

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN

MISSISSAUGA FIRST NATION

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

June 1st, 2009
(Date for reference purposes)

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This Agreement made in duplicate this ____ day of _____, 20__.

**INDIVIDUAL AGREEMENT
ON
FIRST NATION LAND MANAGEMENT**

BETWEEN:

MISSISSAUGA FIRST NATION, as represented by their Chief and Council (hereinafter called the "Mississauga First Nation" or the "First Nation")

AND

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

("the Parties")

WHEREAS the Framework Agreement on First Nation Land Management was signed by Canada and fourteen first nations in 1996 (the "Framework Agreement") and was ratified and brought into effect by the *First Nations Land Management Act*, S.C. 1999, c. 24 (the "Act");

AND WHEREAS the First Nation has been added as a signatory to the Framework Agreement by an Adhesion signed by the First Nation and Canada on March 31st, 2003;

AND WHEREAS the First Nation and Canada wish to provide for the assumption by the First Nation of responsibility for the administration of Mississauga First Nation Land in accordance with the Framework Agreement and the Act;

AND WHEREAS clause 6.1 of the Framework Agreement and subsection 6(3) of the Act require the First Nation to enter into an individual agreement with the Minister for the purpose of providing for the specifics of the transfer of administration;

AND WHEREAS subsection 6(3) of the Act further requires that the individual agreement provide for the date and other terms of the transfer to the First Nation of Canada's rights and obligations as grantor of interests and licenses in relation to the land, the environmental assessment process that will apply to projects until the enactment of applicable First Nation laws, and any other relevant matter;

AND WHEREAS clause 6.1 of the Framework Agreement further requires that the individual agreement settle the actual level of operational funding to be provided to

the First Nation;

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

1) INTERPRETATION

a) In this Agreement,

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

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

"Mississauga First Nation Land" means the land to which the Land Code will apply and more specifically means the Reserve known as number 8 as described in Annex "G" and includes all the interests in and resources of the land that are within the legislative authority of Parliament.

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

"Framework Agreement" means the *Framework Agreement on First Nation Land Management*, signed by the Minister and fourteen first nations on February 12, 1996, as amended;

"Funding Arrangement" means an agreement between Canada and the Mississauga First Nation for the purpose of providing funding to the Mississauga First Nation, during the Fiscal Year(s) identified in the agreement, for the First Nation programs, services and activities described in the agreement;

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

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

"Minister" means the Minister of Indian Affairs and Northern Development and his or her duly authorized representatives;

"Operational Funding" means the resources to be provided by Canada to the Mississauga First Nation pursuant to clause 30 of the Framework Agreement to manage First Nation lands and make, administer and

enforce its laws under a land code;

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

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

2. INFORMATION PROVIDED BY CANADA

- 2.1 In accordance with clause 6.3 of the Framework Agreement, the Minister has provided the First Nation with the following information:
- i) a list, attached as Annex “C”, and copies, or access to copies, of all the interests and licences granted by Canada in or in relation to the Mississauga First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register;
 - ii) a list, attached as Annex “D”, and copies of all existing information in Canada’s possession, respecting any actual or potential environmental problems with the Mississauga First Nation Land; and
 - iii) a list, attached as Annex “E”, and copies of any other information in Canada’s possession that materially affects the interests and licences mentioned in clause 2.1(a).
- 2.2 The First Nation hereby acknowledges that it has received or been provided access to all the documents referred to in clause 2.1.

3. TRANSFER OF LAND ADMINISTRATION

- 3.1 As of the date the Land Code comes into force, Canada transfers to the First Nation the administration of the Mississauga First Nation Land, including, without limitation, all of the rights and obligations of Canada as grantor in respect of the interests and licences in relation to Mississauga First Nation Land that exist on the coming into force of the Land Code.
- 3.2 As of the date the Land Code comes into force, the First Nation shall be responsible for, among other responsibilities identified in this Agreement, the

Framework Agreement and the Act, the following:

- (a) the collection of all rents and other amounts owing, payable or accruing pursuant to any instrument granting an interest or a license in Mississauga First Nation Land; and
 - (b) the performance of any powers, authorities, covenants, terms and conditions under the instruments referred to in paragraph (a) which, but for the transfer, would have been Canada's responsibility.
- 3.3 The Parties acknowledge that the transfer of administration set out in this Agreement is subject to section 39 of the Act, which provides for the continuation of the application of the *Indian Oil and Gas Act*.
- 3.4 Without affecting or limiting the foregoing, Canada agrees to resolve those issues affecting Mississauga First Nation Land as specifically listed in Annex "E" where Canada is identified in such Annex as the person/entity responsible.

4. ACCEPTANCE OF TRANSFER OF LAND ADMINISTRATION

- 4.1 As of the date the Land Code comes into force, and in accordance with the Framework Agreement and section 18 of the Act:
- (a) the land management provisions of the Indian Act, as listed in clause 21 of the Framework Agreement and section 38 of the Act, cease to apply and Canada retains no powers in relation to Mississauga First Nation Land under these provisions;
 - (b) the First Nation shall have all the powers required to manage Mississauga First Nation Land and resources; and
 - (c) the First Nation shall commence administering Mississauga First Nation Land pursuant to its Land Code.
- 4.2 The First Nation, pursuant to the Framework Agreement and the Act, hereby accepts the transfer of land administration from Canada.

5. OPERATIONAL FUNDING

- 5.1 As provided in clause 30.1 of the Framework Agreement, Canada shall provide the First Nation with Operational Funding in accordance with Annex "A" for the period commencing on the date that the Land Code comes into force and ending March 31, 2011.
- 5.2 Subject to appropriation by Parliament and the approval of the Treasury Board, Operational Funding for Fiscal Years after the end date set out in clause 5.1 will be calculated and provided in accordance with the Operational Funding Formula in effect at that time.

5.3 The Operational Funding referred to in clauses 5.1 and 5.2 will be incorporated by the Parties into the First Nation's Funding Arrangement in effect in the year in which the payment is to be made. For greater certainty, payment of Operational Funding will be subject to the terms and conditions of the Funding Arrangement into which it is incorporated.

6. TRANSFER OF REVENUES

6.1 In accordance with section 19 of the Act, on the coming into force of the Land Code, all revenue moneys collected, received or held by Canada for the use and benefit of the First Nation or its members cease to be Indian Moneys and shall be transferred to the First Nation. Accordingly, Canada shall

(a) within 30 days of the Land Code coming into force, or

(b) upon notice in writing from the First Nation which shall specify either April 15 or October 15 of the year the Land Code comes into force,

transfer to the First Nation the revenue moneys described in Annex "B".

6.2 Revenue moneys payable pursuant to clause 6.1 shall be deposited in the First Nation's account at such financial institution as the First Nation may direct.

6.3 For greater certainty, the transfer of the revenue moneys does not release the First Nation from its commitment to reimburse Canada for any amount paid as a result of a default under any loan entered into by the First Nation or any of its members and guaranteed by Canada in accordance with the terms and conditions relating to Ministerial Loan Guarantees.

6.4 For greater certainty, all Indian moneys deemed to be capital moneys pursuant to section 62 of the Indian Act are not to be transferred to the First Nation pursuant to this Agreement.

7. NOTICE TO OTHER PERSONS OF TRANSFER OF ADMINISTRATION

7.1 Immediately following approval of the Land Code and this Agreement by the members of the First Nation, the First Nation shall give written notice (the "Notice of Transfer of Administration"), by registered mail, to each person

(a) who is not a member of the First Nation; and

(b) who holds an interest or a licence in relation to Mississauga First Nation Land that is recorded in the Reserve Land Register or the Surrendered and Designated Lands Register.

- 7.2 The Notice of Transfer of Administration must inform the person that
- (a) the administration of Mississauga First Nation Land and Canada's rights in Mississauga First Nation Land, other than title, have been transferred to the First Nation effective the date this Land Code comes into force;
 - (b) the person must pay to the First Nation at the address provided in this Agreement, all amounts owing, payable or due under the person's interest or licence on or after that date; and
 - (c) as of that date, the First Nation shall be responsible for the performance of any powers, authorities, covenants, terms and conditions under that instrument that, but for the transfer of administration, would have been Canada's responsibility.
- 7.3 The Mississauga First Nation shall deliver to Canada a copy of every Notice of Transfer of Administration and a copy of every acknowledgement of receipt of the Notice of Transfer of Administration received by the First Nation within 30 days of the issuance or receipt of the same.

8. INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

- 8.1 As of the date the Land Code comes into force, the environmental assessment process set out in Annex "F" will apply to projects on Mississauga First Nation land until the enactment of First Nation laws in relation to that subject.

9. AMENDMENTS

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

10. NOTICES BETWEEN THE PARTIES

- 10.1 Any notice or other official communication under this Agreement between the Parties must be in writing addressed to the Party for whom it is intended.
- 10.2 The notice referred to in clause 10.1 will be effective using any one of the following methods and will be deemed to have been given as at the date specified for each method:
- i) by personal delivery, on the date upon which notice is delivered;
 - ii) by registered mail or courier, the date upon which receipt of the notice is acknowledged by the other party; or

- iii) by facsimile or electronic mail, the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed or deemed.

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

Canada:

Director, Lands and Trust Services
Department of Indian Affairs and Northern Development
Ontario Region

25 St. Clair Avenue East, 8th Floor

Fax: 416-954-4328

Mississauga First Nation

Band Manager

P.O. Box 1299
Blind River ON P0R 1B0

Fax: 705-356-1740

11. DISPUTE RESOLUTION

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

12) DATE OF COMING INTO FORCE

12.1 The Parties acknowledge that the Land Code and this Agreement must be approved by the members of the First Nation in accordance with the Framework Agreement and the Act.

12.2 This Agreement shall come into full force and effect on the date the Land Code comes into force.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

MINISTER:

Minister Chuck Strahl

CHIEF

Chief Douglas Daybutch

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

ANNEX "A"

FUNDING PROVIDED BY CANADA

- (a) Operational Funding will be paid for the Fiscal Year(s) ending March 31, 2011, as set out in the table below.
- (b) Operational Funding for the first Fiscal Year has been calculated in accordance the Operational Funding Formula and shall be prorated based on the number of months from the date that the Land Code comes into force to the end of the first Fiscal Year. The amount to be prorated is set out in the table.
- (c) Subject to appropriation by Parliament and the approval of the Treasury Board, Operational Funding for Fiscal Years after the end date set out in (a) above will be calculated and provided in accordance with the Operational Funding Formula in effect at that time.

OPERATIONAL FUNDING	
1 st FISCAL Year	\$ 85,051 (This amount shall be prorated in accordance with (b) above.)
Subsequent FISCAL Years	Subject to (c) above, Operational Funding will be calculated and paid each Fiscal Year based on the Operational Funding Formula in effect at the time.

ANNEX B

LIST OF MONEYS PAYABLE BY CANADA

1. As of the 1st day of June, 2009, Canada is holding \$ 119,844.04 of revenue moneys for the benefit of the First Nation.
2. Canada shall, on a quarterly basis, transfer to the First Nation any other revenue moneys received after the date the Land Code comes into force, including any interest accrued on those moneys while they were held in the Consolidated Revenue Fund.

ANNEX C

LIST OF REGISTERED INTERESTS AND LICENCES GRANTED BY CANADA

The following reports describing all interests and licenses granted by Canada in or in relation to the Mississauga First Nation Land that are recorded in the Reserve Land Register and the Surrendered and Designated Lands Register are available for review at the Mississauga First Nation Administration Office:

- Reserve General Abstract Reports for:
 - Mississauga River Indian Reserve No. 8
- Lawful Possessors Reports for:
 - Mississauga River Indian Reserve No. 8
- Lease or Permits Reports for:
 - Mississauga River Indian Reserve No. 8

The above reports identify all interests or licenses granted by Canada that are registered in the Indian Lands Registry System (ILRS).

ANNEX D

LIST OF INFORMATION PROVIDED BY CANADA RELATING TO ENVIRONMENTAL CONDITIONS OF FIRST NATION LANDS

Executive Summary. Phase 1 Environmental Site Assessment. Mississauga First Nation Territory, Ontario. Prepared for Mississauga First Nation. Prepared by Henderson Paddon & Associates Limited, August 2003.

Executive Summary. Phase II Environmental Site Assessment. Mississauga First Nation Territory, Ontario. Prepared for Mississauga First Nation. Prepared by Henderson Paddon & Associates Limited, April 2005.

Issues of Concern: No issues which may pose a potential environmental concern to the Mississauga First Nation Land were identified as a result of these Phase I and Phase II Environmental Site Assessments.

ANNEX E

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

- No other information of this type was identified and provided as of June 1, 2009.

ANNEX F

INTERIM ENVIRONMENTAL ASSESSMENT PROCESS

(1) The Parties agree that the provisions on environmental assessment in this Annex are without prejudice to any subsequent environmental assessment process they may agree upon in accordance with Clause 25.1 of the Framework Agreement for incorporation in First Nation laws respecting environmental assessment. The provisions in this Annex apply until replaced by First Nation laws respecting environmental assessment.

(2) When the First Nation is considering the approval, regulation, funding or undertaking of a project on Mississauga First Nation Land that is not described in the exclusion list as defined in the Canadian Environmental Assessment Act (the "CEA Act"), the Council of the First Nation shall ensure that an environmental assessment of the project is carried out, at the expense of the First Nation or the proponent, in accordance with a process that is consistent with that of the CEA Act. Such assessment shall be carried out as early as practicable in the planning stages of the project before an irrevocable decision is made.

(3) The First Nation shall not approve, regulate, fund, or undertake the project unless the Council has concluded, taking into consideration the results of the environmental assessment, any economically and technically feasible mitigation measures identified as necessary during the assessment, and any public comments received during the assessment, that the project is unlikely to cause any significant adverse environmental effects or that any such effects are justifiable under the circumstances.

(4) If the First Nation approves, regulates, funds, or undertakes the project, the First Nation shall ensure that all mitigation measures referred to in clause (3) are implemented at its expense or it is satisfied that another person or body will ensure their implementation. The Council shall also consider whether a follow-up program, as defined in the CEA Act, is appropriate in the circumstances and if so, shall design a follow-up program and ensure its implementation.

ANNEX G

LEGAL DESCRIPTION OF MISSISSAUGA FIRST NATION LAND

Land Description of Reserve Lands that will be subject to the Land Code of the Mississauga First Nation under the First Nations Land Management Act.

Reserve lands within the Province of Ontario, Canada in the District of Algoma,

Comprised of the following lands, including mines and minerals, described as follows:

All that portion of Mississagi River Indian Reserve No. 8, as shown on Plan 90495 recorded in the Canada Lands Surveys Records (CLSR).

Total lands, including mines and minerals, containing 658 square metres (0.160 acres) more or less.

The Natural Resources Canada First Nations Land Management Legal Description Report is available for review at the Mississauga First Nation Administration Office.