



**ANISHNAABEG OF  
KETTLE AND STONY POINT  
FIRST NATION**

**LAND CODE**

**Dated for reference:  
September 2, 2014**

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**PREAMBLE**

**WHEREAS** the Anishnaabeg of Kettle and Stony Point First Nation have a profound relationship with the Land;

**WHEREAS** the Anishnaabeg of Kettle and Stony Point First Nation have entered into the *Framework Agreement on First Nation Land Management* with Canada on March 31, 2003, as amended, and which was ratified on behalf of the government of Canada by the *First Nations Land Management Act*,

**WHEREAS** the Anishnaabeg of Kettle and Stony Point First Nation wish to manage their Lands and resources, rather than having their Lands and resources managed on their behalf under the *Indian Act*,

**WHEREAS** the Anishnaabeg of Kettle and Stony Point First Nation recognize that this community *Land Code* does not affect treaty or Aboriginal rights, or traditional lands;

**AND, WHEREAS** the Anishnaabeg of Kettle and Stony Point First Nation reaffirm their statement of claim that the Anishnaabeg Nation has never ceded their interest in the bed and water of the southern portion of Lake Huron in Ontario;

**NOW THEREFORE**, this *Land Code* is hereby enacted as the fundamental Land Law of the Anishnaabeg of Kettle and Stony Point First Nation and will operate in compliance with any constitution that may be adopted by the Anishnaabeg of Kettle and Stony Point First Nation community.

**PART 1  
PRELIMINARY MATTERS**

**1. Title**

Title of enactment

1. The title of this enactment is the *Anishnaabeg of Kettle and Stony Point First Nation Land Code*.

Vision and foundation

2. The principles set out in this Part and in the Preamble provide a vision and foundation to guide the social, economic, political and community development of the Anishnaabeg of Kettle and Stony Point First Nation.

**2. Interpretation**

Definitions

1. The following definitions apply in this *Land Code*:

“Acquisition” means the act of acquiring or gaining possession;

“Anishnaabe” means the traditional Ojibway word for “a person of the first people”;

“Anishnaabeg of Kettle and Stony Point First Nation” means the First Nation to which this *Land Code* is applicable, also known as the Chippewas of Kettle and Stony Point First Nation;

“Canada” means Her Majesty the Queen in right of Canada;

“Certificate of Possession” or “CP” means a certificate that is issued which demonstrates that a Member is lawfully in possession of Land on the Anishnaabeg of Kettle and Stony Point First Nation;

“Chief” means the duly elected leader of the Anishnaabeg of Kettle and Stony Point First Nation or any successor elected leader of the Anishnaabeg of Kettle and Stony Point First Nation;

“Child” means the person’s natural child, adopted child, step-child and a child whom the person has demonstrated a settled intention to treat as a child of his or her family, except under an arrangement where the child is placed for valuable consideration in a foster home by a person having lawful custody, and “Children” shall have a corresponding meaning;

“Civil Remedies” means orders given by a court of law to deal with disputes;

“Common-Law Relationship” means the relationship between two (2) persons who are not legally married and are cohabitating together in a conjugal relationship, and includes same-sex relationships, and “Common-Law Partner” means a person in a Common-Law Relationship;

“Community Land” means any First Nation Land in which all Members have a common interest;

“Council” means the elected governing body established for the Anishnaabeg of Kettle and Stony Point First Nation;

“Dispute Resolution Panel” or “Panel” means the body that is established under Part 8 for the purpose of resolving disputes;

“Eligible Voter” means, for the purpose of voting in respect of Land matters under this *Land Code*, a Member of the Anishnaabeg of Kettle and Stony Point First Nation that is at least eighteen years of age on the day of the vote;

“Extended Family”, in respect of a person, means the person’s uncle, uncle-in-law, aunt, aunt-in-law, or cousin, and any other relation or relationship that Chief and Council may add or approve by law;

“First Nation” means collectively, “First People” and generally references the Land, people and government of the Anishnaabeg of Kettle and Stony Point First Nation;

“First Nation Council Remedies” means penalties and/or fees identified in existing and future bylaws, Land Laws or policies;

“First Nation Land” means any portion of Anishnaabeg of Kettle and Stony Point First Nation Land that are subject to this *Land Code* pursuant to section 5, including all associated rights and all renewable and non-renewable natural resources whether on, above or below Anishnaabeg of Kettle and Stony Point First Nation Land, and also including the water and beds underlying the water;

“First Nation Lands Register” means the register maintained by Aboriginal Affairs and Northern Development Canada, or its successor under the *Framework Agreement*,

“*Framework Agreement*” means the *Framework Agreement on First Nation Land Management* entered into between the Minister of Indian Affairs and Northern Development and the chiefs of fourteen (14) First Nations, including the Anishnaabeg of Kettle and Stony Point First Nation, on March 31, 2003, as amended;

“Heritage Site” means a site set aside for the preservation of historical and/or cultural identity;

“Immediate Relatives”, in respect of a person, means the person’s spouse (including common-law spouse), child (including step-child or ward), father, father-in-law, mother, mother-in-law, step-father, step-mother, foster parent, grandparent, grandparent-in-law, grandchild, brother, brother-in-law sister, sister-in-law or any relative who lives with the employee on a full-time, regular basis;

“Individual Agreement” means the Agreement made between the Anishnaabeg of Kettle and Stony Point First Nation and Canada;

“Kettle and Stony Point Lands Register” means the register maintained by the First Nation under section 29;

“Lands Committee” means the Lands Committee established under this *Land Code*;



“Land Use Plan” means a plan detailing the different types of usages (ie. zoning, environmentally sensitive areas) of all Land within the First Nation territory;

“Land Law” means a law enacted pursuant to this *Land Code*;

“Matrimonial” or “Marriage” means the union of two (2) persons and includes marriages that are solemnized by a traditional customary, religious or civil ceremony, and/or a common-law relationship, and “Married” shall have a corresponding meaning;

“Meeting of Members” means a meeting under Part 3 to which the Members are invited to attend;

“Member” means a person whose name appears on, or is entitled to appear on the First Nation Membership List in accordance with the Anishnaabeg of Kettle and Stony Point First Nation Membership Code;

“Membership List” means a list of Members of the Anishnaabeg of Kettle and Stony Point First Nation where the First Nation determines its own membership in accordance with the Anishnaabeg of Kettle and Stony Point First Nation Membership Code;

“Personal Information Protection and Electronic Documents Act” or “PIPEDA” means a law that has been established by Canada for the purpose of personal information and privacy protection;

“Ratification Vote” means a vote of Eligible Voters under section 15;

“Resolution” means a resolution of the Council enacted under this *Land Code*;

“Significant Site” means a site set aside for protection that has been identified as a sacred site, a culturally significant site, an environmental site and/or sensitive nature site;

“Spouse” means a person who is married to another, whether by a traditional customary, religious or civil ceremony, and/or includes a Common-Law Partner;

“Verifier” means an independent third party appointed under the *Framework Agreement* and as approved by the Council, to oversee and ensure adherence to policies and procedures throughout the development, ratification and certification of the *Anishnaabeg of Kettle and Stony Point First Nation Land Code*.

#### Paramountcy

2. If there is an inconsistency between this *Land Code* and any other enactment of the First Nation, this *Land Code* prevails to the extent of the inconsistency.

#### Culture and traditions

3. The structures, organizations and procedures established by or under this *Land Code* shall be interpreted in accordance with the culture, traditions and customs of the First Nation, unless otherwise provided.

#### Language

4. The language of the First Nation may be used to clarify the meaning of any provision in this *Land Code*, if the meaning of that provision is not clear in English.

#### Non-abrogation

5. This *Land Code* does not abrogate or derogate from any Aboriginal, treaty or other rights or freedoms that pertain to the Anishnaabeg of the Kettle and Stony Point First Nation, now or which may be found in the future.

#### Fair interpretation

6. This *Land Code* shall be interpreted in a fair, large and liberal manner.

#### Fiduciary relationship

7. This *Land Code* does not abrogate the fiduciary relationship between Canada and the Anishnaabeg of the

Kettle and Stony Point First Nation.

Lands and interests affected

8. A reference to “Land” in this *Land Code* means all rights and resources that belong to the Land, and includes:
  - (a) the water, beds underlying water, riparian rights, and renewable and non-renewable natural resources belonging to that land; and
  - (b) all the interests and licences granted to the First Nation by Canada listed in the Individual Agreement.

### 3. **Authority to Govern**

Origin of authority

1. The cultural teachings of the Anishnaabeg of Kettle and Stony Point First Nation speak of the obligation of the Anishnaabe to care for and respect the Land and the magnificent wonders of nature created on the Land. By enacting this *Land Code*, the First Nation is re-assuming this special responsibility.

Flow of authority

2. The authority of the First Nation to govern its Lands and resources flows from the Anishnaabeg of Kettle and Stony Point First Nation to the Chief and Council.

### 4. **Purpose**

Purpose

1. The purpose of this *Land Code* is to set out the principles and administrative structures that apply to First Nation Land and by which the First Nation will exercise authority over those Lands.

Ratification

2. The *Framework Agreement* is ratified and confirmed when this *Land Code* takes effect.

## 5. **Description of Anishnaabeg of Kettle and Stony Point First Nation Land**

### First Nation Land

1. The First Nation Land that is subject to this *Land Code* is the unceded land base known as the Anishnaabeg of Kettle and Stony Point First Nation, and for reference purposes, Indian reserve #44 within the meaning of the *Indian Act*.

### Additional Lands

2. First Nation Land includes all Lands listed in the Individual Agreement and such other Lands as may be described in the Individual Agreement as amended from time to time and as more particularly described in Appendix "A".
3. For greater certainty, a community approval or Ratification Vote is not required for amending the description of Land in the *Land Code* and Individual Agreement, as amended from time to time.
4. For greater certainty, land acquired by land exchange is governed under section 18 of this *Land Code*.
5. Chief and Council may, by enacting a Land Law, declare the land or interest to be subject to this *Land Code*.

## PART 2 FIRST NATION LEGISLATION

### 6. Land Law-Making Powers

Council may make Land Laws

1. The Council may, in accordance with this *Land Code*, make Land Laws respecting the development, conservation, protection, management and administration, use and possession of First Nation Land, and interests and licences in relation to those Lands. This power includes the power to make Land Laws in relation to any matter necessary or ancillary to the making of Land Laws in relation to First Nation Land.

Examples of Land Laws

2. The following non-exhaustive list, are illustrative of the Land Laws that may be enacted regarding:
  - (a) regulation, control and prohibition of zoning, land use, subdivision control and Land development;
  - (b) creation, regulation and prohibition of interests and licences in relation to First Nation Land;
  - (c) environmental assessment and protection;
  - (d) provision of local services in relation to First Nation Land and the imposition of equitable user charges;
  - (e) provision of services for the resolution, outside the courts, of disputes in relation to First Nation Land;
  - (f) emergencies and protection; and
  - (g) Land Laws that the Council deem necessary to maintain order and good governance within the First Nation relating to First Nation Land.

Community participation

3. (a) Any Land Use Plan will be developed by the community and must receive the input of the Eligible Voters at a community Meeting of Members in accordance with section 12.1.

- (b) The Council will establish an ad hoc committee of community Members to consult with the membership on the development of the Land Use Plan for First Nation Land.

## **7. Land Law-Making Procedure**

### Introduction of Land Laws

1. A proposed Land Law may be introduced at a duly convened meeting of the Council by:
  - (a) the Chief or a Councillor;
  - (b) the representative of any body or authority that is authorized by Council to do so; or
  - (c) any Eligible Voter following protocol for addressing Council, who is submitting an application signed by at least two percent (2%) of Eligible Voters.

### Council procedure upon receipt of Land Law proposal

2. Upon receipt of a Land Law proposal, Council may:
  - (a) table the Land Law proposal for further review or for enactment;
  - (b) request that the proposer provide further information or attend before a future meeting of Council to speak to the Land Law proposal;
  - (c) undertake or direct the preparation of a draft Land Law concerning matters raised in the Land Law proposal, for consideration by Council; or
  - (d) decline the Land Law proposal.

### Tabling and posting of proposed Land Laws

3. Before a proposed Land Law may be enacted by the Council:
  - (a) it must first be tabled at a meeting of the Council held at least sixty (60) days before the Land Law is to be enacted;
  - (b) it must first be posted in public places on First Nation Land and distributed to Eligible Voters, at least sixty (60) days before the Land Law is to be

- enacted; and
- (c) within a timeframe set by Council that reasonably reflects the complexity of the proposed Land Law, the Lands Committee shall prepare a report to Council on the proposed Land Law, which sets out:
    - (i) the history behind the proposed Land Law;
    - (ii) any potential interaction between the proposed Land Law and any existing law of the First Nation;
    - (iii) any potential interaction between the proposed Land Law and any other Land Law that is not yet enacted but it is in the process of research or development;
    - (iv) the problem, if any, that the proposed Land Law is designed to remedy;
    - (v) the Land Committee's recommendations to Council as to the necessity, scope, substance and form of the proposed Land Law; and
    - (vi) any other information requested by Council.

#### Emergency matters

4. The Council may enact a Land Law without the preliminary steps required under section 7.2, if the Council is of the opinion that emergency measures are needed to protect First Nation Land or the health and safety of its Members. This law expires one hundred and twenty (120) days after its enactment, unless re-enacted in accordance with section 7.2.

#### Approval of Land Law by Council

5. In accordance with section 7.2, a Land Law is enacted if it is approved by a majority of the Council at a meeting of the Council open to the Members.

### Certification of Land Laws

6. The original copy of any Land Law or Resolution concerning First Nation Land shall be signed by a quorum of the Council present at the meeting at which it was enacted.

### 8. **Publication of Land Laws**

#### Publication

1. All Land Laws shall be published in the minutes of the Council.

#### Posting Land Laws

2. Within seven (7) days after a Land Law has been enacted, the Council shall:
  - (a) post a copy of the Land Law in the administrative offices of the First Nation; and
  - (b) notify Members by means which are deemed to be appropriate by the Lands Committee as approved by Council.

#### Registry of Land Laws

3. The Council shall cause to be kept, at the administrative offices of the First Nation, a register of the original copy of all Land Laws and Resolutions, including Land Laws and Resolutions that have been repealed or are no longer in force.

#### Copies for any person

4. Any person may obtain a copy of a Land Law or Resolution on payment of a reasonable fee set by the Council, or a body designated by Council.

### 9. **Commencement of Land Laws**

#### Land Laws taking Effect

1. A Land Law enacted by the Council takes effect on the date of its enactment or such later date as specified by or under the Land Law.



## PART 3 COMMUNITY INPUT AND APPROVALS

### 10. Participation of Members

#### Participation of Members

1. Every Member is entitled to participate in the community consultation processes set out in Part 3 of this *Land Code*.

### 11. Rights of Eligible Voters

#### Eligibility to vote

1. Every Eligible Voter is entitled to participate in the community approval processes set out in Part 3 of this *Land Code*.

### 12. Community Input

#### Prior Meeting of Members

1. The Council shall make all reasonable efforts to convene a Meeting of Members to receive their input prior to:
  - (a) holding a ratification vote on items listed in 15.1;
  - (b) any grant or disposition of an interest or licence in First Nation Land to a non-Member exceeding a term of forty (40) years;
  - (c) any renewal of a grant or disposition of an interest or licence to a non-Member that extends the original term beyond forty (40) years; and
  - (d) the introduction of the following Land Laws:
    - (i) a Land Law respecting a community plan, subdivision plan, or general Land Use Plan;
    - (ii) a Land Law affecting a heritage site, a significant sight or an environmentally sensitive property;
    - (iii) a Land Law respecting environmental assessment and environmental protection;

- (iv) a Land Law respecting Matrimonial Real Property referred to in section 39 of this *Land Code*;
- (v) a Land Law respecting charges or mortgages of leasehold interests;
- (vi) any other Land Law or class of law that Council, by Resolution, declares to be subject to this section.

#### Process to implement Land Laws

2. The Lands Committee shall, within a reasonable time after this *Land Code* takes effect, establish a community process to develop and implement the Land Laws referred to in section 12.1.

### **13. Community Approval at a Meeting of Members**

#### Community approval by Meeting of Members

1. Community approval at a Meeting of Members must be obtained for:
  - (a) any voluntary land exchange;
  - (b) any deletion or development of an heritage site or significant site referred to in section 17;
  - (c) any grant or disposition of any natural resources exceeding a term of five (5) years;
  - (d) any Land Law on Matrimonial Real Property that may be enacted under section 39; and
  - (e) any matter, Land Law or class of law that Council, by Resolution, declares to be subject to this section.

### **14. Procedure for a Meeting of Members**

#### Voting

1. Decisions at a Meeting of Members are to be made by a majority vote of the Eligible Voters present at the meeting.

### Notice of meeting

2. The Council shall give written notice of the Meeting of Members that:
  - (a) specifies the date, time and place of the meeting; and
  - (b) contains a brief description of the matters to be discussed and decided on at the meeting.

### Manner of notice

3. The notice of a Meeting of Members must be given to the Members by:
  - (a) posting the notice in a public place on First Nation Land at least fourteen (14) days before the meeting;
  - (b) mailing the notice to Members;
  - (c) publishing the notice in a community newsletter before the meeting if possible; and
  - (d) such additional method as the Council may consider appropriate in the circumstances.

### Who may attend

4. All Members and their Immediate Relatives have a right to attend a Meeting of Members, and other persons may attend with the permission of the Council.

### Quorum

5. The quorum for a meeting of members under this *Land Code* is five percent (5%) of Eligible Voters.

### Other meetings

6. The Council may schedule more than one Meeting of Members to discuss and decide on a matter that requires a Meeting of Members.

## 15. Ratification Votes

### Community approval by Ratification Vote

1. Community approval by a Ratification Vote must be obtained for the following:
  - (a) any amendment to this *Land Code* that significantly changes the scope of the document; and
  - (b) any matter, Land Law or class of law that Council, by Resolution, declares to be subject to this section.

### Exceptions

2. A community approval by ratification vote is not required for:
  - (a) an amendment to the description of Land of this *Land Code*;
  - (b) revisions to this *Land Code* made pursuant to section 46; and
  - (c) an amendment to, or renewal of, the Individual Agreement.

### Ratification process

3. Any Ratification Vote required under this *Land Code* shall be conducted in accordance with the Kettle and Stony Point Ratification Procedures.

### Ratification officer

4. A ratification officer will be appointed to conduct the Ratification Vote and ensure that procedures, as outlined in the Kettle & Stony Point Ratification Procedures, are adhered to.

### Verifier not required

5. A Verifier is not required in any community Ratification Vote.

### Minimum requirements for approval

6. A matter shall be considered approved at a ratification vote if the outcome of the vote meets requirements as established in the Kettle & Stony Point Ratification Procedures.

## **PART 4 PROTECTION OF LAND**

### **16. Acquisition by Mutual Agreement**

#### No expropriation

1. There shall be no expropriation of any interest or licence in First Nation Land by the First Nation.

#### First Nation Acquisition

2. The First Nation may acquire an interest or licence in First Nation Land for community purposes subject to section 16.4 and 16.5.

#### Reservation of right

3. In rare instances, due to past inaccuracies regarding land surveys, the Council reserves the right to correct proven inaccuracies.

#### Community purposes

4. A community Acquisition may only be made for a necessary community purpose or works of the First Nation, including but not limited to, a fire hall, sewage or water treatment facility, community centre, public works, roads, schools, day-care facility, hospitals, health-care facility and retirement home.

#### Acquisition procedures through regulations

5. Before proceeding to make any community Acquisitions in accordance with this *Land Code*, the Council shall establish Acquisition regulations, including provisions respecting:

- (a) the taking of possession of the interest or licence;
- (b) transfer of the interest or licence including any associated costs;
- (c) notice of acquisition and service of the notice of Acquisition;
- (d) entitlement to compensation;
- (e) determination of the amount of compensation; and
- (f) the method of payment of compensation.

#### Public report

6. Before the First Nation decides to acquire an interest or licence, it shall make a public report on the reasons justifying the Acquisition.

#### Negotiations

7. The right of the First Nation to acquire can only be exercised after good faith negotiations, to acquire by mutual agreement, the interest or licence in First Nation Land.

#### Compensation for rights and interests

8. The First Nation shall, in accordance with its Land Laws:
  - (a) serve reasonable notice of the Acquisition on each affected holder of the interest or licence to be acquired; and
  - (b) pay fair and reasonable compensation to the holders of the interest or licence being acquired.

#### Compensation calculations

9. The total value of the compensation under this clause will be based on the following:
  - (a) the appraised fair market value of the interest or licence that is being acquired;
  - (b) the replacement value of any improvement to the land that is being acquired;
  - (c) the damages attributable to any disturbance; and
  - (d) damages for any reduction in the value of a

remaining interest.

Fair market value

10. The “fair market value” of an acquired interest or licence shall be negotiated between the seller and buyer provided the negotiations are free from duress, and in consideration of the current appraised replacement value.

## **17. Heritage Sites and Significant Sites**

Community approval of development

1. No development shall be allowed on any site designated as a heritage site or a Significant Site under the Land Use Plan, unless the development receives community approval at a Meeting of Members.

Land Use Plan

2. No amendment may be made to a Land Use Plan to delete a heritage site or a significant site unless the amendment receives community approval at a Meeting of Members.

Heritage and Significant Sites

3. Heritage and Significant Sites are identified as, but not limited to, burial sites, wetlands, flint beds, kettles, shale beds, environmentally sensitive areas and species at risk areas.

## **18. Voluntary Land Exchanges and Protections**

Conditions for a land exchange

1. The First Nation may agree with another party to exchange a parcel of First Nation Land for a parcel of land from that other party in accordance with this *Land Code* and the *Framework Agreement*.

### No effect

2. A community land exchange is no effect unless it receives community approval at a Meeting of Members, in accordance with section 13 of this *Land Code*.

### Land to be received

3. No land exchange may occur unless the land to be received in the exchange meets the following conditions:
  - (a) it must be equal to or greater than the area of First Nation Land to be exchanged;
  - (b) it must be at least comparable to the appraised value of the First Nation Land; and
  - (c) it must become Land subject to this *Land Code*.

### Negotiators

4. The Council shall designate the person or persons by Resolution who are to have authority to negotiate a land exchange agreement on behalf of the Anishnaabeg of Kettle and Stony Point First Nation.

### Additional land

5. The Anishnaabeg of Kettle and Stony Point First Nation may negotiate to receive other compensation, such as money or one or more other parcels of land as compensation, in addition to the parcel referred to above which is intended to become First Nation Land. These other parcels may be held by the Anishnaabeg of Kettle and Stony Point First Nation in fee simple or some other manner.

### Federal involvement

6. Before the First Nation concludes a land exchange agreement, it must receive a written statement from Canada, stating that Canada:
  - (a) agrees to set apart as First Nation Land, the land to be received in exchange, as of the date of the land exchange or such later date as the Council may specify by Resolution; and



- (b) agrees to the manner and form of the exchange as set out in the exchange agreement.

### Community information

7. Once negotiations on the land exchange agreement are concluded, the Council / Lands Committee shall provide the following information to the Eligible Voters at least fourteen (14) days before the Meeting of Members:
  - (a) a reason for the exchange;
  - (b) a description of the First Nation Land to be exchanged;
  - (c) a description of the land to be received in the exchange;
  - (d) a description of any other compensation to be exchanged;
  - (e) a report of a certified land appraiser setting out that the conditions in section 18.3 have been met;
  - (f) a copy or summary of the exchange agreement; and
  - (g) a copy of the consent referred to in section 18.6.

### Process of land exchange

8. The land exchange agreement shall provide that:
  - (a) the other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;
  - (b) the Council must pass a Resolution authorizing Canada to transfer title to the First Nation Land being exchanged, in accordance with the exchange agreement;
  - (c) a copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nation Lands Register;
  - (d) 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 provision has been made for such clearance or remediation at no cost to the First

Nation and with full indemnification to the First Nation; and

- (e) all land exchanges be completed within an acceptable timeframe and shall have an agreement that will identify the party that will be responsible for payment of taxes on the land to be exchanged.

## **PART 5 ACCOUNTABILITY**

### **19. Conflict of Interest**

Duty to report and abstain

1. If there is any interest, financial or otherwise, in the matter being dealt with that might involve the person or his or her Immediate Relatives, the person:
  - (a) shall disclose the interest to the Council, Board, Committee or other body as the case may be; and
  - (b) shall not take part in any deliberations on that matter or vote on that matter.

Application of rules

2. The rules in section 19.1 apply to the following persons:
  - (a) each member of the Council who is dealing with any matter before Council that is related to First Nation Land, and in accordance with the Code of Conduct for First Nation Council members;
  - (b) each person who is an employee of the First Nation dealing with any matter that is related to First Nation Land, and in accordance with the Employment Manual for First Nation employees; and
  - (c) each person who is a member of a board, committee or other body of the First Nation dealing with any matter that is related to First Nation Land, and in accordance with operating policies for First Nation Committees.

#### Inability to act

3. If the Lands Committee is unable to act due to a conflict of interest, the matter shall be referred to the Council.

#### Meeting of Eligible Voters

4. If the Council is unable to vote on a proposed Land Law or Resolution due to a conflict of interest, the Council may refer the matter to a community Meeting of Members and if a quorum of Eligible Voters is present, a majority of the Eligible Voters present at the meeting may enact the Land Law or Resolution.

#### Specific Conflict Situations

5. Because of the unusual conflicts of interest possible in the community, not more than two (2) members of the Lands Committee shall be immediate relatives or from the same extended family. In the event that any member of the Lands Committee becomes an immediate relative or extended family member of another committee member, that member shall resign their position.

#### Disputes

6. Questions about whether a breach of this section has occurred may be referred to the Dispute Resolution Panel.

#### Other Land Laws

7. For greater certainty, the Council may enact Land Laws to further implement this section.

## **20. Financial Management and Administration**

#### Application

1. This section applies only to financial matters relating to First Nation Land.

### Governing authority

2. The financial management and administration of funds for activities in relation to First Nation Lands will abide by any law enacted by the Anishnaabeg of Kettle and Stony Point First Nation:
  - (a) to regulate the receipt, management, expenditure, control and recording of the Anishnaabeg of Kettle and Stony Point First Nation funds, and
  - (b) to establish the administrative structure of the Anishnaabeg of Kettle and Stony Point First Nation which manages the funds.

## **21. Annual Report**

### Publish report

1. An annual report on land management activities shall be published jointly with the First Nation annual report.

### Contents

2. The annual report will include:
  - (a) a report on Land management activities; and
  - (b) any other matter pertaining to First Nation Land, as deemed necessary by the Council or Lands Committee.

## **22. Access to Information**

### Access

1. Any Member or person authorized by the Council may, during normal business hours at the First Nation Administration, have reasonable access to:
  - (a) the register of Land Laws;
  - (b) the auditor's report; and
  - (c) the annual report on First Nation Land issues.

### Copies for Members

2. Any Member may obtain a copy of the auditor's report or annual report on payment of a reasonable fee set by or under Resolution of the Council.

### Access to records

3. Any person authorized by the Council may, at any reasonable time, inspect the financial records of the First Nation related to First Nation Land, in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).

## **PART 6 LAND ADMINISTRATION**

### **23. Lands Department Staff**

#### Administration

1. Council may delegate administrative authority to staff to carry out functions necessary for day to day administrative operations of First Nation Land and resources.

### **24. Lands Committee**

#### Establishment of the Lands Committee

1. The Lands Committee is hereby established to:
  - (a) assist and support the First Nation Land administration system;
  - (b) consult with the Council and its staff on matters respecting First Nation Land;
  - (c) hold regular and special Meetings of Members to discuss Land issues;
  - (d) recommend Land Laws, Resolutions, policies and procedures respecting First Nation Land to the Council;
  - (e) maintain the flow of information on Land issues between Members and the Council;

- (f) preside over any community approvals required under this *Land Code*;
- (g) appoint a Dispute Resolution Panel; and
- (h) review the annual budget and workplan.

#### Development of Land related rules and procedures

2. Within a reasonable time after this *Land Code* takes effect, the Lands Committee shall, in consultation with the community, ensure that rules and procedures are developed that address the following matters:
  - (a) environmental protection and assessment in relation to First Nation Land;
  - (b) the protection of heritage and Significant Sites in relation to First Nation Land;
  - (c) land acquisitions and exchanges;
  - (d) any outstanding issues on the resolution of disputes in relation to First Nation Land;
  - (e) land use planning and zoning; and
  - (f) section 39 respecting Matrimonial Real Property.

#### Implementation of policies

3. The rules and procedures, once developed, shall be presented to the Council for consideration, approval and implementation as policies, Land Laws or amendments to this *Land Code*, whichever is most appropriate.

#### Internal Procedures

4. The Lands Committee shall establish rules for the procedure at its meetings and generally for the conduct of its affairs, consistent with those established by the Council.

## **25. Membership of the Lands Committee**

### Composition

1. The Lands Committee shall be composed of three (3) to five (5) members plus one (1) member of Council, all of whom must be Eligible Voters.

### Quorum

2. The number of members in attendance, which form a quorum, shall be a majority of the Lands Committee members.

### Eligibility to be appointed as a Lands Committee member

3. Any Eligible Voter, whether resident on or off First Nation Land, is eligible for appointment to the Lands Committee, except for the following persons:
  - (a) any person convicted of an offence that was prosecuted by way of indictment within the previous seven years;
  - (b) any person convicted of a corrupt practice in connection with an election, including accepting a bribe, dishonesty or wrongful conduct.

### Selection of Lands Committee members

4. The members of the Lands Committee are to be selected and appointed by the Council, as follows:
  - (a) one (1) member of Council; and
  - (b) three (3) to five (5) Members.

### Term of office

5. The length of the term of office for members of the Lands Committee will be as established by Council, but not less than two (2) years.

### Vacancy on Lands Committee

6. The office of a member of the Lands Committee becomes vacant if the person, while holding office:
  - (a) is or becomes ineligible to hold office under 25.3;

- (b) is or becomes ineligible because of a transfer of membership from the First Nation;
- (c) is absent for three (3) consecutive meetings of the Lands Committee without notification;
- (d) resigns;
- (e) is declared to be mentally incompetent by a medical or civil authority;
- (f) has deceased; or
- (g) the member of the Lands Committee appointed under section 25.4 ceases to be a member of Council.

#### Vacancy in term

7. Where the office of an appointed member of the Lands Committee becomes vacant Council shall appoint a member to fill the vacancy.

#### Balance of term of office

8. A member of the Lands Committee appointed to fill a vacancy remains in office for the balance of the term in respect of which the vacancy occurred.

## **26. Chairperson of the Lands Committee**

#### Chairperson

1. At the beginning of each term, the Lands Committee shall appoint a Chairperson amongst the Committee members.

#### Alternate Chairperson

2. If the Chairperson is absent from a meeting, the Lands Committee shall appoint one of the other Lands Committee members to act as or be the Chairperson.

#### Functions of Chairperson

3. The functions of the Chairperson are to:
  - (a) call meetings;
  - (b) receive agenda items from Members and set the agenda for meetings;



- (c) liaise with First Nation Members, staff resource, Council and the general public as necessary;
- (d) attend meetings and functions on behalf of the Lands Committee as necessary;
- (e) report to the First Nation on the activities of the Lands Committee; and
- (f) other related duties as necessary.

## **27. Revenue From Lands and Resources**

### Determination of fees and rent

1. The Lands Committee shall, in accordance with the policies and procedures of the Financial Management Bylaw and with the approval of Council, establish the process for determining:
  - (a) the fees, rent for interests and licences in First Nation Land;
  - (b) the fees for services provided in relation to First Nation Land; and
  - (c) the royalties, fees or other charges for a licence to take resources belonging to First Nation Land.

## **28. Registration of Interests and Licences**

### Enforcement of interests and licenses

1. An interest or licence in First Nation Land created or granted after this *Land Code* takes effect is not enforceable unless it is registered in the Kettle and Stony Point Lands Register and the First Nation Lands Register.

### Registration of consent or approval

2. No instrument that requires the consent of the Council, or community approval, may be registered unless the original or a certified true copy of the document that records the consent or approval is attached.

#### Duty to deposit

3. The Council shall ensure that an original copy of the following instruments is deposited in the First Nation Lands Register:
  - (a) any grant of an interest or licence in First Nation Land;
  - (b) any transfer or assignment of an interest in First Nation Land;
  - (c) every Land Use Plan, subdivision plan or resource use plan; and
  - (d) this *Land Code* and any amendment to this *Land Code*.

### **29. Kettle and Stony Point Lands Register**

#### Duty to maintain the Kettle and Stony Point Lands Register

1. The Council shall establish and maintain the Kettle and Stony Point Lands Register and make Land Laws with respect to the Lands Register and the effect of registering in the Register.

#### Duty to deposit

2. Every person who receives an interest or license in First Nation Land shall deposit an original copy of the relevant instrument in the Kettle and Stony Point Lands Register.

#### Priority

3. In the event of an inconsistency or a conflict between the Kettle and Stony Point Lands Register and the First Nation Lands Register, the Kettle and Stony Point Lands Register prevails to the extent of the inconsistency of conflict.

## PART 7 INTERESTS AND LICENCES IN LAND

### 30. Limits on Interests and Licences

All dispositions in writing

1. An interest in, or licence to use, First Nation Land may only be created, granted, disposed of, assigned or transferred by a written document in accordance with this *Land Code*, or regulations made thereunder.

Standards

2. Council may establish mandatory standards, criteria and forms for interests and licences in First Nation Land.

Improper transactions void

3. Any transaction involving Land that contravenes this *Land Code* shall be void. This would include a Certificate of Possession, lease, contract, allotment, testamentary disposition, transfer, assignment or agreement of any kind.

Non-Members

4. A person who is not a Member may only hold a lease, licence or permit in First Nation Land.

Grants to non-Members

5. The written consent of the Council must be obtained for any grant or disposition of a lease, licence or permit in First Nation Land to a person who is not a Member.

### 31. Existing Interests

Continuation of existing interests

1. Any interest or licence in First Nation Land that existed when this *Land Code* takes effect will continue in force in accordance with its terms and conditions, subject to this *Land Code*.

### **32. New Interests and Licences**

#### Authority to make dispositions

1. Subject to section 13.1, the Council may, on behalf of the First Nation, grant:
  - (a) interests and licences in First Nation Land, including Certificates of Possession, leases, permits, easements and rights-of-ways; and
  - (b) permits to take resources from First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

#### Conditional grant

2. All written conditions must be met before the grant of an interest, license or permit may be made.

#### Role of the Lands Committee

3. The Lands Committee shall advise Council on the granting of interests, licences and permits and may be authorized to act as a delegate of the Council under this section.

### **33. Certificates of Possession**

#### Application

1. This section summarizes the rights attached to Certificates of Possession, whether issued under the *Indian Act* or under this *Land Code*.

#### Nature of interest in CP

2. Subject to this *Land Code* and any First Nation regulatory processes that may be in effect, a Certificate of Possession in respect of a parcel of Land is an interest that entitles the Member holding it to:
  - (a) permanent use and possession of the Land;
  - (b) benefit from the resources arising from the Land and any related revenues;

- (c) grant subsidiary interests and licences in the Land, including leases, permits, easements and rights-of-ways;
- (d) transfer, devise or otherwise dispose of the Land to another Member;
- (e) obtain permits to take resources from the Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances; and
- (f) any other rights, consistent with this *Land Code*, that are attached to Certificates of Possession under the *Indian Act*.

### **34. Allocation of First Nation Land**

#### Allocation of Land

1. The Council may allocate available Land to Members in accordance with procedures established by the Council in accordance with this *Land Code*.

#### Community input and/or approval not required

2. No community input and/or approval is required for:
  - (a) the allocation of available Land to Members; or
  - (b) the issuance of Certificates of Possession to Members.

#### No allocation of Land to non-Members

3. A person who is not a Member is not entitled to be allocated Land or to hold a permanent interest in First Nation Land.

#### Issuance of CP

4. The Council may issue a CP (Certificate of Possession) to a Member for a lot allocated to that Member in accordance with section 34.2(b).

### **35. Transfer and Assignment of Interests**

#### Transfer of CP

1. A Member may transfer or assign an interest in First Nation Land to another Member without the need for any community input or community approval.

#### Consent of Council

2. Except for transfers under section 35.1 and transfers that occur by operation of law, including transfers of estate by testamentary disposition, or in accordance with a Land Law enacted pursuant to section 39:
  - (a) there shall be no transfer or assignment of an interest in First Nation Land without the consent of the Council; and
  - (b) the grant of an interest or licence is deemed to include section 35.2(a) as a condition on any subsequent transfers or assignments.

### **36. Limits on Mortgages and Seizures**

#### Protections

1. In accordance with the *Framework Agreement*, the following sections of the *Indian Act* continue to apply to First Nation Land:
  - (a) Section 29;
  - (b) Section 87;
  - (c) Subsections 89(1); and
  - (d) Sub-section 89(2).

#### Mortgage of CP

2. The interest of a Member in First Nation Land may be subject to a mortgage or charge, with the written consent of the Council.

### Mortgages of leasehold interests with consent

3. A leasehold interest may be subject to charge or mortgage, but only with the written consent of the Council.

### Time limit

4. The term of any charge or mortgage of a leasehold interest shall not exceed the lesser of:
  - (a) the term of the lease; or
  - (b) forty (40) years.

### Default in mortgage

5. In the event of default in the terms of a charge or mortgage of a leasehold interest, the leasehold interest is not subject to possession by the chargee or mortgagee, foreclosure, power of sale or any other form of execution or seizure, unless:
  - (a) the charge or mortgage received the written consent of the Council;
  - (b) the charge or mortgage was registered in the Kettle and Stony Point Lands Register and the First Nation Lands Register; and
  - (c) a reasonable opportunity to redeem the charge or mortgage is given to the Council on behalf of the First Nation.

### Power of redemption

6. If the Council exercises its power of redemption with respect to a leasehold interest, the First Nation becomes the lessee of the Land and takes the position of the chargor or mortgagor for all purposes after the date of the redemption.

## **37. Residency and Access Rights**

### Right of residence

1. The following persons have a right to reside on First Nation Land:

- (a) First Nation Members and their minor dependent child(ren); and
- (b) Any person who does not have membership but has Council's permission to reside in accordance with any law enacted by the Anishnaabeg of Kettle and Stony Point First Nation for the purpose of residency;

#### Restricted access

2. No persons shall be allowed access to CP Land without the owner's permission.

#### Right of access

3. The following persons have a right of access to First Nation Land:
  - (a) First Nation Members and their families;
  - (b) a Member's invited guests unless a Council Resolution has been enacted barring that individual;
  - (c) a lessee and his or her invitees unless a Council Resolution has been enacted barring that individual;
  - (d) a permittee and those granted a right of access under a permit;
  - (e) a person authorized in writing by the Council/Lands Committee or by a Land Law.

#### Public access

4. Any individual may have access to First Nation/Community Land for any social or business purposes, if:
  - (a) the individual does not trespass on occupied Land and does not interfere with any interest in Land;
  - (b) the individual complies with all applicable laws and policies; and
  - (c) no Resolution has been enacted barring that individual.



## Trespass

5. Any person, who resides on, enters or remains on First Nation/Community Land other than in accordance with a residence or access right under this *Land Code*, is guilty of an offence.

## First Nation Council remedies and civil remedies

6. All First Nation Council Remedies and civil remedies for trespass are preserved.

## **38. Transfers on Death**

1. Until the Anishnaabeg of Kettle and Stony First Nation exercises jurisdiction in relation to wills and estates, the provision of the *Indian Act* dealing with wills and estates shall continue to apply with respect to interests in First Nation Land.
2. A person who receives an Interest in First Nation Land by testamentary disposition or succession in accordance with a written decision of the Minister, or his or her designate, pursuant to the *Indian Act*, is entitled to have that interest registered in the Kettle and Stony Point Lands Register.
3. If no provision has been made by the deceased Member of the disposition of the Land to another Member, the following rules apply:
  - (a) the Minister or his or her delegate may make application to Chief and Council requesting that an instrument evidencing lawful possession or occupation of First Nation Land be issued;
  - (b) a Certificate of Possession or other instrument may be issued in accordance with procedures established by Chief and Council, or application of the Minister or his or her delegate, if the beneficiary or purchaser is a Member of the First Nation.

### **39. Matrimonial Real Property Law**

#### Development of rules and procedures

1. The Council shall enact a Matrimonial Real Property Law providing rules and procedures applicable on the breakdown of a marriage, to:
  - (a) the use, occupancy and possession of First Nation Land; and
  - (b) the division of interests in that Land.

#### Enactment of rules and procedures

2. The rules and procedures contained in the Matrimonial Real Property Law shall be developed by the Anishnaabeg of Kettle and Stony Point First Nation in consultation with the Members.

#### Enactment deadline

3. The Matrimonial Real Property Law must be enacted within twelve (12) months from the date this *Land Code* takes effect.

#### General principles

4. For greater certainty, the rules and procedures developed under this section must respect the following general principles:
  - (a) only Members are entitled to hold a permanent interest in First Nation Land or a charge against a permanent interest in First Nation Land;
  - (b) the Member children of the spouses, if any, have a right to remain undisturbed in the matrimonial home, with the custodial parent / primary care-giver, regardless of whether or not that parent is a member of the Anishnaabeg of Kettle and Stony Point First Nation;
  - (c) the rules and procedures of matrimonial real property may distinguish as between Members and non-Members for the purpose of determining what type of interest in First Nation Land may be held by an individual upon breakdown of marriage; and

- (d) the rules and procedures shall not discriminate on the basis of sex.

#### Enactment of Land Law

5. Subject to section 39.6, the Council may enact an interim Matrimonial Real Property Law as soon as this *Land Code* comes into force.

#### Immediate rules

6. The interim Matrimonial Real Property Law enacted before the work and the community consultation is complete, shall remain in effect until such a time when the Anishnaabeg of Kettle and Stony Point First Nation enacts the Matrimonial Real Property Law under section 39.1.

## **PART 8 DISPUTE RESOLUTION**

### **40. Dispute Resolution Panel**

#### Panel established

1. The Dispute Resolution Panel is hereby established with jurisdiction to resolve disputes in relation to First Nation Land.

#### Appointment of Panel

2. The Panel shall be composed of five (5) panellists all of whom must be Eligible Voters and shall not include more than two (2) members who are immediate relatives or are from the same extended family.

#### Representation

3. The Lands Committee shall appoint the panellists, and shall ensure that the Panel represents the various elements of the community, including Elders, youth, professionals and non-resident Members.

### Term of office

4. The panellists hold office for a term of two (2) years.

## **41. Dispute Procedure**

### Disputes

1. Any matter or dispute related to First Nation Land may be referred to the Panel for resolution.

### Optional process

2. An application to the Panel to resolve a dispute is optional. All other civil remedies continue to be available to Members and non-Members.

### Disputes not resolved by Council

3. If a Member, or a non-Member with an interest in First Nation Land, has a dispute with the Lands Committee or with the Council, the person must:
  - (a) first attempt to resolve that dispute with the Council or the Lands Committee; and
  - (b) if no resolution can be achieved, the dispute may then be referred to the Panel.

### Application procedures

4. Applications to the Panel shall be made in accordance with the procedures established by the Panel.

### Limitation period

5. The limitation period for referring a matter or dispute to the Panel is:
  - (a) thirty (30) days after the day the decision, act or omission being referred was made; or
  - (b) in the case of a dispute with the Lands Committee or with Chief and Council, thirty (30) days after the Lands Committee or Chief and Council rejects the attempts at resolution made under section 41.3.

### Panel of three

6. Disputes referred to the Panel are to be heard by three (3) of the five (5) panellists who are not immediate relatives or extended family of the members involved in the dispute and are chosen as follows:
  - (a) one (1) panellist is to be chosen by each of the two parties to the dispute;
  - (b) one (1) panellist, who is to be the chairperson, is to be chosen by the rest of the Panel: and
  - (c) in the case of situations not adequately covered by section (a) or (b) above, all three (3) panellists are to be chosen by the Panel as a whole.

## **42. Impartiality**

### Duty to act impartially

1. The Panel shall act impartially and without bias or favour to any party in a dispute.

### Offence

2. It is an offence for a person to act, or attempt to act, in a way to improperly influence a decision of the Panel.

### Rejection of application

3. In addition to any other sanction, the Panel may reject an application without hearing it if the Panel believes that the applicant acted, or attempted to act, in a way to improperly influence its decision.

## **43. Powers of Dispute Resolution Panel**

### Powers of Panel

1. The Panel may, after hearing a dispute:
  - (a) confirm or reverse the decision, in whole or in part;
  - (b) substitute its own decision for the decision in dispute;
  - (c) direct that an action be taken or ceased; or
  - (d) refer the matter or dispute back for a new decision.

### Rules of Panel

2. The Panel may establish rules for the procedure at its hearings and generally for the conduct of its affairs.

### Professional services

3. The Panel may obtain the service of professionals to assist it in fulfilling its functions, in which case it shall make best efforts to use professional services available in the community.

### Written decisions

4. Decisions of the Panel must be in writing, signed by the person chairing the Panel or by an officer designated by the Panel to do so.

### Reasons

5. The Panel shall give reasons for its decision, and shall do so in writing within fourteen (14) days after, the date of the decision.

### Appeal of decision

6. A decision of the Panel is binding but, subject to any exception established by a law, may be appealed to the Federal Court (Trial Division).

## **PART 9 OTHER MATTERS**

### **44. Liability**

#### Liability coverage

1. The Council shall arrange, maintain and pay, insurance coverage for its officers and employees engaged in carrying out any matter related to First Nation Land to indemnify them against personal liability arising from the performance of those duties.

### Extent of coverage

2. The extent of the insurance coverage shall be determined by the Council.

## **45. Offences**

### Application of the Criminal Code

1. Unless some other procedure is provided for by a law, the summary conviction procedures of Part XXVII of the *Criminal Code*, as amended from time to time, apply to offences under this *Land Code* or under a Land Law.

## **46. Amendments to *Land Code***

### Community approval

1. Any amendments to this *Land Code* that significantly change the scope of the document must be approved by Ratification Vote to be effective.
2. A Ratification Vote is not required for revisions made to this *Land Code* that do not change the substance of this *Land Code*. Chief and Council and/or the Lands Committee may arrange and revise this *Land Code*. Revisions may be made as a result of, but are not limited to:
  - (a) an amendment of the description of the First Nation Land subject to the *Land Code* and Individual Agreement, as amended from time to time;
  - (b) a reference in this *Land Code* to a clause in another act or document that was amended and resulted in clause renumbering;
  - (c) a reference in this *Land Code* to an Act or parts thereof that have expired, have been repealed or suspended;
  - (d) minor improvements in the language as may be required to bring out more clearly the intention of the Anishnaabeg of Kettle and Stony Point First Nation without changing the substance of the *Land Code*;

- (e) changes in this *Land Code* as are required to reconcile seeming inconsistencies with other acts; and
- (f) correct editing, grammatical or typographical errors.

#### **47. Commencement of *Land Code***

##### Preconditions

1. This *Land Code* shall not take effect unless the community approves this *Land Code* and the Individual Agreement with Canada and this *Land Code* has been certified by the Verifier pursuant to the *Framework Agreement*.

##### Commencement date

2. Subject to section 47.1, this *Land Code* shall take effect on the first day of the month following the certification of this *Land Code* by the Verifier.



**APPENDIX "A"**

DESCRIPTION OF ANISHNAABEG OF KETTLE AND STONY POINT FIRST NATION LAND AS LISTED AS ANNEX "G" IN THE INDIVIDUAL AGREEMENT ON FIRST NATION LAND MANAGEMENT BETWEEN ANISHNAABEG OF KETTLE AND STONY POINT FIRST NATION AND HER MAJESTY THE QUEEN IN RIGHT OF CANADA

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**ANNEX "G"****DESCRIPTION OF ANISHNAABEG OF KETTLE AND STONY POINT FIRST NATION LAND****Legal Description****Kettle Point Indian Reserve No.44.**

Legal description of the extent of Reserve Lands that will be subject to the Land Code of the Chippewas of Kettle and Stony Point First Nation under the First Nations Land Management Act.

Reserve Lands within the County of Lambton, Province of Ontario, Canada, Comprised of the following lands, excluding mines and minerals,

All of Kettle Point Indian Reserve No. 44, as shown on:

- Plan 96362 recorded in the Canada Lands Surveys Records (CLSR)
- Plan 96361 CLSR
- Plan 102550 CLSR
- Part 1, Plan 83604 CLSR
- Parts 1, 2 and 3, Plan 87768 CLSR
- Part 1, Plan 85161 CLSR

Total lands, excluding mines and minerals, containing 1032.9 hectares, 2552.5 acres, more or less.

**Mines and Minerals:**

- Plan 96362 recorded in the Canada Lands Surveys Records (CLSR)
- Plan 96361 CLSR
- Plan 102550 CLSR
- Parts 1 to 8, Plan 93035 CLSR
- Part 1, Plan 95956 CLSR
- Part 1, Plan 83604 CLSR
- Parts 1, 2 and 3, Plan 87768 CLSR
- Part 1, Plan 85161 CLSR

Total mines and minerals, containing 1037.0 hectares, 2562.5 acres, more or less.