



**Moose Lake
Community**



THE AGREEMENT AMONG

**MOOSE LAKE COMMUNITY as represented
by the Community Council ("Moose Lake Community")**

OF THE FIRST PART

and

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

OF THE SECOND PART

and

THE MANITOBA HYDRO-ELECTRIC BOARD ("Hydro")

OF THE THIRD PART

TABLE OF CONTENTS

Page No.

PREAMBLE

ARTICLE 1 - AGREEMENT AND INTERPRETATION 4

1.1 AGREEMENT 4

1.1.1 Contents 4

1.1.2 Maps 5

1.2 INTERPRETATION 5

1.2.1 Definitions 5

1.2.2 Use of Definitions 11

1.2.3 Statutory References 12

1.2.4 Legislation Speaks from Present 12

ARTICLE 2 - PAYMENT AND COSTS 13

2.1 INTRODUCTION 13

2.1.1 Introduction 13

2.2 PAYMENT 13

2.2.1 Payment 13

2.2.2 Application of Payment 13

2.2.3 No Per Capita Distribution 14

2.2.4 Interest on Late Payment 14

2.3 COSTS 14

2.3.1 Past Costs, Fees and Contingency Fees 14

2.3.2 Current Costs 14

2.3.3 Limitations 14

ARTICLE 3 - EASEMENT LINES AND PROJECT EASEMENTS 15

3.1 INTRODUCTION 15

3.1.1 Introduction 15

3.2	EASEMENT LINES	15
3.2.1	Establishment of Easement Lines	15
3.2.2	Methodology	15
3.3	SURVEYS	16
3.3.1	Explanatory Plan of Easement Lines	16
3.3.2	Demarcation of Easement Lines	16
3.4	PROJECT EASEMENTS	16
3.4.1	Form of Project Easement Agreement	16

SCHEDULE 3.1 - PROJECT EASEMENT AGREEMENT

ARTICLE 4 - COMMUNITY LANDS	18
4.1 INTRODUCTION.....	18
4.1.1 Introduction.....	18
4.2 INDIVIDUAL SELECTIONS	18
4.2.1 Confirmation of Availability of Individual Selections in Part 2 of Schedule 4.1	18
4.2.2 Issuance of Land Use Permits	19
4.2.3 Use of Individual Selections	19
4.2.4 Effect of Non-Conforming Use.....	19
4.2.5 Renewable.....	20
4.2.6 Fees	20
4.2.7 Land Use Permits subject to Lawful Use by Hydro	20
4.2.8 Request for Transfer in Fee Simple	20
4.2.9 Individual Selection in Part 4 of Schedule 4.1	20
4.2.10 Condition of Land Use Permit	20
4.2.11 Parcel not to be Transferred in Fee Simple.....	20
4.2.12 Non-Approval of Individual Selection	21
4.3 LAND USE PERMIT FOR COMMUNITY DEVELOPMENT SITE	21
4.3.1 Issuance of Land Use Permit	21
4.3.2 Renewable.....	21
4.3.3 Fees	21
4.3.4 Land Use Permits Subject to Lawful Use of Lands by Hydro	21
4.3.5 Request for Transfer in Fee Simple	21
4.4 SURVEYS AND PROCESS FOR TRANSFER.....	22
4.4.1 Surveys.....	22
4.4.2 Water Boundary of Parcels	22

4.4.3	Water Boundary of Lands Subject to Project Easement	23
4.4.4	Water Boundary of Lands not Subject to Project Easement.....	23
4.4.5	Registration of Transfer of Title	23
4.4.6	Reservations to Manitoba	23
4.4.7	Costs of Surveys and Transfers.....	23
4.4.8	Costs Chargeable.....	24
4.5	USE OF COMMUNITY DEVELOPMENT SITE	24
4.5.1	Use of Community Development Site	24
4.5.2	Application for Use by Individuals.....	24
4.5.3	Content of Application.....	24
4.5.4	Authorization of Use.....	24
4.5.5	Cancellation of Authorized Use.....	24
4.5.6	Reversion	25

SCHEDULE 4.1 - COMMUNITY LANDS

SCHEDULE 4.2 - FORM OF LAND USE PERMIT

SCHEDULE 4.3 - SURVEY INSTRUCTIONS

SCHEDULE 4.4 - FORM OF COUNCIL RESOLUTION

ARTICLE 5 - FOREBAY COMMUNITY SITE 26

5.1	INTRODUCTION.....	26
5.1.1	Introduction.....	26
5.2	FOREBAY COMMUNITY SITE.....	26
5.2.1	Description of Area.....	26
5.2.2	Establishment of Residences and Infrastructure	26
5.2.3	Forebay Community Site	26
5.2.4	Continued Use and Occupation of the Forebay Community Site	26
5.2.5	Release by Mosakahiken of Claim to Forebay Community Site	26
5.2.6	Indemnity	27

SCHEDULE 5.1 - FOREBAY COMMUNITY SITE

**SCHEDULE 5.2 - PARAGRAPH 18.2.1(b) OF THE MOSAKAHIKEN
COMPREHENSIVE FOREBAY AGREEMENT**

ARTICLE 6 - RESOURCE MANAGEMENT.....	28
6.1 INTRODUCTION.....	28
6.1.1 Introduction.....	28
6.2 MOOSE LAKE RESOURCE MANAGEMENT AREA AND BOARD.....	28
6.2.1 Establishment of Moose Lake Resource Management Area	28
6.2.2 Establishment of Moose Lake Resource Management Board	28
6.2.3 Amendment of Area.....	28
6.3 PARTICIPATION OF MOOSE LAKE COMMUNITY	29
6.3.1 Appointment of Community Member by Manitoba	29
6.3.2 Identification of Community Member	29
6.3.3 Change in Number of Members	29
6.3.4 Alternate Community Member	29
6.3.5 Replacing Members	29
6.3.6 Costs of Moose Lake Community Designate	29
6.4 INFORMATION	30
6.4.1 Requesting Information.....	30
6.5 CONSULTATION WITH MOOSE LAKE COMMUNITY COUNCIL	30
6.5.1 Requests Made to Manitoba	30
6.5.2 Consultation with Moose Lake Community	30
6.5.3 Assignment of Functions	30
6.6 RESOURCE USE.....	31
6.6.1 Resource Use.....	31
6.7 EFFECTIVE DATE.....	31
6.7.1 Effective Date.....	31

**SCHEDULE 6.1 - ARTICLE 13 OF THE MOSAKAHIKEN COMPREHENSIVE
FOREBAY AGREEMENT**

ARTICLE 7 - JOINT RANGE RESERVATION	32
7.1 INTRODUCTION.....	32
7.1.1 Introduction.....	32
7.1.2 Consultation	32

7.2	BOUNDARIES AND EXCLUDED INTERESTS	32
7.2.1	Establishment of Joint Range Reservation	32
7.2.2	Other Rights or Interests not Affected	32
7.3	LAND USE.....	32
7.3.1	Uses	32
7.3.2	No Liability for Flooding Damage.....	33
7.3.3	Exception for Unauthorized Activity	33
7.3.4	Further Disposition	33
7.3.5	Application of Resource Management Plans and Land Use Plans	33
7.3.6	Application for Use	34
7.3.7	Content of Application.....	34
7.3.8	Approval by Councils	34
7.3.9	Consideration by Board	34
7.3.10	Recommendation by Board.....	34
7.3.11	Reconsideration.....	35
7.3.12	Permits Issued by Manitoba	35
7.4	EFFECTIVE DATE.....	35
7.4.1	Effective Date.....	35

SCHEDULE 7.1 - JOINT RANGE RESERVATION

	ARTICLE 8 - PROJECT OPERATIONS AND COMPENSATION	36
8.1	INTRODUCTION.....	36
8.1.1	Introduction.....	36
8.2	RECORDS	36
8.2.1	Daily Average Water Level Records	36
8.2.2	Notice of Malfunction	36
8.3	PROJECTIONS	36
8.3.1	Daily Average Water Level Projections	36
8.3.2	Qualifications as to Accuracy of Projections	37
8.3.3	Notice of Change	37
8.4	PROJECT OPERATIONS.....	37
8.4.1	No Restraint on Lawful Operation.....	37
8.4.2	No Releases for Unlawful Operation	37
8.4.3	Operation of Moose Lake Narrows Control Structure	37

8.5	FULLY COMPENSATED ZONE.....	38
8.5.1	Fully Compensated Zone.....	38
8.6	PRE-DETERMINED COMPENSATION ZONES	38
8.6.1	Pre-determined Compensation Zones	38
8.6.2	Calculation and Payment	38
8.6.3	Use of Compensation	39
8.6.4	Annual Maximum	39
8.6.5	Annual Minimum where Compensation Payable	39
8.6.6	Rejection of Pre-determined Compensation	39
8.6.7	Claim by Moose Lake Community	39
8.6.8	Deemed Acceptance of Compensation	39
8.6.9	Indexing	40
8.7	WIND ELIMINATED WATER LEVELS OUTSIDE ZONES.....	40
8.7.1	Parties to Discuss Cause	40
8.7.2	Hydro Not Released	40
8.8	TERMINATION OR AMENDMENT OF PRE-DETERMINED COMPENSATION PROVISIONS.....	40
8.8.1	Termination of Section 8.6.....	40
8.8.2	Hydro and the Moose Lake Community to Study Potential Effects.....	41
8.8.3	Amendment of Compensation Provisions.....	41
8.8.4	Termination of Compensation Provisions.....	41
8.9	END OF PROJECT.....	42
8.9.1	Maintenance of Water Regime.....	42
8.9.2	No Release Where Unlawful to Comply.....	42

SCHEDULE 8.1 - FULLY COMPENSATED ZONE

SCHEDULE 8.2 - PRE-DETERMINED COMPENSATION ZONES

**SCHEDULE 8.3 - METHOD OF CALCULATION OF WATER LEVELS AND
SAMPLE CALCULATION OF PRE-DETERMINED
COMPENSATION**

ARTICLE 9 - MOOSE LAKE NARROWS CONTROL STRUCTURE 43

9.1	INTRODUCTION.....	43
9.1.1	Introduction.....	43

9.2	OPERATION	43
9.2.1	Relationship to 1990 Agreement	43
9.2.2	Review of Operations.....	43
9.2.3	Potential Amendment.....	43
9.2.4	Consultation with Other Parties	43
9.3	OPERATING INSTRUCTIONS	44
9.3.1	Establishment of Operating Instructions.....	44
9.3.2	Consideration by Resource Management Boards and Other Third Parties.....	44
9.3.3	Compliance with Operating Instructions	44
9.4	NAVIGATION	44
9.4.1	Navigation Concerns.....	44
9.4.2	Anticipated Resolution.....	44
9.4.3	Alternative Arrangement.....	45
9.4.4	Alternative.....	45
ARTICLE 10 - SETTLEMENT AND SATISFACTION.....		46
10.1	INTRODUCTION.....	46
10.1.1	Introduction.....	46
10.2	SETTLEMENT AND SATISFACTION	46
10.2.1	Settlement and Satisfaction.....	46
10.2.2	Exclusions	46
10.2.3	Covenant Not to Sue	48
10.2.4	Discontinuance of Legal Actions	48
10.3	INDEPENDENT ADVICE.....	48
10.3.1	Acknowledgement re: Independent Advice.....	48
10.3.2	Certificate of Independent Advice	49
10.4	SURVIVAL.....	49
10.4.1	No Release of Canada	49
10.4.2	Survival of 1962 Arrangements	49
10.4.3	Survival of 1990 Agreement	49
SCHEDULE 10.1 - CERTIFICATES OF INDEPENDENT ADVICE		
ARTICLE 11 - APPROVAL AND EXECUTION		50

11.1	INTRODUCTION.....	50
11.1.1	Introduction.....	50
11.2	APPROVAL PROCESS.....	50
11.2.1	Approval of Agreement	50
11.3	PUBLIC MEETING AND VOTE	50
11.3.1	Public Meeting	50
11.3.2	Voters	51
11.3.3	Vote	51
11.3.4	Ballot Question.	51
11.3.5	Approval.....	51
11.4	EXECUTION	51
11.4.1	Execution of Agreement	51
11.4.2	Agreement of No Force and Effect.....	52

SCHEDULE 11.1 – BALLOT QUESTION

	ARTICLE 12 - GENERAL PROVISIONS.....	53
12.1	INTRODUCTION.....	53
12.1.1	Introduction.....	53
12.2	INTERPRETATION	53
12.2.1	Headings.....	53
12.2.2	Singular and Plural.....	53
12.2.3	Metric Measure	53
12.2.4	Interpretation Aids	53
12.2.5	No Presumptions	53
12.2.6	Aboriginal and Treaty Rights.....	54
12.3	VALIDITY OF PROVISIONS	54
12.3.1	Powers and Prerogatives	54
12.3.2	Statutory Requirements.....	54
12.4	PARTIES	54
12.4.1	Binding on Parties	54
12.5	NOTICE	54
12.5.1	Notices	54
12.5.2	Addresses	54

12.6	ENTIRE AGREEMENT	55
12.6.1	Agreement Supersedes.....	55
12.6.2	No Merger With Other Agreements.....	55
12.6.3	Assignment.....	55
12.6.4	Further Action	55
12.7	GOVERNING LAW	55
12.7.1	Laws in Manitoba.....	55
12.8	GENERAL	55
12.8.1	No Admission	55
12.8.2	Amendment.....	56
12.8.3	Assumption of Liability	56
12.8.4	Notice	56
12.8.5	No Merger of Covenants.....	56
12.8.6	Three Party Meeting.....	57

THIS AGREEMENT made as of this ___ day of _____, 200_.

AMONG:

MOOSE LAKE COMMUNITY
as represented by the **Community Council**,

(hereinafter referred to as the "**Moose Lake Community**"),

OF THE FIRST PART,

- and -

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

(hereinafter referred to as "**Manitoba**"),

OF THE SECOND PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter referred to as "**Hydro**"),

OF THE THIRD PART.

WHEREAS:

- A. In 1962, **Manitoba** made undertakings to include residents of what is now the **Moose Lake Community** in the provisions of the **1962 Arrangements** in relation to the development and operation of the **Project**;
- B. The **Project** affected the water regime of Moose Lake making it necessary for the partial relocation of residents to a new community development, part of which was on 22 acres of former reserve land of **Mosakahiken** taken under section 35 of the *Indian Act* for purposes of the **Project**;

- C. The **Community Council**, on its own behalf and on behalf of the residents of the **Moose Lake Community**, advanced a claim against **Manitoba** and **Hydro** relating to the effects of the **Project**;

- D. In November 1990, the **Moose Lake Community**, **Mosakahiken** and **Hydro** entered into the **1990 Agreement** which resolved issues involving adverse effects of the **Project** on the **Moose Lake Community** and on the collective rights and interests of the **Community Council** and residents of the **Moose Lake Community**;

- E. The **1990 Agreement** also contemplated additional negotiations with **Manitoba** for the purpose of arriving at a comprehensive settlement of all outstanding issues related to the **Project**;

- F. Negotiations among the **Moose Lake Community**, **Manitoba** and **Hydro** resulted in the execution of the **Agreement in Principle** in April 2000, which set out principles and understandings to guide and govern the negotiation of an agreement which would:
 - (a) resolve the grievances advanced by the **Community Council** on its own behalf and on behalf of the residents of the **Moose Lake Community**,

 - (b) fully and finally resolve and conclude all issues and claims between and among the parties in relation to and arising out of the **Project**, and the **1962 Letter of Intent** including the partial relocation of residents of the **Moose Lake Community** and the establishment of a new community development, and

 - (c) lay the foundation for the cooperative management of lands and waters within the **Moose Lake Resource Management Area**; and

- G.** As a result of those negotiations among the **Moose Lake Community, Manitoba** and **Hydro** pursuant to the **Agreement in Principle**, the **Parties** are entering into this **Agreement**.

NOW THEREFORE the **Parties** agree as follows:

ARTICLE 1 - AGREEMENT AND INTERPRETATION

1.1 AGREEMENT

1.1.1 Contents. This **Agreement** consists of Articles 1 through 12 and includes the following schedules which are attached to this **Agreement**:

- (a) Schedule 3.1 Form of **Project Easement** Agreement;
- (b) Schedule 4.1 **Community Lands**;
- (c) Schedule 4.2 Form of **Land Use Permit**;
- (d) Schedule 4.3 Survey Instructions;
- (e) Schedule 4.4 Form of **Council Resolution**;
- (f) Schedule 5.1 **Forebay Community Site**;
- (g) Schedule 5.2 Paragraph 18.2.1(b) of the **Mosakahiken Comprehensive Forebay Agreement**;
- (h) Schedule 6.1 Article 13 of the **Mosakahiken Comprehensive Forebay Agreement**;
- (i) Schedule 7.1 **Joint Range Reservation** Area;
- (j) Schedule 8.1 **Fully Compensated Zone**;
- (k) Schedule 8.2 **Pre-determined Compensation Zones**;
- (l) Schedule 8.3 Method of Calculation of Water Levels and Sample Calculation of Pre-Determined Compensation;
- (m) Schedule 10.1 Certificates of Independent Advice; and
- (n) Schedule 11.1 Ballot Question.

1.1.2 Maps. Maps referred to in and attached to a Schedule form part of, and are included in, that Schedule.

1.2 INTERPRETATION

1.2.1 Definitions. In this **Agreement**, the following words and phrases, when capitalized and printed in bold type, whether in the plural, the singular or the possessive, have the following meanings:

- (a) **1962 Arrangements** means those arrangements among **Manitoba, Hydro, Canada** and **Mosakahiken** related to the taking and use of certain **Reserve** lands for water storage and the anticipated effects of the development and operation of the **Project**, evidenced in documents which include:
 - (i) a letter dated June 8, 1962 sent to **Mosakahiken** by the Grand Rapids Forebay Administration Committee, on behalf of **Manitoba** and **Hydro**,
 - (ii) certain **Mosakahiken** Council Resolutions dated June 20, 1962, October 11, 1962 and June 17, 1964,
 - (iii) Privy Council Order No. 1962-1617 dated November 15, 1962, and
 - (iv) Privy Council Order No. 1970-206 dated February 3, 1970;
- (b) **1962 Letter of Intent** means the letter dated June 8, 1962 sent to **Mosakahiken** by the Grand Rapids Forebay Administration Committee, on behalf of **Manitoba** and **Hydro**, which forms part of the **1962 Arrangements**;
- (c) **1990 Agreement** means the settlement agreement dated November 9, 1990 among **Mosakahiken, Hydro** and the **Moose Lake Community**;
- (d) **Adverse Effects** means the direct or indirect negative consequences of the **Project** or the operation thereof by **Hydro**, which consequences impact on or change the physical, chemical or biological characteristics of the environment

and which consequences include, without limitation, risks or injuries to the health, safety, well-being, comfort or enjoyment of life by the **Moose Lake Community** or its residents, and which consequences impact on interests in and the exercise of rights in relation to lands, pursuits, activities, opportunities, lifestyles and assets of the **Moose Lake Community** or its residents;

- (e) **Agreement** means this **Moose Lake Community** Forebay Agreement, including all schedules listed in subsection 1.1.1;
- (f) **Agreement in Principle** means the agreement in principle among the **Moose Lake Community**, **Hydro** and **Manitoba**, executed by the **Moose Lake Community** in November 1999, by **Hydro** in November 1999 and by **Manitoba** in April 2000;
- (g) **Canada** means Her Majesty the Queen in Right of Canada;
- (h) **Chief** means the Chief of **Mosakahiken** in office at the relevant time;
- (i) **Chief and Council** means the Council of **Mosakahiken** in office at the relevant time;
- (j) **Community Council** means the Mayor and Council of the **Moose Lake Community** elected and in office pursuant to *The Northern Affairs Act* (Manitoba);
- (k) **Community Development Site** means the parcel of land of approximately 912 acres that is described in Part 3 of Schedule 4.1, and which is the subject of section 4.5;
- (l) **Community Lands** means the **Community Development Site** and the **Individual Selections** which are described in Schedule 4.1 and which are the subject of Article 4;
- (m) **Community Nominee** means an entity entitled to hold an interest in the **Community Development Site** and will be either:

- (i) an incorporated **Moose Lake Community** Association, or
- (ii) some other corporate entity on behalf of residents of the **Moose Lake Community**,

whose Board of Directors consist of the **Community Council**;

- (n) **Community Resident** means a person who:
 - (i) is eighteen (18) years of age or older at the relevant time, and
 - (ii) is ordinarily resident within the boundaries of the community of Moose Lake, as established pursuant to *The Northern Affairs Act* (Manitoba);
- (o) **Consumer Price Index** means the monthly publication by Statistics Canada of statistical data related to the change in price of goods and services (all items excluding alcoholic beverages and tobacco products) for the Province of Manitoba;
- (p) **Council Resolution** means a resolution of the **Community Council**;
- (q) **Daily Average Water Levels** means the arithmetic average of readings of water levels recorded in a day at the **Moose Lake Gauge**, and where relevant adjusted to eliminate the effects of wind, or a valid representative substitute for such readings, if such readings are unavailable or demonstrably in error;
- (r) **Date of this Agreement** means the date this **Agreement** has been executed by the last **Party**;
- (s) **Development Plan** means a development plan as defined in *The Planning Act* (Manitoba) or any similar plan or instrument adopted under successor legislation;
- (t) **Easement Line** means a line established in accordance with Article 3 demarcating the upper boundary of the land that is to be subject to a **Project Easement**;

- (u) **Fish** means fish as defined in the *Fisheries Act* (Canada);
- (v) **Forebay Community Site** means the approximately twenty-two (22) acre site of former **Reserve** land, depicted in Schedule 5.1, which was taken for purposes of the **Project** and which is the subject of Article 5;
- (w) **Fully Compensated Zone** means the zone which is described in subsection 8.5.1 and shown graphically in Schedule 8.1;
- (x) **Hydro** means The Manitoba Hydro-Electric Board;
- (y) **Individual Selections** means those parcels of land described in Part 1, Part 2, Part 3 and Part 4 of Schedule 4.1, which have been selected by **Selectors** and which are the subject of section 4.2;
- (z) **Joint Range Reservation** means the area depicted in Schedule 7.1 and that is the subject of Article 7;
- (aa) **Land Use Permit** means a permit issued pursuant to subsection 4.2.2 or subsection 4.3.1 substantially in the form of Schedule 4.2;
- (bb) **Land Use Plan** means a plan developed by the **Moose Lake Resource Management Board** in accordance with subsection 13.6.5 of the **Mosakahiken Comprehensive Forebay Agreement**;
- (cc) **Manitoba** means Her Majesty the Queen in Right of Manitoba;
- (dd) **Member** means a person who, at the relevant time, is a member of **Mosakahiken** pursuant to the *Indian Act* (Canada);
- (ee) **Moose Lake Community** means the Community of Moose Lake, an unincorporated community established under *The Northern Affairs Act* (Manitoba), which is represented by the **Community Council**;
- (ff) **Moose Lake Gauge** means Water Survey of Canada Gauging Station No. 05KK006 South Moose Lake at **Moose Lake Narrows Control Structure** or

such replacement gauge as may be established in accordance with the terms of this **Agreement**;

- (gg) **Moose Lake Narrows Control Structure** means the structure, dikes and related infrastructure, and lands associated therewith and designated Parcels A, B, C and D, all of which is shown and described on Manitoba Hydro Plan "Lands Required For Moose Lake Control Structure", No. 1-00112-PE-11540-00001;
- (hh) **Moose Lake Resource Management Area** means the area established under subsection 13.2.1 of the **Mosakahiken Comprehensive Forebay Agreement** which is depicted in Schedule 13.1 of the **Mosakahiken Comprehensive Forebay Agreement**, subject to amendments made in accordance with subsection 13.2.3 of the **Mosakahiken Comprehensive Forebay Agreement**;
- (ii) **Moose Lake Resource Management Board** means the Moose Lake Resource Management Board established under subsection 13.3.1 of the **Mosakahiken Comprehensive Forebay Agreement**;
- (jj) **Mosakahiken** means Mosakahiken Cree Nation, a "band" within the meaning of the *Indian Act* (Canada), which is represented by **Chief and Council**;
- (kk) **Mosakahiken Comprehensive Forebay Agreement** means
 - (i) an agreement proposed to be entered into by **Mosakahiken, Hydro and Manitoba** intended to fully and finally resolve and conclude all issues between and among those parties in relation to and arising out of the **Project** and the **1962 Arrangements** and which has been substantially negotiated but which has not been finalized as of the **Date of this Agreement**, and
 - (ii) that agreement after it has been entered into by **Mosakahiken, Hydro and Manitoba**;

- (ll) **Municipality** means a city, town, village, rural municipality, local government district or other like municipal organization and includes a community under *The Northern Affairs Act* (Manitoba);
- (mm) **Ordinary High Water Mark** (or **OHWM**) means a line defined by the normal high water mark of a water body, whether regulated or unregulated, determined by plant growth and soil conditions observed in the field. The **Ordinary High Water Mark** will be the limit or edge of a non-tidal body of water, where the bed is the land so long covered by water as to wrest it from vegetation, or as to mark a distinct character on the vegetation where it extends into the water, or upon the soil itself;
- (nn) **Parties** means **Manitoba, Hydro** and the **Moose Lake Community**;
- (oo) **Party** means, as the context requires, any one of **Manitoba, Hydro** or the **Moose Lake Community**;
- (pp) **Pre-determined Compensation Zones** means the zones which are described in subsection 8.6.1 and shown graphically in Schedule 8.2;
- (qq) **Project** means the undertaking commonly known as the Grand Rapids Hydro-Electric Generating Station and all related and ancillary works existing as of the **Date of this Agreement**, including without limiting the generality of the foregoing, the works and operations described in the **Water Power Licence**;
- (rr) **Project Easement** means the rights and privileges granted to **Hydro** and reserved to **Manitoba** under a **Project Easement Agreement**;
- (ss) **Project Easement Agreement** means an agreement which grants to **Hydro** and reserves to **Manitoba** the limited rights and privileges to regulate the flow of and to inundate and store water on or over certain lands sufficient to accommodate a maximum **Wind Eliminated Water Level** of 842 feet A.S.L. immediately upstream of the Grand Rapids Generating Station, and to affect

from time to time certain lands to a level at or about 848 feet A.S.L. which will substantially be in the form of Schedule 3.1;

- (tt) **Reserve** has the same meaning as in the *Indian Act* (Canada), but is restricted to those reserves set apart for the use and benefit of **Mosakahiken**;
- (uu) **Resource Management Plan** means a plan developed by the **Moose Lake Resource Management Board** in accordance with subsection 13.6.2 of the **Mosakahiken Comprehensive Forebay Agreement**;
- (vv) **Resources** includes **Fish, Wildlife**, forests, plants, lands and waters in the **Moose Lake Resource Management Area**;
- (ww) **Selector** means a person who:
 - (i) is eighteen (18) years of age or older as of June 30, 2000,
 - (ii) is not an Indian within the meaning of the *Indian Act* (Canada), and
 - (iii) is ordinarily resident within the boundaries of the community of Moose Lake, as established pursuant to *The Northern Affairs Act* (Manitoba);
- (xx) **Water Power Licence** means the Final Licence for the Development of Water Power, Grand Rapids Site, Saskatchewan River, issued May 30, 1975;
- (yy) **Wildlife** means wildlife as defined in *The Wildlife Act* (Manitoba); and
- (zz) **Wind Eliminated Water Levels** means water levels which have had the effects of wind removed by using a seven day moving mean of the **Daily Average Water Levels** in accordance with the method of calculation set forth in Schedule 8.3.

1.2.2 Use of Definitions. Except for use in this **Agreement** these definitions are without prejudice to, and are not binding upon, any of the **Parties**.

1.2.3 Statutory References. The following legislation is referred to in this **Agreement** and, unless otherwise specifically provided, when described by the title set out in this subsection, the legislation will be interpreted to mean the legislation as cited in this subsection:

(a) Acts of the Parliament of Canada:

Fisheries Act, R.S.C. 1985, c. F-14,
Indian Act, R.S.C. 1985, c. I-5;

(b) Acts of the Legislature of Manitoba:

The Arbitration Act, C.C.S.M. c. A120,
The Buildings and Mobile Homes Act, C.C.S.M. c. B93,
The Crown Lands Act, C.C.S.M. c. C340,
The Forest Act, C.C.S.M. c. F150,
The Freedom of Information and Protection of Privacy Act, C.C.S.M. c. F175,
The Highways and Transportation Act, C.C.S.M. c. H40,
The Highways Protection Act, C.C.S.M. c. H50,
The Mines and Minerals Act, C.C.S.M. c. M162,
The Northern Affairs Act, C.C.S.M. c. N100,
The Planning Act, C.C.S.M. c. P80,
The Real Property Act, C.C.S.M. c. R30,
The Water Power Act, C.C.S.M. c. W60,
The Wildlife Act, C.C.S.M. c. W130; and

(c) Acts constituting part of the Constitution of Canada:

Constitution Act, 1982, being Schedule B to the *Canada Act, 1982* (U.K.), 1982, c. 11.

1.2.4 Legislation Speaks from Present. All references to legislation referred to in subsection 1.2.3 will include all regulations made in accordance with that legislation and any amendment, re-enactment or replacement from time to time of that legislation.

ARTICLE 2 - PAYMENT AND COSTS

2.1 INTRODUCTION

2.1.1 Introduction. Article 2 provides for a payment to be made to the **Moose Lake Community**, and contains arrangements for the reimbursement of certain costs.

2.2 PAYMENT

2.2.1 Payment. **Manitoba** and **Hydro** covenant and agree to pay on or before the **Date of this Agreement**, three hundred and fifty thousand (\$350,000.00) dollars to the **Moose Lake Community** by cheque or bank draft payable to the **Moose Lake Community** to be used for purposes that have been approved pursuant to subsection 2.2.2.

2.2.2 Application of Payment. The payment of three hundred and fifty thousand (\$350,000.00) dollars under subsection 2.2.1 will be used for appropriate purposes of lasting benefit for the **Moose Lake Community** and its residents, similar to those purposes set out in the **1990 Agreement** and the Moose Lake Community Development Trust, which purposes include the following:

- (a) resource rehabilitation and development measures to support increased viability for traditional and commercial resource pursuits and other resource harvesting;
- (b) cultural and social support and development initiatives;
- (c) business and employment development undertakings;
- (d) local community infrastructure and housing development; and
- (e) technical and legal costs related to effective control and utilization of the trust funds and management of local development challenges, and pursuit of rights and responsibilities.

2.2.3 No Per Capita Distribution. For greater certainty, the payment made under subsection 2.2.1 may not be used for the purpose of a per capita distribution to residents of the **Moose Lake Community**.

2.2.4 Interest on Late Payment. If the payment is not made by **Manitoba** and **Hydro** when due in accordance with subsection 2.2.1, it will bear interest at the rate equal to the prime rate established by The Bank of Nova Scotia from time to time plus 5% per annum, compounded monthly.

2.3 COSTS

2.3.1 Past Costs, Fees and Contingency Fees. No past costs or fees, and no contingency fees, bonuses or other similar disbursements arising from negotiation of this **Agreement** or the **Agreement in Principle** are to be paid from the payments made under section 2.2.

2.3.2 Current Costs. The **Moose Lake Community** has been or will be reimbursed by **Manitoba** and **Hydro** for all reasonable costs incurred in negotiating, ratifying and concluding this **Agreement** and the **Agreement in Principle**, including the costs of legal and consulting services required for the informed participation of the **Moose Lake Community**.

2.3.3 Limitations. Neither **Manitoba** nor **Hydro** will bear any responsibility for costs incurred by the **Moose Lake Community** in negotiating, ratifying and concluding this **Agreement** or the **Agreement in Principle** other than as provided for in this **Agreement**. The responsibilities of **Manitoba** and **Hydro** to reimburse the **Moose Lake Community** for its reasonable costs under subsection 2.3.2 will not include any costs incurred by the **Moose Lake Community** in the resolution of any claims it has or may have against **Canada** related to the **Project** or the **1962 Arrangements**.

ARTICLE 3 - EASEMENT LINES AND PROJECT EASEMENTS

3.1 INTRODUCTION

3.1.1 Introduction. Article 3 provides for the process and methodology for the establishment of **Easement Lines** and **Project Easements** on portions of **Community Lands** that are located within the area of the **Water Power Licence** or that are or may be, lawfully impacted by the **Project**.

3.2 EASEMENT LINES

3.2.1 Establishment of Easement Lines. In accordance with subsection 3.2.2 and in consultation with **Hydro** and either the **Moose Lake Community** or the **Selector**, as the case may be, **Manitoba** will determine **Easement Lines** at or about elevation 848 feet A.S.L. on each parcel of **Community Lands** that is, or will be, held by the **Community Nominee** or a **Selector** in fee simple and that:

- (a) is located within the area of the **Water Power Licence**; or
- (b) is or may be lawfully impacted by the **Project**.

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

- (a) consider the potential effects of the **Project** on the lands, including the effects of flooding, wind setup, wave uprush, erosion and ice conditions;
- (b) are based on a combination of flood and wind events having a probability of occurrence of once every 100 years;
- (c) apply recognized hydraulic engineering methodology in calculating wind setup and wave uprush values; and

- (d) include estimates of erosion based on geotechnical considerations to provide sufficient shoreline offset to accommodate long-term erosion.

3.3 SURVEYS

3.3.1 Explanatory Plan of Easement Lines. As soon as reasonably practicable after the determination of an **Easement Line** in accordance with section 3.2, **Manitoba** will:

- (a) undertake or cause to be undertaken a survey of the **Easement Line** by photogrammetric methods;
- (b) produce or cause to be produced explanatory plans of the **Easement Line**;
- (c) provide copies of the explanatory plans to **Hydro** and the **Moose Lake Community**, and either the **Community Nominee** or the **Selector**, as the case may be; and
- (d) provide a description of the lands which will be subject to a **Project Easement** to the **Moose Lake Community**, **Hydro**, and either the **Community Nominee** or the **Selector**, as the case may be.

3.3.2 Demarcation of Easement Lines. Where an **Easement Line** on **Community Lands** is located in an area that is proposed to be developed by the **Community Nominee** or a **Selector**, **Manitoba** will cause the **Easement Line** to be demarcated on the land, by field survey methods, in accordance with Schedule 4.3, as soon as reasonably practicable after receipt of notice in writing from the **Community Nominee**, the **Community Council** or a **Selector** that the area adjacent to the **Easement Line** is proposed to be developed by the **Community Nominee** or a **Selector**.

3.4 PROJECT EASEMENTS

3.4.1 Form of Project Easement Agreement. Each parcel of land for which an **Easement Line** is determined in accordance with section 3.2 will be conveyed subject to a **Project Easement** in favour of **Manitoba** and **Hydro** over that portion of the parcel lying below the

applicable **Easement Line**. The **Project Easement Agreement** will be substantially in the form set out in Schedule 3.1.

SCHEDULE 3.1 - PROJECT EASEMENT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 200 .
AMONG:

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

OF THE FIRST PART,

– and –

(Selector or Community Nominee),

OF THE SECOND PART,

– and –

THE MANITOBA HYDRO-ELECTRIC BOARD,

OF THE THIRD PART.

EASEMENT AGREEMENT

TABLE OF CONTENTS

EASEMENT AGREEMENT

Article 1	Definitions
Article 2	Easement Land
Article 3	Scope of Easement
Article 4	Assumption of Rights and Obligations by Manitoba
Article 5	Bank and Easement Line Protection, Maintenance and Related Matters
Article 6	Access to Easement Land
Article 7	Permanent Works, Buildings, Structures and Improvements on Easement Land
Article 8	Additional Easement Terms
Article 9	Assignment
Article 10	Levies and Charges
Article 11	Warranties of Power and Authority
Article 12	Waiver and Correction of Breach
Article 13	Liabilities and Indemnification
Article 14	General Provisions

EASEMENT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 200____
AMONG:

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

(hereinafter referred to as “Manitoba”)

OF THE FIRST PART,

- and -

(Selector or Community Nominee),

(hereinafter referred to as “*(Selector or Community Nominee)*”)

OF THE SECOND PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter referred to as “Hydro”)

OF THE THIRD PART,

WHEREAS:

- A. The Minister of Conservation, Manitoba, has been authorized to enter into this **Easement Agreement** on behalf of Manitoba;
- B. The appropriate officers of Hydro have been authorized to enter into this **Easement Agreement** on behalf of Hydro;
- C. *The appropriate officers of the Community Nominee have been authorized to enter into this **Easement Agreement** on behalf of the Community Nominee;*

C. *The Selector has agreed to enter into this **Easement Agreement**;*

NOW THEREFORE, in consideration of the mutual terms and conditions in this Easement Agreement, the parties hereby covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions: In this **Easement Agreement**, unless otherwise specifically provided, the following words and phrases when capitalized and printed in bold type, whether in the plural, the singular or the possessive, will have the following meanings:

- (a) **ASL** means above sea level;
- (b) **Easement** means the interest in land created by this Easement Agreement;
- (c) **Easement Agreement** means this agreement;
- (d) **Easement Land** means the lands described in section 2.1;
- (e) **Easement Line** means the line establishing the upper boundary of the **Easement Land**, which line has been established based upon certain processes and methodologies to reflect the margin of the effects of flooding, erosion, ice conditions, wind set-up and wave up-rush on the **Easement Land**, and which has been approved by the **Moose Lake Community**, Manitoba, Hydro and *(Selector or Community Nominee)*;
- (f) **Moose Lake Community** means the Community of Moose Lake, an unincorporated community established under *The Northern Affairs Act* (Manitoba), which is represented by the Mayor and Council elected and in office pursuant to *The Northern Affairs Act* (Manitoba);

- (g) **Project** means the undertaking commonly known as the Grand Rapids Hydro-Electric Generating Station and all related and ancillary works, including, without limiting the generality of the foregoing, the works and operations as described in the Final License for the Development of Water Power, Grand Rapids Site, Saskatchewan River, issued May 30, 1975 and amendments thereto; and
- (h) **Selected Land** means the parcel of land to be transferred by Manitoba to the *(Selector or Community Nominee)* in fee simple, of which the **Easement Land** forms part, and which is described as follows:

(Insert Legal Description of Selected Land)

- (i) **Wind Eliminated Water Levels** means water levels which have had the effects of wind removed by using a seven day moving mean of the daily average water levels.

ARTICLE 2 – EASEMENT LAND

2.1 Grant and Reservation of Easement: Manitoba hereby:

- (a) grants to Hydro the right, liberty, privilege and easement in accordance with the terms and conditions in this **Easement Agreement**; and
- (b) reserves to itself out of the transfer to the *(Selector or Community Nominee)* such administration and control as is required to assure to Manitoba the right, liberty, privilege and easement in accordance with the terms and conditions in this **Easement Agreement**;

with respect to all the land described as:

*[Insert legal description of lands between the
Easement Line and the water boundary
of the parcel of the Selected Land]*

together with all land that may, through the process of accretion, become part of the **Selected Land**.

2.2 **Easement Granted for the Benefit of Project Structures**. The **Easement** granted to Hydro and reserved to Manitoba under section 2.1 is for the benefit of the lands on which the structures comprising the **Project** are located, which constitute the “dominant tenement” of the **Easement**.

2.3 **Easement under Clause 111(1)(a.1) of The Real Property Act**. The **Easement** granted to Hydro and reserved to Manitoba under section 2.1 is an interest in land and also constitutes a “right for the inundation and storage of water” within the meaning of clause 111(1)(a.1) of *The Real Property Act* (Manitoba). Hydro and Manitoba may file a caveat against the title of any parcel of land held by (*Selector or Community Nominee*) that includes any of the **Easement Land**, to provide notice of that interest.

2.4 **Easement to Hydro to Continue after Transfer to (Selector or Community Nominee)**. This **Easement Agreement** and the rights granted to Hydro under this **Easement Agreement** will come into effect upon the execution of this **Easement Agreement** and will continue in effect following the transfer in fee simple of the **Selected Land** to (*Selector or Community Nominee*).

2.5 **Reservation of Interest by Manitoba to Continue after Transfer to (Selector or Community Nominee)**. The interest reserved by Manitoba to itself out of the transfer in fee simple to (*Selector or Community Nominee*) of the **Selected Land** will come into effect upon the transfer in fee simple of the **Selected Land** to (*Selector or Community Nominee*) and will continue in effect following the transfer in fee simple of the **Selected Land** to (*Selector or Community Nominee*).

ARTICLE 3 – SCOPE OF EASEMENT

3.1 Rights and Privileges. Hydro and Manitoba will have the right and privilege during the currency of this **Easement Agreement** to regulate the flow of, to inundate and store water on or over, and to affect from time to time, the **Easement Land** in accordance with, and subject to, the provisions of this **Easement Agreement**; and will and may peaceably hold and enjoy the rights, privileges and easements hereby granted without obstruction, hindrance, molestation or interruption on the part of *(Selector or Community Nominee)*.

3.2 Purposes of Easement. The **Easement** granted in this **Easement Agreement**, to regulate the flow of, to inundate and store water on or over, and to affect from time to time, the **Easement Land**, is solely for purposes related and ancillary to the **Project**, in accordance with the provisions of this **Easement Agreement**.

3.3 Limitations. This **Easement Agreement** does not grant to Hydro or Manitoba any rights to, or to the use of, the **Easement Land**, other than as expressly set forth in this **Easement Agreement**; and *(Selector or Community Nominee)* may use or continue to use the **Easement Land** in any manner not contrary to the provisions of this **Easement Agreement**.

3.4 Exclusions from Grant of Easement. Nothing in this **Easement Agreement** will be deemed to vest in Hydro:

- (a) any title to the casual revenues of the provincial Crown;
- (b) any title to the mines, ores, metals, coal, slate, oil, gas, hydrocarbons, aggregate or other minerals in or under the land comprising the **Easement Land**; or
- (c) any right to prevent the exploitation of such minerals by or with the permission of Manitoba in accordance with *The Mines and Minerals Act* (Manitoba).

ARTICLE 4 – ASSUMPTION OF RIGHTS AND OBLIGATIONS BY MANITOBA

4.1 Assumption by Manitoba. In the event that Hydro ceases to:

- (a) be an agent of Manitoba; or
- (b) have effective legal authority and control over the operation of the **Project**;

and written notice thereof is given to the **Moose Lake Community** and all persons with registered interests in the **Easement Land**, then Manitoba will, effective on the date notice is given, assume all of the rights and obligations of Hydro under this **Easement Agreement**; but in any such event, the assumption by Manitoba of Hydro's rights and obligations under this **Easement Agreement** will not relieve Hydro of its obligations under this **Easement Agreement**.

4.2 Dispute. If a dispute should arise between Manitoba and Hydro with respect to their respective obligations to the **Moose Lake Community** and all persons with a registered interest in the **Easement Land** under section 4.1, Manitoba will ensure such obligations are met.

ARTICLE 5 – BANK AND EASEMENT LINE PROTECTION, MAINTENANCE AND RELATED MATTERS

5.1 Inspection, Protection and Maintenance by Hydro and (*Selector or Community Nominee*). Hydro and (*Selector or Community Nominee*) will each have the right to inspect, protect and maintain, at their own expense, the banks and shorelines forming part of the **Easement Land**.

5.2 Inspection, Protection and Maintenance by Hydro. Subject to Article 6, Hydro will periodically inspect, protect and maintain the banks and shorelines within the **Easement Land**, to ensure that lands above the **Easement Line**, and not forming part of the **Easement Land**, are not damaged or impaired by erosion, slumping or other adverse impacts due to the use of the **Easement Land** for purposes of the **Project**.

5.3 Standards. All bank protection, shoreline or maintenance work on **Easement Land**, performed under this **Easement Agreement**, will be done in a workmanlike fashion and in accordance with applicable engineering standards and with all applicable laws.

5.4 Storage of Vehicles, Equipment and Other Chattels. Except while work permitted under this **Easement Agreement** is in progress, Hydro, its agents, employees, contractors and sub-contractors will not leave, park or store any vehicles, equipment or other chattels on the **Easement Land**.

5.5 Damage caused by (*Selector or Community Nominee*). Where damage is caused to bank protection put in place by Hydro, or like works constructed or placed by Hydro on the **Easement Land**, due to the negligence or deliberate act of (*Selector or Community Nominee*), (*Selector or Community Nominee*) will, at its expense, restore such works to the reasonable satisfaction of Hydro.

5.6 Removal of Timber. Hydro, its employees, agents, contractors and sub-contractors may fell, cut, trim, or remove any trees or parts thereof, on or from the **Easement Land** below an elevation of 842 feet ASL. Above that level, Hydro may request the permission of the (*Selector or Community Nominee*), such permission not to be unreasonably withheld, to cut or remove trees or timber, subject to all applicable laws.

5.7 Waste. Hydro, its agents, employees, contractors and sub-contractors will not commit or permit the commission of any waste, spoilage or destruction on the **Easement Land**. Any waste, spoilage or destruction on the **Easement Land** as a result of the regulation of the flow of, the inundation and storage of water on or over, and the affecting from time to time, of the **Easement Land** permitted under this **Easement Agreement** will not be a contravention of this section 5.7.

5.8 Removal of Debris or Waste Material. Hydro will promptly remove debris or waste material placed or caused to be placed on the **Easement Land** by Hydro works or operations (other than the deposit of debris and waste as a result of the regulation of the flow of, the inundation and storage of water on or over, and the affecting from time to time, of the

Easement Land permitted under this **Easement Agreement**); and in any event not later than seven (7) days after receipt of a written request to do so from (*Selector or Community Nominee*).

5.9 Disposal of Material. Hydro will dispose of any material excavated or removed from the **Easement Land** in connection with any work permitted under this **Easement Agreement** or any work otherwise approved in writing by (*Selector or Community Nominee*), in such location as may reasonably be directed by (*Selector or Community Nominee*). If (*Selector or Community Nominee*) has not provided such direction within fourteen (14) days of a request by Hydro for such direction, or in the event of an emergency, Hydro may dispose of any material excavated or removed from the **Easement Land** at a location off the lands held by (*Selector or Community Nominee*). Any such disposal will be in compliance with all applicable laws and regulations.

5.10 Location and Restoration of Easement Line. In order that construction or other activities within the **Easement Land** or near the **Easement Line** can be appropriately located, Hydro will, if requested and reasonably required by (*Selector or Community Nominee*):

- (a) locate or restore the **Easement Line**;
- (b) establish or restore cut lines associated with the **Easement Line**; and
- (c) place, check or replace survey monuments.

5.11 Restoration of Survey Monuments by Hydro. Hydro will ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed in the course of any of its activities pursuant to this **Easement Agreement**. Where any monuments have been or are disturbed, damaged or destroyed as a result of Hydro activities or works related to the **Project**, including **Project** operations, Hydro will at its expense have such monuments replaced by a qualified Land Surveyor. This section 5.11 does not apply to legal or control survey monuments which have been lawfully inundated as of the date of this **Easement Agreement**.

5.12 Restoration of Survey Monuments by (Selector or Community Nominee). Where survey monuments are disturbed as a result of deliberate or negligent actions of (Selector or Community Nominee), it will be the responsibility of (Selector or Community Nominee) to restore or replace such monuments.

5.13 Non-Interference by Hydro. Hydro will, insofar as it is reasonably practical to do so, conduct all work so as not to interfere with the ordinary use or uses of either the **Easement Land** or other lands held by (Selector or Community Nominee) adjacent to the **Easement Land**.

5.14 Approvals. Any activities of Hydro permitted or required under Article 5 will be:

- (a) undertaken by Hydro in accordance with all applicable laws; and
- (b) subject to and conditional upon Hydro obtaining all necessary approvals, licenses and permits from all governmental authorities required in connection with such activities.

5.15 Force Majeure. Whenever and to the extent that any party shall be unable to fulfill, or shall be delayed or restricted in the fulfillment of, any obligation under Article 5 in respect of the doing of any work by reason of such party being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligation or by reason of any statute, law or Order-In-Council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its reasonable control whether of the foregoing character or not, such party shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay or restriction, and the other parties shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

ARTICLE 6 – ACCESS TO EASEMENT LAND

6.1 **Easement for Access.** Subject to sections 6.2 to 6.4 inclusive, Hydro will have the right and privilege during the currency of this **Easement Agreement** to access the **Easement Land** over and upon the lands held by (*Selector or Community Nominee*), with or without vehicles, machinery and equipment for such inspections, bank protection, maintenance and other purposes authorized by this **Easement Agreement**, as Hydro at any time deems necessary or expedient.

6.2 **Notice for Access.** Notice requirements for access will be as follows:

- (a) except in the case of an emergency, Hydro will give (*Selector or Community Nominee*) not less than thirty (30) days written notice of the nature of bank protection, maintenance or other work to be performed on the **Easement Land**, and not less than ten (10) days written notice of inspections on **Easement Land**, or such other periods of notice as may be agreed upon by Hydro and (*Selector or Community Nominee*) in writing; and
- (b) in the event of an emergency, Hydro will, as soon as possible after the need is identified, give (*Selector or Community Nominee*) notice by telephone and, where a facsimile number is available, by facsimile, of the nature of the work to be performed on the **Easement Land**.

6.3 **Other Means of Access.** Hydro will, where it is reasonable and practical to do so, enter upon or exit from the **Easement Land** for purposes authorized by this **Easement Agreement** by means that do not involve crossing the lands held by (*Selector or Community Nominee*). Where, in the opinion of Hydro, it is impossible or impractical to enter upon or exit from the **Easement Land** for purposes authorized under this **Easement Agreement**, except across the lands held by (*Selector or Community Nominee*), the notice under section 6.2 will include:

- (a) the proposed route across the lands held by (*Selector or Community Nominee*), which will be by means of existing roads, except where demonstrably impractical;

- (b) the earliest contemplated entry date; and
- (c) the estimated exit date.

6.4 Objection by (Selector or Community Nominee) to Proposed Means of Access. (Selector or Community Nominee) may, within seven (7) days of receipt of a notice under section 6.3, object to the proposed access by notifying Hydro in writing of its objections. Promptly after Hydro's receipt of such a notice by (Selector or Community Nominee), (Selector or Community Nominee) and Hydro will use their best efforts to resolve their differences, in the interests of both (Selector or Community Nominee) and Hydro. In the event those differences cannot, in the opinion of either (Selector or Community Nominee) or Hydro, be resolved within a reasonable time, either party may refer the matter to arbitration in accordance with *The Arbitration Act* (Manitoba). Except in the event of an emergency, Hydro will refrain from use of the proposed access until the application or action is conclusively disposed of by arbitration.

6.5 Non-Interference by (Selector or Community Nominee). (Selector or Community Nominee) covenants that it will take all reasonable steps to ensure that Hydro is able to exercise its rights of entry and exit as provided for in this **Easement Agreement**, without hindrance or interference.

ARTICLE 7 – PERMANENT WORKS, BUILDINGS, STRUCTURES AND IMPROVEMENTS ON EASEMENT LAND

7.1 Limitation on Construction by Hydro. Hydro will not construct any permanent work, building, structure or improvement on the **Easement Land**, other than works in the nature of bank protection and shoreline maintenance or related work, without the prior written consent of (Selector or Community Nominee).

7.2 Construction by (Selector or Community Nominee). (Selector or Community Nominee) will not construct any permanent work, building, structure or improvement upon the

Easement Land, which is or is not inundated, without the prior written consent of Hydro, which consent will not be unreasonably withheld.

ARTICLE 8 – ADDITIONAL EASEMENT TERMS

8.1 Hydro to Control Flow. Hydro will, to the extent it is possible to do so and to the extent it is within the control and authority of Hydro, control the flow of water on the regulated waterways so as to ensure that **Wind Eliminated Water Levels** do not exceed 842 feet A.S.L. measured immediately upstream of the Grand Rapids Hydro-Electric Generating Station.

ARTICLE 9 – ASSIGNMENT

9.1 Assignment or Encumbrance by Hydro. Subject to Article 4 of this **Easement Agreement**, Hydro may assign or encumber its rights under this **Easement Agreement**. Promptly upon any such assignment, Hydro will give written notice to (*Selector or Community Nominee*). Hydro will remain liable for the performance of all of Hydro's covenants in the event of such assignment or encumbrance.

9.2 Assignment or Encumbrance by Manitoba. Manitoba may assign or encumber its rights or assign its obligations, under this **Easement Agreement**. Promptly upon any such assignment or encumbrance, Manitoba will give written notice to (*Selector or Community Nominee*). Manitoba will remain liable for the performance of all of Manitoba's covenants in the event of such assignment or encumbrance, including those obligations of Hydro it is required to assume pursuant to this **Easement Agreement**.

9.3 Assignment by (*Selector or Community Nominee*). (*Selector or Community Nominee*) will not dispose of or alienate its interest in the **Easement Land**, except subject to this **Easement Agreement**. No alienation of the **Easement Land** will be permitted unless there are reservations in favour of Manitoba and Hydro of all of the rights and privileges to which

Manitoba and Hydro are entitled under this **Easement Agreement**, including this provision in a form which binds assignees and successors in interest.

ARTICLE 10 – LEVIES AND CHARGES

10.1 No Levies or Charges. The **Easement** hereby granted will be exercisable by Hydro without charge, rate, levy, assessment, licence or fee exigible by or payable to (*Selector or Community Nominee*) in respect thereof, and this section 10.1 will be a full and sufficient exemption from any such charges.

10.2 Federal and Provincial Tax Excepted. Section 10.1 is not intended to exempt Hydro from any applicable federal or provincial tax.

10.3 Indemnity of Hydro re: Levies and Charges. Hydro will be responsible for, and will indemnify (*Selector or Community Nominee*) with respect to any levies or charges assessed against the interest of Hydro in the **Easement Land**, or related to the use of the **Easement Land** by Hydro, its agents, employees, contractors and sub-contractors, where any such levies or charges are assessed pursuant to the laws of the Province of Manitoba, or are not within the scope of the provisions of section 10.1.

ARTICLE 11 – WARRANTIES OF POWER AND AUTHORITY

11.1 Warranty of Hydro. Hydro warrants that it has full power and authority to enter into and be bound by this **Easement Agreement**, and that it is in compliance with all statutory requirements and Hydro by-laws in connection with the execution of this **Easement Agreement**.

11.2 Warranty of Manitoba. Manitoba warrants that it has full power and authority to enter into and be bound by this **Easement Agreement**.

11.3 Warranty of Community Nominee. *The Community Nominee warrants that it has full power and authority to enter into and be bound by this **Easement Agreement**.*

11.4 Warranty of (Selector or Community Nominee) re: Independent Legal Advice. (Selector or Community Nominee) acknowledges that the **Moose Lake Community** has been independently advised by legal counsel and advisors of its choice in relation to the provisions of this **Easement Agreement**.

ARTICLE 12 – WAIVER AND CORRECTION OF BREACH

12.1 Waiver by (Selector or Community Nominee). No waiver of any breach, by or on behalf of (Selector or Community Nominee), will take place or be binding unless the same be expressed in writing by (Selector or appropriate officers of the Community Nominee), and any waiver so expressed will extend only to the particular breach to which such waiver specifically relates, and will not be deemed to be a general waiver, or to limit or affect the rights of (Selector or Community Nominee) with respect to any future or other breach.

12.2 Waiver by Hydro. No waiver of any breach, by or on behalf of Hydro, will take place or be binding unless the same be expressed in writing over the signature of the Chair, President or Vice President of Hydro, and any waiver so expressed will extend only to the particular breach to which such waiver specifically relates, and will not be deemed to be a general waiver, or to limit or affect the rights of Hydro with respect to any future or other breach.

12.3 Waiver by Manitoba. No waiver of any breach, by or on behalf of Manitoba, will take place or be binding unless the same be expressed in writing over the signature of the Minister of the Government of Manitoba responsible for Hydro or Conservation, and any waiver so expressed will extend only to the particular breach to which such waiver specifically relates, and will not be deemed to be a general waiver, or to limit or affect the rights of Manitoba with respect to any future or other breach.

ARTICLE 13 – LIABILITIES AND INDEMNIFICATION

13.1 Indemnity by Hydro re: Third Party Claims. Hydro will be responsible for and, at all times hereafter, will indemnify and save harmless (*Selector or Community Nominee*) from and against all and any losses, claims, actions, damages, liabilities and expenses in connection with:

- (a) all actions, claims, and demands that may be made against (*Selector or Community Nominee*) by reason of any act or omission by Hydro, in the exercise or purported exercise of the rights granted by this **Easement Agreement**, or occasioned by or attributable to anything done or omitted to be done by Hydro, its agents, employees, contractors or sub-contractors in the exercise or purported exercise of the rights granted by this **Easement Agreement**;
- (b) any claims of any kind for loss, injury or damage to persons or property as a result of the presence or operation of vehicles, equipment or chattels of Hydro, its agents, employees, contractors or sub-contractors, on the **Easement Land** or access routes thereto; and
- (c) any actual or purported liens, encumbrances or charges which may attach to the **Easement Land** under the laws in force in the Province of Manitoba, where such liens, encumbrances or charges arise from the acts or omissions of Hydro, its agents, employees, contractors or sub-contractors;

provided that such indemnity shall not extend to or include any claims by any third party due in whole or in part from the (*Selector or Community Nominee*) granting, or purporting to grant, any rights in the **Easement Land** inconsistent with Hydro's rights hereunder.

13.2 Limitation on Indemnity by Hydro regarding Third Party Claims. The obligations of Hydro in connection with the indemnities referred to in section 13.1 are conditional upon the (*Selector or Community Nominee*):

- (a) forthwith, upon becoming aware of such claim, giving notice to Hydro;
- (b) supporting any application by Hydro to be named as a party thereto; and

- (c) first having received from Hydro its consent to the terms of any settlement whether or not such settlement is submitted to a court of competent jurisdiction to be made an order of that Court.

13.3 Compensation by Hydro re: Hydro Acts. Except as provided in section 13.4, Hydro will be liable to compensate (*Selector or Community Nominee*), and any persons claiming through or under (*Selector or Community Nominee*), for any and all damage done on lands held by (*Selector or Community Nominee*) to any property, real or personal, of (*Selector or Community Nominee*), or any person claiming through or under (*Selector or Community Nominee*), caused by Hydro, its agents, employees, contractors or sub-contractors;

13.4 Limitation of Hydro's Liability under Section 13.3. Hydro and Manitoba will not be liable to (*Selector or Community Nominee*), or any person claiming through or under (*Selector or Community Nominee*), with respect to any loss, damage, or injury to persons or property, arising out of their respective use of the **Easement Land** for any purpose authorized by this **Easement Agreement**, including, regulating the flow of, inundating and storing water on or over, or affecting from time to time, the **Easement Land**, within the terms and conditions prescribed in this **Easement Agreement**; but nothing herein will exculpate Hydro for any loss, damage or injury to persons or property, arising from the breach of any provision of this **Easement Agreement** or arising from the negligence or wilful misconduct of Hydro, its agents, employees, contractors and sub-contractors.

ARTICLE 14 – GENERAL PROVISIONS

14.1 Interpretation. The division of this **Easement Agreement** into articles and sections is for convenience of reference only and will not affect the construction or interpretation of this **Easement Agreement**. Headings used in this **Easement Agreement** are for general guidance only and do not have substantive meaning so as to modify the text or the provisions of this **Easement Agreement**.

14.2 Extended Meanings. Words importing the singular number include the plural and vice versa as the context may require. Words importing persons will include firms, governments and corporations, and vice versa, as the context may require.

14.3 Metric Measure. Except where the original document, data or measuring device was in Imperial, and subject to any legislative requirement, in the event of a conflict between metric and Imperial measure, metric measure will prevail.

14.4 Further Assurances. Each of the parties to this **Easement Agreement** will, from time to time, at another party's request and expense, and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment, and take such further action as the other may require, to complete more effectively any matter provided for in this **Easement Agreement**.

14.5 Enurement. This **Easement Agreement** will enure to the benefit of, and be binding upon, the parties to this **Easement Agreement** and their respective heirs, successors and assigns.

14.6 Prohibited Assignment. No part of this **Easement Agreement** may be assigned or otherwise transferred except as expressly provided in this **Easement Agreement**.

14.7 Notice. Whenever in this **Easement Agreement** it is required or permitted that notice be given by any party to this **Easement Agreement** to any other party to this **Easement Agreement**, such notice will be given in writing and forwarded by registered mail or transmitted by facsimile and confirmed by telephone, addressed as follows:

(a) to *(Selector or Community Nominee)* at:

(insert address)

(b) to Hydro at the office of the General Counsel of Manitoba Hydro;

(c) to Manitoba at the office of the Deputy Minister of Conservation; and

A party whose address changes will promptly notify each other party of such change.

SIGNED, SEALED, AND DELIVERED this _____ day of _____ 200 .

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

Per:

Minister of Conservation

THE MANITOBA HYDRO-ELECTRIC
BOARD

Per:

Per:

*SELECTOR OR COMMUNITY
NOMINEE*

Per:

Per:

ARTICLE 4 - COMMUNITY LANDS

4.1 INTRODUCTION

4.1.1 Introduction. Article 4 provides for the identification and use of **Community Lands**, consisting of:

- (a) **Individual Selections** which are identified in Part 1 and Part 3 of Schedule 4.1, being parcels of Crown (Manitoba) lands identified by **Selectors** from within the **Moose Lake Resource Management Area**; and
- (b) **Individual Selections** which are identified in Part 2 of Schedule 4.1, being parcels of Crown (Manitoba) lands identified by **Selectors** from within the **Moose Lake Resource Management Area**, but which have not been confirmed as available by **Manitoba**;
- (c) an **Individual Selection** which is identified in Part 4 of Schedule 4.1 being a parcel of Crown (Manitoba) land identified by a **Selector** from within the **Joint Range Reservation**; and
- (d) the **Community Development Site** which is described in Part 3 of Schedule 4.1, being an area of Crown (Manitoba) land identified by the **Moose Lake Community** from within the **Moose Lake Resource Management Area**.

4.2 INDIVIDUAL SELECTIONS

4.2.1 Confirmation of Availability of Individual Selections in Part 2 of Schedule 4.1. Recognizing that the parcels of land listed in Part 2 of Schedule 4.1 have not been confirmed as available by **Manitoba**, the Parties will deal with these parcels as follows:

- (a) each **Selector** listed in Part 2 of Schedule 4.1 has advised **Manitoba** that he or she is interested in the parcel listed for that person;

- (b) **Manitoba** will proceed to determine whether that parcel is available in accordance with the process that **Manitoba** normally uses to determine whether Crown land is available to an applicant;
- (c) where **Manitoba** determines that a parcel is available, that parcel will be dealt with in the same way as those **Individual Selections** identified in Part 1 and Part 3 of Schedule 4.1; and
- (d) where **Manitoba** determines that a parcel is not available, that parcel will no longer be considered to be an **Individual Selection** and **Manitoba** will not have any obligations in respect of that parcel and no other site will be considered.

4.2.2 Issuance of **Land Use Permits**. Subject to subsections 4.2.9 to 4.2.12 inclusive, as soon as reasonably practicable after the **Date of this Agreement**, **Manitoba** will issue a **Land Use Permit** in the form attached as Schedule 4.2 to each **Selector** for that **Selector's Individual Selection**.

4.2.3 Use of **Individual Selections**. The use of each **Individual Selection** is restricted to the use identified in Schedule 4.1 for that parcel and will be a condition of the **Land Use Permit** issued to the **Selector**.

4.2.4 Effect of Non-Conforming Use. **Manitoba** may cancel a **Land Use Permit** issued under subsection 4.2.2 and will not be required to survey and transfer the parcel in fee simple to a **Selector** as provided for in section 4.4 where:

- (a) the **Individual Selection** is not being used for the purpose identified for that parcel in Schedule 4.1 within ten (10) years from the date the **Land Use Permit** is first issued for that parcel; or
- (b) the **Individual Selection** is being used for a purpose other than that identified for that parcel in Schedule 4.1.

4.2.5 Renewable. Subject to subsections 4.2.4 and 4.2.6, **Land Use Permits** issued under subsection 4.2.2 will be renewable annually, without fee.

4.2.6 Fees. After ten years from the date a **Land Use Permit** was first issued for a parcel under subsection 4.2.2, **Manitoba** may charge fees in accordance with any law or policy applying generally to land use permits.

4.2.7 Land Use Permits subject to Lawful Use by Hydro. All **Land Use Permits** issued by **Manitoba** under subsection 4.2.2 will be subject to the condition that **Hydro** will have the right to use the lands for **Project** purposes in accordance with its **Water Power Licence**.

4.2.8 Request for Transfer in Fee Simple. A **Selector** to whom a **Land Use Permit** has been issued under subsection 4.2.2 may, subject to subsection 4.2.4 and 4.2.11, apply in writing to **Manitoba** requesting that the parcel for which the **Land Use Permit** has been issued be transferred by **Manitoba** to the **Selector** in fee simple, subject to any required **Project Easement**, in which case the provisions of section 4.4 will apply.

4.2.9 Individual Selection in Part 4 of Schedule 4.1. The **Individual Selection** identified in Part 4 of Schedule 4.1 is within the proposed **Joint Range Reservation** and is subject to Article 7.

4.2.10 Condition of Land Use Permit. Any **Land Use Permit** issued for the **Individual Selection** identified in Part 4 of Schedule 4.1 will be subject to the limitation of liability identified in subsection 7.3.2 which will be a condition of that **Land Use Permit**.

4.2.11 Parcel not to be Transferred in Fee Simple. Subsection 4.2.8 does not apply to the **Individual Selection** identified in Part 4 of Schedule 4.1 and **Manitoba** has no obligation to transfer the **Individual Selection** identified in Part 4 of Schedule 4.1 in fee simple to the **Selector**.

4.2.12 Non-Approval of Individual Selection. In the event that the **Selector's** application for a **Land Use Permit** pursuant to subsection 7.3.6 with respect to the **Individual Selection** identified in Part 4 of Schedule 4.1 is not approved in accordance with Article 7, or in the event that Article 7 does not come into effect, **Manitoba**:

- (a) will not issue a **Land Use Permit** to that **Selector** for the **Individual Selection** identified in Part 4 of Schedule 4.1; and
- (b) will not have any obligations in respect of either that **Selector** or the **Individual Selection** identified in Part 4 of Schedule 4.1, and no other site will be considered as an **Individual Selection**.

4.3 LAND USE PERMIT FOR COMMUNITY DEVELOPMENT SITE

4.3.1 Issuance of Land Use Permit. As soon as reasonably practicable after the **Date of this Agreement**, **Manitoba** will issue a **Land Use Permit** in the form attached as Schedule 4.2 to the **Community Nominee** for the **Community Development Site**.

4.3.2 Renewable. Subject to subsection 4.3.3, a **Land Use Permit** issued under subsection 4.3.1 will be renewable annually without fee.

4.3.3 Fees. After ten years from the date a **Land Use Permit** was first issued for the **Community Development Site** under subsection 4.3.1, **Manitoba** may charge fees in accordance with any law or policy applying generally to land use permits.

4.3.4 Land Use Permits Subject to Lawful Use of Lands by Hydro. A **Land Use Permit** issued by **Manitoba** under subsection 4.3.1 will be subject to the condition that **Hydro** will have the right to use the lands for **Project** purposes in accordance with its **Water Power Licence**.

4.3.5 Request for Transfer in Fee Simple. Following the issuance of a **Land Use Permit** under subsection 4.3.1, the **Community Council** may apply in writing to **Manitoba**

requesting that the **Community Development Site** be transferred by **Manitoba** to the **Community Nominee** in fee simple, subject to any required **Project Easement**, in which case the provisions of section 4.4 will apply.

4.4 SURVEYS AND PROCESS FOR TRANSFER

4.4.1 Surveys. Upon the receipt of a request under either subsection 4.2.8 or subsection 4.3.5, **Manitoba** will:

- (a) with respect to **Individual Selections**, determine that the selection
 - (i) has been used for the purpose identified for that parcel in Schedule 4.1 within ten (10) years from the date the **Land Use Permit** was first issued for that parcel, and
 - (ii) is not being used for a purpose other than that identified for that parcel in Schedule 4.1;
- (b) provide for legal surveys of the boundaries of the relevant parcel within such reasonable time period as may be determined taking into account the then current volume of survey work being done by **Manitoba** and whether the **Selector** or **Moose Lake Community** has proposed developing the relevant parcel;
- (c) advise the **Moose Lake Community** and the party making the request under subsection 4.2.8 or 4.3.5 of the date on which legal surveys will commence on the relevant parcel; and
- (d) complete the surveys in accordance with the survey instructions set out in Schedule 4.3.

4.4.2 Water Boundary of Parcels. Subject to subsections 4.4.3 and 4.4.4, the water body boundary for the **Community Lands** will be the **Ordinary High Water Mark** as it prevails after the **Project**.

4.4.3 Water Boundary of Lands Subject to **Project Easement**. Where a parcel of **Community Lands** is adjacent to a water body that is affected by the **Project**, the parcel will be transferred subject to a **Project Easement** in accordance with Article 3.

4.4.4 Water Boundary of Lands not Subject to **Project Easement**. Where the parcel of **Community Lands** is not adjacent to a water body that is affected by the **Project**, the parcel will, without special mention in the **Land Use Permit**, be subject to the condition that neither **Manitoba** nor **Hydro** will be liable for the effects of raising or lowering water levels adjacent to that parcel, and section 13.1 of *The Crown Lands Act* (Manitoba) will apply with necessary modifications.

4.4.5 Registration of Transfer of Title. Subject to subsections 4.4.6 and 4.4.7, upon:

- (a) completion of the legal survey of a parcel of **Community Lands**; and
- (b) in respect of the **Community Development Site**, confirmation by **Moose Lake Community** by **Council Resolution** substantially in the form attached as Schedule 4.4 that such parcel is the parcel to be transferred pursuant to this **Agreement**;

Manitoba will register, in the appropriate Land Titles Office, a transfer to the **Selector** or the **Community Nominee**, as the case may be, of fee simple title in relation to that parcel, subject to any required **Project Easement**.

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

4.4.7 Costs of Surveys and Transfers. Where a request for transfer in fee simple title is made under subsection 4.2.8 or 4.3.5 within ten years of the date on which the **Land Use Permit** was first issued for that parcel, **Manitoba** will complete all surveys, transfers and registrations

of title for that parcel at no cost to the **Moose Lake Community**, a **Community Nominee**, or a **Selector**, including payment of any land transfer tax which may otherwise be payable.

4.4.8 Costs Chargeable. Should a **Community Nominee** or a **Selector** decline to accept fee simple title of any parcel of **Community Lands** after the commencement of the legal survey for such parcel, the cost of the survey and the registration of title, if incurred, plus other reasonable costs, will be paid by the **Community Nominee** or the **Selector**, as the case may be, on demand.

4.5 USE OF COMMUNITY DEVELOPMENT SITE

4.5.1 Use of Community Development Site. The **Community Development Site** will be used for community purposes, which may include uses of the land as authorized by the **Community Council** in accordance with subsections 4.5.2 to 4.5.6 inclusive.

4.5.2 Application for Use by Individuals. An individual may apply in writing to the **Community Council**, requesting the use of a parcel of land within the **Community Development Site**.

4.5.3 Content of Application. Applications made under subsection 4.5.2 will identify the proposed use of the parcel.

4.5.4 Authorization of Use. Upon receipt of an application under subsection 4.5.2, the **Community Council** will consider and advise the applicant of its decision within ninety (90) days, and may authorize an identified use of a parcel by the applicant for a prescribed period of time.

4.5.5 Cancellation of Authorized Use. The **Community Council** may cancel any use it has authorized under subsection 4.5.4 where:

- (a) a parcel is not being used for the purpose authorized in accordance with subsection 4.5.4 within a prescribed period of time from the date of such authorization; or
- (b) the parcel is being used for a purpose other than the purpose authorized by the **Community Council**.

4.5.6 Reversion. Where the use of a parcel of land identified in Part 3 of Schedule 4.1 is cancelled by **Manitoba** pursuant to subsection 4.2.4 or by the **Community Council** pursuant to subsection 4.5.5, the parcel will revert to the **Community Nominee** as part of the **Community Development Site**.

SCHEDULE 4.1 - COMMUNITY LANDS**MAP 4.1.0 COMMUNITY LAND SELECTIONS****PART 1 INDIVIDUAL SELECTIONS**

MAP	SITE	NAME	AREA (acres)	PROPOSED USE	GENERAL LOCATION
4.1.1	7	Florence Campbell	4.8	Cabin	S.W. shore of Kapiskwutunuskot Lake
	23	James Patrick Buck, Jr.	3.0	Cabin	S.W. shore of Kapiskwutunuskot Lake
	24	Corrine Campbell	4.9	Cabin	S. of Kapiskwutunuskot Lake, S. of PR 384
	52	Byron Buck	4.8	Cabin	S. of Kapiskwutunuskot Lake, S. of PR 384
	53	Caroline Buck	4.9	Cabin	S. of Kapiskwutunuskot Lake, S. of PR 384
4.1.2	8	Don Campbell	4.5	Existing Cabin	S.E. shore of unnamed lake N. of Bradley Lake, N. of PR 384
	13	Steve Vinet	5.0	Cabin	N. shore of Bradley Lake, east of boat launch.
	17	Clifford Campbell	4.5	Cabin	S.E. shore of unnamed lake N. of Bradley Lake, N. of PR 384
	46	Clifford Buck	5.0	Cabin	N. shore of Bradley Lake, west of boat launch.
	49	Lisa Campbell	4.5	Cabin	N.E. of Bradley Lake, N. of PR 384
	50	Roddrick Campbell	4.8	Cabin	N.E. of Bradley Lake, N. of PR 384
	51	Vanessa Campbell	5.0	Cabin	N.E. of Bradley Lake, N. of PR 384
4.1.3	6	Charlie Fosseneuve	4.9	Cabin	N. shore of unnamed lake E. of Bradley Lake, W. of Driftwood Lake
	9	Kathleen Sinclair	5.0	Cabin	S. of PR 384, W. of Driftwood Lake
	11	Ernest Campbell	4.7	Cabin	W. of PR 384, S. of Moose Lake Rd. Junction
	16	Peter Chartrand	5.0	Cabin	N. of Driftwood Lake, E. of PR 384, S. of Moose Lake Rd. Junction.
	40	Nolan Sinclair	5.0	Cabin	S. of PR 384, W. of Driftwood Lake
	41	Helen Sinclair	5.0	Cabin	S. of PR 384, W. of Driftwood Lake
	42	Floyd Sinclair	5.0	Cabin	S. of PR 384, W. of Driftwood Lake
	43	Fred Sinclair	5.0	Cabin	S. of PR 384, W. of Driftwood Lake
	47	James Buck	4.8	Cabin	S. of PR 384, W. of Driftwood Lake
	48	Donna Buck	5.0	Cabin	S. of PR 384, W. of Driftwood Lake
	58	James Alan Campbell	4.8	Cabin	W. of PR 384, S. of Moose Lake Rd. Junction
	59	Clara Campbell	4.9	Cabin	W. of PR 384, S. of Moose Lake Rd. Junction

MAP	SITE	NAME	AREA (acres)	PROPOSED USE	GENERAL LOCATION
	60	Lola Campbell	5.0	Cabin	W. of PR 384, S. of Moose Lake Rd. Junction
	61	Edward Head Jr.	5.1	Cabin	S. of PR 384 and Moose Lake Junction
	62	Hazel Head	5.0	Cabin	S. of PR 384 and Moose Lake Rd. Junction
4.1.4	2	Terrence Knight	5.5	Cabin	E. shore of unnamed lake N. of Junction of PR 384 and Moose Lake Rd.
	3	Kelvin Knight	5.0	Cabin	E. shore of unnamed lake N. of Junction of PR 384 and Moose Lake Rd.
	4	Lawrence Knight	5.4	Cabin	E. shore of unnamed lake N. of Junction of PR 384 and Moose Lake Rd.
	14	Ron Buck	10.6	Cabin, Vegetable Garden	E. shore of unnamed lake N. of Junction of PR 384 and Moose Lake Rd.
	15	Darlene Ballantyne	5.1	Cabin	S. shore of unnamed lake W. of IR31G, E. side of access rd.
	20	Joe Knight	5.5	Existing Cabin	E. shore of unnamed lake N. of Junction of PR 384 and Moose Lake Rd.
	26	Harry Campbell	5.0	Cabin	S. shore of unnamed lake W. of IR31G, E. side of access rd.
	54	Delbert Grey	5.1	Cabin	N. of PR 384 Junction, W. side of Tolko Rd.
	55	Peter Grey	5.3	Cabin	N. of PR 384 Junction, W. side of Tolko Rd.
	56	Tara Lynne Buck	5.3	Cabin	N. of PR 384 Junction, W. side of Tolko Rd.
	57	John Buck	5.2	Cabin	N. of PR 384 Junction, W. side of Tolko Rd.
4.1.5	66	Wilfred Buck	5.0	Cabin	N. of Traders Lake, S. of PR 384
4.1.7	12	Virginia Buck	5.1	Cabin	Island E. of Big Island
4.1.8	10	Willard Buck	5.6	Cabin	South Point, S. Moose Lake East Narrows
4.1.9	64	Jacqueline Head	5.4	Cabin	S.E. shore of Davidson Lake
Total	42		214.0		

PART 2 – INDIVIDUAL SELECTIONS

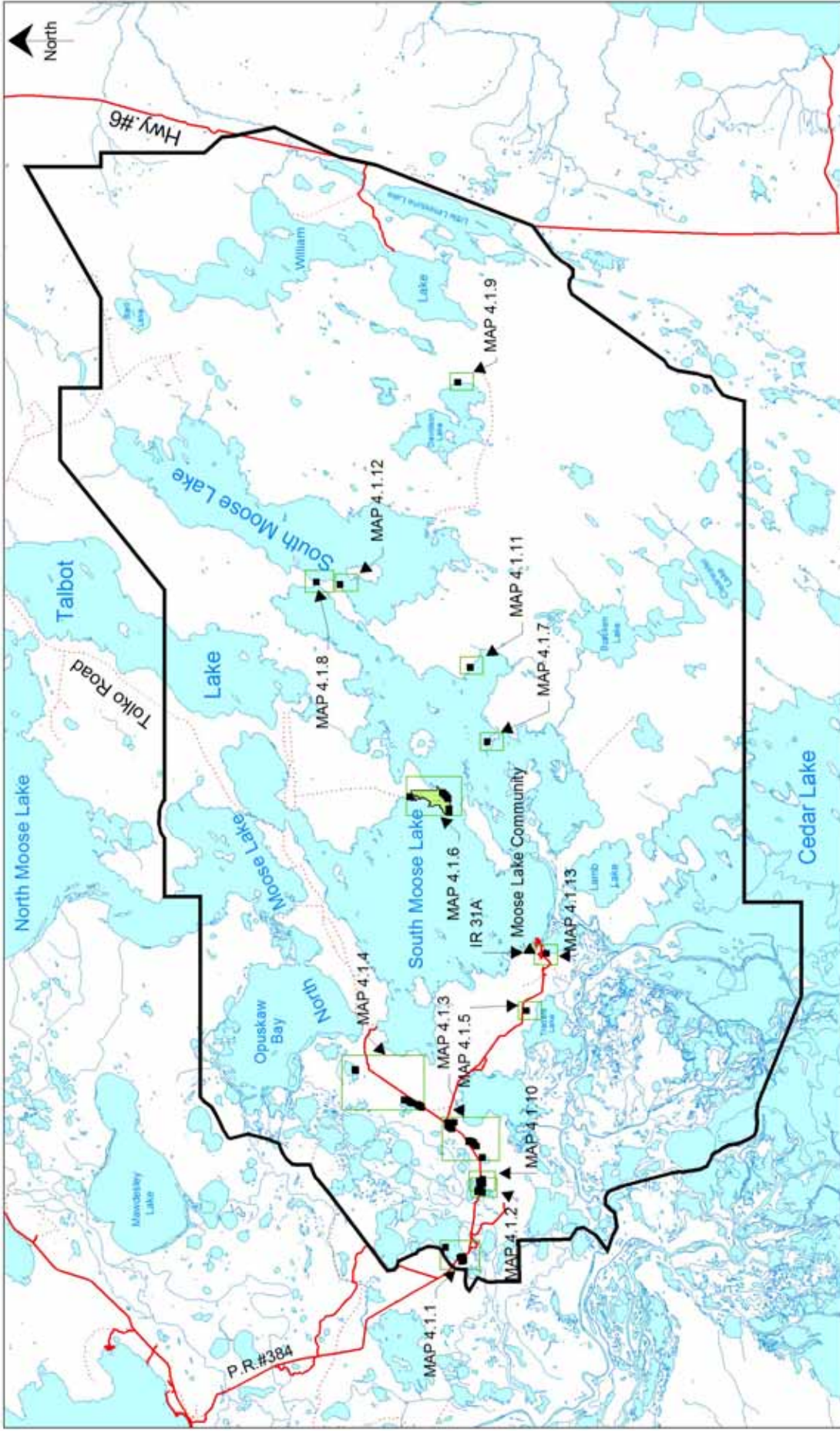
MAP	SITE	NAME	AREA (acres)	PROPOSED USE	GENERAL LOCATION
4.1.10	1	Diane Ballantyne	3.5	Cabin	N.E. of Bradley Lake, S. of PR 384
4.1.10	18	Mavis Mercredi	5.0	Cabin	N.E. of Bradley Lake, S. of PR 384
4.1.10	19	Denise Bercier	5.0	Cabin	N.E. of Bradley Lake, S. of PR 384
4.1.6	22	Wendy Campbell	5.0	Cabin	N.E. shore S. Moose Lake, N.W. side of Pickerel Point
4.1.11	25	Kevin Buck	5.0	Cabin	S.E. shore S. Moose Lake, E. of Shoulder Blade Island
4.1.6	27	Truman Campbell	5.0	Cabin	Pickerel Point
4.1.10	29	Beatrice Buck	4.5	Cabin	N.E. of Bradley Lake, S. of PR 384
4.1.12	32	Flora Knight	10.0	Cabin & Gardening	S. Moose Lake, E. Arm, S. of Narrows
4.1.1	45	Leonard Buck	5.0	Cabin	W. Peninsula of Kapiskwutunuskot Lake
Total	9		48.0		

PART 3 – MOOSE LAKE COMMUNITY DEVELOPMENT SITE

MAP	SITE	NAME	AREA (acres)	PROPOSED USE	GENERAL LOCATION
4.1.6		Moose Lake Community	912.4	Community Development	Pickerel Point
	5	Colin Chartrand	5.5	Existing Cabin	Pickerel Point
	33	Geraldine Buck	10.7	Cabin & Garden	Pickerel Point
	35	Ralph Buck	5.1	Cabin	Pickerel Point
	36	Melvina Buck	5.0	Cabin	Pickerel Point
	37	Gilbert Buck	5.4	Cabin	Pickerel Point
	38	Patrick Buck	5.0	Cabin	Pickerel Point
	39	Ralph Buck Jr.	5.3	Cabin	Pickerel Point
Total	8		954.4		

PART 4 – INDIVIDUAL SELECTION IN JOINT RANGE RESERVATION

MAP	SITE	NAME	AREA (acres)	PROPOSED USE	GENERAL LOCATION
4.1.13	44	Fabian Campbell	15	Cabin & Potato Farm	Joint Range Reservation Beyond South Tip of Community Boundary



Moose Lake Community Land Selectors

Notes:

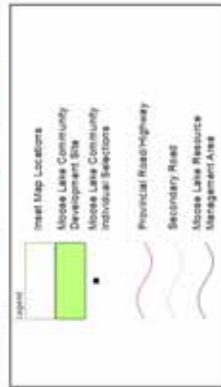
Mapping is based on information taken from the National Topographic System map sheet numbers NTS 63F, and 63G. Used by permission of Manitoba Hydro through Her Majesty The Queen in Right of Canada with permission of Energy, Mines, and Resources Canada.

North American Datum (NAD) 83, Zone 14 Universal Transverse Mercator (UTM) Coordinates.

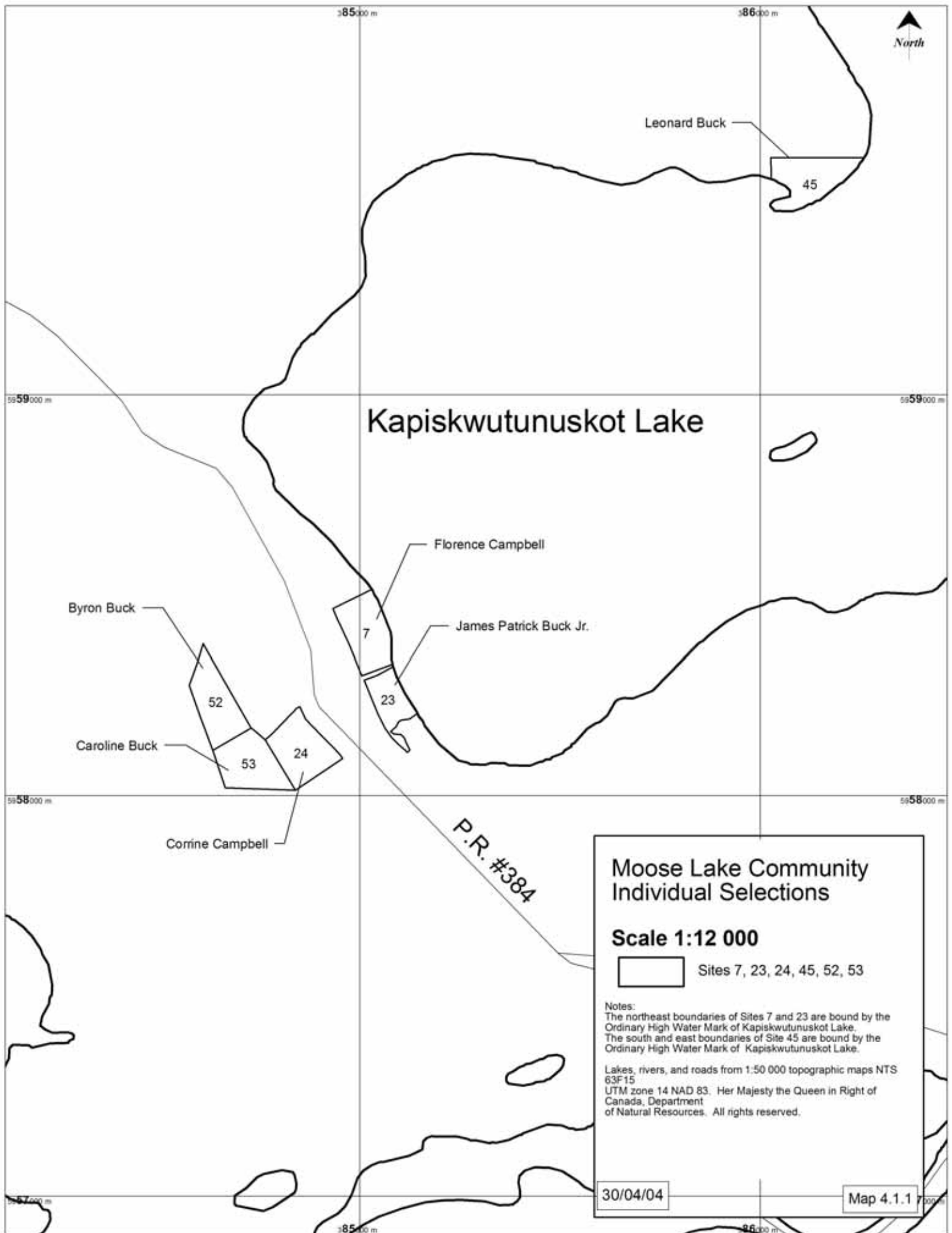
Prepared for: Moose Lake Community

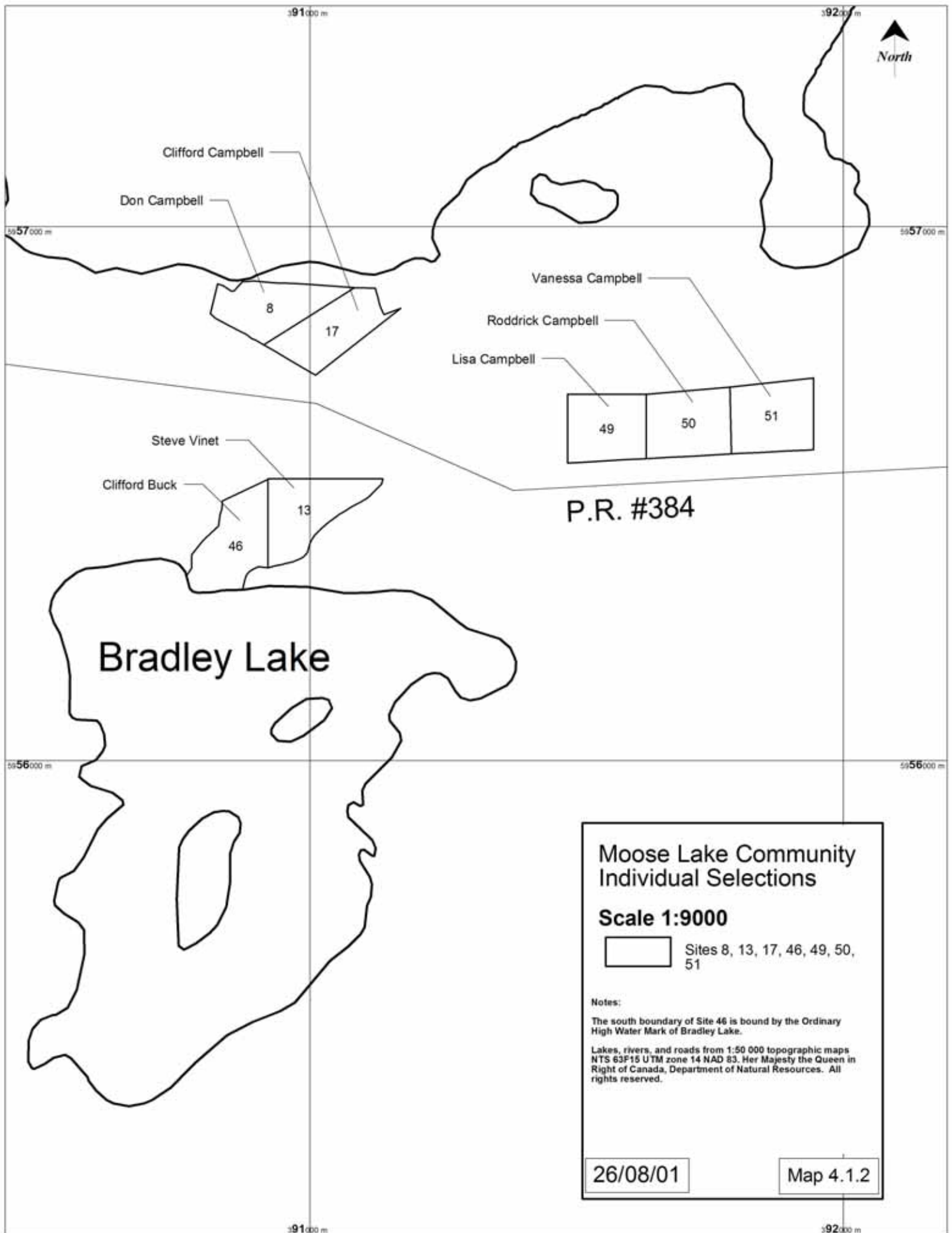
Prepared by: Hobbs & Associates Ltd.

Date: July, 2004



Scale 1 : 340 000





P.R. #384

Bradley Lake

Moose Lake Community Individual Selections

Scale 1:9000

 Sites 8, 13, 17, 46, 49, 50, 51

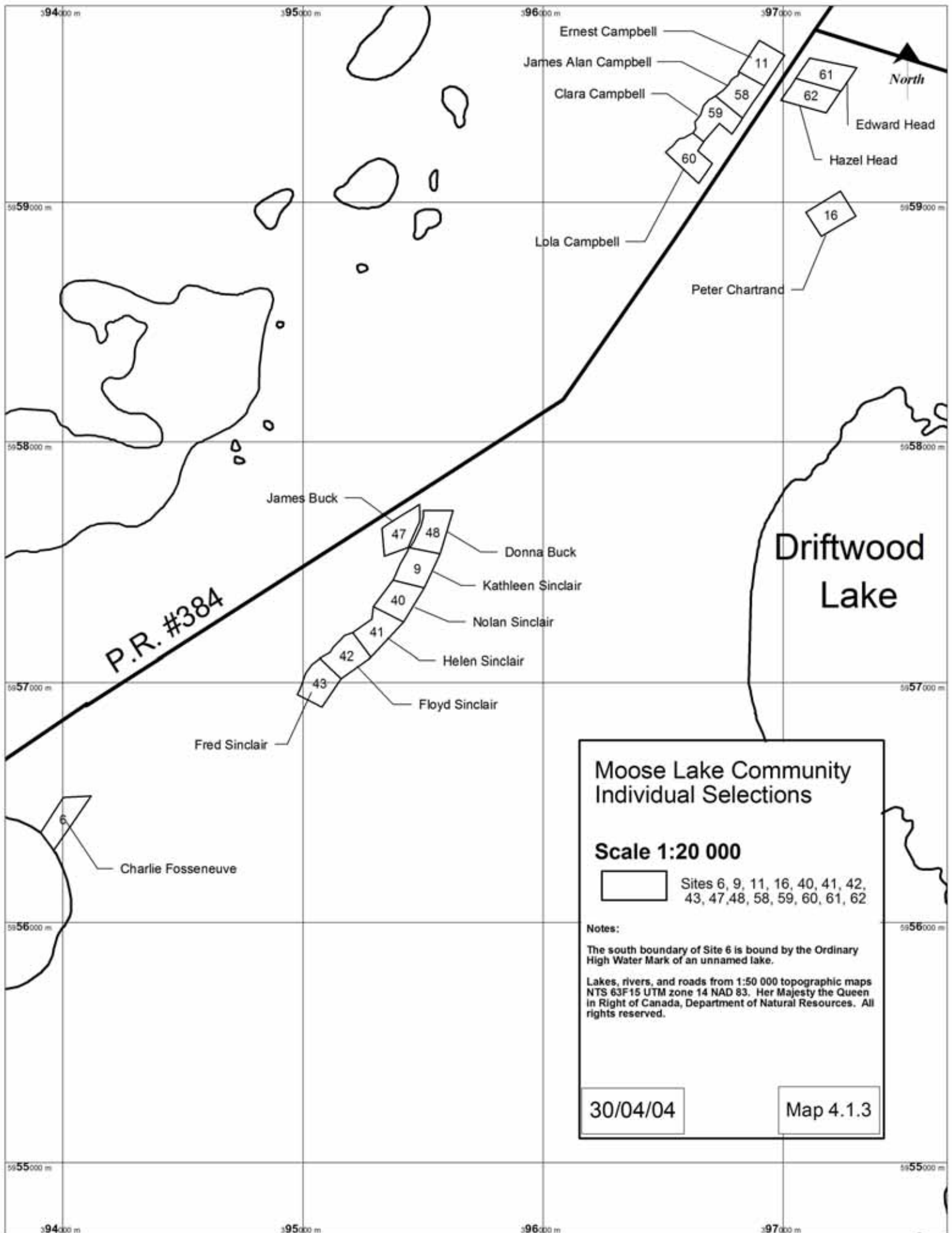
Notes:

The south boundary of Site 46 is bound by the Ordinary High Water Mark of Bradley Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F15 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

26/08/01

Map 4.1.2



Moose Lake Community Individual Selections

Scale 1:20 000

- Sites 6, 9, 11, 16, 40, 41, 42, 43, 47, 48, 58, 59, 60, 61, 62

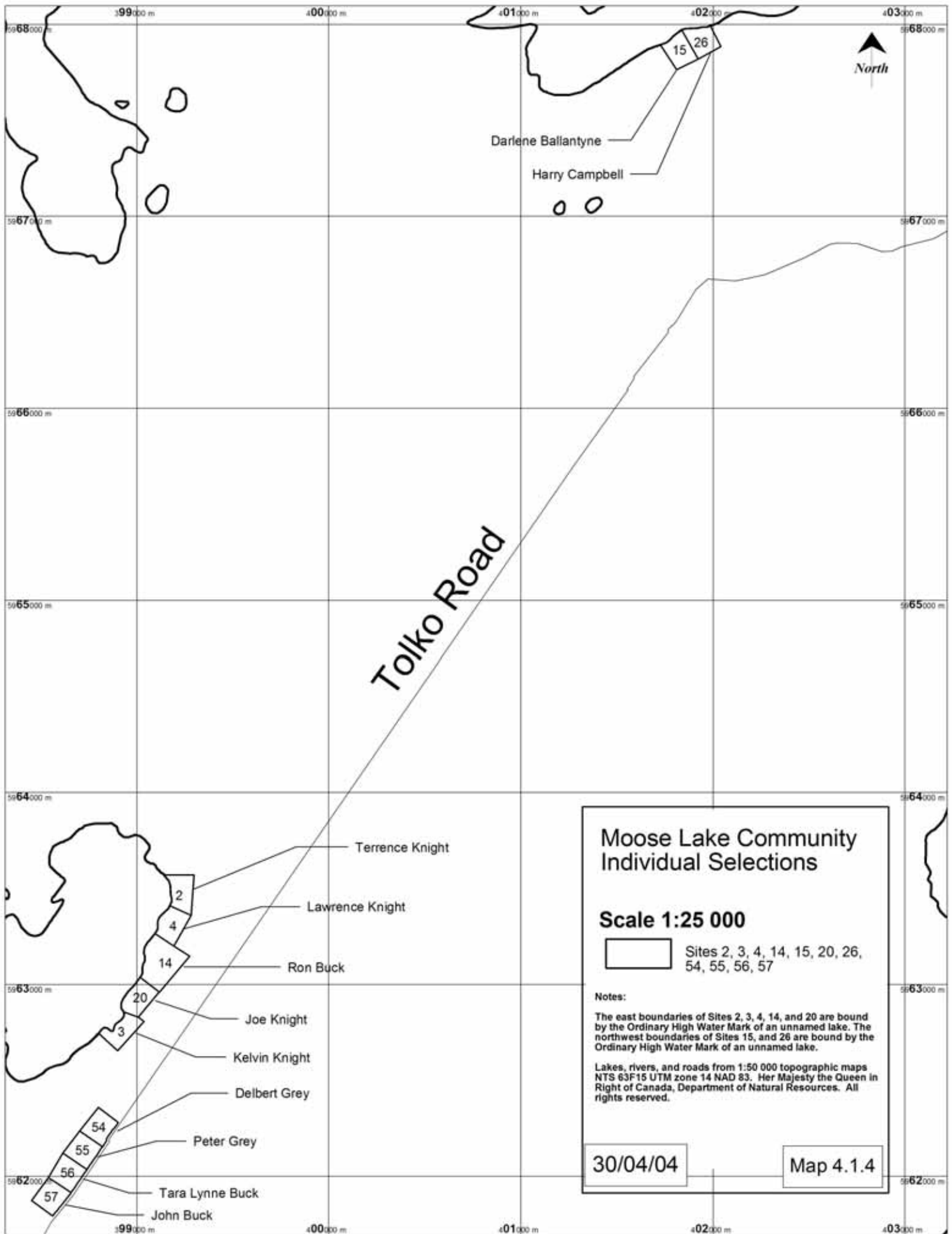
Notes:

The south boundary of Site 6 is bound by the Ordinary High Water Mark of an unnamed lake.

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30/04/04

Map 4.1.3



Moose Lake Community Individual Selections

Scale 1:25 000

Sites 2, 3, 4, 14, 15, 20, 26, 54, 55, 56, 57

Notes:
 The east boundaries of Sites 2, 3, 4, 14, and 20 are bound by the Ordinary High Water Mark of an unnamed lake. The northwest boundaries of Sites 15, and 26 are bound by the Ordinary High Water Mark of an unnamed lake.

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30/04/04

Map 4.1.4

407 000 m

408 000 m



553 000 m

553 000 m

P.R. #384

66

Wilfred Buck

552 000 m

552 000 m

Traders Lake

Moose Lake Community Individual Selections

Scale 1:8000

 Site 66

Notes:

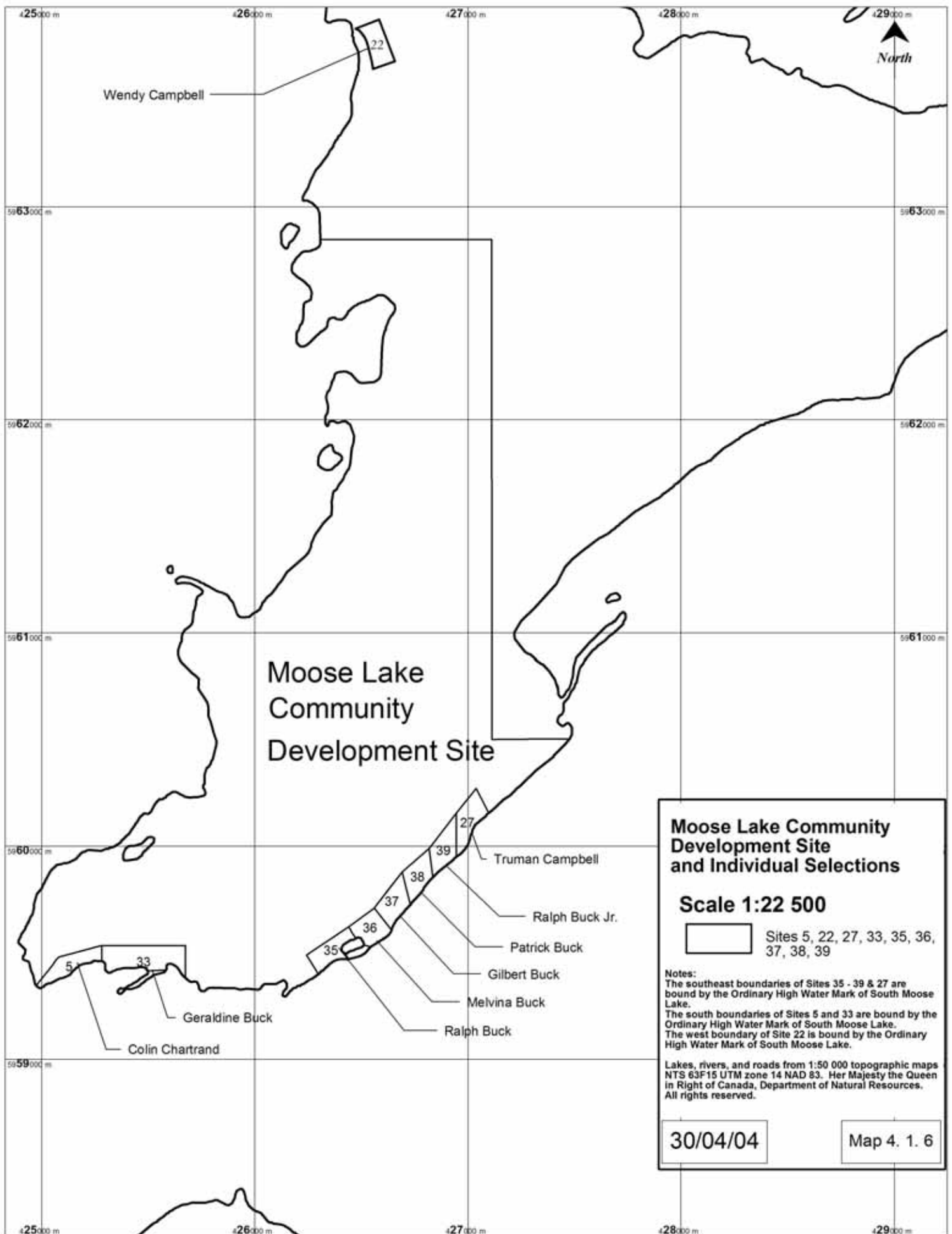
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30/04/04

Map 4.1.5

407 000 m

408 000 m



Moose Lake
Community
Development Site

**Moose Lake Community
Development Site
and Individual Selections**

Scale 1:22 500

- Sites 5, 22, 27, 33, 35, 36, 37, 38, 39

Notes:
 The southeast boundaries of Sites 35 - 39 & 27 are bound by the Ordinary High Water Mark of South Moose Lake.
 The south boundaries of Sites 5 and 33 are bound by the Ordinary High Water Mark of South Moose Lake.
 The west boundary of Site 22 is bound by the Ordinary High Water Mark of South Moose Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F15 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/04/04

Map 4. 1. 6

431000 m

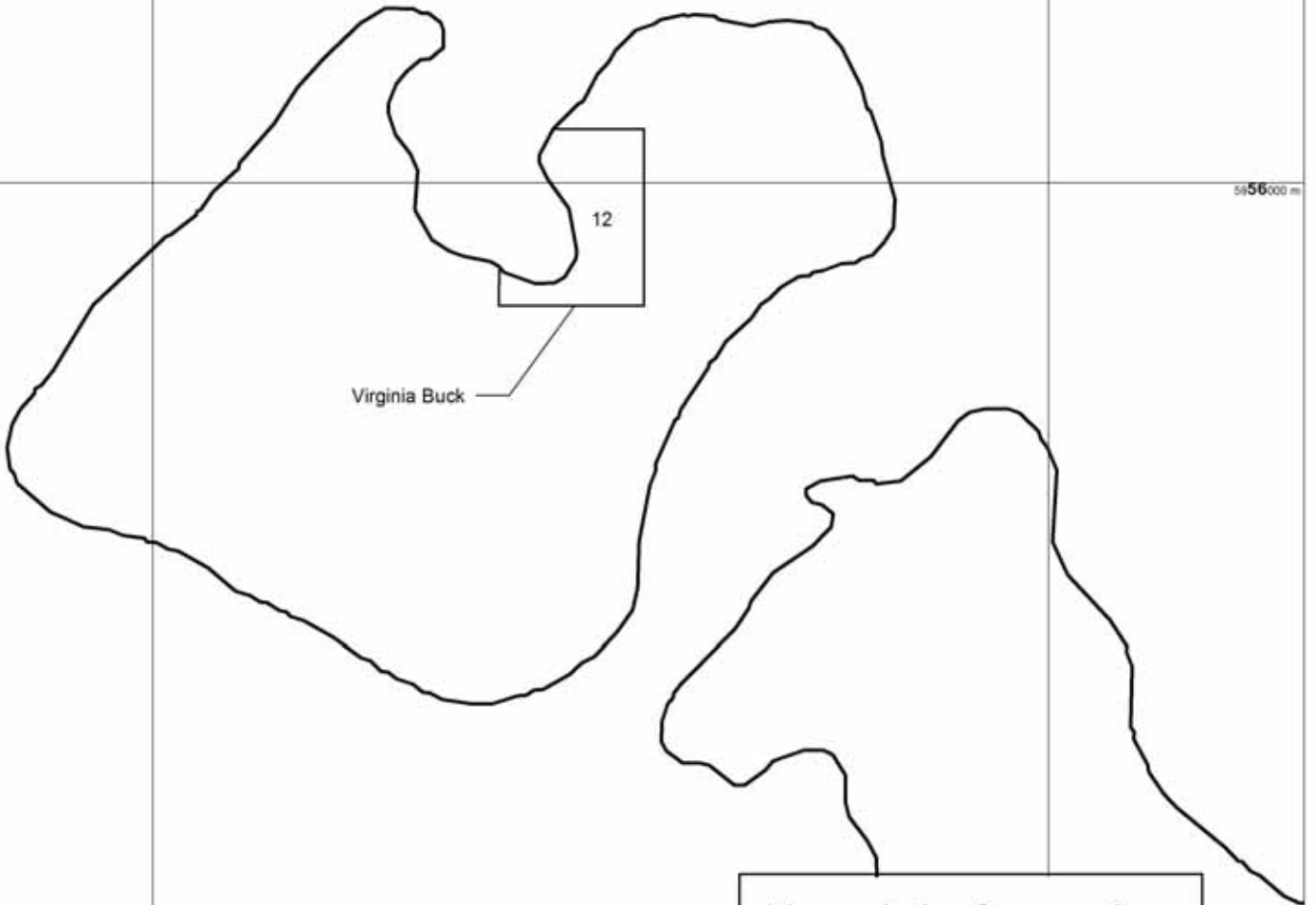
432000 m



South Moose Lake

5956000 m

5956000 m



Virginia Buck

12

South Moose Lake

Moose Lake Community Individual Selections

Scale 1:8000

 Site 12

Notes:

The west boundary of Site 12 is bound by the Ordinary High Water Mark of South Moose Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F16 UTM zone 14 NAD 83.

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26/08/01

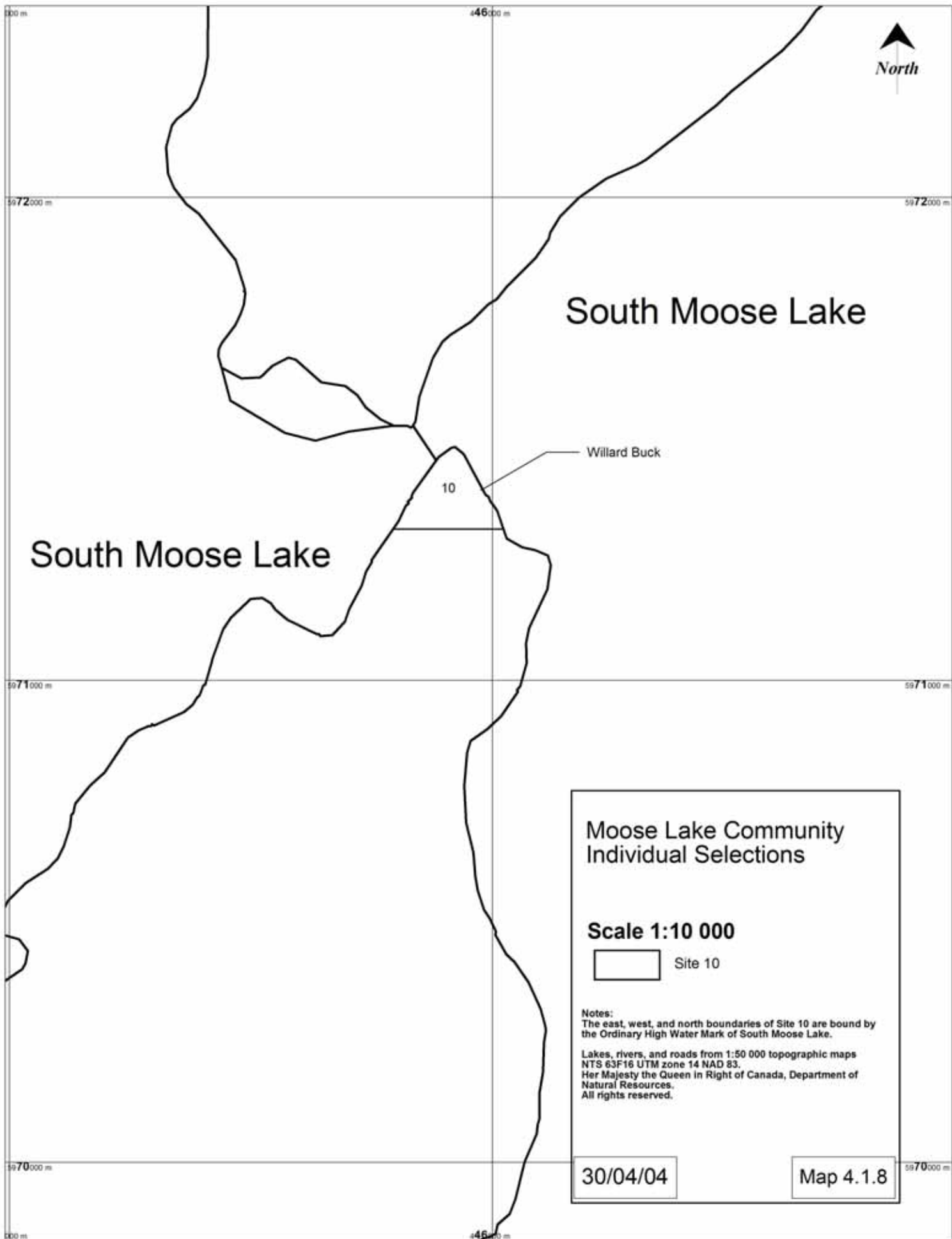
Map 4.1.7

5955000 m

5955000 m

431000 m

432000 m



South Moose Lake

Willard Buck

10

South Moose Lake

**Moose Lake Community
Individual Selections**

Scale 1:10 000

 Site 10

Notes:
The east, west, and north boundaries of Site 10 are bound by the Ordinary High Water Mark of South Moose Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps
NTS 63F16 UTM zone 14 NAD 83.
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30/04/04

Map 4.1.8



464 000 m

59 000 m

59 000 m

Jacqueline Head

64

Davidson Lake

58 000 m

58 000 m

Moose Lake Community Individual Selections

Scale 1:8000



Site 64

Notes:

The west boundary of Site 64 is bound by the Ordinary High Water Mark of Davidson Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63G13 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/04/04

Map 4.1.9

464 000 m



P.R. #384

Bradley Lake

1. Diane Ballantyne

18. Mavis Mercredi

19. Denise Bercier

29. Beatrice Buck

Moose Lake Community Individual Selections

Scale 1:9000



Sites 1, 18, 19, 29

Notes:

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F15 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/04/04

Map 4.1.10

438000 m

439000 m



5858000 m

5858000 m

25. Kevin Buck

South Moose Lake

5857000 m

5857000 m

**Moose Lake Community
Individual Selections**

Scale 1:9 000

 Site 25

Notes:

The southeast boundary of Site 25 is bound by the Ordinary High Water Mark of South Moose Lake.

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F15

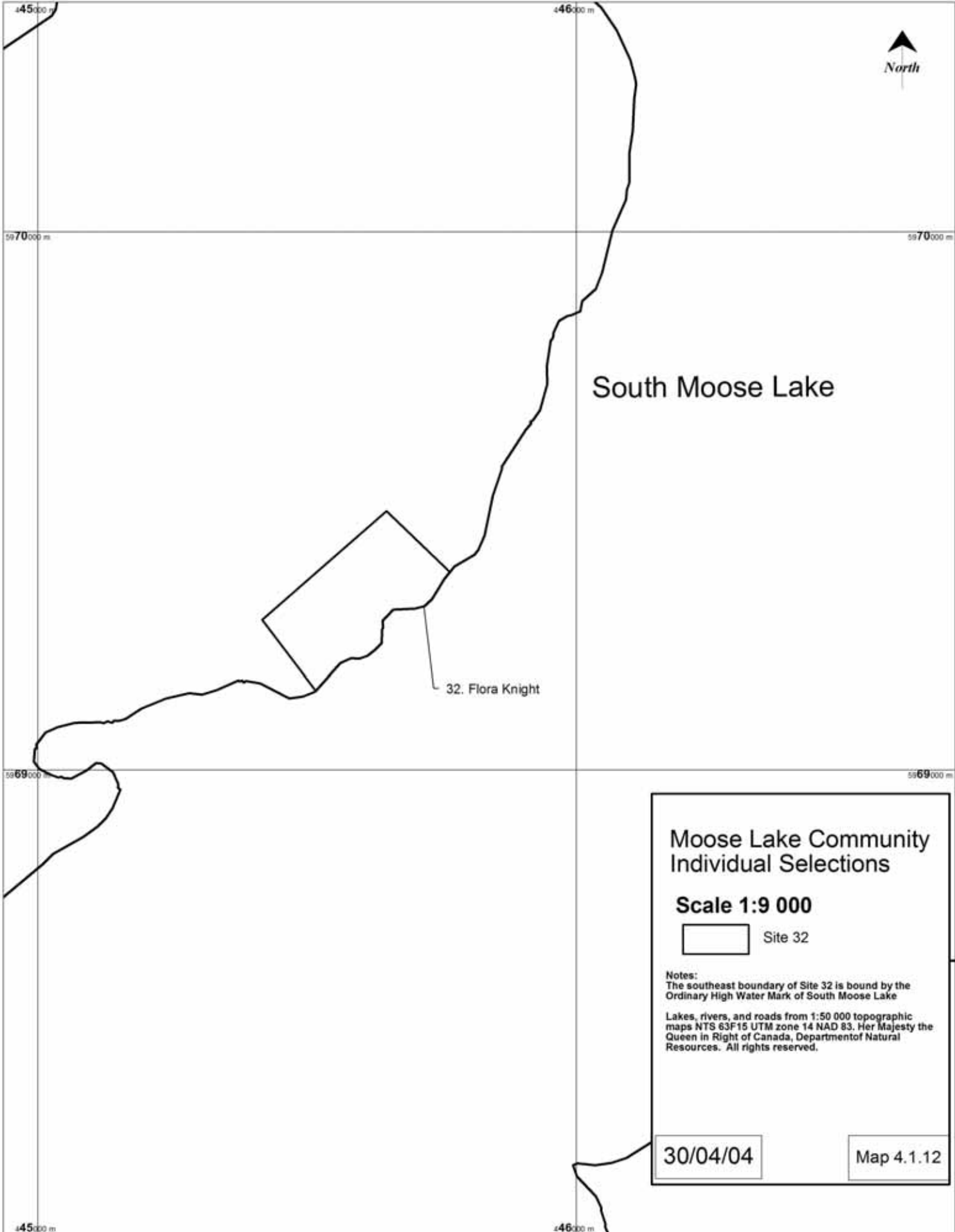
UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/04/04

Map 4.1.11

438000 m

439000 m



South Moose Lake

32. Flora Knight

Moose Lake Community Individual Selections

Scale 1:9 000

 Site 32

Notes:
The southeast boundary of Site 32 is bound by the Ordinary High Water Mark of South Moose Lake

Lakes, rivers, and roads from 1:50 000 topographic maps NTS 63F15 UTM zone 14 NAD 83. Her Majesty the Queen in Right of Canada, Department of Natural Resources. All rights reserved.

30/04/04

Map 4.1.12



South Moose Lake

IR 31A

Moose Lake Community

PR #384






Fabian Campbell

Site 44

Joint Range Reservation

Moose Lake Community Individual Selections

Scale 1:10 000

-  Site 44
-  Joint Range Reservation
-  IR 31A
-  Moose Lake Community Boundary
-  Trail

Notes:

The north boundary of the Joint Range Reservation is approximate and was based upon abutting the Moose Lake Community Boundary.

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

Map 4.1.13

30/04/04

SCHEDULE 4.2 - FORM OF LAND USE PERMIT

Crown Land Permit

Manitoba
Conservation



EFFECTIVE FROM

TO

TAXING AUTHORITY

REGION

[Name of Permittee]
[Address of Permittee]

Permit

SECTION 1.00 – STATUTORY REFERENCES

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

- The Buildings and Mobile Homes Act, C.C.S.M. c. B93*
- The Crown Lands Act, C.C.S.M. c. C340*
- The Forest Act, C.C.S.M. c. F150*
- The Highways and Transportation Act, C.C.S.M. c. H40*
- The Highways Protection Act, C.C.S.M. c. H50*
- The Mines and Minerals Act, C.C.S.M. c. M162.*
- The Water Power Act, C.C.S.M. c. W60*

SECTION 2.00 – PERMIT LAND

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

SECTION 3.00 – EXCLUSIVE USE FOR AUTHORIZED PURPOSES

- 3.01 Subject to the interests set out in section 4.00 and subject to the conditions set out in section 5.00, Manitoba hereby provides the Permittee the exclusive right to use and occupy the Permit Land, free and clear of all encumbrances, reservations, caveats, estates, rights and interests, in favour of any person, for the following purpose:

(insert authorized use)

(for Community Development Site) the land is to be used for community purposes as set out in Article 4.5 of the Moose Lake Community Forebay Agreement, dated .)

SECTION 4.00 – OTHER INTERESTS

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

(include a description of all third party interests, including any mining interests. Insert “nil” if there are no third party interests.)

[Include subsection 4.02, 4.03 and 4.04 for Permit Land on Developed Waterway]

- 4.02 The exclusive right to use and occupy the Permit Land set out in section 3.00 is provided by Manitoba to the Permittee, subject to the requirements of *The Water Power Act* and the right and privilege of Manitoba and Hydro in perpetuity, without charge or cost of any kind whatsoever, to Manitoba or Hydro, to regulate the flow of and inundate and store water on or over, and to affect from time to time, the Permit Land consistent with any water power licence in effect from time to time permitting Hydro to operate the Grand Rapids Hydro-Electric Generating Station at an elevation not to exceed 842 feet A.S.L. measured immediately upstream of the Grand Rapids Hydro-Electric Generating Station, without obstruction, hindrance, molestation or interruption on the part of the Permittee or any person claiming by, through or under the Permittee.
- 4.03 The Permittee may provide notice in writing to Manitoba requesting that Manitoba identify elevation and set back requirements for development or construction on the Permit Land.
- 4.04 Manitoba will, as soon as practicable after receiving notice under subsection 4.03, and after consultation with Hydro, advise the Permittee in writing of the elevation and set back requirements for development and construction, with those requirements designed to take into account the effects of flooding, wind setup, wave uprush, erosion and ice conditions.

SECTION 5.00 – CONDITIONS

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

- a. **Compliance with Laws** – The Permittee shall, at the Permittee’s expense, promptly observe, perform, execute and comply with all municipal, provincial or federal laws, orders and regulations that have application to the Permittee and the Permit Land; and without limiting the generality of the foregoing:
 - i. **Construction** – Any structure constructed on the Permit Land by the Permittee shall be constructed in accordance with The Manitoba Building Code established pursuant to *The Buildings and Mobile Homes Act*, applicable municipal by-laws and regulations,
 - ii. **Highway Protection** – The Permittee shall not erect, build, or place or cause to be erected, built or placed, a structure or fixture on, under, or above the surface of the ground, within 125 feet of a department road outside a city, town or village or such further distance as determined by The Highway Traffic Board in accordance with *The Highways Protection Act*, or plant or place or cause to be planted or placed, any tree, shrub or hedge upon or within 50 feet of a departmental road outside a city, town, village or unincorporated village district, in accordance with *The Highways and Transportation Act*,
 - iii. **Environmental Laws** – The Permittee shall comply with all laws and guidelines respecting environmental matters, and in the event that the Permittee contributes to any detrimental biophysical environmental change to the Permit Land, contrary to such laws or guidelines, the Permittee will remedy such damage, at the Permittee’s expense,
 - iv. **Timber** – The Permittee shall not cut or remove timber from the Permit Land without a licence or permit from the Forestry Branch of Manitoba pursuant to *The Forest Act*, and
 - v. **Sand and Gravel** – The Permittee shall not remove, explore for, mine or produce quarry minerals, including sand, gravel and clay from the Permit Land without obtaining a quarry permit or quarry lease from the Director of Mines for Manitoba pursuant to *The Mines and Minerals Act*;
- b. **Other Natural Resources** - The Permittee shall not remove soil or any other natural resources from the Permit Land without the prior written permission of Manitoba;

- c. **Waste** – The Permittee shall not commit or permit the commission of any voluntary waste, spoilage or destruction, nor dump any rubbish or any other matter of an offensive nature anywhere on the Permit Land, except in a designated dump area or as directed by Manitoba;
- d. **Access to Permit Land** – Manitoba and any employee, officer or agent of Manitoba, including the Royal Canadian Mounted Police, shall be entitled to enter onto the Permit Land as required to enforce the conditions of this Permit and municipal, provincial or federal laws, orders and regulations;
- e. **Control Survey Monuments** – The Permittee will ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed, and will replace, at its expense, any monuments that are disturbed, damaged or destroyed, by a duly qualified Land Surveyor, to the satisfaction of Manitoba, and shall not interfere with the survey work conducted by Manitoba;
- f. **Indemnification** – The Permittee shall at all times save harmless and indemnify and keep Manitoba indemnified against and be responsible for all claims, demands, actions, suits and other legal proceedings brought against Manitoba by reason or arising out of:
 - i. any exercise by the Permittee of its rights pursuant to this Permit, including any use and development on the Permit Land, or
 - ii. any act or omission on the part of the Permittee in respect of or in relation to the carrying on of any activities permitted by this Permit;
- g. **Liability in Respect of Mining Operations** – Manitoba shall not be liable in any way for injury or damage that is caused to the surface of the Permit Land as a result of mining operations on the Permit Land or adjacent land;
- h. **Conduct of Mining Operations** – Any third party with an interest in mines and minerals may exercise its rights in mines and minerals in accordance with *The Mines and Minerals Act*;
- i. **Services** – The issuing of this Permit does not imply that Manitoba will provide any services;
- j. **Assignment** – The Permittee may, with the written permission of Manitoba, assign this Permit;
- k. **Notice** – Notice affecting the Permittee or Manitoba will be sufficiently served, if mailed by regular mail to the applicable address for that party, as follows:

To: Permittee
[insert address]

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

SECTION 6.00 – TERM OF PERMIT

- 6.01 Subject to subsections 6.03 and 6.04, this Permit comes into effect on its execution and will remain in effect for one year or until transfer of the Permit Land in fee simple to the Permittee.
- 6.02 Subject to subsections 6.03 and 6.04, this Permit will be automatically renewed by Manitoba, without fee, at the expiry of the one year term on the same terms and conditions.
- 6.03 Manitoba may cancel this Permit where:
- a. the Permit Land is not being used by the Permittee for the authorized use set out in section 3.00 within ten (10) years from the date a Permit was first issued to the Permittee for the Permit Land; or
 - b. the Permit Land is being used for a purpose other than that authorized in section 3.00.

(Section 6.03 will only apply to Individual Selections)

- 6.04 Ten years from the date a Permit was first issued to the Permittee for the Permit Land, Manitoba may charge fees for the issuance or renewal of the Permit in accordance with any law or policy applying generally to land use permits.

SECTION 7.00 – AMENDMENT

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

IN WITNESS WHEREOF Manitoba has executed this Permit this _____ day of _____, 200 and the Permittee has executed this Permit this _____ day of _____ 200 .

HER MAJESTY THE QUEEN IN THE
RIGHT OF MANITOBA

Per:

Minister of Conservation

Per:

Permittee

SCHEDULE 4.3 - SURVEY INSTRUCTIONS

A. LEGAL SURVEYS OF PARCEL BOUNDARIES AND EXCLUSIONS

1. General:

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

2. Surveys of Parcel Boundaries and Exclusions:

(a) Datum:

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

(b) Bearings:

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

(c) Monuments:

Monuments along surveyed boundaries will be inter-visible and the maximum distance between each will be 1 km. The monuments will be 0.025 m x 0.025 m x 0.914 m iron posts set a minimum of 0.8 m in overburden or short iron

rock posts which will be cemented into place. Ties will be shown to all permanent water bodies.

(d) Ancillary Monumentation:

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

(e) Cut Lines:

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

(f) Enclosed Parcels:

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

(g) Control:

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

(h) **OHWM** Boundaries:

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

(i) Road Allowances:

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

(j) Water Beds:

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

(k) Bench Marks:

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

(l) Survey Reports:

Written survey reports will be compiled by the surveyor-in-charge for each survey completed. These reports will speak to experiences and occurrences encountered during the course of the field survey such as those cited in the Manitoba Regional Surveyor's Directive No. 13 entitled DIRECTIVE FOR STANDARDS OF REPORT WRITING, dated June 1987.

(m) Exclusions:

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

B. SURVEYS OF EASEMENT LINES

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

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

(b) Reference to Parcel Boundaries:

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

(c) On-the-Ground Surveys:

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

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

SCHEDULE 4.4 - FORM OF COUNCIL RESOLUTION

WHEREAS:

- A. In 1962, Her Majesty the Queen in right of Manitoba (“Manitoba”) and The Manitoba Hydro-Electric Board (“Manitoba Hydro”) made undertakings to include residents of Moose Lake within provisions made in a letter dated June 8, 1962 sent to Mosakahiken Cree Nation by the Grand Rapids Forebay Administration Committee, on behalf of Manitoba and Manitoba Hydro in relation to the development and operation of the Grand Rapids Hydro-Electric Project (the “Project”);
- B. On _____, 200 , Moose Lake Community, Manitoba Hydro and Manitoba entered into an Agreement to resolve the issues between and among those parties in relation to and arising out of the Project (the “Agreement”);
- C. The Agreement provides, among other things, that Manitoba will issue a Land Use Permit to a nominee of the Moose Lake Community (the “Community Nominee”) for the parcel of land described in Schedule “A” (the “Community Development Site”) and that Manitoba will, upon the written request of the Moose Lake Community Council, transfer the Community Development Site in fee simple to the Community Nominee;
- D. Manitoba Hydro and Manitoba require the right to regulate the flow of, to inundate and store water on or over, and to affect from time to time, portions of the Community Development Site for purposes of the Project;
- E. The Moose Lake Community has agreed that this right be protected by way of an easement (the “Project Easement”) in favour of Manitoba and Manitoba Hydro on the terms set out in the Agreement;
- F. Manitoba has, in accordance with the Agreement, issued a Land Use Permit to the Community Nominee for the parcel of land described in Schedule “A” (the “Community Development Site”);
- G. The Moose Lake Community Council has, in accordance with the Agreement, requested in writing that Manitoba transfer the Community Development Site to the Community Nominee in fee simple subject to any required Project Easement; and
- H. Manitoba has, in accordance with the Agreement, completed a legal survey of the Community Development Site and Manitoba will, in accordance with the Agreement, transfer fee simple title for the Community Development Site to the Community Nominee upon receipt of a resolution of the Moose Lake Community Council confirming that the Community Development Site is the parcel to be transferred pursuant to the Agreement.

Therefore be it resolved that:

1. The Moose Lake Community Council hereby confirms that the Community Development Site as described in Schedule "A" is the parcel to be transferred pursuant to the Agreement, subject to a Project Easement.

Dated this _____ day of _____, 200__.

Schedule "A"

[legal description to be inserted - "...including the reservation contained in clause 4(1)(a) of The Crown Lands Act (Manitoba), but excluding all mines and minerals (precious and base) and the royalties derived therefrom and any other estates, rights and interests reserved to the Crown (Manitoba) under The Crown Lands Act (Manitoba)]

ARTICLE 5 - FOREBAY COMMUNITY SITE

5.1 INTRODUCTION

5.1.1 Introduction. Article 5 provides for:

- (a) the continued use and occupation by the **Moose Lake Community** of the **Forebay Community Site**; and
- (b) the indemnification by **Manitoba** of any loss that may arise in relation to **Manitoba's** authority to permit such continued use and occupation.

5.2 FOREBAY COMMUNITY SITE

5.2.1 Description of Area. The **Forebay Community Site** is located within the boundaries of the **Moose Lake Community** and is described in Schedule 5.1.

5.2.2 Establishment of Residences and Infrastructure. In contemplation of the **Project**, **Manitoba** permitted residents of what is now the **Moose Lake Community** to establish residences and infrastructure within the **Forebay Community Site**.

5.2.3 Forebay Community Site. As of the **Date of this Agreement**, residents of the **Moose Lake Community** continue to occupy and use the **Forebay Community Site**, and in some cases hold fee simple title to parcels within the **Forebay Community Site**.

5.2.4 Continued Use and Occupation of the Forebay Community Site. **Manitoba** acknowledges that the **Moose Lake Community** and its residents have the right to continue to occupy, use and, where applicable, hold fee simple title to parcels within the **Forebay Community Site**.

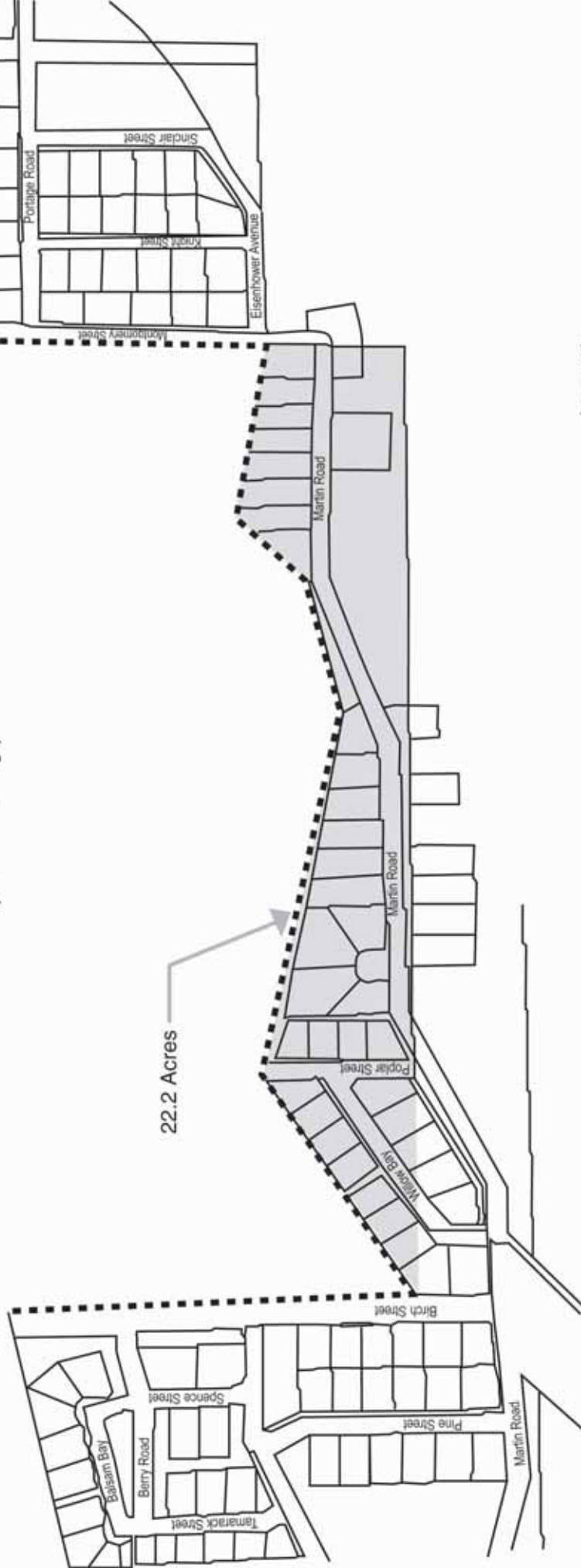
5.2.5 Release by Mosakahiken of Claim to Forebay Community Site. The **Parties** acknowledge that paragraph 18.2.1(b) of the **Mosakahiken Comprehensive Forebay Agreement**, a copy of which is attached as Schedule 5.2, will provide for **Mosakahiken**

releasing any claim which it may have had to the **Forebay Community Site**. Such release will not take effect until the effective date of the **Mosakahiken Comprehensive Agreement**.

5.2.6 Indemnity. **Manitoba** will indemnify the **Moose Lake Community** and any resident of the **Moose Lake Community** for any loss suffered as a consequence of a decision of a court of competent jurisdiction dealing with the authority of **Manitoba** to permit residents of what is now the **Moose Lake Community** to establish residences and infrastructure within the **Forebay Community Site** and to continue to occupy and use the site.

SCHEDULE 5.1 – FOREBAY COMMUNITY SITE

Mosakahiken Cree Nation Reserve No. 31A (Part Only)



22.2 Acres

Legend:

- IR 31A Boundary
- 22.2 Acres



SCHEDULE 5.2

Paragraph 18.2.1(b) of the Mosakahiken Comprehensive Forebay Agreement

18.2.1 Settlement and Satisfaction.

Without implying acceptance by **Mosakahiken** of the fairness of the **1962 Arrangements**, and no further redress being forthcoming from **Manitoba** and **Hydro**, the execution of this **Agreement** and payment of the amounts paid or payable under subsection 2.2.1 and paragraphs 2.2.3(a) and (b) by **Manitoba** and **Hydro** will, subject to subsection 18.2.2, constitute a full and final settlement and satisfaction of any and all obligations of **Manitoba** and **Hydro** in respect of, and all liabilities of **Manitoba** or **Hydro** arising out of or attributable to:

....

(b) the taking and use of the **Forebay Community Site...**

ARTICLE 6 - RESOURCE MANAGEMENT

6.1 INTRODUCTION

6.1.1 Introduction. Article 6 provides for:

- (a) the identification of the **Moose Lake Resource Management Area**; and
- (b) the participation of a designate of the **Community Council** on the **Moose Lake Resource Management Board**.

6.2 MOOSE LAKE RESOURCE MANAGEMENT AREA AND BOARD

6.2.1 Establishment of Moose Lake Resource Management Area. Pursuant to Article 13 of the **Mosakahiken Comprehensive Forebay Agreement**, a copy of which is attached as Schedule 6.1, the lands and waters depicted in Schedule 13.1 of the **Mosakahiken Comprehensive Forebay Agreement** have been established as the **Moose Lake Resource Management Area**.

6.2.2 Establishment of Moose Lake Resource Management Board. The **Moose Lake Resource Management Board** will be established and will operate pursuant to Article 13 of the **Mosakahiken Comprehensive Forebay Agreement**, in order to promote cooperative land use planning, resource management and environmental monitoring in the **Moose Lake Resource Management Area**.

6.2.3 Amendment of Area. **Manitoba** and the **Moose Lake Community** acknowledge that **Mosakahiken** and **Manitoba** may, by agreement in writing and following consultation with the **Moose Lake Community Council**, amend the **Moose Lake Resource Management Area**.

6.3 PARTICIPATION OF MOOSE LAKE COMMUNITY

6.3.1 Appointment of Community Member by Manitoba. One (1) of the persons appointed by **Manitoba** to the **Moose Lake Resource Management Board** will be a designate of the **Community Council**, subject to the approval of **Manitoba** which approval will not be unreasonably withheld.

6.3.2 Identification of Community Member. The **Community Council** will appoint the designate referred to in subsection 6.3.1 by **Council Resolution**.

6.3.3 Change in Number of Members. Subsection 13.3.5 of the **Mosakahiken Comprehensive Forebay Agreement** provides that the number of members of the **Moose Lake Resource Management Board** may be changed by agreement between **Mosakahiken** and **Manitoba** provided that there is always an equal number of members appointed by each. If the number of Board members is significantly increased, **Manitoba** will consider increasing the representation from the **Moose Lake Community**.

6.3.4 Alternate Community Member. Where the designate of the **Community Council** is unable to attend a meeting of the **Moose Lake Resource Management Board**, the **Community Council** may, by providing notice in writing to **Manitoba** and **Mosakahiken**, identify a temporary replacement of that member, subject to the approval of **Manitoba**, which approval will not be unreasonably withheld.

6.3.5 Replacing Members. Replacement of the designate of the **Community Council** by **Manitoba** must comply with subsections 6.3.1 and 6.3.2.

6.3.6 Costs of Moose Lake Community Designate. **Manitoba** will pay the costs of its representatives on the **Moose Lake Resource Management Board**, which will include the costs of the designate of the **Community Council**.

6.4 INFORMATION

6.4.1 Requesting Information. The **Moose Lake Community** will, upon the written request of the **Moose Lake Resource Management Board, Mosakahiken** or **Manitoba**, and subject to payment, unless waived, of any set fee or charge, provide the **Moose Lake Resource Management Board** with information within its control about matters being dealt with by, or of interest to, the **Moose Lake Resource Management Board** except where such information is privileged or confidential.

6.5 CONSULTATION WITH MOOSE LAKE COMMUNITY COUNCIL

6.5.1 Requests Made to Manitoba. Requests or applications made to **Manitoba** for allocations, permits and other dispositions of **Resources** in the **Moose Lake Resource Management Area**, or other matters, which, in the opinion of **Manitoba**, are directly related to the management of **Resources** in the **Moose Lake Resource Management Area**, will be provided to **Mosakahiken**, the **Moose Lake Resource Management Board** and the **Moose Lake Community** for purposes of consultation in accordance with subsection 13.10.1 of the **Mosakahiken Comprehensive Forebay Agreement**.

6.5.2 Consultation with Moose Lake Community. Where a matter considered by the **Moose Lake Resource Management Board** relates to the disposition of any Crown (Manitoba) land located in or within eight kilometres from the boundaries of the **Moose Lake Community**, the Board will consult with the **Moose Lake Community** for the purposes of section 9 of *The Northern Affairs Act* (Manitoba).

6.5.3 Assignment of Functions. **Manitoba** and the **Moose Lake Community** acknowledge that **Mosakahiken** and **Manitoba** may, by agreement in writing following consultations between **Manitoba** and the **Moose Lake Community**:

- (a) discontinue the **Moose Lake Resource Management Board**; or

- (b) assign the functions of the **Moose Lake Resource Management Board** under Article 13 of the **Mosakahiken Comprehensive Forebay Agreement** to other entities.

6.6 RESOURCE USE

6.6.1 Resource Use. The **Moose Lake Community** and **Manitoba** recognize that, subject to the aboriginal and treaty rights of aboriginal peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and subject to **Resource Management Plans** in force, other individuals may, as provided by law, hunt, trap or fish in the **Moose Lake Resource Management Area**. The **Moose Lake Community** and **Manitoba** recognize that provisions for conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area** are essential. Where applicable, actions taken in accordance with Article 13 of the **Mosakahiken Comprehensive Forebay Agreement** by the **Moose Lake Community** will be consistent with the rights of **Mosakahiken** and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area**.

6.7 EFFECTIVE DATE

6.7.1 Effective Date. Article 6 will become effective on the effective date of the **Mosakahiken Comprehensive Forebay Agreement**.

**SCHEDULE 6.1 - ARTICLE 13 OF THE MOSAKAHIKEN COMPREHENSIVE
FOREBAY AGREEMENT**

PART IX: RESOURCES

ARTICLE 13

RESOURCE MANAGEMENT

TABLE OF CONTENTS

PART IX: RESOURCES.....	1
ARTICLE 13.....	4
13.0 RESOURCE MANAGEMENT	4
13.1 INTRODUCTION.....	4
13.1.1 Introduction.....	4
13.1.2 Consultation.....	4
13.2 MOOSE LAKE RESOURCE MANAGEMENT AREA.....	4
13.2.1 Establishment of Moose Lake Resource Management Area	4
13.2.2 Talbot Lake Fishery Included.....	4
13.2.3 Amendment of Area.....	4
13.2.4 Cedar Lake Commercial Fishery.....	4
13.2.5 Consultations on Cedar Lake Commercial Fishery.....	5
13.3 MOOSE LAKE RESOURCE MANAGEMENT BOARD.....	5
13.3.1 Establishment.....	5
13.3.2 Appointment of Community Member by Manitoba	5
13.3.3 Identification of Community Member.....	5
13.3.4 Board Meetings.....	5
13.3.5 Change in Number of Members.....	6
13.3.6 Alternate Members.....	6
13.3.7 Alternate Community Member.....	6
13.3.8 Replacing Members.....	6
13.3.9 Rules and Procedures.....	6
13.3.10 Selection of Chairperson.....	7
13.3.11 Quorum.....	7
13.3.12 Decisions.....	7
13.4 PROGRAMS AND BUDGETS	7
13.4.1 Annual Program and Budget.....	7
13.4.2 Budget Components.....	7
13.4.3 Provision of Budget to Hydro	8
13.4.4 Sharing of Costs.....	8
13.4.5 Costs of Participation by Mosakahiken's Representatives.....	8
13.4.6 Fiscal Year.....	8
13.4.7 Reports.....	8
13.5 ASSISTANCE AND INFORMATION	9

13.5.1	Technical Support	9
13.5.2	Requesting Information.	9
13.5.3	Requesting Assistance.	10
13.5.4	Disclosure subject to Legislation.	10
13.6	FUNCTIONS AND PURPOSES OF THE MOOSE LAKE RESOURCE MANAGEMENT BOARD	10
13.6.1	Board Activities.	10
13.6.2	Resource Management Plans	11
13.6.3	Resource Use	12
13.6.4	Application of Resource Management Plans	13
13.6.5	Land Use Plans	13
13.6.6	Application of Land Use Plans	13
13.6.7	Operation and Maintenance of Water Control Structures.	13
13.6.8	Environmental Monitoring by the Board.	14
13.6.9	Environmental Monitoring by the Parties	14
13.7	PARTICIPATION BY HYDRO	15
13.7.1	Attendance by Hydro Representative at Board Meetings.	15
13.7.2	Provision of Information to the Board by Hydro	15
13.7.3	Notice of Environmental Monitoring Program.	15
13.7.4	Environmental Monitoring by Hydro	15
13.8	CONSULTATION	15
13.8.1	Consultation with Interested Parties.	15
13.8.2	Giving Notice.	16
13.8.3	Consultation with Moose Lake Community Council	16
13.9	ADOPTION OF PLANS AND RECOMMENDATIONS.	17
13.9.1	Submission of Plans and Recommendations to Mosakahiken and Manitoba	17
13.9.2	Adoption of Plans and Recommendations.	17
13.9.3	Non-Adoption of Plans and Recommendations.	17
13.9.4	Resubmission of Plan or Recommendation to Mosakahiken and Manitoba	17
13.9.5	Final Decision.	18
13.9.6	No Further Submission.	18
13.9.7	Extensions.	18
13.9.8	Plans and Recommendations of No Force or Effect.	18
13.9.9	Review of Plans and Recommendations.	18
13.10	RESOURCE ALLOCATIONS	18
13.10.1	Requests Made to Manitoba	18
13.10.2	Requests Made to Mosakahiken	19
13.10.3	Consideration of Requests by Board.	19
13.10.4	Recommendation by Board.	19
13.10.5	Non-Adoption of Recommendations.	19
13.10.6	Resubmission of Recommendation to Mosakahiken and Manitoba	19
13.10.7	Final Decision.	20
13.10.8	No Recommendation by Board.	20
13.10.9	Transitional Measures.	20
13.11	GENERAL.	21
13.11.1	No Derogation.	21

13.11.2 Access to Lands.....	21
13.11.3 Existing Rights.....	21
13.11.4 Statutory Requirements.....	21
13.11.5 Discontinuance.....	21
13.11.6 No Revenue Sharing.....	21

Schedule 13.1 Map of Moose Lake Resource Management Area

PART IX: RESOURCES

ARTICLE 13

13.0 RESOURCE MANAGEMENT

13.1 INTRODUCTION

13.1.1 Introduction. Article 13 provides for:

- (a) the establishment of the **Moose Lake Resource Management Area**; and
- (b) the operation of the **Moose Lake Resource Management Board** composed of representatives of **Mosakahiken** and **Manitoba**;

to promote cooperative land use planning, resource management and environmental monitoring in the **Moose Lake Resource Management Area**.

13.1.2 Consultation. The composition and functions of the **Moose Lake Resource Management Board** have been determined based on consultation among **Manitoba**, **Mosakahiken** and the **Moose Lake Community Council**.

13.2 MOOSE LAKE RESOURCE MANAGEMENT AREA

13.2.1 Establishment of Moose Lake Resource Management Area. Subject to subsections 13.2.2 and 13.2.3, the lands and waters depicted in Schedule 13.1 are hereby established as the **Moose Lake Resource Management Area**.

13.2.2 Talbot Lake Fishery Included. The **Moose Lake Resource Management Area** includes the commercial fishery on Talbot Lake.

13.2.3 Amendment of Area. The **Moose Lake Resource Management Area** may be amended by agreement in writing between **Mosakahiken** and **Manitoba** following consultation with the **Moose Lake Community Council**.

13.2.4 Cedar Lake Commercial Fishery. The functions and purposes of the **Moose Lake Resource Management Board** do not extend to the management of the Cedar Lake commercial

fishery, which will fall within the authority of the Cedar Lake Resource Management Board to be established under a proposed agreement between **Manitoba** and Chemawawin Cree Nation.

13.2.5 Consultations on Cedar Lake Commercial Fishery. Notwithstanding subsection 13.2.4, the **Moose Lake Resource Management Board** or **Mosakahiken** may:

- (a) in accordance with subsection 13.5.2, request information from **Manitoba** related to the Cedar Lake commercial fishery; and
- (b) make representations to **Manitoba** or the Cedar Lake Resource Management Board;

in respect of matters that are directly or indirectly related to the management of the Cedar Lake commercial fishery that may affect **Members** who are or have been licensed to engage in commercial fishing on Cedar Lake.

13.3 MOOSE LAKE RESOURCE MANAGEMENT BOARD

13.3.1 Establishment. Within ninety (90) days following the **Date of this Agreement**, **Mosakahiken** and **Manitoba** will each appoint four (4) persons to constitute the **Moose Lake Resource Management Board** and advise the other in writing of the appointments.

13.3.2 Appointment of Community Member by Manitoba. **Manitoba** contemplates entering into an agreement with **Moose Lake Community** that provides for one (1) of the persons appointed by **Manitoba** in accordance with subsection 13.3.1 to be a designate of the **Moose Lake Community Council**, subject to the approval of **Manitoba** which approval will not be unreasonably withheld.

13.3.3 Identification of Community Member. **Manitoba** contemplates entering into an agreement with **Moose Lake Community** that provides that the **Moose Lake Community Council** will appoint the designate referred to in subsection 13.3.2 by resolution of the **Moose Lake Community Council**.

13.3.4 Board Meetings. The **Moose Lake Resource Management Board** will meet not later than thirty (30) days following the appointment of its last member. The **Moose Lake Resource**

Management Board will meet at least four (4) times a year at Moose Lake or other location agreed upon by Board members.

13.3.5 Change in Number of Members. The number of Board members may be changed by agreement between **Mosakahiken** and **Manitoba** provided that there is always an equal number of members appointed by each. **Manitoba** contemplates entering into an agreement with **Moose Lake Community** that provides that, if the number of Board members is significantly increased, **Manitoba** will consider increasing the representation from **Moose Lake Community**.

13.3.6 Alternate Members. Subject to subsection 13.3.7, if any Board member is unable to attend a meeting, the **Party** that appointed that member may, by providing notice in writing to the other **Party**, appoint a temporary replacement of that member.

13.3.7 Alternate Community Member. **Manitoba** contemplates entering into an agreement with **Moose Lake Community** that provides that, where the designate of the **Moose Lake Community Council** is unable to attend a meeting, the **Moose Lake Community Council** may, by providing notice in writing to **Manitoba** and **Mosakahiken**, identify a temporary replacement of that member, subject to the approval of **Manitoba** which approval will not be unreasonably withheld.

13.3.8 Replacing Members. **Mosakahiken** and **Manitoba** may, at any time, by providing notice in writing to the other, revoke the appointment of any member of the **Moose Lake Resource Management Board** appointed by that **Party**, including an alternate member under subsection 13.3.6 or 13.3.7, and appoint a replacement of that member, but replacement of the designate of the **Moose Lake Community Council** must be consistent with subsections 13.3.2 and 13.3.3.

13.3.9 Rules and Procedures. The **Moose Lake Resource Management Board** may establish its own rules and procedures for the conduct of the business of the Board, consistent with this **Agreement**.

13.3.10 Selection of Chairperson. A Chairperson will be selected from among the members of the **Moose Lake Resource Management Board**. The Chairperson will have a vote as a member of the Board, but will not have an additional deciding vote as Chairperson.

13.3.11 Quorum. A quorum will be at least three (3) of the members appointed by each of **Mosakahiken** and **Manitoba**.

13.3.12 Decisions. Decisions of the **Moose Lake Resource Management Board** will be made by consensus unless a member requests that a vote be taken. Equal numbers of members appointed by each of **Mosakahiken** and **Manitoba** will participate in any vote. Every motion put to a vote will be defeated unless supported by a majority of the members appointed by **Mosakahiken** and a majority of the members appointed by **Manitoba** participating in that vote.

13.4 PROGRAMS AND BUDGETS

13.4.1 Annual Program and Budget. On or before September 1 in any year, the **Moose Lake Resource Management Board** will submit to **Mosakahiken** and **Manitoba** for approval an annual program and budget for the next fiscal year, approved by the Board. Within ninety (90) days of receiving the annual program and budget, **Mosakahiken** and **Manitoba** each will advise the Board whether it accepts or rejects all or part of the annual program and budget.

13.4.2 Budget Components. The annual program and budget may:

- (a) include anticipated requirements for:
 - (i) staff, facilities, equipment and administration,
 - (ii) public meetings, consultations and hearings,
 - (iii) research, publications and public education,
 - (iv) technical assistance,
 - (v) environmental monitoring, and

(vi) other programs or activities determined by the **Moose Lake Resource Management Board**; and

(b) identify how the budget will be funded.

13.4.3 Provision of Budget to Hydro. **Mosakahiken** and **Manitoba** will ensure that a copy of the approved annual program and budget is provided to **Hydro** for its information.

13.4.4 Sharing of Costs. Notwithstanding subsection 13.4.2:

(a) **Mosakahiken** will pay the costs of its representatives on the **Moose Lake Resource Management Board** not covered by normal programs; and

(b) **Manitoba** will pay the costs of its representatives on the **Moose Lake Resource Management Board**, including the costs of any designate of the **Moose Lake Community Council**.

13.4.5 Costs of Participation by Mosakahiken's Representatives. The \$400,000.00 payment made under paragraph 2.2.3(b) is being made to support the future costs of participation by the representatives of **Mosakahiken** on the **Moose Lake Resource Management Board**. **Manitoba** and **Hydro** will have no further responsibility in relation to the costs of **Mosakahiken's** participation on the Board.

13.4.6 Fiscal Year. The fiscal year of the **Moose Lake Resource Management Board** will commence on April 1 in each year unless changed by agreement in writing between **Mosakahiken** and **Manitoba**.

13.4.7 Reports. The Moose Lake Resource Management Board:

(a) will within ninety (90) days after the end of the fiscal year provide **Mosakahiken**, **Manitoba**, **Moose Lake Community** and **Hydro** with a written report which includes:

(i) a description of the activities carried out during the year,

- (ii) a summary of decisions and recommendations,
 - (iii) an evaluation of the success or failure of the activities undertaken, and the reasons therefor, and
 - (iv) an identification of any deficiencies in activities related to land use planning, resource management and environmental monitoring; and
- (b) may produce, from time to time, other reports or materials.

13.5 ASSISTANCE AND INFORMATION

13.5.1 Technical Support. Technical support for land use planning, resource management and environmental monitoring normally available from **Manitoba** will be made available to, and coordinated with programs of, the **Moose Lake Resource Management Board**, without charge. However, in those instances where a fee or charge has been established, it will be levied, unless otherwise waived by **Manitoba**.

13.5.2 Requesting Information. **Mosakahiken** and **Manitoba** will each, upon the written request of the **Moose Lake Resource Management Board**, **Mosakahiken**, **Moose Lake Community** or **Manitoba**, and subject to payment, unless waived, of any set fee or charge, provide the **Moose Lake Resource Management Board** with information within its control about matters being dealt with by, or of interest to, the **Moose Lake Resource Management Board** except where such information is privileged or confidential. **Manitoba** contemplates entering into an agreement with **Moose Lake Community** which provides that **Moose Lake Community** will, upon the written request of the **Moose Lake Resource Management Board**, **Mosakahiken** or **Manitoba**, and subject to payment, unless waived, of any set fee or charge, provide the **Moose Lake Resource Management Board** with information within its control about matters being dealt with by, or of interest to, the **Moose Lake Resource Management Board** except where such information is privileged or confidential.

13.5.3 Requesting Assistance. Mosakahiken and Manitoba will each, upon the written request of the Moose Lake Resource Management Board, Mosakahiken or Manitoba provide to the Moose Lake Resource Management Board:

- (a) information concerning the application of existing laws, policies, procedures and plans affecting management or use of **Resources** in the **Moose Lake Resource Management Area**;
- (b) any completed reports, data, findings or recommendations prepared or submitted by any board or group advising **Mosakahiken** or **Manitoba** on matters which might relate to or affect, the management of **Resources** in the **Moose Lake Resource Management Area**; and
- (c) assistance in drafting any recommendation or plan. This will not imply that **Manitoba** or **Mosakahiken** will adopt the recommendation or plan.

13.5.4 Disclosure subject to Legislation. Provision of information under Article 13 will be subject to the restrictions on use and disclosure of information set out in *The Freedom of Information and Protection of Privacy Act* (Manitoba).

13.6 FUNCTIONS AND PURPOSES OF THE MOOSE LAKE RESOURCE MANAGEMENT BOARD

13.6.1 Board Activities. In order to promote land use planning, resource management and environmental monitoring, the **Moose Lake Resource Management Board**:

- (a) will develop and recommend **Resource Management Plans** in accordance with subsection 13.6.2;
- (b) will develop and recommend **Land Use Plans** in accordance with subsection 13.6.5;
- (c) may examine, study and review **Resources**, their use, and matters affecting the same, including the nature and extent of **Fish** and **Wildlife** populations, and their environment;

- (d) may conduct and coordinate monitoring activities, including, subject to subsection 13.6.9, environmental monitoring, of the effects of activities within the **Moose Lake Resource Management Area**, which may include the consideration of any information made available under subsections 13.5.2, 13.5.3 and 13.7.2;
- (e) may monitor and review the use and allocation of **Resources**;
- (f) may propose subjects for research;
- (g) may prepare information and communication strategies;
- (h) may hold meetings and workshops or otherwise consult publicly or privately with any person; and
- (i) will carry out other duties jointly assigned to it by **Mosakahiken** and **Manitoba**.

13.6.2 **Resource Management Plans**. The **Moose Lake Resource Management Board** will develop and recommend **Resource Management Plans** for the **Moose Lake Resource Management Area**, or any part thereof, which, without limitation, may include provision for:

- (a) measures to enhance and preserve areas of significant **Fish** and **Wildlife** populations;
- (b) methods of harvesting **Resources**;
- (c) health and safety considerations;
- (d) procedures for the assignment or re-assignment of new, vacant or under-utilized traplines, fishery quotas and wild rice licences;
- (e) enforcement considerations;
- (f) protecting, conserving and enhancing **Resources** and their environment, including areas of ecological, cultural or historical significance;
- (g) prescribing and monitoring levels of use of **Resources**;

- (h) proposing the modification of existing priorities and allocations for domestic, commercial and recreational uses of **Resources** by lease, permit, quota or otherwise;
- (i) resolving conflicts related to the use of **Resources**;
- (j) sustainable development of **Resources**; and
- (k) proposing a role for the **Moose Lake Resource Management Board** in the implementation of the **Resource Management Plan**.

13.6.3 **Resource Use.** **Mosakahiken** and **Manitoba** recognize that, subject to the aboriginal and treaty rights of aboriginal peoples recognized and affirmed by section 35 of the *Constitution Act, 1982*, and subject to **Resource Management Plans** in force, other individuals may, as provided by law, hunt, trap or fish in the **Moose Lake Resource Management Area**. **Mosakahiken** and **Manitoba** recognize that provisions for conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area** are essential. Actions under Article 13 by the **Moose Lake Resource Management Board**, **Mosakahiken** and **Manitoba** will be consistent with the rights of **Mosakahiken** and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area**. **Manitoba** contemplates entering into an agreement with **Moose Lake Community** under which **Moose Lake Community** will recognize that, subject to the aboriginal and treaty rights of aboriginal people recognized and affirmed by section 35 of the *Constitution Act, 1982*, and subject to **Resource Management Plans** in force, other individuals may, as provided by law, hunt, trap or fish in the **Moose Lake Resource Management Area**. Under the contemplated agreement between **Manitoba** and **Moose Lake Community**, **Moose Lake Community** would also recognize that provisions for conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area** are essential and that actions under Article 13 by **Moose Lake Community** will be consistent with the rights of **Mosakahiken** and other aboriginal people, the rights of other individuals, and the need for the conservation, management and protection of **Resources** in the **Moose Lake Resource Management Area**.

13.6.4 Application of Resource Management Plans. Notwithstanding subsection 13.6.2 and subject to applicable legislation, a **Resource Management Plan** will apply within a **Municipality** only insofar as it does not conflict with a **Development Plan** for the **Municipality** or any part thereof.

13.6.5 Land Use Plans. The **Moose Lake Resource Management Board** will develop and recommend **Land Use Plans** for the **Moose Lake Resource Management Area**, or any part thereof, which, without limitation, may include provision for:

- (a) zoning lands;
- (b) prescribing areas of land or bodies of waters for purposes of regulating use and activities thereon;
- (c) prescribing and regulating land uses;
- (d) establishing administrative arrangements for the construction or occupation of cabins or shelters;
- (e) recognizing and preserving areas of ecological, cultural or historical significance;
- (f) resolving conflicting uses of land; and
- (g) proposing a role for the **Moose Lake Resource Management Board** in the implementation of a **Land Use Plan**.

13.6.6 Application of Land Use Plans. Notwithstanding subsection 13.6.5 and subject to applicable legislation, **Land Use Plans** will not apply within a **Municipality** in which a **Development Plan** is effective.

13.6.7 Operation and Maintenance of Water Control Structures. The **Moose Lake Resource Management Board** may submit recommendations under subsection 13.9.1 regarding the operation, maintenance or construction of any existing or proposed water control structures within the **Moose Lake Resource Management Area** relating to land use or resource management conditions within the **Moose Lake Resource Management Area**.

13.6.8 Environmental Monitoring by the Board. The **Moose Lake Resource Management Board** may conduct and coordinate environmental monitoring within the **Moose Lake Resource Management Area**, or any part thereof, which, without limitation, may include the following activities:

- (a) receiving and analyzing environmental data or information:
 - (i) supplied by **Mosakahiken, Moose Lake Community, Hydro or Manitoba**, or
 - (ii) supplied by or obtained from any other source;
- (b) monitoring, investigating, identifying and assessing any environmental data or information;
- (c) collecting information on environmental conditions relevant to the **Moose Lake Resource Management Area**;
- (d) compiling and maintaining a baseline of environmental conditions within the **Moose Lake Resource Management Area**;
- (e) recommending to **Mosakahiken, Manitoba** and other interested parties the nature and scope of environmental investigation and monitoring activities which could be undertaken in response to any environmental concern which may arise;
- (f) conducting consultations with interested parties including **Moose Lake Community** in connection with environmental findings and activities in the **Moose Lake Resource Management Area**; and
- (g) performing such other duties as **Mosakahiken** and **Manitoba** may jointly direct.

13.6.9 Environmental Monitoring by the Parties. No **Party** is required to take any action in relation to environmental monitoring except as:

- (a) expressly provided in this **Agreement**; or

- (b) otherwise provided by law.

13.7 PARTICIPATION BY HYDRO

13.7.1 Attendance by Hydro Representative at Board Meetings. At the request of either **Mosakahiken** or **Manitoba**, **Hydro** will send a representative to attend and participate at meetings of the **Moose Lake Resource Management Board**.

13.7.2 Provision of Information to the Board by Hydro. Subject to rights of privilege and confidentiality provided by law, at the request of **Manitoba** or **Mosakahiken**, **Hydro** will:

- (a) advise the **Moose Lake Resource Management Board** on the collection and evaluation of water regime and bio-physical data obtained by **Hydro**;
- (b) review in a timely fashion environmental monitoring results available to, or made available to, **Hydro**; and
- (c) comment on the operation of works constructed, maintained and operated by **Hydro**.

13.7.3 Notice of Environmental Monitoring Program. **Hydro** will advise **Mosakahiken** and **Manitoba** of any new environmental monitoring program it proposes to undertake in the **Moose Lake Resource Management Area** and, if possible, will do so prior to commencing any such program.

13.7.4 Environmental Monitoring by Hydro. **Hydro** is not required under this **Agreement** to undertake any environmental monitoring activities, but nothing in section 13.7 is intended to relieve **Hydro** of any obligations it may have at law in relation to carrying out any environmental monitoring activities. The provisions of this **Agreement** will fulfill and satisfy the obligations of **Hydro** under Article 4.06 of the **1990 Agreement**.

13.8 CONSULTATION

13.8.1 Consultation with Interested Parties. Before recommending that a **Land Use Plan** or **Resource Management Plan** be adopted, the **Moose Lake Resource Management Board** will

hold one (1) or more public meetings at such place and in such manner as it determines appropriate in order to provide information to and obtain the view of interested parties.

13.8.2 Giving Notice. The **Moose Lake Resource Management Board** will give at least thirty (30) days written notice of the meeting under subsection 13.8.1, with a copy of any proposed **Land Use Plan** or **Resource Management Plan** to:

- (a) **Hydro;**
- (b) any First Nation which could be affected by the plan;
- (c) any **Municipality** within the **Moose Lake Resource Management Area**;
- (d) any third party with a significant interest in **Resources** in the **Moose Lake Resource Management Area** that the **Moose Lake Resource Management Board** considers appropriate to be notified; and
- (e) any board or group that **Manitoba, Mosakahiken** or **Moose Lake Community** advises the **Moose Lake Resource Management Board** be notified.

13.8.3 Consultation with Moose Lake Community Council. Where a matter considered by the **Moose Lake Resource Management Board** relates to the disposition of any Crown (Manitoba) land located in or within eight kilometers from the boundaries of **Moose Lake Community**, the **Moose Lake Resource Management Board** will consult with **Moose Lake Community**, for the purposes of section 9 of *The Northern Affairs Act* (Manitoba).

13.9 ADOPTION OF PLANS AND RECOMMENDATIONS

13.9.1 Submission of Plans and Recommendations to **Mosakahiken** and **Manitoba**. The **Moose Lake Resource Management Board** will submit proposed **Land Use Plans, Resource Management Plans**, environmental monitoring plans or any recommendations to **Mosakahiken** and **Manitoba** accompanied by written reasons for supporting the plan or recommendation and written confirmation of consultation and notice in accordance with section 13.8, and **Mosakahiken** and **Manitoba** will each consider this submitted plan or recommendation within ninety (90) days of submission.

13.9.2 Adoption of Plans and Recommendations. Where **Mosakahiken** and **Manitoba** both advise the **Moose Lake Resource Management Board** that a plan or recommendation submitted under subsection 13.9.1 is acceptable for adoption, each will promptly take all appropriate steps within its jurisdiction to give such plan or recommendation full effect and will promptly provide the **Moose Lake Resource Management Board** with documentation evidencing that such effect has been given.

13.9.3 Non-Adoption of Plans and Recommendations. If either **Mosakahiken** or **Manitoba** does not adopt a plan or recommendation of the **Moose Lake Resource Management Board** submitted to it under subsection 13.9.1, the **Party** not adopting the plan or recommendation will, within the ninety (90) day period referred to in subsection 13.9.1:

- (a) refer the matter to the Board for further consideration; and
- (b) provide written reasons for its decision not to adopt the plan or recommendation to the Board with a copy to the other **Party**.

13.9.4 Resubmission of Plan or Recommendation to **Mosakahiken** and **Manitoba**. Where either **Mosakahiken** or **Manitoba** has referred a matter to the **Moose Lake Resource Management Board** for further consideration under paragraph 13.9.3(a), the **Moose Lake Resource Management Board** may, within thirty (30) days following its next meeting, submit to **Mosakahiken** and **Manitoba**:

- (a) a revised plan or recommendation; or

- (b) a request that the plan or recommendation first submitted under subsection 13.9.1 be reconsidered, including such additional information as the **Moose Lake Resource Management Board** may consider relevant.

13.9.5 Final Decision. **Mosakahiken** and **Manitoba** will each, within ninety (90) days of a submission of a plan, recommendation or request under subsection 13.9.4, advise the **Moose Lake Resource Management Board** and the other **Party** in writing of its decision on whether it adopts the plan or recommendation.

13.9.6 No Further Submission. Where a plan or recommendation submitted under subsection 13.9.4 is not adopted by both **Mosakahiken** and **Manitoba**, the **Moose Lake Resource Management Board** may not make a further submission under subsection 13.9.4 of the same plan or the same recommendation without first having obtained the approval of both **Mosakahiken** and **Manitoba**.

13.9.7 Extensions. Time limits set forth in section 13.9 may be extended by agreement in writing between **Mosakahiken** and **Manitoba**.

13.9.8 Plans and Recommendations of No Force or Effect. Unless adopted by both **Mosakahiken** and **Manitoba**, no **Resource Management Plan** or **Land Use Plan** or recommendation of the **Moose Lake Resource Management Board** will have any force or effect.

13.9.9 Review of Plans and Recommendations. The **Moose Lake Resource Management Board** will conduct a regular review of all adopted plans and recommendations and, where the **Moose Lake Resource Management Board** considers necessary, propose amendments to **Mosakahiken** and **Manitoba** along with supporting reasons. The procedures set out in subsections 13.9.1 to 13.9.8, inclusive, will apply to any proposed amendments.

13.10 RESOURCE ALLOCATIONS

13.10.1 Requests Made to Manitoba. Requests or applications made to **Manitoba** for allocations, permits and other dispositions of **Resources** in the **Moose Lake Resource Management Area**, or other matters, which, in the opinion of **Manitoba**, are directly related to

the management of **Resources** in the **Moose Lake Resource Management Area**, will be provided by **Manitoba** to **Mosakahiken**, the **Moose Lake Resource Management Board** and, where agreed upon between **Manitoba** and **Moose Lake Community**, to **Moose Lake Community**.

13.10.2 Requests Made to Mosakahiken. Requests or applications made to **Mosakahiken** for allocations, permits and other dispositions of **Resources** in the **Moose Lake Resource Management Area**, or other matters, which, in the opinion of **Mosakahiken**, are directly related to the management of **Resources** in the **Moose Lake Resource Management Area**, will be provided by **Mosakahiken** to **Manitoba** and the **Moose Lake Resource Management Board**.

13.10.3 Consideration of Requests by Board. The **Moose Lake Resource Management Board** will consider requests or applications forwarded to it under subsections 13.10.1 and 13.10.2 within forty-five (45) days of receiving a request or application.

13.10.4 Recommendation by Board. Where the **Moose Lake Resource Management Board** considers a request or application under subsection 13.10.3, the **Moose Lake Resource Management Board** may submit recommendations to the **Party** which provided the request or application to the **Board** under subsection 13.10.1 or 13.10.2.

13.10.5 Non-Adoption of Recommendations. If either **Mosakahiken** or **Manitoba** does not adopt a recommendation of the **Moose Lake Resource Management Board** made under subsection 13.10.4, the **Party** not adopting the recommendation will, within ninety (90) days:

- (a) provide written reasons for its decision not to adopt the recommendation to the **Moose Lake Resource Management Board** with a copy to the other **Party**; and
- (b) refer the matter to the **Moose Lake Resource Management Board** for further consideration.

13.10.6 Resubmission of Recommendation to Mosakahiken and Manitoba. Where either **Mosakahiken** or **Manitoba** has referred a matter to the **Moose Lake Resource Management Board** for further consideration under paragraph 13.10.5(b), the **Moose Lake Resource**

Management Board may, within thirty (30) days following its next meeting, submit to **Mosakahiken** and **Manitoba**:

- (a) a revised recommendation; or
- (b) a request that the recommendation first submitted under subsection 13.10.1 or 13.10.2 be reconsidered, including such additional information as the **Moose Lake Resource Management Board** may consider relevant.

13.10.7 Final Decision. **Mosakahiken** and **Manitoba** will each, within ninety (90) days of a submission of a recommendation or request under subsection 13.10.6, advise the **Moose Lake Resource Management Board** and the other **Party** in writing of its decision on whether it adopts the recommendation.

13.10.8 No Recommendation by Board. In the absence of a recommendation being submitted by the **Moose Lake Resource Management Board** within the time period provided under subsection 13.10.3, **Mosakahiken** or **Manitoba** will provide notice in writing to the other of its intended action and allow the other **Party** thirty (30) days to respond, following which **Mosakahiken** or **Manitoba** may, in the sole discretion of each, act within its jurisdiction upon such requests or applications and will advise the **Moose Lake Resource Management Board** of its actions.

13.10.9 Transitional Measures. From the **Date of this Agreement** to the date the **Moose Lake Resource Management Board** first meets, **Mosakahiken** and **Manitoba** will defer any requests or applications for allocations or dispositions of **Resources** within the **Moose Lake Resource Management Area** which are received after the **Date of this Agreement**. Where **Manitoba** has, prior to the **Date of this Agreement**, provided copies of requests or applications to **Mosakahiken** or, where applicable, to the **Moose Lake Community Council**, and deferred such requests or applications pending the execution of this **Agreement**, **Manitoba** will provide any such requests or applications and any new requests or applications to the **Moose Lake Resource Management Board** at its first meeting, and the **Moose Lake Resource Management Board** will submit its recommendations on those requests or applications within forty-five (45) days of

its first meeting, and the procedures set out in subsections 13.10.1 to 13.10.8 inclusive will apply with necessary modifications.

13.11 GENERAL

13.11.1 No Derogation. Nothing in Article 13 will derogate from any authority of **Mosakahiken** or **Manitoba**, each within its respective jurisdiction, over the **Resources** in the **Moose Lake Resource Management Area**.

13.11.2 Access to Lands. Article 13 does not restrict the right of any person to enter on Crown (Manitoba) lands for any lawful purpose.

13.11.3 Existing Rights. Nothing in Article 13 will affect any rights or privileges granted under any licences, permits, leases or approvals issued by or on behalf of **Mosakahiken** or **Manitoba** prior to the **Date of this Agreement**.

13.11.4 Statutory Requirements. Nothing in Article 13 alters any statute or any statutory authority or requirement, or confers any statutory approval.

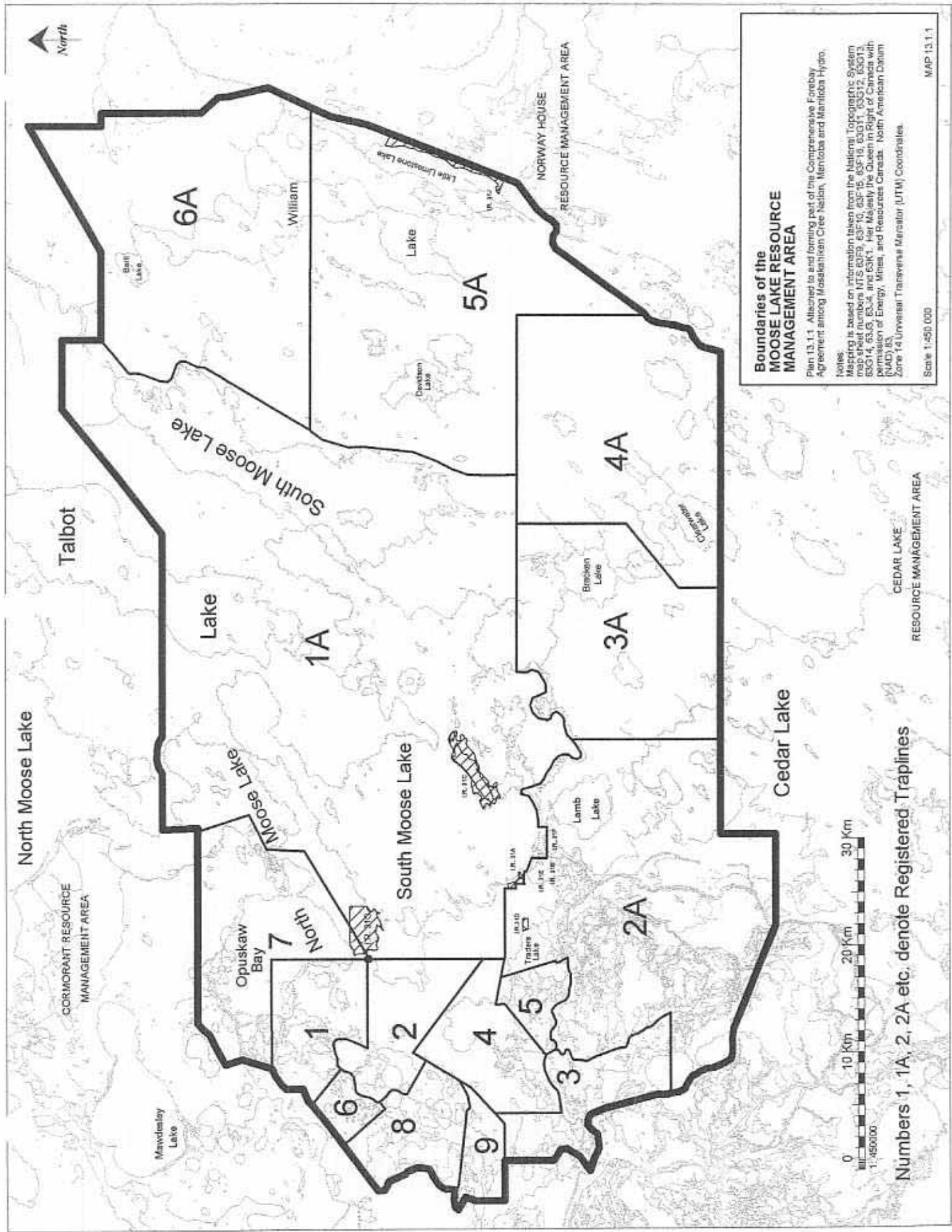
13.11.5 Discontinuance. **Mosakahiken** and **Manitoba** may, by agreement in writing:

- (a) discontinue the **Moose Lake Resource Management Board** and its activities; or
- (b) assign the functions of the **Moose Lake Resource Management Board** under Article 13 to other entities.

If **Manitoba** and **Moose Lake Community** have agreed, **Manitoba** will consult with **Moose Lake Community** prior to **Manitoba** agreeing under subsection 13.11.5 either to discontinue the **Moose Lake Resource Management Board** and its activities or to assign the functions of the **Moose Lake Resource Management Board** to other entities.

13.11.6 No Revenue Sharing. The functions and purposes of the **Moose Lake Resource Management Board** do not extend to consideration of royalties, income or other revenue derived from or attributable to **Resources**, and nothing in this **Agreement** entitles **Mosakahiken**

or **Manitoba** to share in the royalties, income or other revenue derived from **Resources** within the other's jurisdiction, ownership or administration and control.



Boundaries of the MOOSE LAKE RESOURCE MANAGEMENT AREA

Plan 13.1.1. Allocated to and forming part of the Comprehensive Forebay Agreement among Moskelelaken Cree Nation, Manitoba and Manitoba Hydro.

Notes:
 Mapping is based on information taken from the National Topographic System map sheet numbers NTS 83F9, 83F10, 83F15, 83F16, 83G11, 83G12, 83G13, 83G14, 83J, 83J-4, and 83K1. Her Majesty the Queen in Right of Canada with permission of Energy, Mines, and Resources Canada. North American Datum (NAD) 83.
 Zone 14 Universal Transverse Mercator (UTM) Coordinates.

Scale 1:450,000
 MAP 13.1.1

Numbers 1, 1A, 2, 2A etc. denote Registered Traplines

CORMORANT RESOURCE MANAGEMENT AREA

Talbot

CEDAR LAKE RESOURCE MANAGEMENT AREA

NORWAY HOUSE RESOURCE MANAGEMENT AREA

ARTICLE 7 - JOINT RANGE RESERVATION

7.1 INTRODUCTION

7.1.1 Introduction. Article 7 provides for a **Joint Range Reservation** for the use and benefit of **Members** and **Community Residents**.

7.1.2 Consultation. The **Joint Range Reservation** has been determined based on consultation among **Manitoba**, **Mosakahiken** and the **Moose Lake Community**.

7.2 BOUNDARIES AND EXCLUDED INTERESTS

7.2.1 Establishment of Joint Range Reservation. The lands depicted in Schedule 7.1 have been established as a **Joint Range Reservation**, pursuant to Article 14 of the **Mosakahiken Comprehensive Forebay Agreement**.

7.2.2 Other Rights or Interests not Affected. Nothing in Article 7 affects the following rights or interests:

- (a) the right of **Hydro** to use land within the boundaries of the **Joint Range Reservation** for **Project** purposes in accordance with its **Water Power Licence**; and
- (b) the right of any third party to prospect, explore for, develop, mine or produce minerals in accordance with *The Mines and Minerals Act* (Manitoba).

7.3 LAND USE

7.3.1 Uses. Subject to subsections 7.3.5 and 7.3.6, **Members** and **Community Residents** may use land within the **Joint Range Reservation** for the following purposes:

- (a) agriculture;

- (b) gardening;
- (c) recreation;
- (d) traditional pursuits; and
- (e) other uses approved by **Manitoba** on the advice of **Mosakahiken**, the **Moose Lake Community** and the **Moose Lake Resource Management Board**.

7.3.2 No Liability for Flooding Damage. Notwithstanding the approved uses of the **Joint Range Reservation** listed within subsection 7.3.1, but subject to subsection 7.3.3, the **Joint Range Reservation** may be subject to fluctuations in water levels of water bodies in, or adjacent to, the **Joint Range Reservation** and therefore **Manitoba**, **Hydro** and the **Moose Lake Resource Management Board** will not be liable to the **Moose Lake Community** or to any user of the land for any loss or damage to persons or property caused by:

- (a) the raising or lowering of the level of any body of water on or adjacent to the **Joint Range Reservation**;
- (b) the flooding of the **Joint Range Reservation** or a portion thereof, from any cause whatsoever; or
- (c) the flow of any water, not amounting to flooding, upon or adjacent to the **Joint Range Reservation**.

7.3.3 Exception for Unauthorized Activity. Subsection 7.3.2 does not apply to any loss or damage to persons or property resulting from the unauthorized operations of the **Project** by **Hydro**.

7.3.4 Further Disposition. **Manitoba** will not dispose of any interest within the **Joint Range Reservation** to persons other than **Members** or **Community Residents** without the written approval of both **Mosakahiken** and the **Moose Lake Community**.

7.3.5 Application of Resource Management Plans and Land Use Plans. Use of the **Joint Range Reservation** by **Members** and **Community Residents** will be subject to **Resource**

Management Plans and **Land Use Plans** developed and adopted in accordance with Article 13 of the **Mosakahiken Comprehensive Forebay Agreement**.

7.3.6 Application for Use. **Members** and **Community Residents** may apply in writing to **Chief and Council** and to the **Moose Lake Community Council** for the right to use land or **Resources** within the **Joint Range Reservation**.

7.3.7 Content of Application. Applications made under subsection 7.3.6 will identify the applicant's intended use and preferred location.

7.3.8 Approval by Councils. **Chief and Council** and the **Community Council** will consider applications made under subsection 7.3.6 and, by resolution of both **Chief and Council** and the **Community Council**, will refer any approved applications, including any comments or recommendations, to the **Moose Lake Resource Management Board**.

7.3.9 Consideration by Board. The **Moose Lake Resource Management Board** will consider applications forwarded to it under subsection 7.3.8 by both the **Moose Lake Community Council** and the **Chief and Council** within forty-five (45) days of receiving the last application and, in considering such applications will have regard to:

- (a) whether the application falls within the approved uses under subsection 7.3.1;
- (b) whether the proposed use conflicts with the rights or interests set out in subsection 7.2.2 or with previously approved applications; and
- (c) any other factor the Moose Lake Resource Management Board considers relevant.

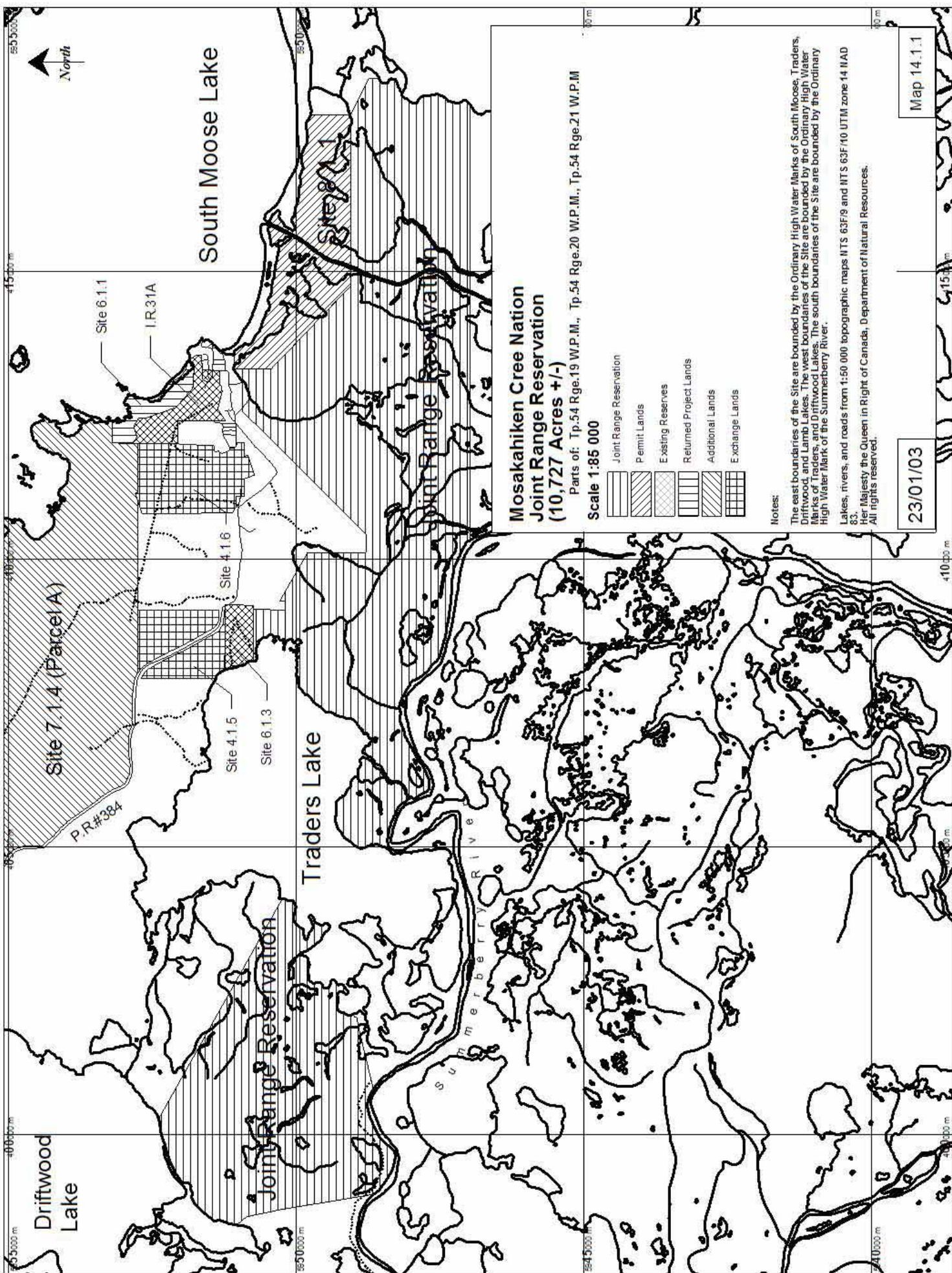
7.3.10 Recommendation by Board. Where the **Moose Lake Resource Management Board** considers an application under subsection 7.3.9, the **Moose Lake Resource Management Board** may submit recommendations to the **Community Council**, **Chief and Council** and **Manitoba**.

7.3.11 Reconsideration. Where an application is not approved by **Chief and Council**, the **Community Council** or the **Moose Lake Resource Management Board**, the applicant may apply to the **Moose Lake Resource Management Board** for reconsideration of the application in which case the provisions of section 13.10 of the **Mosakahiken Comprehensive Forebay Agreement** will apply with necessary modifications.

7.3.12 Permits Issued by Manitoba. Any permits or allocations of land or **Resources** under Article 7 will be issued or made by **Manitoba**.

7.4 EFFECTIVE DATE

7.4.1 Effective Date. Article 7 will become effective on the effective date of the **Mosakahiken Comprehensive Forebay Agreement**.



South Moose Lake

Traders Lake

Driftwood Lake

**Mosakahiken Cree Nation
Joint Range Reservation
(10,727 Acres +/-)**

Parts of: Tp.54 Rge.19 W.P.M., Tp.54 Rge.20 W.P.M., Tp.54 Rge.21 W.P.M

Scale 1:85 000

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

Notes:

The east boundaries of the Site are bounded by the Ordinary High Water Marks of South Moose, Traders, Driftwood, and Lamb Lakes. The west boundaries of the Site are bounded by the Ordinary High Water Marks of Traders, and Driftwood Lakes. The south boundaries of the Site are bounded by the Ordinary High Water Mark of the Summerberry River.

Lakes, rivers, and roads from 1:50 000 topographic maps MTS 63F/9 and NTS 63F/10 UTM zone 14 NAD 83.

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

All rights reserved.

23/01/03

Map 14.1.1

ARTICLE 8 - PROJECT OPERATIONS AND COMPENSATION

8.1 INTRODUCTION

8.1.1 Introduction. Article 8 establishes the **Fully Compensated Zone** and sets out a payment schedule for compensation for damages payable by **Hydro** to the **Moose Lake Community** to the extent that **Wind Eliminated Water Levels** fall within the **Pre-determined Compensation Zones**.

8.2 RECORDS

8.2.1 Daily Average Water Level Records. From and after the **Date of this Agreement**, **Hydro** will maintain a record of the **Daily Average Water Levels**, sufficient to make the determinations in sections 8.5 and 8.6, and provide such records to any **Party** when requested or required for purposes of this **Agreement**. Although the **Parties** believe that the **Moose Lake Gauge** accurately records water levels on South Moose Lake, which will be prima facie but not conclusive data, no **Party** warrants the accuracy of such records.

8.2.2 Notice of Malfunction. If at any time it comes to the attention of any **Party** that the **Moose Lake Gauge** is not accurately recording the water level measurements required by this **Agreement**, that **Party** will forthwith notify the other **Parties**. Upon **Hydro** becoming aware that the **Moose Lake Gauge** is not accurately recording water levels, **Hydro** will take such steps as may be necessary, including notifying **Canada**, to ensure that the **Moose Lake Gauge** is operating accurately. If **Canada** is not prepared to correct, or permit **Hydro** to correct, the problem with the **Moose Lake Gauge**, **Hydro** will establish and operate a replacement gauge to record the required water level measurements.

8.3 PROJECTIONS

8.3.1 Daily Average Water Level Projections. **Hydro** will, early in each month, provide a two month **Daily Average Water Level** projection to the **Moose Lake Community**, which

will indicate the anticipated **Daily Average Water Levels** on South Moose Lake for that month and the next month.

8.3.2 Qualifications as to Accuracy of Projections. The projections in subsection 8.3.1 will be as accurate as is reasonable, based on the information available at the time they are made. **Hydro** may set forth any appropriate qualification as to accuracy of the **Daily Average Water Level** projections.

8.3.3 Notice of Change. **Hydro** will notify the **Moose Lake Community**, as soon as is reasonably practicable, of any change in excess of 0.3 metres (1.0 foot) to the **Daily Average Water Level** projections provided pursuant to subsection 8.3.1.

8.4 PROJECT OPERATIONS

8.4.1 No Restraint on Lawful Operation. Nothing in this **Agreement** will impose, or be read or construed to impose, any restraint on the lawful operation of the **Project** by **Hydro**.

8.4.2 No Releases for Unlawful Operation. Subject to subsection 8.4.3, nothing in this **Agreement** will be construed as a limitation, restriction or release of any liability on the part of **Hydro** for unlawful operation of the **Project** after the **Date of this Agreement**.

8.4.3 Operation of Moose Lake Narrows Control Structure. An unresolved issue between **Moose Lake Community** and **Hydro** is whether **Hydro's** operation of the **Moose Lake Narrows Control Structure**, in accordance with instructions issued by **Manitoba**, is in compliance with the operational conditions imposed in its **Water Power Licence**. **Hydro** believes it is in compliance with the operational conditions imposed in its **Water Power Licence**. **Moose Lake Community** believes that **Hydro** is not in compliance with the operational conditions imposed in its **Water Power Licence**. The **Parties** have set forth a series of alternate arrangements in Article 9 that address the navigation issues surrounding the existence and operation of the **Moose Lake Narrows Control Structure** and that contemplate potential amendments to the **Water Power Licence**. In order to accommodate

such arrangements, the **Moose Lake Community** will not raise any issue or take any action which questions or has the effect of putting in doubt the lawfulness of the existence and operation of the **Moose Lake Narrows Control Structure** for a period of not less than five (5) years following the **Date of this Agreement**.

8.5 FULLY COMPENSATED ZONE

8.5.1 **Fully Compensated Zone**. The parameters of the **Fully Compensated Zone** are shown graphically on Schedule 8.1 and delineate that zone in which **Wind Eliminated Water Levels** have generally fallen during the post **Project** period from 1967 to 1998 and within which it is anticipated that **Wind Eliminated Water Levels** will usually fall in the future.

8.6 PRE-DETERMINED COMPENSATION ZONES

8.6.1 **Pre-determined Compensation Zones**. The parameters of the **Pre-determined Compensation Zones** are shown graphically in Schedule 8.2 and delineate the zones in which **Wind Eliminated Water Levels** have infrequently fallen during the post **Project** period from 1967 to 1998 and within which it is anticipated that **Wind Eliminated Water Levels** will infrequently fall in the future.

8.6.2 **Calculation and Payment**. Not later than March 31 in each calendar year following the first anniversary of this **Agreement**, **Hydro** will calculate and pay compensation, if any, for the previous calendar year at the rates indicated in Schedule 8.2 in accordance with the following provisions:

- (a) for any day where the **Wind Eliminated Water Levels** fall in the **Pre-determined Compensation Zones**, as depicted in Schedule 8.2, compensation for that day will be calculated at the rate shown in the relevant zone on that graph; and
- (b) pre-determined compensation is expressed in dollars per foot per day and, as it relates to **Wind Eliminated Water Levels**, the compensation is to be

calculated on a pro rata basis to the nearest tenth of a foot, as demonstrated in Schedule 8.3.

8.6.3 Use of Compensation. The **Moose Lake Community** will use the compensation paid pursuant to section 8.6 for the purposes set out in subsection 2.2.2.

8.6.4 Annual Maximum. Pre-determined compensation will not exceed a total of \$32,000.00 in any calendar year.

8.6.5 Annual Minimum where Compensation Payable. Where pre-determined compensation of less than \$1,000.00 is calculated to be payable pursuant to section 8.6 in any calendar year, **Hydro** will, notwithstanding such calculation, pay to **Moose Lake Community** \$1,000.00 with respect to such calendar year.

8.6.6 Rejection of Pre-determined Compensation. If in any year the **Moose Lake Community** determines that the compensation, if any, paid pursuant to subsection 8.6.2 is insufficient to compensate for damages caused by **Wind Eliminated Water Levels** within the **Pre-determined Compensation Zones**, it may within one hundred and twenty (120) days of receipt of such compensation, return the amount so paid, explain in writing its reasons for rejecting the compensation and state the quantum of compensation which it believes is appropriate in the circumstances.

8.6.7 Claim by Moose Lake Community. **Hydro** will endeavour to advise the **Moose Lake Community** in writing of its position not later than ninety (90) days following its receipt of the **Moose Lake Community's** reasons for rejecting the compensation. If **Hydro** either fails to respond, or fails to respond to the satisfaction of the **Moose Lake Community**, within the ninety (90) day period, the **Moose Lake Community's** sole remedy is to proceed to make a claim against **Hydro** for the amount it believes is appropriate.

8.6.8 Deemed Acceptance of Compensation. If the **Moose Lake Community** fails to return the pre-determined compensation payment within the one hundred and twenty (120) day time period referred to in subsection 8.6.6, it will conclusively be deemed to have accepted such

pre-determined compensation in full and complete satisfaction of any and all claims it may otherwise have had against **Manitoba** and **Hydro** arising from **Wind Eliminated Water Levels** within the **Pre-determined Compensation Zone** in that year.

8.6.9 Indexing. Where any amount of pre-determined compensation is specified in dollars, the amount payable will be read as if it had been adjusted over time from the **Date of this Agreement** based upon the **Consumer Price Index**, provided that no such adjustment will result in the reduction of the compensation amounts, as specified in dollars to less than the amounts specified in this **Agreement**.

8.7 WIND ELIMINATED WATER LEVELS OUTSIDE ZONES

8.7.1 Parties to Discuss Cause. Should **Wind Eliminated Water Levels** fall outside the **Fully Compensated Zone** and the **Pre-determined Compensation Zones**, the **Parties** will discuss the reasons for such an occurrence.

8.7.2 Hydro Not Released. **Hydro** is not, by this **Agreement**, released with respect to any damages arising from **Wind Eliminated Water Levels** falling outside of both the **Fully Compensated Zone** and the **Pre-determined Compensation Zones**.

8.8 TERMINATION OR AMENDMENT OF PRE-DETERMINED COMPENSATION PROVISIONS

8.8.1 Termination of Section 8.6. At any time following the **Date of this Agreement**, either **Hydro** or the **Moose Lake Community** may give written notice to the other that it no longer considers that the pre-determined compensation calculated under section 8.6 equitably addresses the issue of compensation for loss or damage suffered as a consequence of the occurrence of **Wind Eliminated Water Levels** in the **Pre-determined Compensation Zones** in which case the provisions of section 8.6 will terminate at the expiry of the first full calendar year following the date of such notice.

8.8.2 **Hydro and the Moose Lake Community to Study Potential Effects.** If **Hydro's** reason for giving notice pursuant to subsection 8.8.1 is a consequence of a significant change in the regulation of the waterways by **Hydro**:

- (a) **Hydro** will, in such notice, identify the nature of the reasons for the change in the regulation of the waterways; and
- (b) **Hydro** and the **Moose Lake Community** will do the following during the period contemplated in subsection 8.8.1;
 - (i) identify and review any positive and negative effects on the **Moose Lake Community** which have resulted, or which it is anticipated would result, from the significant change in the regulation of waterways,
 - (ii) undertake, at **Hydro's** expense, such studies and investigations as are necessary to obtain a reasonable assessment and understanding of the effects or potential effects which have been identified, and
 - (iii) on the basis of the foregoing, assess and endeavour to agree upon amended pre-determined compensation provisions appropriate to the new water regime.

8.8.3 **Amendment of Compensation Provisions.** If **Hydro** and the **Moose Lake Community** agree, by an agreement in writing, executed by their respective duly authorized representatives, upon amended pre-determined compensation provisions, this **Agreement** will be amended accordingly.

8.8.4 **Termination of Compensation Provisions.** If **Hydro** and the **Moose Lake Community** are unable to agree upon amended pre-determined compensation provisions in accordance with subparagraph 8.8.2(b)(iii), this **Agreement** will, upon written notice from either **Party** to the other, be amended, effective at the end of such period, by terminating section 8.6.

8.9 END OF PROJECT

8.9.1 Maintenance of Water Regime. If, in the future, the **Project** is no longer utilized for the production of hydro-electric power, then **Hydro** covenants and agrees to continue to operate and maintain all such works, structures and improvements, within its legal authority and control, so that, to the extent that it is lawful and reasonably possible, **Wind Eliminated Water Levels** remain within the **Fully Compensated Zone** or otherwise within seasonal patterns agreed to by the **Parties**.

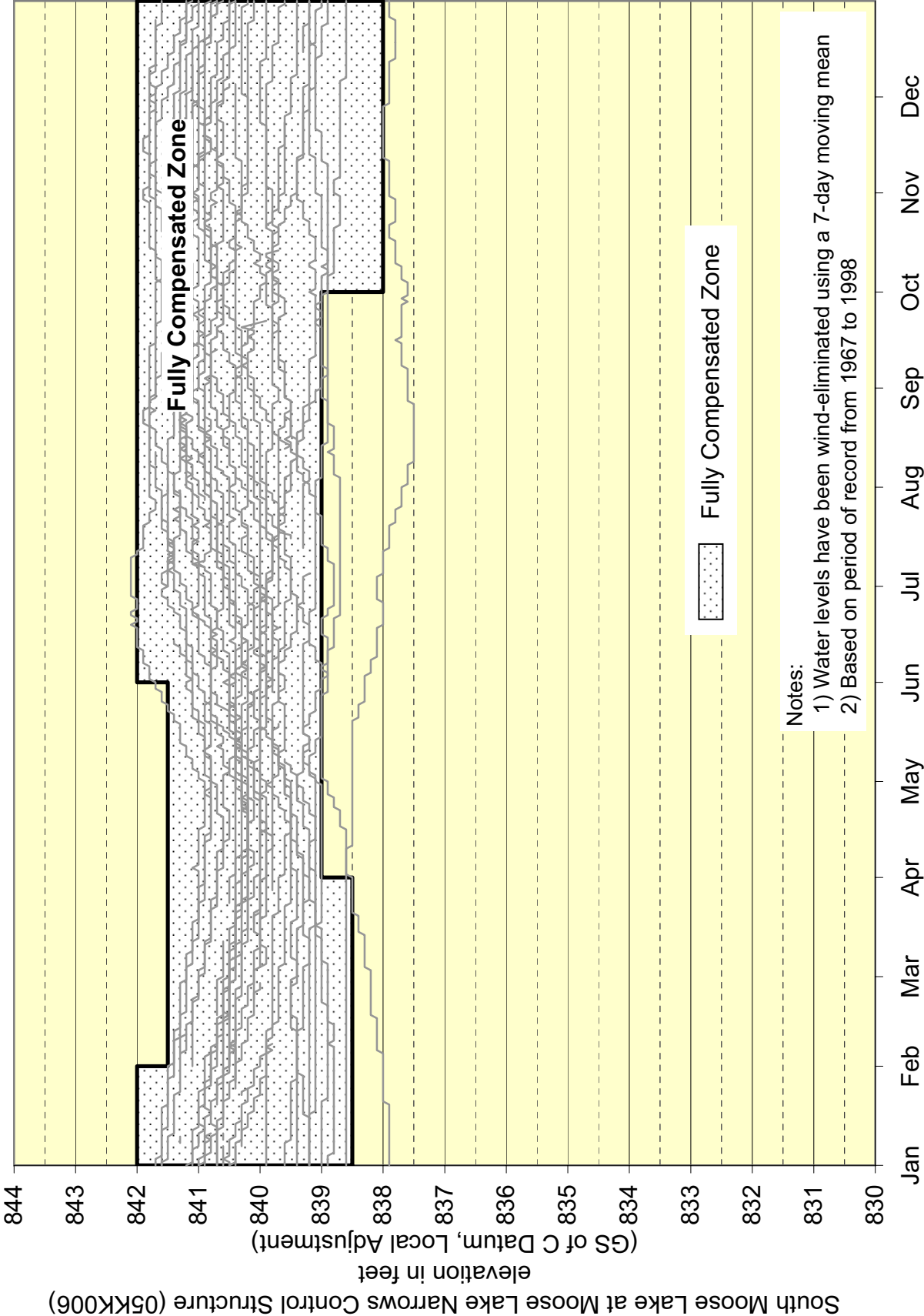
8.9.2 No Release Where Unlawful to Comply. This **Agreement** does not release **Hydro** from liability for any **Adverse Effects** resulting from **Wind Eliminated Water Levels** falling outside of the **Fully Compensated Zone** or outside agreed seasonal patterns, even where it has become unlawful or impractical for **Hydro** to comply with its covenants and agreements as provided for in subsection 8.9.1.

SCHEDULE 8.1 - FULLY COMPENSATED ZONE

Month	Maximum	Minimum
January	842.0 ft.	838.5 ft.
February	841.5 ft.	838.5 ft.
March	841.5 ft.	838.5 ft.
April	841.5 ft.	839.0 ft.
May	841.5 ft.	839.0 ft.
June	842.0 ft.	839.0 ft.
July	842.0 ft.	839.0 ft.
August	842.0 ft.	839.0 ft.
September	842.0 ft.	839.0 ft.
October	842.0 ft.	838.0 ft.
November	842.0 ft.	838.0 ft.
December	842.0 ft.	838.0 ft.

SCHEDULE 8.1 FULLY COMPENSATED ZONE

Moose Lake Community Fully Compensated Zone



SCHEDULE 8.2 - PRE-DETERMINED COMPENSATED ZONES

ZONE A - \$1,250.00/ft/day

Month	Maximum	Minimum
January	842.5 ft.	842.0 ft.
February	842.5 ft.	842.0 ft.
March	842.5 ft.	842.0 ft.
April	842.5 ft.	842.0 ft.
May	842.5 ft.	842.0 ft.
June	842.5 ft.	842.0 ft.
July	842.5 ft.	842.0 ft.
August	842.5 ft.	842.0 ft.
September	842.5 ft.	842.0 ft.
October	842.5 ft.	842.0 ft.
November	842.5 ft.	842.0 ft.
December	842.5 ft.	842.0 ft.

ZONE B - \$500.00/ft/day

Month	Maximum	Minimum
April	838.0 ft.	837.5 ft.
May	838.0 ft.	837.5 ft.
June	838.0 ft.	837.5 ft.
July	838.0 ft.	837.0 ft.
August	838.0 ft.	837.0 ft.
September	838.0 ft.	837.0 ft.

ZONE C - \$250.00/ft/day

Month	Maximum	Minimum
April	838.5 ft.	838.0 ft.
May	838.5 ft.	838.0 ft.

Schedule 8.2 - Pre-Determined Compensation Zones

- 2 -

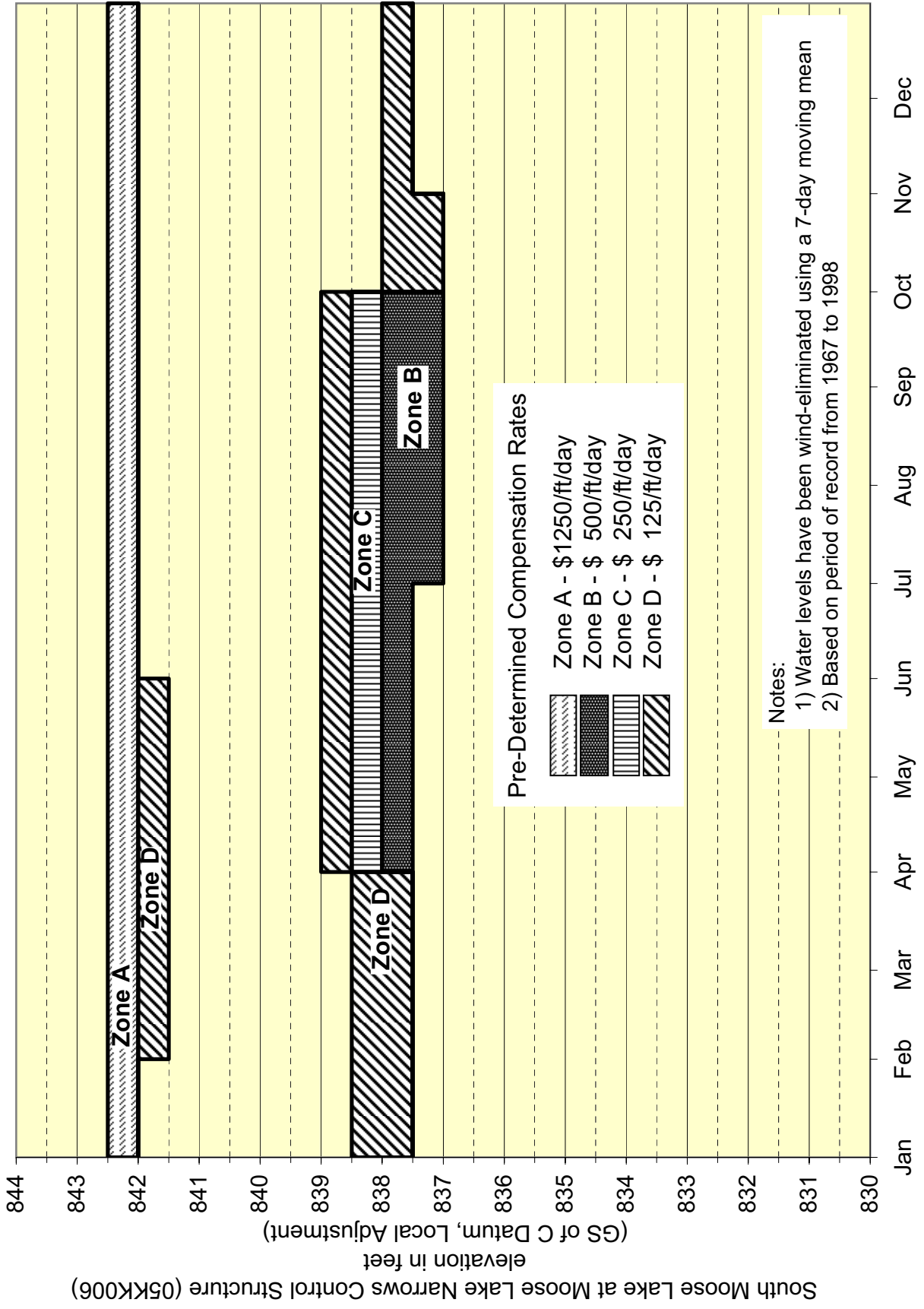
June	838.5 ft.	838.0 ft.
July	838.5 ft.	838.0 ft.
August	838.5 ft.	838.0 ft.
September	838.5 ft.	838.0 ft.

ZONE D - \$125.00/ft/day

Month	Top Zone on Chart		Bottom Zone on Chart	
	Maximum	Minimum	Maximum	Minimum
January	N/A	N/A	838.5 ft	837.5 ft.
February	842.0 ft.	841.5 ft.	838.5 ft.	837.5 ft.
March	842.0 ft.	841.5 ft.	838.5 ft.	837.5 ft.
April	842.0 ft.	841.5 ft.	839.0 ft.	838.5 ft.
May	842.0 ft.	841.5 ft.	839.0 ft.	838.5 ft.
June	N/A	N/A	839.0 ft.	838.5 ft.
July	N/A	N/A	839.0 ft.	838.5 ft.
August	N/A	N/A	839.0 ft.	838.5 ft.
September	N/A	N/A	839.0 ft.	838.5 ft.
October	N/A	N/A	838.0 ft.	837.0 ft.
November	N/A	N/A	838.0 ft.	837.5 ft.
December	N/A	N/A	838.0 ft.	837.5 ft.

SCHEDULE 8.2 PRE-DETERMINED COMPENSATION ZONES

Moose Lake Community Pre-Determined Compensation Zones



SCHEDULE 8.3

METHOD OF CALCULATION OF WATER LEVELS AND SAMPLE CALCULATION OF PRE-DETERMINED COMPENSATION

The following outlines the Pre-Determined Compensation (PDC) calculation for the Moose Lake Community Forebay Agreement.

Wind Eliminated Water Level

The PDC calculation is based on the **Wind Eliminated Water Level (WEWL)** which is a 7-day moving mean of the **Daily Average Water Levels (DAWL)** rounded to the nearest tenth of a foot.

For example, the WEWL for January 4, 1990 is calculated as:

$$\begin{aligned} \text{WEWL for January 4}^{\text{th}}, & \\ &= \text{Average of the DAWL for January 1}^{\text{st}}, 2^{\text{nd}}, 3^{\text{rd}}, 4^{\text{th}}, 5^{\text{th}}, 6^{\text{th}} \text{ and } 7^{\text{th}}. \\ &= \frac{1}{7} (837.87 + 837.86 + 837.86 + 837.87 + 837.86 + 837.87 + 837.87) \\ &= 837.9 \text{ A.S.L.} \end{aligned}$$

If any data is missing, the DAWL will be estimated using a practical but technically sound method, and the WEWL will be calculated using a combination of actual and estimated DAWL.

PDC Amount

The PDC amount depends on what Zone the WEWL is in; the zones are shown on the attached chart. The PDC calculation is also based on the amount that the WEWL exceeds the Zone boundary in a high water condition (or on the amount that the WEWL falls below the Zone boundary in a low water condition). The following is an example PDC calculation for one day:

$$\begin{aligned} &\text{If WEWL} = 837.9 \text{ ft A.S.L. on January 4}^{\text{th}} \text{ (Zone D)} \\ &\text{Then Pre-Determined Compensation (PDC) would be the following:} \\ &\text{PDC} = (838.5 - 837.9) * 125 \text{ \$/ft/day} = \underline{\$75.00} \text{ for the day.} \end{aligned}$$

On the attached chart, the WEWL for 1990 was in Zone D from January 1st to March 20th, from April 1st to May 1st and from May 29th to June 4th.

The following table illustrates the example PDC calculation for this time period.

Schedule 8.3 - Method of Calculation of Water Levels and Sample Calculation of Pre-Determined Compensation

Example Calculation of PDC

Moose Lake Community Forebay Agreement
(using 1990 wind eliminated water levels)

Note: FCZ indicates Fully Compensated Zone

Date	Wind Eliminated Water Level [WEWL] (feet A.S.L.)	PDC Zone	Bound of Zone [BOUND] (feet A.S.L.)	Wind Eliminated Water Level less than bound by [Z] = BOUND - WEWL (feet)	PDC Rate for Zone	PDC (\$)
Jan 01	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 02	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 03	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 04	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 05	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 06	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 07	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 08	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 09	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 10	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 11	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 12	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 13	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 14	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 15	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 16	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 17	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 18	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 19	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 20	837.9	D	838.5	0.6	\$125/ft/day	\$75.00
Jan 21	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 22	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 23	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 24	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 25	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 26	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 27	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 28	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 29	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 30	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Jan 31	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Feb 01	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Feb 02	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Feb 03	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Feb 04	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Feb 05	838.0	D	838.5	0.5	\$125/ft/day	\$62.50
Feb 06	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 07	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 08	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 09	838.1	D	838.5	0.4	\$125/ft/day	\$50.00

Schedule 8.3 - Method of Calculation of Water Levels and Sample Calculation of Pre-Determined Compensation

Date	Wind Eliminated Water Level [WEWL] (feet A.S.L.)	PDC Zone	Bound of Zone [BOUND] (feet A.S.L.)	Wind Eliminated Water Level less than bound by [Z] = BOUND - WEWL (feet)	PDC Rate for Zone	PDC (\$)
Feb 10	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 11	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 12	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 13	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 14	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 15	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 16	838.1	D	838.5	0.4	\$125/ft/day	\$50.00
Feb 17	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 18	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 19	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 20	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 21	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 22	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 23	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 24	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 25	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 26	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 27	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Feb 28	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Mar 01	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Mar 02	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Mar 03	838.2	D	838.5	0.3	\$125/ft/day	\$37.50
Mar 04	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 05	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 06	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 07	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 08	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 09	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 10	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 11	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 12	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 13	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 14	838.3	D	838.5	0.2	\$125/ft/day	\$25.00
Mar 15	838.4	D	838.5	0.1	\$125/ft/day	\$12.50
Mar 16	838.4	D	838.5	0.1	\$125/ft/day	\$12.50
Mar 17	838.4	D	838.5	0.1	\$125/ft/day	\$12.50
Mar 18	838.4	D	838.5	0.1	\$125/ft/day	\$12.50
Mar 19	838.4	D	838.5	0.1	\$125/ft/day	\$12.50
Mar 20	838.4	D	838.5	0.1	\$125/ft/day	\$12.50
Mar 21	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 22	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 23	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 24	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 25	838.5	FCZ	838.5	0.0	-	\$0.00

Schedule 8.3 - Method of Calculation of Water Levels and Sample Calculation of Pre-Determined Compensation

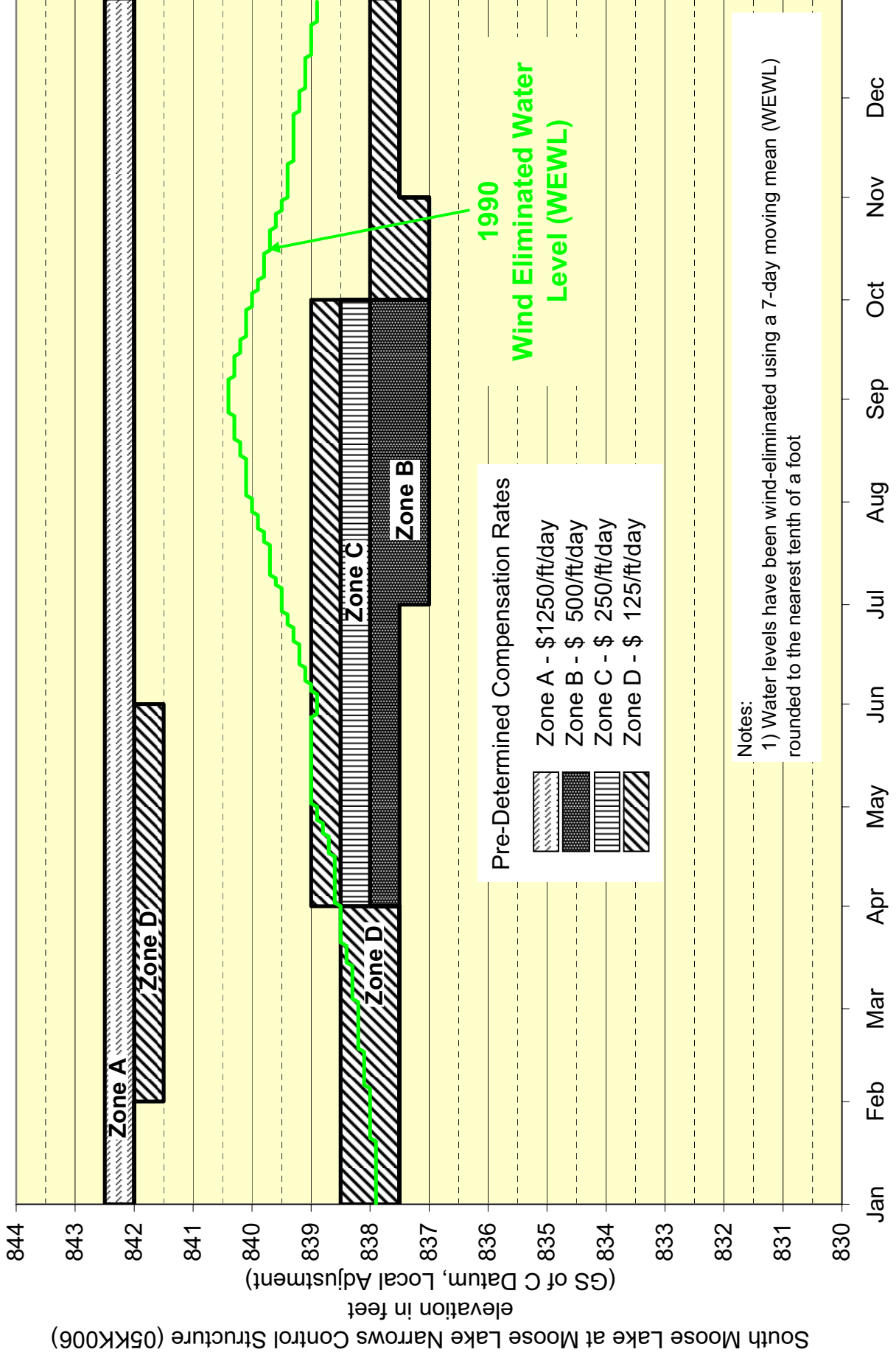
Date	Wind Eliminated Water Level [WEWL] (feet A.S.L.)	PDC Zone	Bound of Zone [BOUND] (feet A.S.L.)	Wind Eliminated Water Level less than bound by [Z] = BOUND - WEWL (feet)	PDC Rate for Zone	PDC (\$)
Mar 26	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 27	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 28	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 29	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 30	838.5	FCZ	838.5	0.0	-	\$0.00
Mar 31	838.5	FCZ	838.5	0.0	-	\$0.00
Apr 01	838.5	D	839.0	0.5	\$125/ft/day	\$62.50
Apr 02	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 03	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 04	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 05	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 06	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 07	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 08	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 09	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 10	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 11	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 12	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 13	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 14	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 15	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 16	838.6	D	839.0	0.4	\$125/ft/day	\$50.00
Apr 17	838.7	D	839.0	0.3	\$125/ft/day	\$37.50
Apr 18	838.7	D	839.0	0.3	\$125/ft/day	\$37.50
Apr 19	838.7	D	839.0	0.3	\$125/ft/day	\$37.50
Apr 20	838.7	D	839.0	0.3	\$125/ft/day	\$37.50
Apr 21	838.7	D	839.0	0.3	\$125/ft/day	\$37.50
Apr 22	838.7	D	839.0	0.3	\$125/ft/day	\$37.50
Apr 23	838.8	D	839.0	0.2	\$125/ft/day	\$25.00
Apr 24	838.8	D	839.0	0.2	\$125/ft/day	\$25.00
Apr 25	838.8	D	839.0	0.2	\$125/ft/day	\$25.00
Apr 26	838.8	D	839.0	0.2	\$125/ft/day	\$25.00
Apr 27	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Apr 28	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Apr 29	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Apr 30	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
May 01	838.9	FCZ	839.0	0.1	-	\$12.50
May 02	839.0	FCZ	839.0	0.0	-	\$0.00
May 03	839.0	FCZ	839.0	0.0	-	\$0.00
May 04	839.0	FCZ	839.0	0.0	-	\$0.00
May 05	839.0	FCZ	839.0	0.0	-	\$0.00
May 06	839.0	FCZ	839.0	0.0	-	\$0.00
May 07	839.0	FCZ	839.0	0.0	-	\$0.00
May 08	839.0	FCZ	839.0	0.0	-	\$0.00

Schedule 8.3 - Method of Calculation of Water Levels and Sample Calculation of Pre-Determined Compensation

Date	Wind Eliminated Water Level [WEWL] (feet A.S.L.)	PDC Zone	Bound of Zone [BOUND] (feet A.S.L.)	Wind Eliminated Water Level less than bound by [Z] = BOUND - WEWL (feet)	PDC Rate for Zone	PDC (\$)
May 09	839.0	FCZ	839.0	0.0	-	\$0.00
May 10	839.0	FCZ	839.0	0.0	-	\$0.00
May 11	839.0	FCZ	839.0	0.0	-	\$0.00
May 12	839.0	FCZ	839.0	0.0	-	\$0.00
May 13	839.0	FCZ	839.0	0.0	-	\$0.00
May 14	839.0	FCZ	839.0	0.0	-	\$0.00
May 15	839.0	FCZ	839.0	0.0	-	\$0.00
May 16	839.0	FCZ	839.0	0.0	-	\$0.00
May 17	839.0	FCZ	839.0	0.0	-	\$0.00
May 18	839.0	FCZ	839.0	0.0	-	\$0.00
May 19	839.0	FCZ	839.0	0.0	-	\$0.00
May 20	839.0	FCZ	839.0	0.0	-	\$0.00
May 21	839.0	FCZ	839.0	0.0	-	\$0.00
May 22	839.0	FCZ	839.0	0.0	-	\$0.00
May 23	839.0	FCZ	839.0	0.0	-	\$0.00
May 24	839.0	FCZ	839.0	0.0	-	\$0.00
May 25	839.0	FCZ	839.0	0.0	-	\$0.00
May 26	839.0	FCZ	839.0	0.0	-	\$0.00
May 27	839.0	FCZ	839.0	0.0	-	\$0.00
May 28	839.0	FCZ	839.0	0.0	-	\$0.00
May 29	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
May 30	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
May 31	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Jun 01	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Jun 02	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Jun 03	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Jun 04	838.9	D	839.0	0.1	\$125/ft/day	\$12.50
Jun 05	839.0	FCZ	839.0	0.0	-	\$0.00
Jun 06	839.0	FCZ	839.0	0.0	-	\$0.00
Jun 07	839.0	FCZ	839.0	0.0	-	\$0.00
Jun 08	839.1	FCZ	839.0	0.0	-	\$0.00
Jun 09	839.1	FCZ	839.0	0.0	-	\$0.00
Jun 10	839.1	FCZ	839.0	0.0	-	\$0.00
					Total	\$5,250.00

Moose Lake Community - Pre-Determined Compensation Zones

Example calculation of PDC using 1990 Wind Eliminated Water Levels



ARTICLE 9 - MOOSE LAKE NARROWS CONTROL STRUCTURE

9.1 INTRODUCTION

9.1.1 Introduction. Article 9 provides for methods of addressing the operations of the **Moose Lake Narrows Control Structure** and of fulfilling the obligation in Article 2.06 of the **1990 Agreement**.

9.2 OPERATION

9.2.1 Relationship to 1990 Agreement. The provisions of this **Agreement** fulfil and satisfy the obligations of **Hydro** under Article 2.06 of the **1990 Agreement**.

9.2.2 Review of Operations. Pursuant to the **1990 Agreement**, the **Moose Lake Community, Manitoba** and **Hydro** have independently reviewed the operation of the **Moose Lake Narrows Control Structure** and concluded that if the structure remained open at all times, there would be only minor additional effects on North or South Moose Lake, and no significant additional **Adverse Effects** on the **Moose Lake Community**.

9.2.3 Potential Amendment. **Manitoba** is considering a potential amendment to the **Water Power Licence** in respect of the operation of the Grand Rapids Hydro-Electric Generating Station to amend the obligations to maintain and operate the **Moose Lake Narrows Control Structure** and to expand the area of the **Water Power Licence** to include North Moose Lake.

9.2.4 Consultation with Other Parties. A process of consultation is under way with other persons and entities that may have an interest in the potential amendment referred to in subsection 9.2.3.

9.3 OPERATING INSTRUCTIONS

9.3.1 Establishment of Operating Instructions. **Manitoba** will establish instructions for the operation of the **Moose Lake Narrows Control Structure** by **Hydro**, consistent with the **Water Power Licence**.

9.3.2 Consideration by Resource Management Boards and Other Third Parties. The operating instructions referred to in subsection 9.3.1, will be submitted for the consideration of:

- (a) the **Moose Lake Resource Management Board**;
- (b) other resource management boards affected by the operation of the **Moose Lake Narrows Control Structure**; and
- (c) groups or individuals affected by the operation of the **Moose Lake Narrows Control Structure**.

9.3.3 Compliance with Operating Instructions. **Hydro** will comply with the operating instructions established by **Manitoba** pursuant to subsection 9.3.1.

9.4 NAVIGATION

9.4.1 Navigation Concerns. When the stop-logs are in place the **Moose Lake Narrows Control Structure** impedes navigation between South Moose Lake and North Moose Lake and the **Parties** are addressing this issue as part of this **Agreement**.

9.4.2 Anticipated Resolution. The **Community** and **Hydro** agree that if the **Water Power Licence** is amended to allow the **Moose Lake Narrows Control Structure** to be maintained and operated in a manner that permits the navigation of vessels between North Moose Lake and South Moose Lake during the open water season that in similar conditions in a pre-**Project** period would have permitted navigation between those two lakes, and the **Moose Lake Narrows Control Structure** is so maintained and operated, all issues between them in

relation to the **Moose Lake Narrows Control Structure** and its operation, will thereby be resolved.

9.4.3 Alternative Arrangement. If the **Water Power Licence** is not amended by **Manitoba**, the **Moose Lake Narrows Control Structure** will be operated, to the extent lawful, in a manner consistent with the processes set forth in section 9.3.

9.4.4 Alternative. If the **Moose Lake Narrows Control Structure** cannot be left open, then **Manitoba, Hydro** and the **Community** will work together in an effort to find an alternative and acceptable way to accommodate navigation between South Moose Lake and North Moose Lake.

ARTICLE 10 - SETTLEMENT AND SATISFACTION

10.1 INTRODUCTION

10.1.1 Introduction. Article 10 provides for confirmation by the **Moose Lake Community** of the settlement and satisfaction of obligations and liabilities of **Manitoba** and **Hydro** in relation to the **Project**.

10.2 SETTLEMENT AND SATISFACTION

10.2.1 Settlement and Satisfaction. Without implying acceptance by the **Moose Lake Community** of the fairness of the **1962 Arrangements** and no further redress being forthcoming from **Manitoba** and **Hydro**, the execution of this **Agreement** and payment of the amounts payable under subsection 2.2.1 by **Manitoba** and **Hydro** will, subject to subsection 10.2.2, constitute a full and final settlement and satisfaction of any and all obligations of **Manitoba** or **Hydro** in respect of, and all liabilities of **Manitoba** or **Hydro** arising out of or related to:

- (a) the **1962 Arrangements**;
- (b) the use of **Moose Lake Community** lands for **Project** purposes prior to the **Date of this Agreement**;
- (c) the use of **Community Lands** below the **Easement Lines** for **Project** purposes after the **Date of this Agreement**;
- (d) **Adverse Effects** of the **Project** prior to the **Date of this Agreement**; and
- (e) **Adverse Effects** of the **Project** after the **Date of this Agreement**.

10.2.2 Exclusions. Subsection 10.2.1 does not apply to:

- (a) **Adverse Effects** of the **Project** that are unknown and/or unanticipated and are not discernible with the ordinary exercise of due diligence by the **Moose Lake Community** at the **Date of this Agreement**;
- (b) **Adverse Effects** to the extent such **Adverse Effects** are attributable to **Wind Eliminated Water Levels** occurring after the **Date of this Agreement** outside of both the **Fully Compensated Zone** and the **Pre-determined Compensation Zones**;
- (c) **Adverse Effects** if:
 - (i) the pre-determined compensation provisions of section 8.6 are terminated pursuant to section 8.8, to the extent, and only to the extent, such **Adverse Effects** are attributable to **Wind Eliminated Water Levels** outside of the **Fully Compensated Zone** occurring after the date of such termination, or
 - (ii) a pre-determined compensation payment is returned to **Hydro** pursuant to subsection 8.6.6, to the extent, and only to the extent, such **Adverse Effects** are attributable to **Wind Eliminated Water Levels** outside of the **Fully Compensated Zone** occurring during the period which would have been compensated by the payment of pre-determined compensation if such amount had not been returned to **Hydro**;
- (d) the personal injury or death of an individual resulting from or to the extent attributable to the **Project**;
- (e) obligations under this **Agreement**;
- (f) liabilities arising out of breaches of this **Agreement**;
- (g) obligations under the **Project Easement Agreement**; and
- (h) liabilities and obligations arising out of breaches of the **Project Easement Agreement**.

10.2.3 Covenant Not to Sue. The **Moose Lake Community** covenants and agrees that, except as may be required in order to enforce any covenants and agreements of **Manitoba** or **Hydro** contained in this **Agreement** or any other agreement entered into pursuant hereto, it will not, with respect to the matters addressed pursuant to subsection 10.2.1, subject to subsection 10.2.2:

- (a) commence or prosecute any action, claim, demand or proceeding on its own behalf or on behalf of any other person or entity against **Manitoba** or **Hydro**; or
- (b) seek any further redress against **Manitoba** or **Hydro**.

10.2.4 Discontinuance of Legal Actions. The **Moose Lake Community** will discontinue any existing legal action against **Manitoba** or **Hydro** with regard to the matters addressed pursuant to subsection 10.2.1, subject to subsection 10.2.2, including, without limitation, the Statement of Claim filed in the Court of Queen's Bench on December 17, 1991 as Q.B. Suit No. CI-91-01-59646.

10.3 INDEPENDENT ADVICE

10.3.1 Acknowledgement re: Independent Advice. The **Moose Lake Community** warrants that, throughout the negotiations leading to this **Agreement**:

- (a) it has been independently advised by negotiators, legal counsel, technical advisors and consultants of its choice with respect to all matters arising in connection with or dealt with in this **Agreement**;
- (b) this **Agreement** has been jointly drafted, considered and revised by representatives of all **Parties**, and duly authorized representatives of the **Moose Lake Community** have participated fully in the preparation of this **Agreement**; and

- (c) it has caused all aspects of this **Agreement** to be explained at one or more community meetings, which were open to all residents of the **Moose Lake Community**.

10.3.2 Certificate of Independent Advice. The **Moose Lake Community** will, contemporaneously with the execution and delivery of this **Agreement**, provide **Manitoba** and **Hydro** with certified copies of Certificates of Independent Advice from Hobbs and Associates and from Bradley D. Regehr, in the forms attached as Schedule 10.1.

10.4 SURVIVAL

10.4.1 No Release of Canada. The **Parties** acknowledge, although such acknowledgement will not constitute an indemnity on the part of **Manitoba** or **Hydro**, that none of the provisions of this **Agreement** is intended to have the effect of constituting or is intended to constitute a remission, release, acquisition or discharge of **Canada**, or is intended in any way to prejudice or affect any action, proceeding, remedy, claim or demand which the **Moose Lake Community** or its residents, or any of them, may have against **Canada** in respect of its obligations and liabilities related to the **Project**, including, without limitation, any obligations or liabilities of **Canada** pursuant to the **1962 Arrangements**, and any obligations or liabilities of **Canada** for **Adverse Effects** of the **Project**.

10.4.2 Survival of 1962 Arrangements. The **Parties** acknowledge that, although this **Agreement** provides for the implementation, conclusion and satisfaction of, the obligations of **Manitoba** and **Hydro** contemplated by the **1962 Arrangements**, this **Agreement** does not terminate the **1962 Arrangements**.

10.4.3 Survival of 1990 Agreement. Except with respect to Articles 2.06 and 4.06 of the **1990 Agreement**, the provisions of the **1990 Agreement** continue in full force and effect.

SCHEDULE 10.1 - CERTIFICATES OF INDEPENDENT ADVICE

Certificate of Independent Legal Advice

I, Bradley D. Regehr, of D'Arcy Deacon, hereby certify that, in the finalization of the negotiations leading to the Agreement of the ___ day of _____, 200__, between Her Majesty the Queen in Right of the Province of Manitoba, the Moose Lake Community and The Manitoba Hydro-Electric Board:

- (a) the Moose Lake Community has been independently advised by myself as legal counsel with respect to all matters arising in connection with or dealt with in that Agreement;
- (b) the Agreement has been considered and revised with my participation;
and
- (c) I have been present at one or more meetings of the Moose Lake Community, which I believe to have been open to all people living in the Moose Lake Community, to consider the provisions of the Agreement.

CERTIFIED this ___ day of _____, 200__.

BRADLEY D. REGEHR

Certificate of Independent Technical Advice

I, Ernie Hobbs, of Hobbs and Associates hereby certify that, throughout the negotiations leading to the Agreement of the ___ day of _____, 200__, between Her Majesty the Queen in Right of the Province of Manitoba, the Moose Lake Community and The Manitoba Hydro-Electric Board:

- (a) the Moose Lake Community has been independently advised by Hobbs and Associates as negotiators, technical advisors and consultants, with respect to all matters arising in connection with or dealt with in that Agreement;
- (b) the Agreement has been drafted, considered and revised with our participation; and
- (c) we have been present at one or more meetings of the Moose Lake Community, which we believe to have been open to all people living in the Moose Lake Community, to consider the provisions of the Agreement.

CERTIFIED this ___ day of _____, 200__.

ERNIE HOBBS

ARTICLE 11 - APPROVAL AND EXECUTION

11.1 INTRODUCTION

11.1.1 Introduction. Article 11 provides for the process of approving and executing this **Agreement**.

11.2 APPROVAL PROCESS

11.2.1 Approval of Agreement. Prior to the execution of this **Agreement**, this **Agreement** will be considered for approval by each of the parties as follows:

- (a) by the **Moose Lake Community** in accordance with section 11.3;
- (b) by The Manitoba Hydro-Electric Board on behalf of **Hydro**; and
- (c) by the Lieutenant Governor-in-Council on behalf of **Manitoba**.

11.3 PUBLIC MEETING AND VOTE

11.3.1 Public Meeting. Following the completion of the negotiation of this **Agreement**, the **Community Council** will convene one or more public meetings at which its consultants and legal advisor will explain the nature and significance of this **Agreement**. The **Community Council** on behalf of the **Moose Lake Community** will give notice of such meeting(s) in accordance with the following:

- (a) notice of such meeting(s) will be posted in not less than three (3) prominent, public locations in Moose Lake, including the **Community Council** offices, at least two (2) weeks in advance of each meeting;
- (b) each notice will:
 - (i) give the time, date and place of the meeting,

- (ii) advise where copies of the **Agreement** can be obtained or reviewed, and
 - (iii) advise of the time, date and polling places for the vote to be held in accordance with section 11.3; and
- (c) **Manitoba** and **Hydro** will be supplied with copies of the notices posted in accordance with paragraph 11.3.1(a) at least five (5) days before the meeting.

11.3.2 Voters. Persons eligible to vote in elections for the **Community Council** under *The Northern Affairs Act* (Manitoba) may vote on whether or not to approve this **Agreement**.

11.3.3 Vote. The vote will take place on a date determined by the **Community Council** and a polling station will be set up in Moose Lake.

11.3.4 Ballot Question. The ballot question for the vote is set out in Schedule 11.1.

11.3.5 Approval. This **Agreement** will be approved by the **Moose Lake Community** if, at the vote held in accordance with section 11.3, a majority of the persons who vote, vote "YES" to the ballot question in Schedule 11.1.

11.4 EXECUTION

11.4.1 Execution of Agreement. Forthwith upon approval by the **Moose Lake Community** in accordance with subsection 11.3.5:

- (a) the **Community Council** is to pass a **Council Resolution** authorizing the execution of this **Agreement** on behalf of the **Moose Lake Community** and is to deliver to **Manitoba** and **Hydro** a certified copy of such **Council Resolution**;
- (b) **Hydro** is to, by resolution of its Board of Directors or other requisite approval, authorize its appropriate officers to execute this **Agreement** on behalf of

Hydro, and is to deliver to the **Moose Lake Community** and **Manitoba** a certified copy of such resolution or other requisite approval; and

- (c) **Manitoba** is to, by Order-in-Council, authorize the Minister of Conservation to execute this **Agreement** on behalf of **Manitoba** and is to deliver to the **Moose Lake Community** and **Hydro** a certified copy of such Order in Council.

11.4.2 **Agreement of No Force and Effect**. This **Agreement** will be without force and effect and without prejudice to any of the **Parties**, unless and until it has been duly ratified and executed by all of the **Parties** in accordance with Article 11.

SCHEDULE 11.1 - BALLOT QUESTION

Do you approve the proposed Community Forebay Agreement among the Moose Lake Community, Manitoba Hydro and the Government of Manitoba relating to the Grand Rapids Hydro-Electric Generating Station?

Please mark your answer to the above question with an X.

YES

NO

ARTICLE 12 - GENERAL PROVISIONS

12.1 INTRODUCTION

12.1.1 Introduction. Article 12 contains provisions of a general nature relating to this **Agreement**.

12.2 INTERPRETATION

12.2.1 Headings. Article titles, section headings, and the introductory provisions of each Article are for reference and information purposes only, and will not affect in any way the meaning or interpretation of this **Agreement**.

12.2.2 Singular and Plural. Words importing the singular number only will include the plural, and vice versa, as the context may require; and words importing persons will include firms, governments and corporations, and vice versa, as the context may require.

12.2.3 Metric Measure. Except where the original document, data or measuring device was in Imperial, and subject to any legislative requirement, in the event of a conflict between metric and Imperial measure, metric measure will prevail. The **Parties** agree that the metric conversion rate to be used for purposes of this **Agreement** will be 1 foot equals 0.3048 meters, 1 meter equals 3.28084 feet, 1 hectare equals 2.47105 acres and 1 acre equals 0.4047 hectares.

12.2.4 Interpretation Aids. In any interpretation of this **Agreement**, only the **Agreement** itself will be considered. In the event of an ambiguity, no documents, notes, memoranda, or electronic record purporting to record the intention of the **Parties** in relation to this **Agreement** will be referred to or considered.

12.2.5 No Presumptions. The **Parties** have endeavoured to ensure that the terms of this **Agreement** are as clear as possible and there will be no presumption or canon of interpretation in favour of or against any **Party**.

12.2.6 Aboriginal and Treaty Rights. Nothing in this **Agreement** shall be construed so as to abrogate or derogate from the existing aboriginal rights or treaty rights of aboriginal peoples that are recognized and affirmed by section 35 of the *Constitution Act, 1982*.

12.3 VALIDITY OF PROVISIONS

12.3.1 Powers and Prerogatives. Nothing in this **Agreement** will be interpreted to bind or infringe upon the powers and prerogatives of the Legislative Assembly of Manitoba or any legislative powers of the **Community Council**.

12.3.2 Statutory Requirements. Except as provided herein, nothing in this **Agreement** is intended to detract from, or relieve any **Party** from, any obligations under any statute or regulation or under any approval, licence or other authority under which a **Party** operates.

12.4 PARTIES

12.4.1 Binding on Parties. This **Agreement** will be binding upon and enure to the benefit of the **Parties** and their respective successors and permitted assigns. Nothing in this **Agreement** is intended to confer upon any person not a **Party** to this **Agreement** any rights or remedies under or by reason of this **Agreement**.

12.5 NOTICE

12.5.1 Notices. Whenever in this **Agreement** it is required or permitted that notice be given by any **Party** to this **Agreement**, to or for any other **Party** to this **Agreement**, such notice will be given in writing and forwarded by registered mail or transmitted by facsimile confirmed by telephone, addressed to the applicable **Party** as set out in subsection 12.5.2.

12.5.2 Addresses. The addresses for the **Parties** are:

- (a) to the **Moose Lake Community** at the Community Council Office in Moose Lake, Manitoba;

- (b) to **Hydro** at the office of the General Counsel of Manitoba Hydro; and
- (c) to **Manitoba** at the office of the Deputy Minister of Conservation.

12.6 ENTIRE AGREEMENT

12.6.1 Agreement Supersedes. This **Agreement** supersedes all prior understandings, negotiations and discussions, whether oral or written, among the **Parties**, in relation to matters dealt with in this **Agreement**. There are no representations, warranties or conditions to this **Agreement** except as expressly stated in this **Agreement**.

12.6.2 No Merger With Other Agreements. Except as expressly provided in this **Agreement** or in any other agreement between the **Parties**, no provisions of any other agreement will merge with this **Agreement**.

12.6.3 Assignment. Except as expressly provided in this **Agreement**, neither this **Agreement** nor any portion or provision of this **Agreement**, may be assigned without prior written permission of all of the **Parties**.

12.6.4 Further Action. Each of the **Parties** to this **Agreement** will, from time to time, and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment, and take such further action as required, to complete more effectively any matter provided for in this **Agreement**.

12.7 GOVERNING LAW

12.7.1 Laws in Manitoba. This **Agreement** will be governed by, and construed in accordance with, the federal and provincial laws from time to time in force in the Province of Manitoba.

12.8 GENERAL

12.8.1 No Admission. Nothing in this **Agreement** will constitute an admission of liability on the part of any **Party**.

12.8.2 Amendment. This **Agreement** may only be amended in whole or in part by written agreement among the **Parties**.

12.8.3 Assumption of Liability. If **Hydro** ceases:

- (a) to be an agent of **Manitoba**;
- (b) to have legal authority and control over the operation of the **Project**; or
- (c) to have legal authority and control over the operation of any major work or structure constituting part of the **Project**, the operation of which could affect inundation or storage of water for purposes of the **Project** in the **Moose Lake Resource Management Area**;

then **Manitoba** will:

- (d) where paragraph 12.8.3(a) or paragraph 12.8.3(b) applies, assume all of the rights and obligations of **Hydro** under this **Agreement**; or
- (e) where paragraph 12.8.3(c) applies, assume the rights and obligations of **Hydro** under this **Agreement**, as such rights and obligations relate to the works or structures over which **Hydro** no longer has legal authority and control;

in which case, this **Agreement** will be read with necessary modifications to reflect the assumption of rights and obligations by **Manitoba** but such assumption will not relieve **Hydro**, or any successor of **Hydro**, of its obligations under this **Agreement**.

12.8.4 Notice. **Manitoba** will give immediate notice to the other **Parties** where an event specified under paragraph 12.8.3(a), (b) or (c) occurs.

12.8.5 No Merger of Covenants. The covenants under this **Agreement** will not merge with the transfer of lands to or for the benefit of the **Moose Lake Community** or to a **Selector**.

12.8.6 Three Party Meeting. Any **Party** may, at any time, convene a meeting of the **Parties** for purposes relating to this **Agreement** by providing not less than thirty (30) days written notice setting forth the purpose, date, time and place in Winnipeg, or any other agreed place in Manitoba, for such meeting.

IN WITNESS WHEREOF the **Parties** have executed this **Agreement** on the dates indicated below.

MOOSE LAKE COMMUNITY

Per: [Signature]
Mayor

Ralph Buck
Councillor -

[Signature]
Councillor -

[Signature]
Councillor -

[Signature]
Councillor -

[Signature]
Councillor -

On the 26th day of September, 2005

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

Per: [Signature]

On the 26th day of September, 2005

**THE MANITOBA HYDRO-ELECTRIC
BOARD**

Per: _____

Per: _____

On the 26th day of September, 2005