

*MEMORANDUM OF UNDERSTANDING
ROAD WIDENINGS AND UNDEVELOPED ROAD ALLOWANCES*

THIS MEMORANDUM OF UNDERSTANDING made this 5 day of Nov, 1996

AMONG:

THE GOVERNMENT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development

(herein "Canada")

AND:

THE GOVERNMENT OF SASKATCHEWAN, as represented by the Minister of Highways and Transportation, the Minister of Energy and Mines and the Minister of Indian and Metis Affairs

(herein "Saskatchewan")

AND:

THE ENTITLEMENT BANDS, as represented by Federation of Saskatchewan Indian Nations Inc.

(herein "the Entitlement Bands")

AND:

THE RURAL MUNICIPALITIES, as represented by Saskatchewan Association of Rural Municipalities

(herein "the Rural Municipalities")

WHEREAS:

- A. Canada, Saskatchewan and Entitlement Bands have entered into four agreements herein collectively called the "Framework Agreement";*

- B. *Under the Framework Agreement, Canada and Saskatchewan have committed to the settlement of outstanding land claims;*
- C. *In Article 7 of the Framework Agreement, the parties agreed to certain principles and conditions upon which certain provincial road allowances (herein "Undeveloped Road Allowances") may be transferred from Saskatchewan to Canada to be set apart as part of an Entitlement Reserve.*

THE PARTIES INTEND TO MANAGE ISSUES RELATING TO UNDEVELOPED ROAD ALLOWANCES AND ROAD WIDENINGS AS FOLLOWS:

DEFINITIONS

1. *In this Memorandum of Understanding:*
- (a) *"Entitlement Bands" shall mean the Nekaneet Band, the Cowessess Band, the Carry The Kettle Band and all of the Bands which are parties to the Saskatchewan Treaty Land Entitlement Framework Agreement dated the 22nd day of September 1992;*
 - (b) *"Entitlement Reserve" shall mean and include the land of an Entitlement Band acquired for the purpose of Reserve status being granted to such land; and*
 - (c) *"Framework Agreement" shall mean:*
 - (i) *the Saskatchewan Treaty Land Entitlement Framework Agreement dated the 22nd day of September 1992, for the purpose of Bands which are a party to that agreement;*
 - (ii) *the Nekaneet Treaty Land Entitlement Settlement Agreement dated the 23rd day of September 1992, for the purpose of the Nekaneet Band;*
 - (iii) *the Cowessess Treaty Land Entitlement Settlement Agreement dated the 14th day of March 1996, for the purpose of the Cowessess Band; and*
 - (iv) *the Carry The Kettle First Nation Treaty Land Entitlement Settlement Agreement dated the 29th day of March 1996, for the purpose of the Carry The Kettle Band.*

UNDEVELOPED ROAD ALLOWANCES

2. *The parties approve in principle the form of the Agreement to Transfer Undeveloped Road Allowances attached hereto as Appendix "A" as a reasonable basis on which individual Bands, Rural Municipalities, Saskatchewan and Canada could manage issues relating to the transfer of Undeveloped Road Allowances from Saskatchewan to Canada for the purposes of Article 7 of the Framework Agreement.*

3. *The parties approve in principle the Undeveloped Road Allowance Agreement Process attached hereto as Appendix "B" as a reasonable means by which agreements can be negotiated between individual Bands, Rural Municipalities, Canada and Saskatchewan respecting specific undeveloped road allowances.*
4. *After consideration of representations from parties, if the Minister of Highways and Transportation is of the opinion that a specific Rural Municipality is unreasonably refusing to enter into the Agreement in the form of the Agreement attached hereto as Appendix "A", Saskatchewan shall enter into an agreement with the Entitlement Band and Canada to close and transfer the administration and control of the undeveloped road allowance to Canada to be set apart as an Entitlement Reserve for the use and benefit of the Band, without compensation, subject to the conditions as stated in the agreement and pursuant to section 7.02(c) of the Framework Agreement.*

MINERAL RIGHTS

5. *The administration and control of mineral rights in the Undeveloped Road Allowance shall be transferred by Saskatchewan to Canada to be set apart as Reserve where:*
 - (a) *the mineral rights are owned by Saskatchewan and no disposition of those mineral rights has been made by Saskatchewan; and,*
 - (b) *the Undeveloped Road Allowance will be bounded on both sides by Reserve and/or Entitlement Reserve which includes both the surface and the mineral rights.*

ROAD WIDENINGS

6. *Where land required for a road widening is identified as such in the Provincial Canvass pursuant to section 11.03(2) of the Framework Agreement, Saskatchewan and the Rural Municipality shall survey or cause to be surveyed the land and register a Road Plan before the land is set apart as a reserve for the use and benefit of the Entitlement Band. Alternatively, if the Rural Municipality and the Band agree that land required for back sloping can be reasonably described by reference to an agreement and a reference survey plan is filed to protect the primary survey monuments, Canada may issue a permit under section 28(2) of the Act or a grant under section 35 of the Act to provide to the Rural Municipality access for the purpose of maintenance.*
7. *Respecting land required for a road widening but not identified as such until after the land has been set apart as a reserve for the use and benefit of the Entitlement Band, Saskatchewan and the Rural Municipality shall negotiate with the Band to acquire the land for the road widening pursuant to section 35 of the Indian Act, as provided by section 7.07 of the Framework Agreement.*

COMPENSATION

8. *The appropriate price for any land required for road widening before or within two years after the land is set apart as a reserve for the use and benefit of the Entitlement Band shall be the price per hectare paid by the Entitlement Band to acquire the land, or such other price as may be agreed between the Entitlement Band and the Rural Municipality.*
9. *Once the land is set apart for the use and benefit of the Entitlement Band for more than two years, the appropriate compensation price for the purposes of section 35 of the Indian Act shall be based on fair market value. In the event the Band and Saskatchewan cannot agree, fair market value shall be determined by arbitration pursuant to Article 19 of the Framework Agreement.*

GENERAL

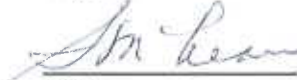
10. *Nothing in this Memorandum of Understanding is intended to confirm, deny, limit, enlarge or otherwise affect any existing aboriginal or treaty rights or to be used as an interpretative aid to determine such rights.*
11. *This Memorandum of Understanding does not create any legal rights or obligations.*


12. To the extent required by the Parliament of Canada Act, R.S.C. 1985, c. P-1, no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this agreement or to any benefit not enjoyed by any other member of the public which may arise out of it.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding on this date and year first above written.

Signed and Delivered in
the Presence of:

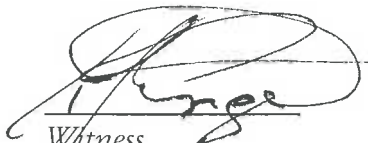

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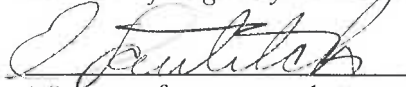

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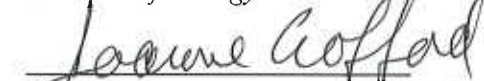

Witness


Witness

The Government of Saskatchewan


Minister of Highways and Transportation

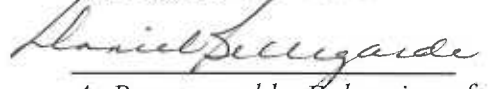

Minister of Energy and Mines


Minister of Indian and Metis Affairs

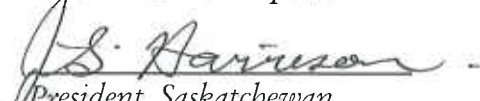
The Government of Canada


Minister of Indian Affairs
and Northern Development

The Entitlement Bands


As Represented by Federation of
Saskatchewan Indian Nations Inc.

The Rural Municipalities


President, Saskatchewan
Association of Rural Municipalities

- C. *The Band wishes to acquire and to have set apart by Canada as a reserve or reserves for its use and benefit, the Undeveloped Road Allowances which are more particularly described in Schedule "B" attached hereto and which are bounded on both sides by the Land;*

THE PARTIES AGREE AS FOLLOWS:

1. *In this Agreement:*

- (a) *"Undeveloped Road Allowance" shall have the same meaning as is ascribed to it in the Framework Agreement which is "a Road Allowance upon which no highway, road, street, lane, trail, path or alley has ever been constructed or, if constructed, is no longer being maintained in a condition for use by, or is being used by, the general public for that purpose", and*
- (b) *"Reserve" shall have the same meaning as is ascribed to it in the Indian Act, as the Indian Act existed on the date this document comes into force.*

TRANSFER TO CANADA

2. *Saskatchewan agrees that She will forthwith recommend to the Lieutenant Governor in Council that an Order-in-Council be issued to transfer to Canada, subject to the terms of this Agreement and effective on the Lands described in Schedule "A" receiving reserve status, the administration and control of the lands described in Schedule "B" to be set apart as a reserve for the use and benefit of the Band.*
3. *Upon receipt of the provincial transfer of the lands described in Schedule "B", Canada agrees that She will forthwith recommend to the Governor in Council that an Order-in-Council be issued setting apart the lands described in Schedule "B" as a reserve for the use and benefit of the Band in accordance with the provisions of Article 7 of the Framework Agreement.*
4. *The lands described in Schedule "B" are not transferred as partial satisfaction of the Band's right to land pursuant to treaty, nor is the area in the Undeveloped Road Allowance to be counted as entitlement acres under the Framework Agreement.*
5. *Canada, Saskatchewan and the Band agree that the lands described in Schedule "B" are being transferred subject to all of the conditions of this Agreement and as contemplated in the Framework Agreement, and, in particular, Article 7 thereof.*
6. *Subject to sections 2 and 5 above, the Municipality hereby consents to the transfer of the Undeveloped Road Allowances by Saskatchewan to Canada.*

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7. Saskatchewan shall deliver to Canada any and all further documents that may be necessary in order to give effect to the transfer of the lands described in Schedule "B" to Canada in accordance with the provisions of Article 7 of the Framework Agreement.
8. (a) Subject to clause 8(b) and before any Undeveloped Road Allowance described in Schedule "B" is transferred from Saskatchewan to Canada, the Band shall comply with the provisions of Schedule 6 of the Framework Agreement with respect to such Undeveloped Road Allowance.
- (b) If an adverse environmental condition affecting the Undeveloped Road Allowance is identified by Canada or the Band, which condition is determined as resulting from an act or omission for which Saskatchewan bears responsibility, then Saskatchewan may retain the Undeveloped Road Allowance or shall be responsible for any remediation of the adverse environmental condition prior to transferring the Undeveloped Road Allowance to Canada.
- (c) Notwithstanding clause 8(b), if an act or omission which contributed, either directly or indirectly, to the adverse environmental condition with respect to an Undeveloped Road Allowance described in Schedule "B" is attributable to Canada or the Band prior to such Undeveloped Road Allowance being set apart as a reserve, Canada, the Band or both as the case may be, shall pay for or contribute to the cost of remediation of such adverse environmental condition in such proportion as between them is reasonable in the circumstances.
9. The Band shall register any documents in the Provincial Land Titles system or otherwise as required to convey the lands described in Schedule "B" under Article 7 of the Framework Agreement, to Canada. The costs associated with the transfer of an Undeveloped Road Allowance for reserve purposes are deemed to be purchase expenditures pursuant to Article 4.04 of the Framework Agreement.
10. Canada further agrees that forthwith upon an Undeveloped Road Allowance being set apart as a reserve, in order to replace any existing Public Utility Easements as contemplated by section 8.03 of the Framework Agreement, She will recommend to the Governor-in-Council the granting of any interest that is required therein pursuant to section 35(3) of the Indian Act and will issue any permit that is required under section 28(2) of the Indian Act, all in the forms set out in Appendix 3 to the Framework Agreement, and the Band hereby consents to the granting of such interest and the issuing of such permit.
11. The Municipality agrees that it is responsible for the maintenance of municipal roads including road allowances which responsibility may, for the protection of the travelling public, include placing appropriate signs wherever, inter alia, public roads, including road allowances are closed. The Band, at its cost, may take further steps to notify the public that the undeveloped road allowance forms part of its reserve.

12. *The Parties hereto agree that the Undeveloped Road Allowance is being transferred pursuant to the conditions set out in the attached Schedule "C" respecting access to legal survey mounds, landmarks, posts or monuments.*

RETURN OF AN UNDEVELOPED ROAD ALLOWANCE TO SASKATCHEWAN

13. *Any Undeveloped Road Allowance that is transferred to Canada for the use and benefit of the Band pursuant to the Framework Agreement, shall, at Saskatchewan's request, be returned to Saskatchewan pursuant to section 35 of the Indian Act. Saskatchewan's request for the return of an Undeveloped Road Allowance shall be communicated by letter delivered to Canada with a copy delivered to the Band. Saskatchewan's letter shall state the purpose described in section 7.02(c)(i) of the Framework Agreement for which the Undeveloped Road Allowance is required. The Band agrees to consent to the transfer, without compensation, of either the Undeveloped Road Allowance or the necessary interest in the Undeveloped Road Allowance to Saskatchewan as required. The mineral rights under the Undeveloped Road Allowance shall be retained by Canada for the use and benefit of the Band.*
14. *If at the time of the request pursuant to section 13, there are no improvements on the Undeveloped Road Allowance, or, if there are improvements, such improvements can be easily relocated:*
- (a) *Canada and the Band shall provide Saskatchewan with written authorization to access the Undeveloped Road Allowance for the purpose of placing utilities, and*
 - (b) *Canada shall within 180 days of receipt of the letter requesting the transfer of title back to Saskatchewan, transfer the Undeveloped Road Allowance back to Saskatchewan.*
15. *If transfer of title pursuant to clause 14(b) is delayed beyond the 180 days, Canada and the Band shall allow Saskatchewan and the Municipality to have access to and use of the Undeveloped Road Allowance as if the transfer were complete.*
16. *If at the time of the request pursuant to section 13, there are improvements on the Undeveloped Road Allowance which can not be easily relocated, the Band agrees that alternate land suitable for the requirements of Saskatchewan and the Municipality shall be provided to Saskatchewan and that such alternate land be transferred to Saskatchewan, excluding mineral rights. The Band shall allow access to the Land for the purpose of surveying the alternate land and placing utilities. Canada shall transfer the alternate land to Saskatchewan within 180 days after the delivery of the plan of survey to Canada.*
17. *When a permit pursuant to section 28 of the Indian Act or an easement pursuant to section 35 of the Indian Act is necessary for Saskatchewan to exercise any of its rights pursuant to this agreement, such permit or easement shall be in the form provided in the Framework Agreement unless otherwise agreed between the Band and Saskatchewan.*

18. *There shall be no compensation payable for an Undeveloped Road Allowance transferred to Canada or returned to Saskatchewan, or for any interest transferred to Saskatchewan pursuant to Article 7 of the Framework Agreement for any alternate land provided to Saskatchewan, excepting only compensation for roads, including roads on alternate land, which compensation shall be determined as provided in section 7.02(c)(iii) of the Framework Agreement.*
19. *Canada and the Band shall provide Saskatchewan and the Municipality with a reasonable opportunity to determine the environmental condition of any Undeveloped Road Allowance of which Saskatchewan requests the return pursuant to section 13 or of any alternate land provided pursuant to section 16.*
20. *If an adverse environmental condition is identified by Saskatchewan affecting the lands to be returned to Saskatchewan pursuant to section 19 and the condition is attributable to any act or omission on the part of any party to this agreement then that party shall be responsible for the cost of remediation of the adverse environmental condition. If the condition is attributable to the act or omission of more than one party to this agreement, then those parties shall be responsible for the cost of any remediation of the adverse environmental condition in such proportion as between them is reasonable in the circumstances.*
21. *Subject to Article 7 of the Framework Agreement, where the Band has located an improvement on the Undeveloped Road Allowance, the Band shall carry out any required survey, prepare any required document and register such document as may be required in the Provincial Land Titles system to give effect to a conveyance of alternate lands under Article 7 of the Framework Agreement.*

GENERAL

22. *Section 19.02(b)(iv) of the Framework Agreement provides for the arbitration of a dispute respecting the improvement upon an Undeveloped Road Allowance and whether the improvement may be easily removed. In addition, a dispute respecting responsibility for an adverse environmental condition, and suitable alternate land described in section 16 may be referred to the Arbitration Board for resolution, and the provisions of Article 7 and Article 19 of the Framework Agreement shall apply with any necessary modifications.*
23. *This Agreement shall enure to the benefit of and be binding upon Canada, Saskatchewan and the Municipality and their respective heirs, successor and assigns and upon the Band, the Band's members, and each of the members' heirs, successors, legal representatives and permitted assigns.*
24. *For the purposes of this Agreement, the place of delivery of any notice or other written communication required or permitted to be given pursuant to this Agreement, including any notice advising another party of any change of address, shall be the address provided*

for the respective party in section 20.17 of the Framework Agreement, and with respect to the Municipality which is a party to this agreement, the address of the office of the Municipality.

25. *For the purposes of this Agreement, the effective date of a receipt by Canada of a request pursuant to section 13 shall be determined as provided in section 20.18 of the Framework Agreement.*
26. *Each party to this Agreement shall pay all costs and expenses reasonably associated with the performance of that parties' obligations pursuant to this agreement, unless otherwise specifically stated.*
27. *To the extent required by the Parliament of Canada Act, R.S.C. 1985, c. P-1, no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this agreement or to any benefit not enjoyed by any other member of the public which may arise out of it.*

28. Nothing in this Agreement is intended to confirm, deny, limit, enlarge or otherwise affect any existing aboriginal or treaty rights or to be used as an interpretive aid to determine such rights.

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

Signed and Delivered
in the presence of:

The Rural Municipality of

Witness

Reeve

Witness

Administrator

The _____ Indian Band

Witness

Chief

Witness

Councillor

Witness

Councillor

Witness

Councillor

The Government of Saskatchewan

Witness

Minister of Highways and
Transportation

Witness

Minister of Energy and Mines

The Government of Canada

Witness

Minister of Indian Affairs and
Northern Development

SCHEDULE A

**THE DESCRIPTION OF RESERVE LANDS AND/OR LANDS TO BE SET APART
AS ENTITLEMENT RESERVE:**

Example;

NE-11-14-6-W2

NW-12-14-6-W2

SW-13-14-6-W2

SE-14-14-6-W2

SCHEDULE B

**DESCRIPTION OF UNDEVELOPED ROAD ALLOWANCES TO BE SET APART
AS ENTITLEMENT RESERVE:**

Example;

All that portion of the undeveloped original road allowance lying adjacent to;

The East boundary of the:

NE-11-14-6-W2

SE-14-14-6-W2

The North boundary of the:

NE-11-14-6-W2

NW-12-14-6-W2

[Add "Minerals included" as appropriate.]

SCHEDULE C

PRESERVATION, MAINTENANCE AND ACCESS TO LEGAL SURVEY
LANDMARKS, POSTS OR MONUMENTS.

1. *Any term that is used in this schedule that is defined in The Land Surveys Act shall have the same meaning as is ascribed to it in that Act.*
2. *The Band agrees that neither it nor any agent, servant or employee of the Band shall knowingly or wilfully deface, alter or remove any mound or landmark, post or monument heretofore placed by a Saskatchewan or Dominion land surveyor to mark any limit or boundary of a township, section, road or other legal subdivision of land in Saskatchewan that may be situated within, upon or adjacent to any of the undeveloped road allowances set aside as a reserve or reserves for the use and benefit of the band and that is or may be required in connection with the system of provincial land surveys and the Band further agrees that it will not authorize any of its Band members to deface, alter or remove any of the mounds, landmarks, posts or monuments.*
3. *Saskatchewan and the Band agree to meet from time to time to determine which of the mounds, landmarks, posts and monuments are or may be required for the purpose of this Schedule.*
4. *The Band further agrees that it will provide access to the mounds, landmarks, posts and monuments to any Saskatchewan land surveyor at any reasonable time in connection with his or her duties as a Saskatchewan land surveyor provided that the surveyor first notifies the Chief or, in the absence of the Chief, a councillor of the Band of his or her intention to enter upon the reserve at least 48 hours prior to the time that the surveyor intends to do so.*
5. *In the event that a surveyor employed by or acting on behalf of Saskatchewan to whom access has been provided pursuant to this Agreement causes any damage on the reserve, to crops or otherwise, Saskatchewan hereby agrees to provide compensation to the Band for those damages; in the event that any other surveyor to whom access has been provided pursuant to this Agreement causes any damage on the reserve, to crops or otherwise, he or she shall be liable to provide compensation to the Band for those damages.*
6. *Canada agrees to issue under section 28(2) of the Indian Act, R.S.C., 1985, c. I-5, as amended, any permits in form and context substantially similar to the form of Permit annexed hereto as Appendix X that might be required in order to maintain the mounds, landmarks, posts and monuments on the Band's new reserves and to ensure access to them in accordance with this Agreement and the Band hereby consents to the granting of such permits.*

7. *In the event that any new survey is required as a result of the breach of this Agreement by the Band, the Band agrees that it shall be responsible for the cost of the survey and hereby agrees to indemnify Saskatchewan for those costs.*

APPENDIX "X"

RIGHT OF ENTRY PERMIT
RESERVE #

WHEREAS Canada, Saskatchewan and the _____ Indian Band (the Band) are parties to the _____ Treaty Land Entitlement Settlement Agreement dated the ____ day of _____, 199_ (the Agreement);

AND WHEREAS the Band has acquired land in the Province of Saskatchewan to be set apart by Canada as reserve for the band's use and benefit in accordance with the Agreement;

AND WHEREAS the setting apart of the said land as reserve will render survey monuments located on the said land inaccessible to provincial land surveyors;

AND WHEREAS an agreement to provide to a designated Saskatchewan Land Surveyor access to the survey monuments located on the said land (the Access Agreement) has been executed by Canada, Saskatchewan and the Band and in compliance therewith, Canada hereby issues this Permit.

THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT (the Minister) is pleased hereby, pursuant to subsection 28(2) of the *Indian Act*, R.S.C. 1985, c. I-5, to grant permission to _____, a Saskatchewan Land Surveyor (the Permittee), to enter upon that area of the _____ Reserve No. _____, set apart for the use and benefit of the _____ Band of Indians (the Band) shown outlined on the Sketch Plan of Reserve No. _____, a copy of which is annexed hereto as Appendix "A" (the Permit Area),

FOR THE PURPOSE of providing access to, inspecting and maintaining all mounds, landmarks, posts or monuments heretofore placed upon the Permit Area by a Saskatchewan or Dominion land surveyor to mark any limit, boundary or angle of a township, section or other legal subdivision, lot, block, or other parcel of land in Saskatchewan required in connection with the Saskatchewan provincial system of land surveys.

The conditions on which this Permit is granted are as follows:

1. This Permit shall be in effect for a period of one month commencing on the date of execution of this Permit.
2. In consideration for the issuance of this Permit, the Permittee shall pay, on or before the execution of this Permit, the sum of One (\$1.00) Dollar to the Receiver General for Canada (the receipt and sufficiency of which payment is hereby acknowledged).

3. *Prior to any entry on the Permit Area, the Permittee must have in its possession a copy of this Right of Entry Permit duly executed, and must notify the Chief of the Band or, in the absence of the said Chief, a councillor of the Band of the Permittee's intention to enter upon the Reserve at least 48 hours prior to the time of intended entry.*
4. *The Permittee shall be responsible for any damage caused on the reserve to crops or otherwise, including detrimental environmental changes, resulting from the Permittee's operations.*
5. *The Permittee does hereby agree to indemnify and to save harmless the Minister from and against and to be responsible for all and any suits, damages, liabilities, losses and expense which may be suffered by the Minister arising out of the use of this Permit by the Permittee and for any damage or loss for which the Minister may have a responsibility to any third party.*
6. *The Permittee shall be responsible for removing from the Permit Area all debris, garbage and other materials brought on the Permit Area by the Permittee following completion of the Permittee's operations.*
7. *The Permittee shall have quiet and peaceful enjoyment of the Permit Area for the purpose and period hereby authorized.*
8. *This Permit shall immediately terminate and become null and void if the Permittee fails to comply with any of the terms hereof.*

SIGNED this _____ day of _____, 19____, by the Director, Lands and Trust Services of the Department of Indian Affairs and Northern Development on behalf of the Minister of Indian Affairs and Northern Development.

Witness

)
)
)
) _____
George Cornwell

The terms and conditions of this Permit are accepted this ____ day of _____, 19____.

)
)
)
) _____
Permittee

APPENDIX "B"**UNDEVELOPED ROAD ALLOWANCE AGREEMENT PROCESS**

The Saskatchewan Treaty Land Entitlement Framework Agreement ("Framework Agreement") provides for the transfer of Undeveloped Road Allowances to reserve when they are bounded on both sides by reserve and/or Entitlement reserve Land. The Framework Agreement also provides for the return of the Undeveloped Road Allowance upon the request of Saskatchewan.

The Four-Party Agreement provides additional details on conditions, requirements and timing of this process. The transfer of an Undeveloped Road Allowance, is subject to an agreement which meets the needs and objectives of all parties, as stated in section 7.01 and 7.05 of the Framework Agreement.

The expectation in all cases is that a Four-Party Agreement will be achieved based on the model agreement. All parties to the Agreement will be required to negotiate in good faith to obtain a Four-Party Agreement. A Three-Party Agreement would only be considered in exceptional circumstances referred to in Paragraph 4 of the MOU.

PROCESS

Timing is of the essence and the parties agree to use their best efforts to initiate and complete the necessary process in a timely manner.

Process A: *Negotiation of the Agreement Between the First Nation and the Affected Rural Municipality.*

- 1. The First Nation shall present a draft agreement to the Municipality, seven days prior to a scheduled RM council meeting, including:*
 - a) a description of the lands to be set apart as Reserve under the Framework Agreement in a draft Schedule A, also a desk map or a municipal map of the subject lands.*
 - b) a description of the Undeveloped Road Allowances being requested in a draft Schedule B. The requested Undeveloped Road Allowances must be bounded on both sides by Reserve or lands to be set aside as Entitlement Reserve.*
- 2. The Municipality shall review the terms and conditions of the agreement and provide in writing to the First Nation and Saskatchewan (SIMAS), within seven days after the date of the RM council meeting:*
 - a) any suggested amendments or additions to the proposed agreement.*

- b) *a legal description of any Undeveloped Road Allowances which are to be retained for public access and are to be developed within the next two years for provincial road purposes.*
 - c) *a copy of the amended agreement and Schedule B along with any revised desk maps or municipal maps.*
 - 3. *Upon agreement as to the terms and conditions the First Nation shall forward four copies of the signed Agreement and draft Schedules A and B to Canada, Saskatchewan (SIMAS) and the Municipality.*
 - 4. *If the terms of a proposed agreement and schedules are not negotiated successfully within the maximum of 45 days, from the date of the RM council meeting at which the agreement was first tabled, the First Nation and the Municipality, will submit a written explanation outlining the reasons for non-agreement and any related correspondence to Canada and Saskatchewan (SIMAS).*

Process B: Provincial Review and Execution.

- 1. *Saskatchewan (SIMAS) will review the submission under A3 or A4 with appropriate officials and, if it is determined after such review that one of the parties is acting unreasonably in refusing to sign the Four-Party Agreement, Saskatchewan and Canada will recommend to proceed with either a Four-Party or Three-Party Agreement.*
- 2. *Saskatchewan will initiate a review of all affected provincial departments and Crown Corporations to identify any existing facilities, third party interests, legislative requirements, or approvals and respond to Canada and the Band:*
 - a) *if the land has been previously canvassed pursuant to 11.03 of the Framework Agreement, within 45 days; or*
 - b) *if the land has not been previously canvassed pursuant to 11.03 of the Framework Agreement, within 90 days.*
- 3. *Saskatchewan shall sign the Agreement which is subject to:*
 - a) *legislative requirements under The Federal/Provincial Agreements Act;*
 - b) *confirmation that all third party interests have been cleared;*
 - c) *confirmation that mines and minerals have been dealt with; and*
 - d) *obtaining any necessary replacement land control or public utility permits and planning approvals.*

4. *Saskatchewan shall forward four copies of the signed Agreement in trust:*
 - a) *subject to the execution of the agreement and completion of transaction;*
 - b) *subject to the transfer of mines and minerals; and*
 - c) *together with an order closing the road and transfer of administration and control to Canada to be set aside as Entitlement Reserve.*

Process C: Federal Review and Execution.

1. *Canada shall provide to Saskatchewan a draft Schedule containing the legal descriptions of the Undeveloped Road Allowances to be set apart as Reserve or Reserves and allow 21 days for confirmation of the legal description.*
2. *Canada will sign the Agreement and recommend the issuance of an Order in Council setting aside the entitlement land as described in Schedule A and the Undeveloped Road Allowance described in Schedule B as Entitlement Reserve and:*
 - a) *register the documents provided in trust from Saskatchewan in the Provincial Land Titles System.*
 - b) *issue any required replacement permits/easements as required under the Framework Agreement.*
 - c) *give notice and provide to the parties copies of the final signed Agreement, attached Schedules and a certified true copy of the Order in Council.*

REVIEW PROCESS

The parties undertake to review this process to ensure that it meets the needs of the parties on an on-going basis and in any event within one year.