

SCHEDULE “3”

DESIGNATION FOR EASEMENT ON THE MUSCOWPETUNG RESERVE

WHEREAS:

1. The Muscowpetung Band of Indians (herein the “First Nation”) is a band as defined pursuant to subsection 2(1) of the *Indian Act*;
2. The Muscowpetung Indian Reserve No. 80 in the Province of Saskatchewan is a Reserve within the meaning of the *Indian Act* which has been set apart for the use and benefit of the First Nation;
3. The First Nation submitted to Her Majesty The Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (“Canada”) a Specific Claim under Canada’s Specific Claims Policy on June 26, 1986 alleging the unauthorized construction and operation of the Echo Lake water control structure (the “Structure”) resulting in the flooding of a portion of its existing reserve lands from 1943 to the present (the “Specific Claim”);
4. The First Nation and Canada have negotiated the *Muscowpetung Saulteaux Flooding Claim Settlement Agreement* dated for reference August 22, 2012 in order to achieve final settlement of the Specific Claim (the “Settlement Agreement”);
5. Her Majesty the Queen in Right of Saskatchewan as represented by the Minister of Environment (“Saskatchewan”), the First Nation and Canada have also negotiated and agreed to those terms necessary to facilitate the settlement of the Specific Claim and for the flooding of reserve land pursuant to the terms of the *Tripartite Agreement to Facilitate the Muscowpetung Saulteaux Flooding Claim Settlement Agreement* dated for reference August 22, 2012 (the “Tripartite Agreement”);
6. The First Nation has agreed, pursuant to the Settlement and Tripartite Agreements and in accordance with subsection 38(2) and section 39 of the *Indian Act*, to designate and authorize Canada to grant an Easement, as referenced below, on its reserve lands; and
7. This designation has been assented to by a majority of the electors of the First Nation in accordance with the *Indian Act* on the _____ day of _____ , _____.

WITNESS THAT, pursuant to subsection 38(2) of the *Indian Act*, the First Nation hereby designates the reserve lands described in Appendix “A” attached (the “Easement Lands”) for the purpose of giving Canada the authority to grant an Easement to:

- a. the Saskatchewan Watershed Authority (the “Watershed Authority”), its successors or permitted assigns; or
- b. its successor ministry, agency or Crown corporation having statutory authority over water management in the Province of Saskatchewan at the date of issuance of the Easement;

(the “Easement Holder”)

respecting all the rights and interests of the First Nation and its members in the Easement Lands for as long as the Easement is required for the purposes set out in the Easement Agreement, subject to all registered third party encumbrances on the Easement Lands at the date of this designation, which are: NIL.

TO HAVE AND TO HOLD the Easement Lands unto Canada for as long as the Easement is required by the Easement Holder and begins upon the acceptance of this designation by the Governor General in Council with full authority to Canada to grant to the Easement Holder the right, liberty, licence, privilege and easement to use, occupy and flood the Easement Lands in accordance with the terms and conditions of the *Easement Agreement for Flooding*, attached hereto as Schedule “B”, in a form and content substantially similar to the *Instrument of Grant*, attached hereto as Schedule “A”, or other instrument having similar effect, granting, transferring and conveying an easement, (collectively referred to as the “Easement”).

AND FOR FURTHER PURPOSES of granting such easements, permits, rights-of-way, licences and amendments of such interests or rights as may be necessary or ancillary in respect of the primary purposes of the Easement or this designation.

ON THE CONDITION THAT:

1. subject to Clause 5, all terms and conditions of all permits, easements, rights-of-way, licences and amendments of them granted pursuant to this designation be approved by a resolution, in writing, from the Council of the First Nation and that no such right or interest will be of a duration extending beyond the term of this designation;
2. the Governor in Council may revoke or amend this designation respecting the whole or any part of the Easement Lands on receipt of a resolution, in writing, by the Council of the First Nation requesting the revocation or amendment, provided that there are no rights or interests, legal or equitable, vested or contingent, then in existence for that part of the Easement Lands affected by the proposed revocation or amendment of this designation;

3. notwithstanding the term and purposes of this designation, the First Nation authorizes the Council of the First Nation, on the First Nation's behalf and subject to the approval of the Governor General in Council, to amend this designation by a resolution, in writing, from the Council of the First Nation for the purposes of amending the name of the Easement Holder on all necessary documents, correcting a clerical omission, mistake, or manifest error or other minor amendments all of which shall be determined by Canada;
4. the granting of this designation or the Easement shall not preclude the First Nation from advancing any claim or other proceedings in relation to:
 - a. ownership of the beds and shores of the Qu'Appelle River and Pasqua Lake, including a claim to minerals, but any such claim or proceeding shall not include a claim for compensation related to past and future flooding of the beds and shores arising from the operation of the Structure;
 - b. future flooding of any reserve lands or other lands owned by the First Nation which may occur outside the Easement Lands without the consent of the First Nation;
 - c. any reserve lands which may be located on the north side of the Qu'Appelle River and Pasqua Lake not registered as reserve lands in the Indian Lands Registry as of the Effective Date;
 - d. the construction and operation of the Katepwa Weir;
 - e. any claim which the First Nation may advance against Saskatchewan or Canada in relation to, or as a result of, the channelization of the Qu'Appelle River Channel, including but not limited to, the Craven-Pasqua Lake River Channel construction alterations and modifications adjacent to or comprising any part of the First Nation; and
 - f. any other claim unrelated to the Specific Claim.
5. If the First Nation is successful in a claim or proceeding pursuant to clause 4(a) above or if for any other reason the Survey Plan referred to in the Settlement Agreement is modified by a new survey plan in accordance with applicable law, the First Nation hereby authorizes and directs Canada to amend the necessary documents, including this designation and the *Easement Agreement for Flooding*, to include as Easement Lands such additional reserve lands as is necessary to give effect to the terms of the Tripartite Agreement and Canada shall make the necessary amendments.

IN WITNESS WHEREOF the undersigned have on behalf of the First Nation set their hands this ____ day of _____, _____.

SIGNED BY:

IN THE PRESENCE OF

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Signature

Name of Witness

Position

APPENDIX "A" TO THE DESIGNATION FOR EASEMENT
ON THE MUSCOWPETUNG RESERVE

All that portion of the Muscowpetung Indian Reserve number 80 shown as Flood
Claim Easement on the

PLAN OF SURVEY SHOWING FLOOD CLAIM EASEMENT AFFECTING

PLAN 176 CLSR,

PLAN 1931 CLSR,

PLAN 55144 CLSR,

PLAN 58648 CLSR,

PLAN 58938 CLSR,

SECTIONS 14 TO 19, TP. 21, R. 16, W2M. AND ADJOINING ROAD

ALLOWANCES MUSCOWPETUNG INDIAN RESERVE NO. 80

PROVINCE OF SASKATCHEWAN

Containing 460.83hectares (1138.73acres) more or less.

Signed by Ronald J. Eichel C.L.S., S.L.S. on the 13th day of August, 2012