



Land Law

DRAFT – SEPTEMBER 25, 2023

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PREAMBLE

Whereas Anishinabēk Laws are embedded within humanity’s inherent relationship with Aki (the Land), and because Aki is an inseparable part of Creation and the Spirits, humanity’s relationship with Aki exists concurrently in the larger relationship with Creation (the “Relationship”).

And Whereas Anishinabēk Laws are founded upon the obligations in the Relationship and upon the principal of upholding a healthy balanced relationship with Aki. This idea is a part of the principles of Bimaadiziwin.

Further that all humans are citizens of the Relationship and obligated to maintain balance within the Relationship as citizens among Its laws.

Further that Anishinabek sovereignty and citizenship is founded upon the inherent relationship with Aki.

Further that every citizen must steward these obligations with humility, respect, and awareness for all members of the Relationship as we go about our activities and undertakings.

Further that Canada sees its relationship with Aki in a way that is fundamentally different from how Anishinabēk see their relationship with Aki.

Further that Canada also defines their relationship with the Anishinabēk in a manner that is consistent with their laws and worldview.

Further that as signatories to the United Nations Declaration on the Rights of Indigenous Peoples, Canada has undertaken to honour and respect Anishinabēk Laws and the Relationship upon which those Laws are based.

Further that Zagimē Anishinabēk are obligated by legal principle of Bimaadiziwin to work with Canada, as contemporary citizens of the Relationship, and to endeavor to achieve a healthy, balanced dialogue between our legal systems.

Further that the Framework Agreement sets out the terms on which Canada will agree for First Nations to withdraw their reserve land from the land management provisions of the *Indian Act*.

Further that Zagimē Anishinabēk became a signatory to the Framework Agreement on November 20, 2017.

Further that in the spirit of reconciliation and the reestablishment of our Indigenous Laws, Zagimē Anishinabēk will engage with Canadian law while we transition towards meeting our solemn and inherent obligations toward the renewal of our relationship with Creation, Aki, and the sovereign Laws to which we are inherently bound.

**NOW THEREFORE, THIS LAND LAW IS HEREBY ENACTED AS THE
FUNDAMENTAL LAND LAW OF ZAGIMĒ ANISHINABĒK.**

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PART 1 - DEFINITIONS

Definitions

1.1 In this Land Law:

“**Annual Report**” means a report prepared in accordance with section 10.4;

“**Canada**” means His Majesty the King in Right of Canada;

“**Citizen**” means a person whose name appears on the band list of Zagimē Anishinabēk;

“**Community Engagement Session**” means a session held for the purposes of this Land Law in accordance with Part 4;

“**Community Land**” means any Zagimē Anishinabēk Land held on behalf of and for the benefit of all Citizens and over which no Interests or Licences incompatible with community use have been granted;

“**Council**” means the Chief and Council of Zagimē Anishinabēk or any successor leadership of Zagimē Anishinabēk;

“**Court**” includes a justice of the peace appointed in accordance with this Land Law and with authority in respect of the matter;

“**Designation**” means a designation of reserve lands made by Zagimē Anishinabēk to Canada in accordance with section 38(2) of the *Indian Act*;

“**Eligible Voter**” means, for the purpose of voting in respect of Land matters under this Land Law, a Citizen who is at least 18 years of age on or before the day of the Vote;

“**Exchange of Land**” means an absolute surrender of Land made in exchange for the addition of other lands to a Zagimē Anishinabēk reserve in accordance with the process set out in section 6.4;

“**Financial Administration Law**” means the Financial Administration Law enacted by Zagimē Anishinabēk on ◆, 2023 and approved by the First Nations Fiscal Management Board in accordance with the *First Nations Fiscal Management Act*, SC 2005, c 9, as amended from time to time;

“**Framework Agreement**” means the Framework Agreement on First Nation Land Management, entered into between Canada and the signatory First Nations on February 12, 1996, and amended to include Zagimē Anishinabēk on November 20, 2017;

“**grant**”, in relation to Interests and Licences, includes to dispose of;

“**Indian Act**” means the *Indian Act*, RSC 1985, c I-5, as amended from time to time;

“**Indian Lands Registry System**” means the land registry of that name administered by Canada in accordance with the *Indian Act*;

“**Individual Agreement**” means the agreement of that name providing for the level of Land Law operational funding for Zagimē Anishinabēk and the specifics of the transfer of administration between Canada and Zagimē Anishinabēk;

“**Interest**” means any legal interest or estate in Land;

“**Justice of the Peace**” means a person appointed as a justice of the peace in accordance with Part 9;

“**Land**” or “**Zagimē Anishinabēk Land**” means any Zagimē Anishinabēk reserve land that is subject to this Land Law in accordance with section 2.2;

“**Land Enactment**” means a law enacted in accordance with Part 3;

“**Land Register**” means the register established pursuant to clause 51 of the Framework Agreement and regulated by the *First Nations Land Registry Regulations*, SOR/2007-231, or any successor register that may be established to replace the Land Register;

“**Licence**” means any right of use or occupation of Land other than an Interest or Sub-Interest;

“**Notice**” means notice provided in accordance with section 2.7;

“**Protected Site**” means an area with cultural, heritage, environmental or other value to Zagimē Anishinabēk and designated as a Protected Site in accordance with a Land Enactment;

“**Saskatchewan**” means His Majesty the King in Right of Saskatchewan or the province of Saskatchewan, as the context requires;

“**Spouse**” means a person who is either:

- (a) legally married to a Citizen; or
- (b) subject to any Land Enactments, cohabitating with a Citizen in a conjugal relationship, having so cohabited for a period of at least six months;

“**Sub-Interest**” means an Interest registered against another Interest in accordance with this Land Law;

“**United Nations Declaration on the Rights of Indigenous Peoples**” means the United Nations Declaration on the Rights of Indigenous Peoples adopted by the United Nations General Assembly on September 13, 2007;

“**Verifier**” means the person appointed as the verifier for the purposes of this Land Law in accordance with the Framework Agreement;

“**Vote**” means a vote carried out for the purposes of this Land Law in accordance with the process set out in Part 5;

“**Zagimē Anishinabēk**” means Zagimē Anishinabēk, a band within the meaning of the *Indian Act*, and includes any successor to, or replacement of, Zagimē Anishinabēk;

“**Zagimē Anishinabēk Conflict of Interest Policy**” means the Sakimay First Nations Conflict of Interest Policy adopted on June 19, 2008, as amended from time to time.

- 1.2** Council may make a Land Enactment to define any undefined word used in this Land Law.

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PART 2 - PURPOSE AND INTERPRETATION

Purpose

- 2.1** The purpose of this Land Law is to set out the principles, rules and administrative structures that apply to Zagimē Anishinabēk Land and by which Zagimē Anishinabēk governs that Land.

Zagimē Anishinabēk Land

- 2.2** The following Zagimē Anishinabēk Land is subject to this Land Law:
- (a) reserve Land described in Annex “G” of the Individual Agreement;
 - (b) reserve land made subject to this Land Law after this Land Law comes into effect; and
 - (c) land added to reserve after this Land Law comes into effect.

Interpretation

- 2.3** In this Land Law:
- (a) a reference to Land includes:
 - (i) water, beds underlying water and any riparian rights;
 - (ii) all renewable and non-renewable natural resources;
 - (iii) all Interests and Licences granted by Canada before this Land Law comes into force and listed in Annex “C” of the Individual Agreement; and
 - (iv) all Interests and Licences granted by Zagimē Anishinabēk after this Land Law comes into effect;
 - (b) any undefined words or terms have the same meaning as in the Framework Agreement unless the context otherwise requires;
 - (c) the word “shall” signifies an obligation that, unless this Land Law provides to the contrary, must be carried out as soon as practicable after this Land Law comes into effect or the event that gives rise to the obligation;
 - (d) unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
 - (e) “or” is used in its inclusive sense, meaning A or B, or both A and B;

- (f) “and” is used in its joint sense, meaning A and B, but not either alone;
- (g) titles and headings have been inserted in the Land Law for convenience of reference only, and are not interpretive aids;
- (h) unless otherwise clear from the context, whenever the singular is used, it includes the plural, and the use of the plural includes the singular;
- (i) all references to a time period of days means consecutive days and not business days, unless indicated otherwise;
- (j) where the time limited for the doing of an act expires or falls on a Saturday or Sunday, or a Zagimē Anishinabēk, federal or provincial holiday, the act may be done on the next day that is not a Saturday, Sunday or holiday;
- (k) where the time limited for the doing of an act in the Zagimē Anishinabēk administration office falls on a day when the office is not open, the act may be done on the next day that the office is open;
- (l) where there is a reference to a number of days or a number of days between two events, in calculating that number of days, the days on which the events happen are excluded; and
- (m) the principles set out in the Preamble to this Land Law shall be used to interpret this Land Law, where applicable.

2.4 Subject to section 2.5, any Zagimē Anishinabēk codes, laws, plans and policies that are in force on the day before this Land Law comes into effect continue to have effect after this Land Law comes into effect.

2.5 If there is an inconsistency or conflict between this Land Law and:

- (a) any other law, regulation or policy of Zagimē Anishinabēk, including a Land Enactment or a by-law enacted in accordance with section 81 of the *Indian Act*, this Land Law prevails to the extent of the inconsistency or conflict;
- (b) the Framework Agreement, the Framework Agreement prevails to the extent of the inconsistency or conflict; and
- (c) the Financial Administration Law, the Financial Administration Law prevails to the extent of the inconsistency or conflict.

Rights not affected

2.6 This Land Law does not affect:

- (a) any Aboriginal, Treaty, inherent or other rights or freedoms that pertain now or in the future to Zagimē Anishinabēk;
- (b) the rights of Zagimē Anishinabēk recognized by the United Nations Declaration on the Rights of Indigenous Peoples;
- (c) the duties and obligations of Canada to Zagimē Anishinabēk, except as specifically provided in the Framework Agreement or this Land Law;
- (d) the by-law making authority recognized in section 81 of the *Indian Act*; or
- (e) the eligibility of Zagimē Anishinabēk or any Member to participate in or benefit from programs established by Canada or Saskatchewan, in accordance with criteria established for those programs from time to time.

Notice

2.7 Where this Land Law requires Notice to be provided, that Notice must be posted:

- (a) at the Zagimē Anishinabēk administration office;
- (b) electronically in a location accessible to Citizens; and
- (c) in any other way that Council considers necessary or advisable.

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PART 3 - LAND ENACTMENTS

Authority

- 3.1** Council may, in accordance with the process set out in this Part, make Land Enactments respecting Zagimē Anishinabēk Land, including the development, conservation, protection, management, use and possession of Zagimē Anishinabēk Land.

Delegation

- 3.2** Council cannot delegate its authority under section 3.1.

Application

- 3.3** (a) The procedure set out in this Part applies to proposed new Land Enactments, proposed amendments to existing Land Enactments and proposed repeals of Land Enactments.
- (b) The procedure set out in this Part does not apply to regulations if a Land Enactment sets out a different procedure for making those regulations.

Proposal for Land Enactment

- 3.4** (a) The development of a Land Enactment may be proposed by a member of Council at a duly convened meeting of Council.
- (b) A proposal under subsection (a) must be in writing and include an overview of the subject matter, issue or concern the proposed Land Enactment is intended to address.

Procedure upon receipt of proposal

- 3.5** Upon receipt of a proposal for the development of a Land Enactment, Council may:
- (a) table the proposal for further review;
- (b) reject the proposal; or
- (c) approve the proposal, with any modifications that Council considers necessary or advisable, and direct the preparation of a draft Land Enactment to address the matters set out in the approved proposal.

Procedure upon receipt of draft Land Enactment

- 3.6** Upon receipt of a draft Land Enactment prepared in accordance with section 3.5(c), Council may:
- (a) table the draft Land Enactment for further review;

- (b) reject the draft Land Enactment; or
- (c) subject to section 3.7, enact the Land Enactment, with any modifications that Council considers necessary or advisable.

Pre-enactment requirements

3.7 Before enacting a Land Enactment, Council shall:

- (a) provide at least 7 days' Notice of the draft Land Enactment; and
- (b) ensure that any Citizen engagement requirements under this Land Law and applicable Land Enactments have been met.

Urgent matters

- 3.8**
- (a) Council may enact a Land Enactment without the preliminary steps ordinarily required if Council is of the opinion that the Land Enactment is needed urgently for public health and safety or to protect Zagimē Anishinabēk Land.
 - (b) A Land Enactment enacted under subsection (a) expires 120 days after its enactment unless it is re-enacted in accordance with the regular process set out in this Part.

Certification

3.9 Land Enactments shall be signed by a quorum of Council.

Publication and registration

3.10 Council shall:

- (a) provide Notice of all Land Enactments; and
- (b) register all Land Enactments in the Land Register.

Notice of spousal property Land Enactment

3.11 In accordance with clause 18.5 of the Framework Agreement, if Council intends to enact a Land Enactment respecting spousal property, Council shall notify the Attorney General of Saskatchewan and provide to the Attorney General of Saskatchewan a copy of that Land Enactment as enacted.

PART 4 - COMMUNITY ENGAGEMENT

Community Engagement Session

4.1 Council shall hold at least one Community Engagement Session, in accordance with the process set out in this Part, prior to:

- (a) enacting, amending or repealing a Land Enactment respecting:
 - (i) environmental assessment or protection;
 - (ii) Interests, Sub-Interests or Licences;
 - (iii) land use planning;
 - (iv) spousal property; or
 - (v) expropriation;
- (b) making a decision about development that is likely to affect a Protected Site;
- (c) removing the designation of a Protected Site;
- (d) granting an Interest or Licence authorizing the harvest or extraction of non-renewable natural resources exceeding a term of 5 years;
- (e) establishing a policy respecting the resolution of disputes arising in relation to Land management;
- (f) adding land to reserve; or
- (g) holding a Vote.

Participation of Citizens

4.2 Every Citizen is entitled to participate in a Community Engagement Session.

Notice

4.3 At least 10 days before a Community Engagement Session, Council shall provide Notice of the session that includes:

- (a) the date, time and place of the session;
- (b) a brief description of the matter to be discussed; and
- (c) other information and material that Council considers appropriate.

Session format

4.4 A Community Engagement Session may be held in person or virtually.

No quorum

4.5 No quorum or minimum level of participation by Citizens is required at a Community Engagement Session.

PART 5 - COMMUNITY APPROVAL

Community approval

- 5.1** Council shall obtain the approval of Eligible Voters, by way of a Vote, before:
- (a) approving an Exchange of Land; or
 - (b) amending this Land Law, except amendments necessary to:
 - (i) correct a reference to another act or document;
 - (ii) correct a grammatical or typographical error; or
 - (iii) correct ambiguities or inconsistencies, provided such amendments do not change the substance of this Land Law.

Notice of Vote

- 5.2** At least 64 days before a Vote, Council shall provide Notice of the Vote that includes:
- (a) the date, time and format of the Community Engagement Session;
 - (b) the date and time of the Vote;
 - (c) voting methods; and
 - (d) voting thresholds.

Community Engagement Session

- 5.3**
- (a) At least 50 days before a Vote, Council shall hold a Community Engagement Session to present the draft Law, document or other matter that is the subject of the Vote.
 - (b) After holding a Community Engagement Session, Council may revise the draft Law, document or other matter that is the subject of the Vote in consideration of any advice received from Citizens.
 - (c) If Council makes any revisions under subsection (b), Council shall provide Notice of the revised draft Law, document or other matter as soon as practicable.

Voting methods

- 5.4** A Vote shall be held using two or more of the following methods:
- (a) in person;

- (b) mail-in ballot;
- (c) electronic voting;
- (d) telephone voting; or
- (e) any other method approved by Council.

Approval by majority

5.5 A matter shall be considered approved if a majority of participating Eligible Voters cast a vote in favour of the matter.

Increased threshold

5.6 Despite section 5.5, Council may, prior to providing Notice of the Vote under section 5.2:

- (a) establish a percentage of Eligible Voters who must participate in the Vote in order for the result to be binding; or
- (b) require that a percentage greater than a majority of participating Eligible Voters approve the matter in order for the matter to be approved.

Additional rules or procedures

5.7 Council may, by Land Enactment, establish additional rules or procedures respecting Votes.

PART 6 - ADDING, EXCHANGING AND EXPROPRIATING LAND

Adding Land

- 6.1** Before any new land is added to reserve, Council may, in accordance with this Land Law and any Land Enactments:
- (a) grant Interests in or Licences in relation to the land; or
 - (b) enact or amend land use planning or other Land Enactments in relation to the land that will come into force only if and when the land becomes Zagimē Anishinabēk Land.
- 6.2** As of the date of any resolution or ministerial order adding land to Zagimē Anishinabēk Land, the description of Zagimē Anishinabēk Land in Annex “G” of the Individual Agreement will be deemed to be amended to add the description of Zagimē Anishinabēk Land set out in the resolution or order.

Surrendering Land

- 6.3** Land cannot be surrendered unless the surrender is part of an Exchange of Land.

Exchanging Land

- 6.4** Any Exchange of Land must meet the following requirements:
- (a) the new land must become Land subject to this Land Law;
 - (b) the area of new land must be at least equal to the area that will cease to be Land;
 - (c) the value of the new land, together with any other compensation to be received in the exchange, must be at least equal to the value of the area that will cease to be Land;
 - (d) Council shall provide Notice of the exchange containing:
 - (i) a description of any Land to be exchanged, the land to be received and any other compensation to be received in the exchange;
 - (ii) written confirmation from a certified land appraiser that the conditions for the land to be received in the exchange have been met; and
 - (iii) a copy or summary of the Exchange of Land agreement;
 - (e) the Exchange of Land agreement must provide that:
 - (i) the other party to the exchange must transfer to Canada title to the land to be set apart as reserve;

- (ii) Council shall pass a resolution authorizing Canada to transfer title to the Land being exchanged, in accordance with the Exchange of Land agreement;
 - (iii) a copy of the instruments transferring title must be registered in the Land Register; and
 - (iv) the land to be set apart as a reserve has been subject to an environmental audit, and clearance or remediation as necessary, or that Council is satisfied that adequate provisions have been made for such clearance or remediation at no cost, and with full indemnification, to Zagimē Anishinabēk;
- (f) the exchange must be approved by a Vote; and
 - (g) the exchange must comply with any other requirements set out in Land Enactments.

Expropriating Interests, Sub-Interests and Licences

6.5 Council may only expropriate an Interest, Sub-Interest or Licence if:

- (a) Council deems the expropriation necessary for community purposes;
- (b) there is a Land Enactment in force that sets out rules, rights and procedures related to expropriation; and
- (c) all requirements regarding expropriation under the Framework Agreement and the expropriation Land Enactment have been met.

PART 7 - INTERESTS, SUB-INTERESTS AND LICENCES

Existing Interests, Sub-Interests and Licences

- 7.1** Subject to section 7.2, any Interest, Sub-Interest or Licence that is registered in the Indian Lands Registry System on the date this Land Law comes into effect will continue in accordance with its written terms and conditions unless the parties to that Interest or Licence otherwise agree.
- 7.2** A person who holds an Interest, Sub-Interest or Licence that is registered in the Indian Lands Registry System on the date this Land Law comes into effect:
- (a) may only transfer the Interest, Sub-Interest or Licence in accordance with this Land Law and any Land Enactments;
 - (b) may only grant a Sub-Interest or Licence over that Land in accordance with this Land Law and any Land Enactments; and
 - (c) must comply with any Land Enactments regulating the occupation of, use of and access to Land.
- 7.3** Zagimē Anishinabēk is not liable for any decrease in value, or any impact on the use, of an Interest, Sub-Interest or Licence arising from any exercise of authority under this Land Law or any Land Enactments.
- 7.4** Zagimē Anishinabēk assumes the rights and obligations of Canada in respect of Interests, Sub-Interests and Licences that are registered in the Indian Lands Registry System on the date this Land Law comes into effect.
- 7.5** For greater certainty, the terms of a Designation do not restrict the ability of Council to modify or replace, by agreement with the applicable Interest, Sub-Interest or Licence holder, an Interest, Sub-Interest or Licence that exists on the date this Land Law comes into effect.
- 7.6** Council shall establish a policy respecting the identification and continuation of any unregistered and customary interests.

Grant of Interests, Sub-Interests and Licences

- 7.7** Council may, in accordance with this Land Law and any Land Enactments, grant Interests and Licences.
- 7.8** Subject to this Land Law, any Land Enactments and the written terms and conditions of the applicable Interest, an Interest holder may grant a Sub-Interest or Licence in respect of any portion of the Land in which they hold an Interest to another individual, provided the term of the Sub-Interest or Licence does not exceed the term of the Interest and the

Sub-Interest or Licence does not convey any greater rights than are held by the Interest holder.

7.9 Any grant of a Sub-Interest or Licence under section 7.8 must be approved by Council, except where made:

- (a) in accordance with the written terms and conditions of the Interest and any Land Enactments;
- (b) in accordance with section 7.17; or
- (c) by Court order or operation of law.

Renewal, extension, transfer and assignment of Interests and Licences

7.10 Interests and Licences may only be renewed, extended, transferred or assigned in accordance with this Land Law and any Land Enactments.

7.11 Any renewal, extension, transfer or assignment of an Interest or Licence must be approved by Council, except where made:

- (a) in accordance with the written terms and conditions of the Interest or Licence and any Land Enactments;
- (b) in accordance with section 7.17; or
- (c) by Court order or operation of law.

7.12 Before approving a renewal, extension, transfer or assignment of an Interest or Licence under section 7.11, Council shall obtain the written consent of the Interest or Licence holder, except where the renewal, extension, transfer or assignment occurs in accordance with section 7.17, by Court order or by operation of law.

Permanent Interests

7.13 This Land Law does not permit the granting or acquisition of permanent Interests.

Leasehold Interests

7.14 Subject to any Land Enactments, leasehold Interests may be:

- (a) held by any person;
- (b) subject to a mortgage or charge, provided the term of the mortgage or charge does not exceed the term of the lease; and
- (c) subject to seizure.

Default of mortgage or charge

7.15 In the event of default in the terms of a mortgage or charge in respect of a leasehold Interest, the leasehold Interest is not subject to any form of execution or seizure by the lender unless:

- (a) the mortgage or charge is not in contravention of this Land Law and any Land Enactments;
- (b) the charge or mortgage is registered in the Land Register; and
- (c) Council has received written notice of the default and at least 120 days to redeem the mortgage or charge, and did not redeem the mortgage or charge.

7.16 If Council redeems a mortgage or charge on a temporary Interest:

- (a) Zagimē Anishinabēk becomes the Interest holder and the lender for all purposes after the date of redemption and may execute any instruments and take any necessary actions to that effect; and
- (b) compensation may be paid to the person who defaulted on the mortgage or charge in accordance with any Land Enactments.

7.17 A lender who, in accordance with this Part, takes possession of a leasehold Interest as a result of default in the terms of a mortgage or charge, may transfer, assign or grant a Sub-Interest in respect of the Interest to any other person without the approval of Council.

Registration

7.18 Any instrument that purports to grant, renew, extend, transfer or assign an Interest, Sub-Interest or Licence after this Land Law comes into force is only valid if the instrument is:

- (a) in writing;
- (b) registered in the Land Register; and
- (c) not in contravention of this Land Law and any Land Enactments.

Right of residency

7.19 Persons have a right to reside on Zagimē Anishinabēk Land where that right is granted by an Interest, Sub-Interest or Licence and exercised in accordance with the written terms and conditions of that instrument and any Land Enactments.

Right of access

7.20 Subject to any Land Enactments:

- (a) Citizens and their Spouses, children and invitees have a right to access Community Land and Land on which they have a right to reside;
- (b) Interest, Sub-Interest and Licence holders and their invitees have a right to access the Land set out in the Interest, Sub-Interest or Licence, and Community Land to the extent necessary to access that Land, in accordance with the terms of the Interest, Sub-Interest or Licence;
- (c) peace officers and officials responding to natural disasters, emergencies or urgent health and safety matters, or acting in accordance with applicable federal, provincial or Zagimē Anishinabēk laws have a right to access Land; and
- (d) any person has a right to access Community Land and public roads for Zagimē Anishinabēk social or business purposes, provided that they do not interfere with any Interest, Licence, or any other occupation of Land, and that Council has not passed a resolution prohibiting access by that person.

7.21 Notwithstanding any other provision of this Land Law, Council may impose closures or restrictions on access to Land by one or more persons to protect Land, public health and safety, the environment or cultural assets.

7.22 A right to reside or access Land does not create any financial obligation on the part of Zagimē Anishinabēk.

7.23 Zagimē Anishinabēk is not liable for injuries or damages suffered by any person because of

- (a) the condition or state of Land,
- (b) any exercise of a right to reside on Land or a right of access to Land,
- (c) any entry or stay on Land in violation of a temporary closure or restriction on access, or
- (d) any other lawful or unlawful entry or stay on Land.

Trespass

7.24 Subject to any Land Enactments, any person who resides on, enters or remains on Zagimē Anishinabēk Land, other than in accordance with a residence or access right under this Land Law, is guilty of an offence and may be subject to immediate eviction from Land.

Wills and estates

7.25 Subject to any spousal property Land Enactments, until Zagimē Anishinabēk exercises jurisdiction in relation to wills and estates, the provisions of the *Indian Act* respecting

wills and estates shall continue to apply with respect to Interests in Zagimē Anishinabēk Land.

- 7.26** The following persons are entitled to have their Interest registered in the Land Register, provided that they are entitled to hold that Interest under this Land Law, any Land Enactments or a court order:
- (a) a Citizen who receives an Interest in accordance with a will or estate;
 - (b) a person who receives a leasehold Interest in accordance with a will or estate; and
 - (c) a person who holds an Interest on behalf of a minor or a mentally incompetent person.
- 7.27** Council may, by Land Enactment, establish required procedures and documents to register an Interest arising from wills and estates.

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PART 8 - GOVERNANCE AND ACCOUNTABILITY

Conflict of interest

- 8.1** Subject to any Land Enactments, the conflict of interest rules set out in the Zagimē Anishinabēk Conflict of Interest Policy apply to any person with authority or responsibilities with respect to Land.

Financial management

- 8.2** Financial administration relating to Land, including management of revenues from natural resources, will be conducted in accordance with the Financial Administration Law.

Dispute resolution

- 8.3** Council shall establish a policy respecting the resolution of disputes arising in relation to Land management.

Delegation

- 8.4** Except as otherwise provided in this Land Law or any Land Enactments, Council may delegate authority or responsibilities under this Land Law or Land Enactments to Zagimē Anishinabēk government administration.

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PART 9 - ENFORCEMENT

Enforcement

- 9.1** The authority recognized in section 3.1 includes the authority to enact Land Enactments to provide for the enforcement of this Land Law and any Land Enactments, including:
- (a) the appointment of enforcement officers and the granting of powers or protections to those officers consistent with the powers or protections provided under federal or provincial law for enforcing similar laws in Saskatchewan;
 - (b) the imposition of administrative sanctions for the violation of administrative requirements;
 - (c) the establishment of offences and penalties or alternative measures in respect of those offences;
 - (d) the appointment of prosecutors to carry out prosecutions of offences under this Land Law and any Land Enactments on behalf of Zagimē Anishinabēk; and
 - (e) the appointment of a Justice of the Peace with jurisdiction to hear and determine matters under this Land Law and any Land Enactments.

Adjudication

- 9.2** Adjudication of matters arising under this Land Law and any Land Enactments shall be conducted in the following manner:
- (a) if Zagimē Anishinabēk has appointed a Justice of the Peace with jurisdiction to hear and decide that matter, before the Justice of the Peace; and
 - (b) if Zagimē Anishinabēk has not appointed a Justice of the Peace with jurisdiction to hear and decide that matter, in the Provincial Court of Saskatchewan.

Appeals

- 9.3** Decisions of a Justice of the Peace or the Provincial Court of Saskatchewan, as the case may be, may be appealed to a court of competent jurisdiction.

PART 10 - OTHER MATTERS

Land Register

- 10.1** A copy of the following instruments must be deposited in the Land Register:
- (a) any grant, renewal, extension, transfer or assignment of an Interest, Sub-Interest or Licence;
 - (b) any Land Enactment;
 - (c) this Land Law; and
 - (d) any amendment to or repeal of an instrument listed in subsections (a) to (c).
- 10.2** Any instrument that requires the approval of Council or Citizens must be accompanied by a certificate confirming that the necessary approval has been obtained.

Access to information

- 10.3** Any Citizen may, during normal business hours at the Zagimē Anishinabēk administration office, have access to copies of:
- (a) this Land Law;
 - (b) any Land Enactment; and
 - (c) the Annual Report.

Annual report

- 10.4** Council shall publish an Annual Report on Land matters that includes:
- (a) an annual review of Zagimē Anishinabēk Land and natural resources management;
 - (b) the annual budget; and
 - (c) any other matter as determined by Council.

Insurance

- 10.5** Council shall arrange, maintain, and pay insurance coverage that Council considers appropriate for members of Council and Zagimē Anishinabēk employees, officers, volunteers and agents engaged in carrying out any matter related to Land to indemnify them against personal liability arising from the performance of those duties.

Commencement

10.6 This Land Law has been approved by a Vote held on the ◆ day of ◆, 2023.

10.7 This Land Law comes into effect on the first day of the month following certification of this Land Law by the Verifier.

_____ Chief Lynn Acoose		_____ Councillor Amber Sangwais
_____ Councillor Cynthia Sangwais	_____ Councillor Dana Acoose	_____ Councillor Paula Acoose
_____ Councillor Rachel	_____ Councillor Randall Sparvier	_____ Councillor Ruth Whitehat