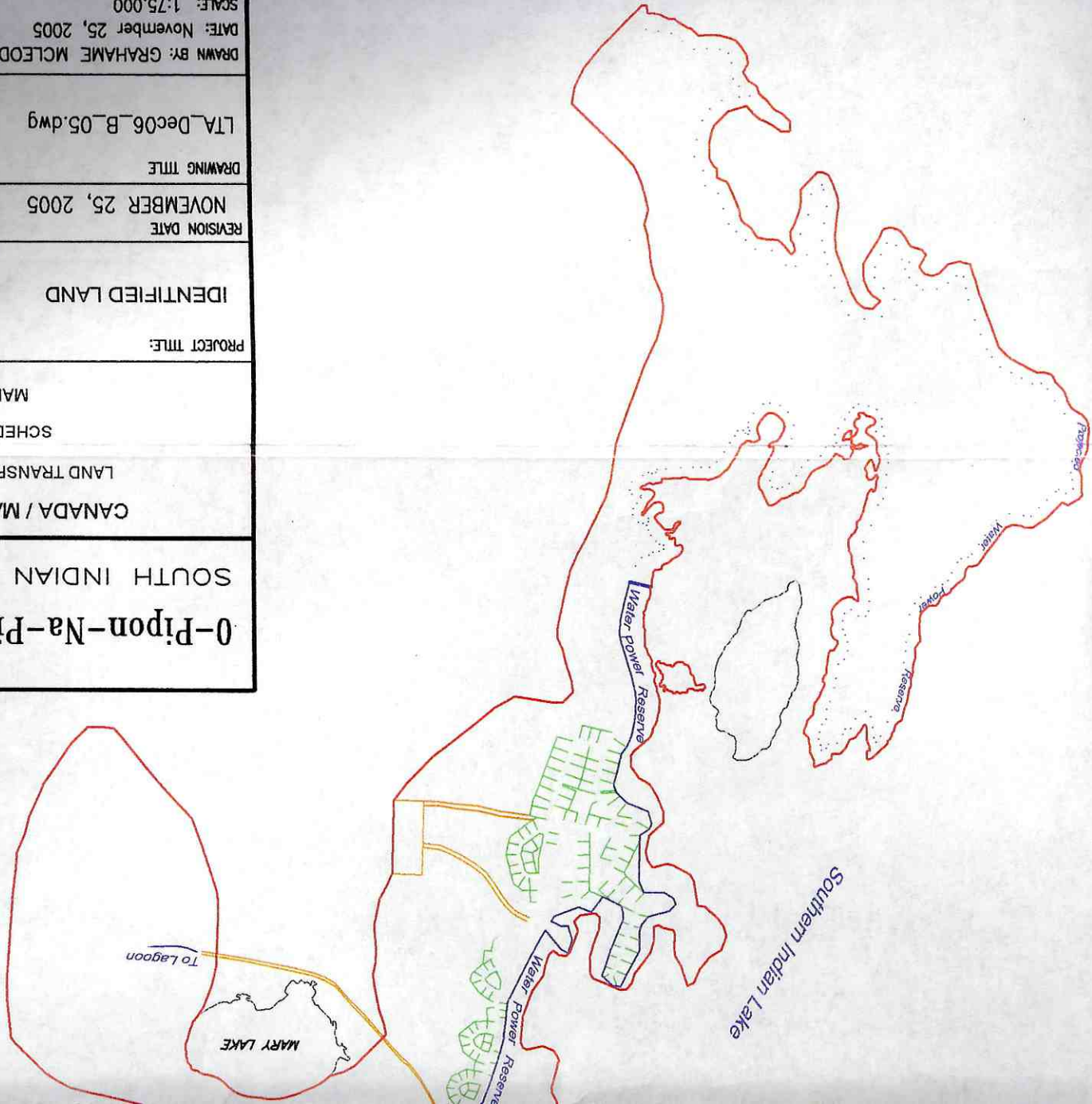
PROJECT TITLE:

IDENTIFIED LAND

REVISION DATE
NOVEMBER 25, 2005
DRAWING NO. 1

DRAWING TITLE
LTA_Dec06_B_05.dwg

DRAWN BY: GRAHAME MCLEOD AND ASSOCIATES
DATE: November 25, 2005
SCALE: 1:75,000
REVISION NO. 2



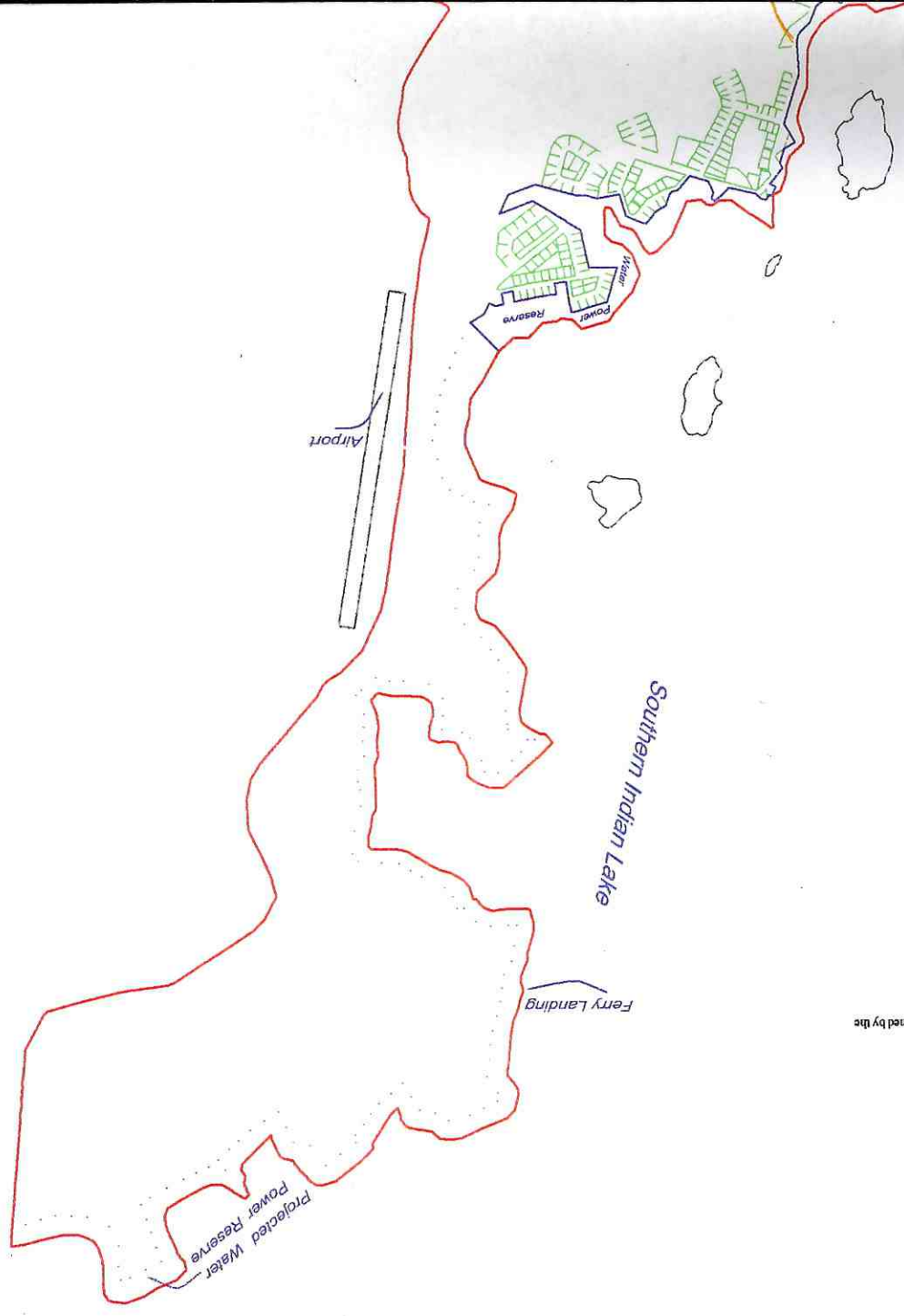
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Identified Land Boundary * ————

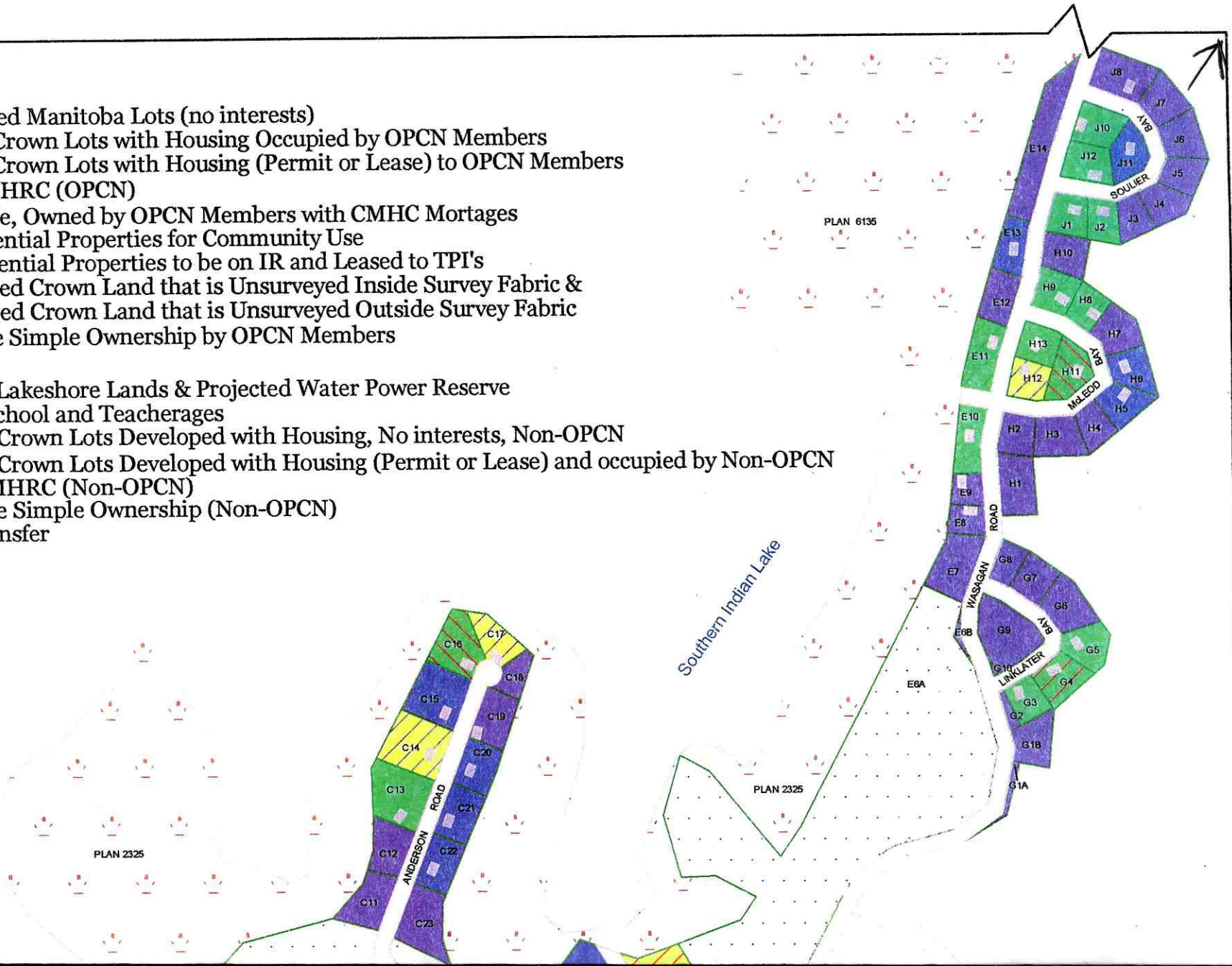
Water Power Reserve Boundary ————

Water Power Reserve Boundary (Projected) - - - - -

* Confirmed by the South Indian Lake Aboriginal Committee Resolution #001-96/97, dated April 22, 1996 and reconfirmed by the Community Association of South Indian Lake Aboriginal Committee Resolution #005-00/01 dated May 29, 2000

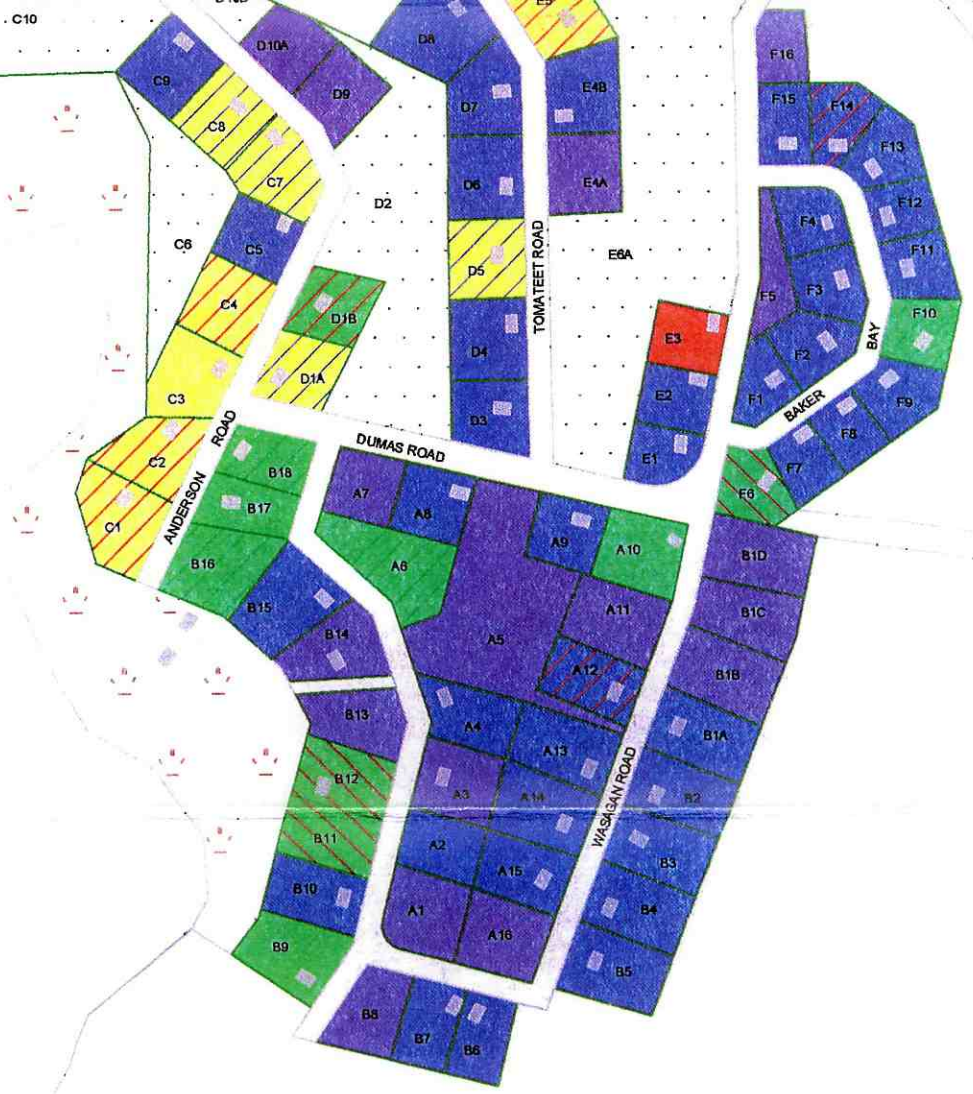


- 1 Pawistik
- 2 Undeveloped Manitoba Lots (no interests)
- 3 Manitoba Crown Lots with Housing Occupied by OPCN Members
- 4 Manitoba Crown Lots with Housing (Permit or Lease) to OPCN Members
- 5 CMHC / MHRC (OPCN)
- 6 Private Title, Owned by OPCN Members with CMHC Mortgages
- 7 Non Residential Properties for Community Use
- 8 Non-Residential Properties to be on IR and Leased to TPI's
- 9 Undeveloped Crown Land that is Unsurveyed Inside Survey Fabric &
 Undeveloped Crown Land that is Unsurveyed Outside Survey Fabric
- 10 Private Fee Simple Ownership by OPCN Members
- 11 Roadways
- 12 Manitoba Lakeshore Lands & Projected Water Power Reserve
- 13 Frontier School and Teacherages
- 14 Manitoba Crown Lots Developed with Housing, No interests, Non-OPCN
- 15 Manitoba Crown Lots Developed with Housing (Permit or Lease) and occupied by Non-OPCN
- 16 CMHC / MHRC (Non-OPCN)
- 17 Private Fee Simple Ownership (Non-OPCN)
- 18 Not to Transfer

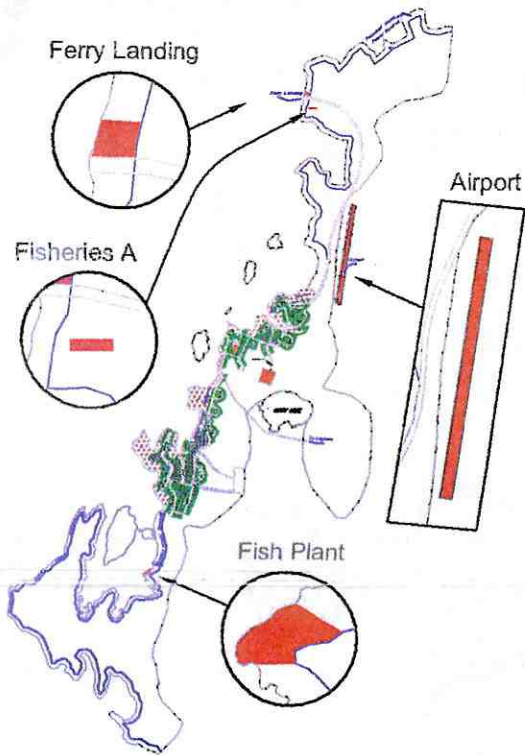


Southern Indian Lake

To Lagoon



CUT
TAILS



O-Pipon-Na-Piwin Cree Nation
SOUTH INDIAN LAKE, MANITOBA

OPCN / MANITOBA
 LAND INVENTORY

REVISION DATE
 NOVEMBER 25, 2005

DRAWING NO.
 1

DRAWING TITLE
 LAND INVENTORY:
 CATEGORIES OF TRANSFER



DRAWN BY: GRAHAME MCLEOD AND ASSOCIATES
 DATE: November 25, 2005
 SCALE: 1:3000

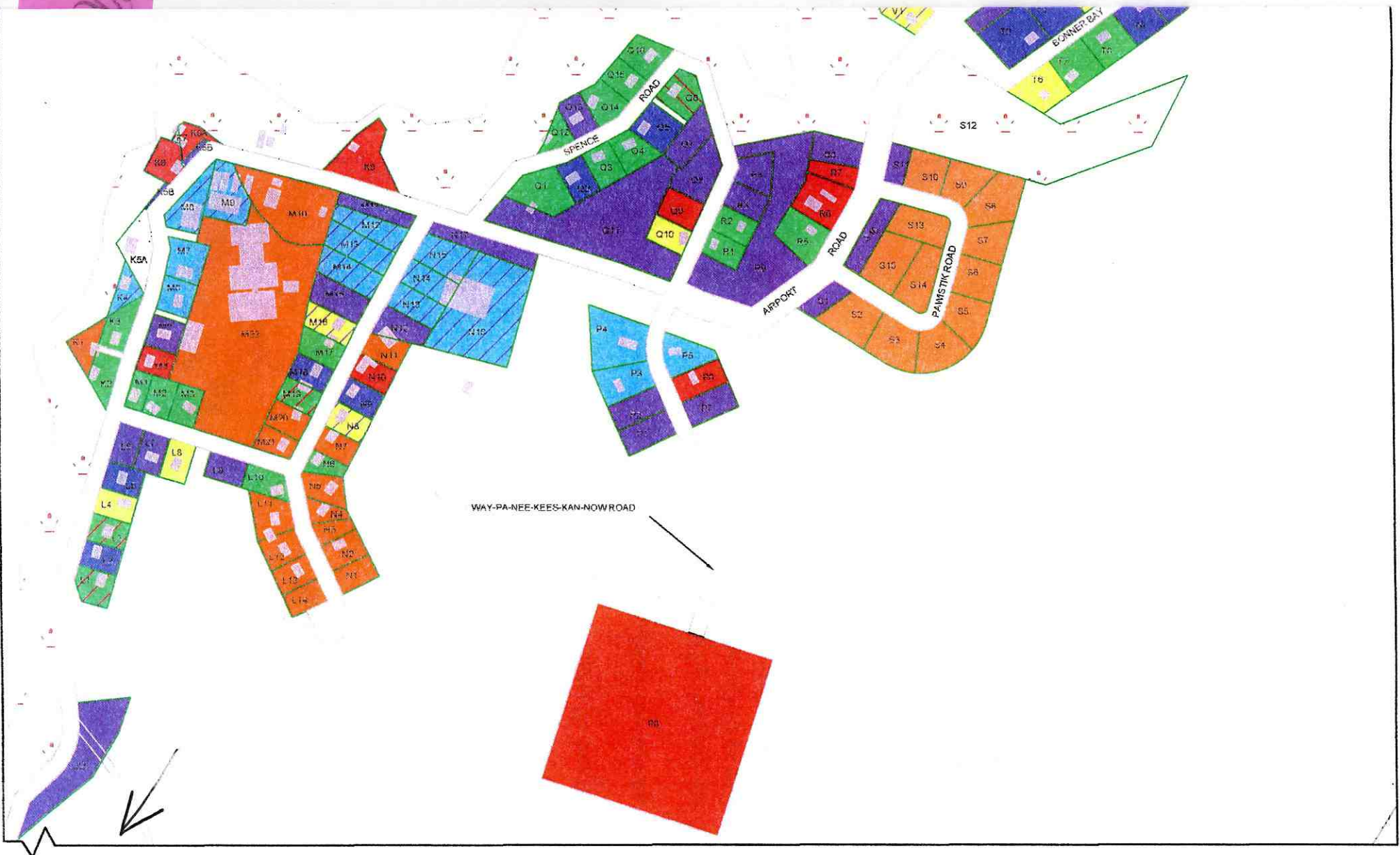
REVISION NO.
 4

Southern Indian Lake

Southern Indian Lake



PLAN 8135



WAY-PA-NEE-KEES-KAN-NOW ROAD

R6



Plan

Schedule "D" **Land Transfer Plan**

The Land Transfer Agreement sets out general principles approaches and processes developed jointly by the Parties for the transfer to Canada of the Identified Lands and by which Canada will use its best efforts to have the Identified Lands set apart as Reserve.

This Land Transfer Plan sets out specific approaches and processes for the transfer to Canada of particular parcels of the Identified Lands. The lands it refers to are the parcels of Crown Land and Private Land described in the Land Inventory set out in Schedule "C" to the land Transfer Agreement.

This Land Transfer Plan is intended to set out practical working arrangements among the parties, agreed to from time to time, for the purpose of implementing the Land Transfer Agreement and does not create legal obligations among the parties.

1. Crown Lands identified in the Land Inventory as "Pawistik
2. Surveyed Undeveloped Crown Land with no Third Party Interests
3. Crown Land developed with housing which is occupied by OPCN members but their interest is not registered
4. Crown Land developed with housing which is occupied by OPCN members under registered permit or lease
5. CMHC/MHRC lots occupied by OPCN members
6. Private Land owned by OPCN members, encumbered by a CMHC mortgage
7. Surveyed Crown Land with community infrastructure (other than the Oscar Blackburn School and roads)
8. Crown Land, not used for residential purposes, which is leased to third parties
9. Unsurveyed Crown Land
10. Private Land owned by OPCN members; no mortgage
11. Roads
12. Crown Land along the shore of Southern Indian Lake to be subject to Hydro Easement
13. Crown Land developed with the Oscar Blackburn School, teacherages and bus garage
14. Crown Land with houses occupied by non OPCN members; interest is not registered
15. Crown Land with houses occupied by non OPCN members under registered permit or lease
16. CMHC/MHRC lots occupied by non OPCN members
17. Private Lands owned by non OPCN members

LAND TRANSFER PLAN
Last Update: November 9, 2005

General Description of Lands	Steps to Transfer and set apart Reserve
<p>1. Crown Lands identified in the Land Inventory as "Pawistik"</p>	<p>Step 1 – Canada to review the lands within the context of the Additions to Reserves Policy (ATRP)</p>
	<p>Step 2 – Manitoba to cancel the titles</p> <p>Where Canada determines the parcels meet the requirements of ATRP, Manitoba will submit a request to the District Registrar of the the Portage la Prairie Land Titles Office for an order to cancel the title to the parcels and for the parcels to be registered to be dealt with under the "old system" in the Land Titles Office. cancel title.</p>
	<p>Step 3 – Manitoba to consolidate the parcels into two parcels: Block 1 and Block 2, Plan 31855.</p>
	<p>Step 4 – Manitoba, by Order in Council, to transfer to Canada administration and control of all right, title and interest in the lands, including all Crown Reservations and Residual Crown Interests in the land</p>
	<p>Step 5 – Canada to accept administration and control of the land by instrument under the <i>Federal Real Property and Federal Immovables Act</i></p>
	<p>Step 6 – Canada to recommend to the Minister of Indian Affairs and Northern Development that the lands be set apart as reserve</p>

LAND TRANSFER PLAN
Last Update: November 9, 2005

General Description of Lands	Steps to Transfer and set apart Reserve
<p>2. Surveyed Undeveloped Crown Land with no Third Party Interests</p>	<p>Step 1 – Parties agree on parcels of adjacent land to be transferred as blocks</p> <p>It is contemplated that specific groups of adjacent parcels will be identified to be transferred to Canada together. A Plan will be prepared identifying the lands.</p>
	<p>Step 2 – Canada to conduct Environmental Site Assessment, if required under Land Transfer Agreement</p>
	<p>Step 3 – Canada and OPCN to consider the results of the Environmental Site Assessment</p> <p>Where Canada and OPCN are satisfied with the results of the Environmental Site Assessment, or where the Environmental Site Assessment determines that remediation or other improvement or work is required prior to the environmental condition of the land being satisfactory to Canada or OPCN and that remediation or other improvement has been carried out, the transfer of the lands will proceed to following steps.</p>
	<p>Step 4 – Canada to review the lands within the context of the Additions to Reserves Policy (ATRP)</p>
	<p>Step 5 – Manitoba to cancel title</p> <p>Where Canada determines the land satisfies the requirements of the ATRP Manitoba will submit a request to the District Registrar of the Portage la Prairie Land Titles Office for an order to cancel the title to the parcels and for the parcels to be registered to be dealt with under the "old system" in the Land Titles Office.</p>
	<p>Step 6 – Manitoba to consolidate parcels, where appropriate.</p>
	<p>Step 7 – Manitoba, by Order in Council, to transfer to Canada administration and control of all right, title and interest in the lands, including all Crown Reservations and Residual Crown Interests in the land</p>
	<p>Step 8 – Canada to accept administration and control of the lands by instrument under the <i>Federal Real Property and Federal Immovables Act</i></p>
	<p>Step 9 – Canada to recommend to the Minister of Indian Affairs and Northern Development that the lands be set apart as reserve</p>
<p>3. Crown Land developed with housing which is occupied by OPCN members but their interest is not registered</p>	<p>Steps will be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.</p>

LAND TRANSFER PLAN
Last Update: November 9, 2005

General Description of Lands	Steps to Transfer and set apart Reserve
4. Crown Land developed with housing which is occupied by OPCN members under registered permit or lease	Steps will be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.
5. CMHC/MHRC lots occupied by OPCN members	Steps will be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.
6. Private Land owned by OPCN members, encumbered by a CMHC mortgage	Steps will be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.
7. Surveyed Crown Land with community infrastructure (other than the Oscar Blackburn School and roads)	Step 1 – Canada to conduct Environmental Site Assessment, if required under Land Transfer Agreement
	Step 2 – Canada and OPCN to consider the results of the Environmental Site Assessment
	Where Canada and OPCN are satisfied with the results of the Environmental Site Assessment, or where the Environmental Site Assessment determines that remediation or other improvement or work is required prior to the environmental condition of the land being satisfactory to Canada or OPCN and that remediation or other improvement has been carried out, the transfer of the lands will proceed to following steps.
	Step 3 – Canada to review the lands within the context of the Additions to Reserves Policy (ATRP)
	Step 4 – Manitoba to cancel title
	Where Canada determines the land satisfies the requirements of the ATRP, Manitoba will submit a request to the District Registrar of the Portage la Prairie Land Titles Office for an order to cancel the title to the parcels and for the parcels to be registered to be dealt with under the “old system” in the Land Titles Office.
	Step 5 – Manitoba, by Order in Council, to transfer to Canada administration and control of all right, title and interest in the lands, including all Crown Reservations and Residual Crown Interests in the land
Step 6 – Canada to accept administration and control of the lands by instrument under the <i>Federal Real Property and Federal Immovables Act</i>	
Step 7 – Canada to recommend to the Minister of Indian Affairs and Northern Development that the lands be set apart as reserve	
Step 6 – Canada to set apart as reserve	
8. Crown Land, not used for residential purposes, which is leased to third parties	Steps will be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.

LAND TRANSFER PLAN
Last Update: November 9, 2005

General Description of Lands	Steps to Transfer and set apart Reserve
9. Unsurveyed Crown Land	<p>Step 1 – More precise boundaries to be defined</p> <p>OPCN and Manitoba will proceed to determine the boundaries of the parcels in more detail, including developing a more detailed map of the lands in accordance with the requirements of the Land Transfer Agreement and ensuring the boundaries of the lands comply with the principles in the Land Transfer Agreement.</p>
	<p>Step 2 – Canada to conduct Environmental Site Assessment, if required under Land Transfer Agreement</p>
	<p>Step 3 – Canada and OPCN to consider the results of the Environmental Site Assessment</p> <p>Where Canada and OPCN are satisfied with the results of the Environmental Site Assessment, or where the Environmental Site Assessment determines that remediation or other improvement or work is required prior to the environmental condition of the land being satisfactory to Canada or OPCN and that remediation or other improvement has been carried out, the transfer of the lands will proceed to following steps.</p>
	<p>Step 4 – Canada to review the lands within the context of the Additions to Reserves Policy (ATRP)</p>
	<p>Step 5 – Where Canada determines the land satisfies the requirements of the ATRP, Manitoba will issue a Crown Land Use Permit to give OPCN the exclusive right to use and occupy the lands.</p>
	<p>Step 6 – Manitoba to conduct survey of the lands</p> <p>Manitoba will conduct a survey of the lands in order to define the boundaries of the parcel. The survey will meet the standards of the Surveyor-General of Canada, and the Director of Surveys, Manitoba. A Plan describing the lands will be prepared by Manitoba.</p>
	<p>Step 7 – OPCN will review and confirm the boundaries of the lands, as shown on the survey, by council resolution.</p>
	<p>Step 8 – Where OPCN has confirmed the boundaries of the lands, Manitoba will, by Order in Council, transfer to Canada administration and control all right, title and interest in the lands, including all Crown Reservations and Residual Crown Interests</p>
	<p>Step 9 – Canada to accept administration and control of the lands by instrument under the <i>Federal Real Property and Federal Immovables Act</i>.</p>
	<p>Step 10 – Canada to recommend to the Minister of Indian Affairs and Northern Development that the lands be set apart as reserve</p>

LAND TRANSFER PLAN
Last Update: November 9, 2005

General Description of Lands	Steps to Transfer and set apart Reserve
10. Private Land owned by OPCN members; no mortgage	Steps will be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.
11. Roads	<p>Step 1 – Canada to conduct Environmental Site Assessment, if required under Land Transfer Agreement</p>
	<p>Step 2 – Canada and OPCN to consider the results of the Environmental Site Assessment</p> <p>Where Canada and OPCN are satisfied with the results of the Environmental Site Assessment, or where the Environmental Site Assessment determines that remediation or other improvement or work is required prior to the environmental condition of the land being satisfactory to Canada or OPCN and that remediation or other improvement has been carried out, the transfer of the lands will proceed to following steps.</p>
	<p>Step 3 – Canada to review the lands within the context of the Additions to Reserves Policy (ATRP)</p>
	<p>Step 4 – Manitoba to cancel title</p> <p>Where Canada determines the land satisfies the requirements of the ATRP, Manitoba will submit a request to the District Registrar of the Portage la Prairie Land Titles Office for an order to cancel the title to the parcels and for the parcels to be registered to be dealt with under the “old system” in the Land Titles Office.</p>
	<p>Step 5 – Manitoba, by Order in Council, to transfer to Canada administration and control of all right, title and interest in the lands, including all Crown Reservations and Residual Crown Interests in the land</p>
	<p>Step 6 – Canada to accept administration and control of the lands by instrument under the <i>Federal Real Property and Federal Immovables Act</i></p>
	<p>Step 7 – Canada to recommend to the Minister of Indian Affairs and Northern Development that the lands be set apart as reserve</p> <p>Step 6 – Canada to set apart as reserve</p>

LAND TRANSFER PLAN
 Last Update: November 9, 2005

General Description of Lands	Steps to Transfer and set apart Reserve
<p>12. Crown Land along the shore of Southern Indian Lake to be subject to Hydro Easement</p>	<p>Step 1 – More precise boundaries to be defined</p> <p>OPCN and Manitoba will proceed to determine the boundaries of the parcels in more detail, including developing a more detailed map of the lands in accordance with the requirements of the Land Transfer Agreement and ensuring the boundaries of the lands comply with the principles in the Land Transfer Agreement</p>
	<p>Step 2 – Canada to conduct Environmental Site Assessment, if required under Land Transfer Agreement</p>
	<p>Step 3 – Canada and OPCN to consider the results of the Environmental Site Assessment</p> <p>Where Canada and OPCN are satisfied with the results of the Environmental Site Assessment, or where the Environmental Site Assessment determines that remediation or other improvement of work is required prior to the environmental condition of the land being satisfactory to Canada or OPCN and that remediation or other improvement has been carried out, the transfer of the lands will proceed to following steps.</p>
	<p>Step 4 – Canada to review the lands within the context of the Additions to Reserves Policy (ATRP)</p>
	<p>Step 5 – Where Canada confirms the land satisfies the requirements of the ATRP, Manitoba will issue a Crown Land Use Permit to give OPCN the exclusive right to use and occupy the lands.</p>
	<p>Step 6 – Manitoba to determine Easement Line</p> <p>An Easement Line will be determined to provide an area of land over which Manitoba Hydro and Manitoba will have an easement for the inundation and storage of water for the Churchill River Diversion Project. The Easement Line will be determined in accordance with the Land Transfer Agreement.</p>
	<p>Step 7 – Manitoba to conduct survey of lands of the lands</p> <p>Manitoba will conduct a survey of the lands in order to define the boundaries of the parcel. The survey will meet the standards of the Surveyor-General of Canada, and the Director of Surveys, Manitoba. A Plan describing the lands will be prepared by Manitoba.</p>
	<p>Step 8 – Manitoba to conduct photogrammetric survey of Easement Line</p>
	<p>Step 9 – OPCN to review and confirm the boundaries of the lands, as shown on the survey, by council resolution.</p>

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<p>12. Crown Land along the shore of Southern Indian Lake to be subject to Hydro Easement</p> <p>(con't)</p>	<p>Step 10 -- Where OPCN has confirmed the boundaries of the lands, Manitoba will, by Order in Council, transfer to Canada administration and control all right, title and interest in the lands, including all Crown Reservations and Residual Crown Interests.</p> <p>Step 11 – Canada to accept administration and control of the lands by instrument under the <i>Federal Real Property and Federal Immovables Act</i></p> <p>Step 12 – Canada to issue licence to OPCN for occupation of lands</p> <p>Canada will issue a licence to OPCN to authorize OPCN to use and occupy the lands until the land is set apart as reserve or Canada determines that it will not set the land apart as reserve.</p> <p>The licence will include conditions that authorize the use of the land by Manitoba Hydro for the inundation and storage of water for the Churchill River Diversion Project.</p> <p>Step 13 – Canada to grant Hydro Easement</p> <p>Canada will grant the Hydro Easement to Manitoba and Manitoba Hydro, by Instrument under the <i>Federal Real Property and Federal Immovables Act</i> for the inundation and storage of water for the Churchill River Diversion Project. The form of the Hydro Easement is in Schedule F of the Land Transfer Agreement.</p> <p>Step 14 – Canada to recommend to the Minister of Indian Affairs and Northern Development that the lands be set apart as reserve.</p>
<p>13. Crown Land developed with the Oscar Blackburn School, teacherages and bus garage</p>	<p>Steps will be determined in future updates as this Land Transfer Plan based on application of principles in Land Transfer Agreement.</p>
<p>14. Crown Land with houses occupied by non OPCN members; interest is not registered</p>	<p>Steps to be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.</p>
<p>15. Crown Land with houses occupied by non OPCN members under registered permit or lease</p>	<p>Steps to be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.</p>

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16. CMHC/MHRC lots occupied by non OPCN members	Steps to be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.
17. Private Lands owned by non OPCN members	Steps to be determined in future updates of this Land Transfer Plan based on application of principles in Land Transfer Agreement.
Lands not anticipated to be transferred to Canada or set apart as reserve	These lands are not anticipated to transfer to Canada as of the date of this version of the Land Transfer Plan.

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General Description of Lands	Steps to Transfer and set apart Reserve
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