

**INDIVIDUAL AGREEMENT  
ON  
FIRST NATION LAND MANAGEMENT**

***BETWEEN***

**YELLOW QUILL FIRST NATION**

***AND***

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

\_\_\_\_\_, 20\_\_

January 26, 2015

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**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**INDIVIDUAL AGREEMENT  
ON  
FIRST NATION LAND MANAGEMENT**

**BETWEEN:**

**YELLOW QUILL FIRST NATION**, as represented by their Chief and Council (hereinafter called the "Yellow Quill First Nation" or the "First Nation")

**AND**

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

(the "Parties")

**WHEREAS:**

- (a) The Framework Agreement on First Nation Land Management was signed by Canada and fourteen first nations in 1996 (the "Framework Agreement") and was ratified and brought into effect by the *First Nations Land Management Act*, S.C. 1999, c. 24 (the "Act");
- (b) The First Nation has been added as a signatory to the Framework Agreement by an adhesion signed by the First Nation and Canada on April 1, 2014;
- (c) As of the date of this Agreement, five reserves have been set apart for the use and benefit of the First Nation, namely Yellow Quill Indian Reserve No. 90, Yellow Quill Indian Reserve No. 90-8, Yellow Quill Indian Reserve No. 90-9, Yellow Quill Indian Reserve No. 90-18 and Treaty Four Reserve 77;
- (d) As of the date this Agreement, the First Nations wishes to establish a land management regime for four of its reserves, namely Yellow Quill Indian Reserve No. 90, Yellow Quill Indian Reserve No. 90-8, Yellow Quill Indian Reserve No. 90-9 and Yellow Quill Indian Reserve No. 90-18 as provided for in subsection 6(2) of the Act;
- (e) The First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Yellow Quill First Nation Land in accordance with the Framework Agreement and the Act;



- (f) Clause 6.1 of the Framework Agreement and subsection 6(3) of the Act require the First Nation to enter into an individual agreement with the Minister for the purpose of providing for the specifics of the transfer of administration;
- (g) Subsection 6(3) of the Act further requires that the individual agreement provide for the date and other terms of the transfer to the First Nation of Canada's rights and obligations as grantor of interests and licenses in or in relation to the land, the environmental assessment process that will apply to projects until the enactment of applicable First Nation laws, and any other relevant matter;
- (h) Clause 6.1 of the Framework Agreement further requires that the individual agreement settle the actual level of operational funding to be provided to the First Nation;
- (i) Yellow Quill First Nation is mandated to enter into this Agreement to ensure that the lands of Yellow Quill First Nation are administered and managed for the benefit of its membership at the highest standards;
- (j) Yellow Quill First Nation at all times enters into this Agreement without abrogation or derogation to its Treaty and Aboriginal rights;
- (k) The Council of Yellow Quill First Nation, pursuant to the inherent and sovereign right of self-government, may enter into this Agreement respecting the making of laws for the administration and management of the First Nation land;
- (l) Yellow Quill First Nation considers the best interests of Yellow Quill First Nation to be served by entering into this Agreement for such purposes and other purposes which may include Yellow Quill First Nation functioning as a self-governing First Nation;
- (m) Yellow Quill First Nation is making this Agreement without prejudice to maintaining the power and authority or jurisdiction to make such Agreement and laws pursuant to the inherent right of self-government of the First Nation;
- (n) Yellow Quill First Nation retains authority to revoke this Agreement and to pursue alternative arrangements including alternative legislative arrangements, should the First Nation deem this to be in the best interests collectively of its membership, and so long as any such arrangements; and

- (o) Yellow Quill First Nation has provided notice of this Agreement and consulted with its membership which has made representations for the purpose of entering into this Agreement.

**NOW THEREFORE**, in consideration of the exchange of promises contained in this Agreement and subject to its terms and conditions, the Parties agree as follows:

## 1. INTERPRETATION

### 1.1 In this Agreement,

"Act" means the *First Nations Land Management Act*, S.C. 1999, c.24, as amended;

"this Agreement" means this Individual Agreement on First Nation Land Management, including the Annexes attached hereto, and any documents incorporated by reference, all as amended from time to time;

"Yellow Quill First Nation Land" means the land to which the Land Law will apply and more specifically means the Reserves known as Yellow Quill Indian Reserves No. 90, No. 90-8, No. 90-9 and No. 90-18 as described in the Land Description Report(s) referred to in Annex "G" and includes all the interests in and resources of the land that are within the legislative authority of Parliament but does not include Excluded Land;

"Excluded Land" means land excluded from the application of the Land Law , the description of which is set out in Land Description Report(s) referred to in Annex "G";

"Fiscal Year" means Canada's fiscal year as defined in the *Financial Administration Act*, R.S.C. 1985, c. F-11, as amended;

"Framework Agreement" has the same meaning as in the Act;

"Funding Arrangement" means an agreement between Canada and the Yellow Quill First Nation, or between Canada and a Tribal Council of which the First Nation is a member, for the purpose of providing funding, during the Fiscal Year(s) identified in that agreement, for the programs and services referred to in that agreement;

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

"Land Code" means the Yellow Quill First Nation Land Law, developed in accordance with clause 5 of the Framework Agreement and section 6 of the Act;

"Minister" means the Minister of Indian Affairs and Northern Development and



his or her duly authorized representatives;

“Operational Funding” means the resources to be provided by Canada to the Yellow Quill First Nation pursuant to clause 30.1 of the Framework Agreement to manage First Nation lands and make, administer and enforce its laws under a land law, and includes financial resources, as described in clause 27 of the Framework Agreement, to establish and maintain environmental assessment and environmental protection regimes; and

“Operational Funding Formula” means the method approved by Canada for allocating to First Nations such Operational Funding as may have been appropriated by Parliament for that purpose.

- 1.2 Unless the context otherwise requires, words and expressions defined in the Framework Agreement, the Act or the *Indian Act* have the same meanings when used in this Agreement.
- 1.3 This Agreement is to be interpreted in a manner that is consistent with the Framework Agreement and the Act.
- 1.4 In the event of any inconsistency or conflict between the wording in any Article set out in the main body of this Agreement and the wording in any Annex attached hereto, the wording set out in the Article shall prevail.

#### Non-Abrogation and Non Derogation of Inherent Treaty and Aboriginal Rights

- 1.5 Nothing in this Agreement is to be construed to diminish, derogate from, abrogate, limit, reduce or prejudice any Inherent Treaty or Aboriginal rights of Yellow Quill First Nation.
- 1.6 This Agreement does not deny or create Aboriginal or Treaty rights and nothing in this Agreement shall be interpreted so as to create or deny any Aboriginal or Treaty rights including those Aboriginal and Treaty rights within the meaning of s. 25 and s. 35(1) of the *Constitution Act, 1982*.
- 1.7 Nothing in the Agreement shall be interpreted to preclude Yellow Quill First Nation from entering into other agreements with Canada and the Province of Saskatchewan about administering Yellow Quill First Nation land and the extent to which Yellow Quill First Nation has jurisdiction in relation to administration and management of its land in relation to both members and non-members of Yellow Quill First Nation on Yellow Quill First Nation land and Reserve.
- 1.8 Notwithstanding anything in this Agreement, Yellow Quill First Nation shall retain its right to opt out of or be free at any time to rescind its Band Council Resolution requesting that Yellow Quill First Nation be added to the schedule of the *First Nation Land Management Act* of Canada, and to

further cause Yellow Quill First Nation to opt out of the provisions of the *First Nation Land Management Act*, the Framework Agreement, and this Individual Agreement, successor legislation, or any delegated authority, should the Council deem this to be in the best interests of Yellow Quill First Nation, subject to requesting and receiving an Order of the Governor-in-Council.

1.9 Nothing in this Agreement shall be interpreted to limit, restrict, abrogate or derogate from this inherent right to self-government of Yellow Quill First Nation:

- (a) the by-law making powers of the Council recognized pursuant to the *Indian Act*;
- (b) the law making powers of the Council recognized pursuant to the *First Nation Land Management Act* or other legislative provisions by Canada recognizing First Nation laws;
- (c) the aboriginal title or the aboriginal or treaty rights of Yellow Quill First Nation; or

the special and fiduciary relationship between Canada and Yellow Quill First Nation and its members.

## **2. INFORMATION PROVIDED BY CANADA**

2.1 In accordance with clause 6.3 of the Framework Agreement, the Minister has provided the First Nation with the following information:

- (a) a list, attached as Annex "C", and copies, or access to copies, of all the interests and licences granted by Canada in or in relation to the Yellow Quill First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register;
- (b) a list, attached as Annex "D", and copies of all existing information in Canada's possession, respecting any actual or potential environmental problems with the Yellow Quill First Nation Land; and
- (c) a list, attached as Annex "E", and copies of any other information in Canada's possession that materially affects the interests and licences mentioned in clause 2.1(a).

2.2 The Minister hereby acknowledges that in addition to providing the First Nation access to all the documents referred to in clause 2.1; the Minister shall:

- (a) provide sufficient information to ensure all existing interests are well defined and have no ambiguity in relation to boundaries, overlaps with



other interests, or clarity of tenure;

- (b) maintain and provide funding to the First Nation for additional survey work as necessary to avoid and clarify any ambiguity;
- (c) ensure that appropriate and quality survey parcel fabric is maintained on behalf of the First Nation; and
- (d) address any other legal deficiencies to ensure that any issues in relation to Yellow Quill First Nation land is clearly addressed so that the First Nation has a clear and solid foundation upon which to identify the Yellow Quill First Nation land upon which to enforce the land law.

### 3. TRANSFER OF LAND ADMINISTRATION

- 3.1 The Parties acknowledge that, as of the date the Land Law comes into force, the First Nation shall have the power to manage the Yellow Quill First Nation Land in accordance with section 18 of the Act and clause 12 of the Framework Agreement.
- 3.2 As provided in subsection 16(3) of the Act, Canada hereby transfers to the First Nation all of the rights and obligations of Canada as grantor in respect of the interests and licences in or in relation to Yellow Quill First Nation Land that exist on the coming into force of the Land Law, save and except:
  - (a) Canada retaining its rights, obligations, and duties pursuant to any permits issued under the Indian Waste Disposal Regulations (IWDR);
  - (b) conducting environmental site assessments of any permitted or unregulated waste disposal sites; and
  - (c) funding and concluding remediation of any permitted or unregulated waste disposal sites before such transfer to the First Nation.
- 3.3 As of the date the Land Law comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement, the Framework Agreement and the Act, the following:
  - (a) the collection of all rents and other amounts owing, payable or accruing pursuant to any instrument granting an interest or a license in or in relation to Yellow Quill First Nation Land; and
  - (b) the exercise of any power and authorities, and performance of any covenants, terms and conditions, under the instruments referred to in paragraph (a) which, but for the transfer, would have been Canada's responsibility.



- 3.4 The Parties acknowledge that the transfer of administration referred to in this Agreement is subject to section 39 of the Act, which provides for the continuation of the application of the *Indian Oil and Gas Act*.

#### **4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION**

- 4.1 The First Nation hereby accepts the transfer of land administration described in Article 3 of this Agreement, including, without limitation, the transfer of all the rights and obligations of Canada as grantor of the interests and licenses referred to in clause 3.2 of this Agreement.
- 4.2 As of the date the Land Law comes into force, and in accordance with the Framework Agreement and section 18 of the Act:
- (a) the land management provisions of the *Indian Act*, as listed in clause 21 of the Framework Agreement and section 38 of the Act, cease to apply and Canada retains no powers and obligations in relation to Yellow Quill First Nation Land under these provisions; and
  - (b) the First Nation shall commence administering Yellow Quill First Nation Land pursuant to its Land Law.

#### **5. OPERATIONAL FUNDING**

- 5.1 In accordance with clause 30.1 of the Framework Agreement, and subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Canada shall provide Operational Funding to the Yellow Quill First Nation as indicated in Annex "A" in accordance with the Operational Funding Formula as amended from time to time.
- 5.2 The Operational Funding referred to in clause 5.1 will be incorporated by the Parties into the Yellow Quill First Nation's Funding Arrangement in effect in the year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.
- 5.3 The Yellow Quill First Nation acknowledges that all obligations of Canada to fund the Yellow Quill First Nation, as required by Part V (Environment) and Part VI (Funding) of the Framework Agreement, have been addressed by the Operational Funding Formula.

#### **6. TRANSFER OF REVENUES**

- 6.1 Following the date that the Land Law comes into force, Canada shall transfer the revenue moneys referred to in section 19 of the Act and clause 12.8 of the Framework Agreement to the First Nation in accordance with the provisions set out in Annex "B".

- 6.2 Revenue moneys transferred pursuant to clause 6.1 shall be deposited in the First Nation's account at such financial institution as the First Nation may direct by notice in writing.
- 6.3 For greater certainty, the transfer of the revenue moneys does not release the First Nation from its commitment to reimburse Canada for any amount paid as a result of a default under any loan entered into by the First Nation or any of its members and guaranteed by Canada in accordance with the terms and conditions relating to ministerial loan guarantees.
- 6.4 For greater certainty, all Indian moneys deemed to be capital moneys pursuant to section 62 of the *Indian Act* are not to be transferred to the First Nation pursuant to this Agreement.

## **7. NOTICE TO THIRD PARTIES OF TRANSFER OF ADMINISTRATION**

- 7.1 Immediately following approval of the Land Law and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each holder of an interest or a licence in or in relation to Yellow Quill First Nation Land that is listed or referred to in Annex "C".
- 7.2 The Notice of Transfer of Administration shall state that
  - (a) the administration of Yellow Quill First Nation Land and Canada's rights in Yellow Quill First Nation Land, other than title, have been transferred to the First Nation effective the date the Land Law comes into force;
  - (b) the holder of the interest or license shall pay to the First Nation, all amounts owing, payable or due under the interest or licence on or after that date; and
  - (c) as of that date, the First Nation shall be responsible for the exercise of the powers and authorities, and the performance of any covenants, terms and conditions, under that instrument which, but for the transfer of administration, would have been Canada's responsibility.
- 7.3 The Yellow Quill First Nation shall deliver to Canada a copy of every Notice of Transfer of Administration and a copy of every acknowledgement of receipt of the Notice of Transfer of Administration received by the First Nation within 30 days of the issuance or receipt of the same.
- 7.4 The Notice obligations set out in this Article do not apply in respect of a holder of an interest or license who is a member of the First Nation.



## **8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS**

- 8.1 As of the date the Land Law comes into force, the environmental assessment process set out in Annex "F" shall apply to projects on Yellow Quill First Nation land until the coming into force of First Nation laws enacted in relation to that subject.
- 8.2 The Minister and First Nation agree that the First Nation will, with the assistance of the Lands Advisory Board and the appropriate federal agencies, make best efforts to develop an environmental assessment process within five (5) years after the First Nation's Land Law takes effect, or within such longer period as may be agreed in accordance with clause 25.1 of the Framework Agreement.
- 8.3 The scope of any environmental assessment process set out in Annex "F" and following the coming into force of First Nation laws shall be no broader than the scope expected of such projects requiring environmental assessment pursuant to the *Canadian Environmental Assessment Act* (CEAA 2012).
- 8.4 Upon the Yellow Quill First Nation Land Law and First Nation laws coming into force, the First Nation shall exercise any power or perform any duty or function conferred on it under the Land Law to permit a project to be carried out in whole or in part on First Nation land where the Council of the First Nation has determined that the carrying out of the project:
- (i) is not likely to cause significant adverse environmental effects as defined in CEAA 2012; or
  - (ii) is likely to cause significant adverse environmental effects and the Council decides that those effects are justified in the circumstances.

## **9. AMENDMENTS**

- 9.1 This Agreement may be amended by agreement of the Parties.
- 9.2 Any amendment to this Agreement shall be in writing and executed by the duly authorized representatives of the Parties.

## **10. NOTICES BETWEEN THE PARTIES**

- 10.1 Any notice or other official communication under this Agreement between the Parties shall be in writing addressed to the Party for whom it is intended.
- 10.2 The notice referred to in clause 10.1 shall be effective using any one of the following methods and shall be deemed to have been given as at the date specified for each method:

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- (a) by personal delivery, on the date upon which notice is delivered;
- (b) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party; or
- (c) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.

10.3 The addresses of the Parties for the purpose of any notice or other official communication are:

TO: Canada

c/o Director, Lands and Trust Services  
Department of Indian Affairs and Northern Development  
Saskatchewan Region

1827 Albert Street  
Regina, Saskatchewan S4P 2S9

FAX: 1-306-780-6128

TO: Yellow Quill First Nation

c/o Chief and Council  
P.O. Box 40  
Yellow Quill, Saskatchewan S0A 3A0

FAX: 1-306-322-2304

**11. DISPUTE RESOLUTION**

- 11.1 For greater certainty, any dispute arising from the implementation, application or administration of this Agreement may be resolved in accordance with the Dispute Resolution provisions set out in Part IX of the Framework Agreement.

**12. DATE OF COMING INTO FORCE**

- 12.1 The Parties acknowledge that the members of the First Nation have voted to approve the Land Law and this Agreement in accordance with the Framework Agreement and the Act.
- 12.2 This Agreement shall be effective as of the date on which the last of the Parties signs this Agreement.



- 12.3 The Parties acknowledge that the signing of this Agreement alone does not bring the Land Law into force, and that the First Nation is not an operational First Nation under the First Nations Land Management regime until the Land Law comes into force in accordance with the provisions of the Land Law, the Framework Agreement and the Act.

**IN WITNESS WHEREOF**, the duly authorized representatives of Yellow Quill First Nation have signed this Agreement on behalf of Yellow Quill First Nation on \_\_\_\_\_, 20\_\_, and the Minister of Indian Affairs and Northern Development has signed this Agreement on behalf of Her Majesty The Queen in right of Canada, on \_\_\_\_\_, 20\_\_.

Her Majesty the Queen in right of  
Canada, as represented by the  
Minister of Indian Affairs and  
Northern Development

YELLOW QUILL FIRST NATION

\_\_\_\_\_  
Chief John Machiskinic

\_\_\_\_\_  
Minister of Indian Affairs and  
Northern Development  
Honourable Minister  
Bernard Valcourt

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

**ANNEX "A"**

**FUNDING PROVIDED BY CANADA**

- (a) For the Fiscal Year in which the Land Law comes into force, the First Nation shall be paid (i) Operational Funding specified in the table below prorated based on the number of months from the date that the Land Law comes into force to the end of that Fiscal Year, and (ii) the amount specified in the table below for Transitional and Environmental Funding.
- (b) For the second Fiscal Year, the First Nation shall be paid (i) the Operational Funding specified in the table below, and (ii) the amount specified in the table below for Transitional and Environmental Funding.
- (c) For Fiscal Year(s) \_\_\_\_\_, the First Nation shall be paid the Operational Funding specified in the table below.
- (d) Subject to appropriation by Parliament and the approval of the Treasury Board of Canada, Operational Funding for Fiscal Years after those identified in paragraph (c) will be calculated and provided in accordance with the Operational Funding Formula as amended from time to time.

OPERATIONAL FUNDING	
First Fiscal Year	\$ 251,636 (This amount shall be prorated in accordance with paragraph (a) above)  and  <b>\$ 75,000 (Transitional and Environmental Funding)</b>
Second Fiscal Year	\$ [insert Tier funding level]  and  <b>\$ 75,000 (Transitional and Environmental Funding)</b>
Fiscal Year(s) _____	\$ 251,636 per Fiscal Year



**ANNEX "B"**

**DETAILS FOR THE REVENUE MONEYS TRANSFER**

1. As of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Canada is holding \$\_\_\_\_\_ of revenue moneys for the use and benefit of the First Nation or its members. This amount is included for information purposes only and is subject to change.
2. **Initial Transfer.** Within thirty (30) days of the Land Law coming into force, Canada shall transfer to the First Nation all revenue moneys collected, received or held by Canada for the use and benefit of the First Nation or its members.
3. **Subsequent Transfers.** Canada shall, on a semi-annual basis, transfer to the First Nation any interest that is paid into the First Nation's revenue moneys account thereafter pursuant to subsection 61(2) of the *Indian Act*. This includes any interest paid on capital moneys of the First Nation while these moneys, if any, are being held in Canada's Consolidated Revenue Fund. The first such subsequent transfer shall be made in the month of April or October, whichever month comes first after the month of the initial transfer.

**ANNEX "C"**

**LIST OF INTERESTS AND LICENCES GRANTED BY CANADA**

All interests and licenses granted by Canada in or in relation to the Yellow Quill First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are listed in the attached reports.

OR

All interests and licenses granted by Canada in or in relation to the Yellow Quill First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are listed in reports that are available for review at the Yellow Quill First Nation Land Management Office located at Yellow Quill First Nation Reserve No. 90.

Reserve General Abstract Reports for:

- Yellow Quill First Nation Reserve No. 90
- Yellow Quill First Nation Reserve No. 90-8
- Yellow Quill First Nation Reserve No. 90-9
- Yellow Quill First Nation Reserve No. 90-18

Lawful Possessors Reports for:

- Yellow Quill First Nation Reserve No. 90
- Yellow Quill First Nation Reserve No. 90-8
- Yellow Quill First Nation Reserve No. 90-9
- Yellow Quill First Nation Reserve No. 90-18

Lease or Permits Reports for:

- Yellow Quill First Nation Reserve No. 90
- Yellow Quill First Nation Reserve No. 90-8
- Yellow Quill First Nation Reserve No. 90-9
- Yellow Quill First Nation Reserve No. 90-18

The above reports identify all interests or licenses granted by Canada that are registered in the Indian Lands Registry System (ILRS). The following is a list of interests granted by Canada that have not been registered or are pending registration in the ILRS. Copies of these interests shall be provided to the First Nation.

[List interests]



**ANNEX "D"**

**LIST OF ALL EXISTING INFORMATION IN CANADA'S POSSESSION RESPECTING  
ANY ACTUAL OR POTENTIAL ENVIRONMENTAL PROBLEMS WITH THE FIRST  
NATION LANDS**

A DRAFT FOR DISCUSSION PURPOSES ONLY AND WITHOUT PREJUDICE

**ANNEX “E”**

**LIST OF OTHER INFORMATION PROVIDED BY CANADA THAT MATERIALLY  
AFFECTS INTERESTS AND LICENSES**



**ANNEX "F"**

**INTERIM ENVIRONMENTAL ASSESSMENT PROCESS**

(1) In this Annex,

(a) "CEAA 2012" means the *Canadian Environmental Assessment Act, 2012*, S.C. 2012, c. 19, s. 52, as amended from time to time.

(2) This Annex sets out the environmental assessment process that will apply to projects on First Nation Land until the enactment and coming into force of First Nation Laws on that subject.

Where an assessment is triggered or necessary, the First Nation shall conduct such assessment process in respect of a project on First Nation Land consistent with CEAA 2012, provided however, that the scope of such project requiring environmental assessment shall be no broader than the scope under the CEAA 2012.

(3) Notwithstanding clause (3), the First Nation is not required to conduct an additional environmental assessment if the First Nation decides to adopt an environmental assessment that Canada conducts in respect of that project.

(4) If the First Nation elects to use a process that is consistent with CEAA 2012, the following applies unless it is inconsistent with any amendments made to CEAA 2012 in the future or any legislation that replaces CEAA 2012:

(a) If the project is a "designated project" as defined in CEAA 2012, the First Nation shall conduct an environmental assessment of that project in accordance with a process that is consistent with that of CEAA 2012; or

(b) If the project is a "project" as defined in section 66 of CEAA 2012, the First Nation shall not carry out the project on First Nation Land, or exercise any power or perform any duty or function conferred on it under the Land Law or a First Nation law pursuant to the FNLMA that would permit the project to be carried out, in whole or in part, on First Nation Land, unless the Council of the First Nation determines that the carrying out of the project

(i) is not likely to cause significant adverse environmental effects as defined in CEAA 2012; or

(ii) is likely to cause significant adverse environmental effects and the Council decides that those effects are justified in the circumstances.

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- (5) All processes shall be conducted at the expense of the First Nation or of the proponent of the project.
- (6) The provisions in this Annex are without prejudice to any environmental assessment process that the First Nation may develop in accordance with the Act and the Framework Agreement for incorporation in First Nation laws respecting environmental assessment.



A DRAFT FOR DISCUSSION PURPOSES ONLY AND WITHOUT PREJUDICE

**ANNEX "G"**

**DESCRIPTION OF YELLOW QUILL FIRST NATION LAND**

