

**THUNDERCHILD FIRST NATION
DESIGNATION DOCUMENT:**

**THUNDERCHILD FIRST NATION GAS STATION AND CONVENIENCE STORE
(RETRO PETRO) URBAN RESERVE LANDS (SURFACE)**

WHEREAS:

- A. The Thunderchild First Nation (“First Nation”) is a band within the meaning of the *Indian Act*, R.S.C. 1985 c.I-5 (the “*Indian Act*”), and is entitled to acquire land for reserve creation pursuant to the Thunderchild Band Specific Agreement dated May 11, 1993;
- B. The First Nation desires to conditionally designate by way of surrender that is not absolute, pursuant to *Indian Act* to Her Majesty the Queen in right of Canada (“Her Majesty”), the First Nation’s rights and interests in the lands as more particularly described in the attached Appendix “A” entitled Thunderchild First Nation Reserve Lands (Surface) Retro-Petro Gas Station and Convenience Store (the “Designated Lands”), for leasing and related purposes;
- C. By Band Council Resolution No. 2019-20 – 047, dated January 8, 2020, the First Nation’s Chief and Council of the band, as defined in the *Indian Act* (the “Council”) requested that the Minister of Indigenous Services Canada (the “Minister”) order a referendum to determine if the majority of electors of the First Nation are in favour of the proposed Designation; and
- D. This Designation has been assented to by a majority of the electors of the First Nation in accordance with the *Indian Act* on the 18th day of November, 2020;

DESIGNATION:

NOW THEREFORE, pursuant to the *Indian Act*, the First Nation hereby designates, by way of surrender that is not absolute, to Her Majesty all the rights and interests of the First Nation and its members in the Designated Lands required to carry out the purposes of this Designation;

SUBJECT TO any *Indian Act* interests granted at the time the Designated Lands are set apart as a reserve;

TERM - This Designation is for a term of 99 years that begins upon the date of acceptance of this Designation by the Minister;

PURPOSE - HER MAJESTY MAY AND IS AUTHORIZED TO:

1. Grant, in accordance with the *Indian Act*, leases, permits, easements, rights of way, licenses and other rights and/or interests available at law and amendments to same, for all or any portion or portions of the Designated Lands for the development, occupation and use of the Designated Lands for commercial purposes including gas station and convenience store purposes, as well as, industrial, retail, recreational, educational, institutional, and residential leasing; and
2. Grant, in accordance with the *Indian Act*, any and all such leases, permits, easements, rights of way, licenses and other rights and/or interests available at law and amendments to same, to enable all projects, works and activities that may be necessary or ancillary to the furtherance of the primary purpose(s) of any lease granted in accordance with this Designation.

UPON THE CONDITIONS THAT:

1. The terms and conditions of every lease and other related interest to be issued pursuant to this Designation shall be approved, in advance, by resolution, made in writing, and in accordance with paragraph 2(3)(b) of the *Indian Act* (the “Resolution”) by the Council;
2. All moneys collected, received or held by Her Majesty under any leases, permits, easements, rights of way, licenses, disposition and other rights and/or interests granted pursuant to this Designation shall be credited to the First Nation as Indian moneys as defined in the *Indian Act*;
3. All leases shall be at fair market rent; however, where the lessee is 100% owned and controlled by the First Nation, a lease may be for nominal rent of one dollar (\$1.00), provided that if the First Nation no longer owns and controls 100% of the lessee entity, then the rent shall be increased to fair market rent at that time;
4. Where a lease is at less than fair market rent, all subleases shall be for fair market rent;
5. Fair market rent payable under a lease, sublease or other transactions, as the case may be, shall be determined by a qualified independent appraiser, and shall require periodic rent reviews;
6. Subject to the *Indian Act*, a lease, permit, license or other interest may allow assignments, subleases and mortgages, and may be used as security to obtain financing and to secure other obligations;
7. If a proposed lease provides:
 - a. for payment of rent at less than fair market rent; or
 - b. for any proposed industrial project, facility or activity, as determined by the Minister;

the Council shall, prior to the execution of the lease by Her Majesty, provide a Resolution stating that the Council has taken reasonable steps to inform the First Nation electors of the terms and conditions of the lease, including the annual rent that would have been paid if the

land had been leased for fair market rent, the environmental impact, and, the project, if any, being considered;

8. Her Majesty may enter into agreements with lenders, sublessees, or the holders of other rights or interests so that, in certain circumstances, the lender, sublessee, holders of other rights or interests or other designated entities could be the direct lessee or direct interest holder of Her Majesty;
9. A grant of any right or interest in, to or against the Designated Lands may not extend beyond the term authorized by this Designation;
10. Her Majesty may, upon request of Council by way of Resolution, revoke this Designation or amend Appendix “A” of this Designation to remove Designated Lands, provided that there are no rights or interests, legal or equitable, vested or contingent, then in existence for that portion or those portions of the Designated Lands to be affected by the proposed revocation or amendment; and
11. Her Majesty may, with the approval of Council by way of Resolution, amend this Designation for the purpose of correcting a clerical omission, mistake, or manifest error or to make other minor amendments in order to give full effect to the intent of this Designation, all of which shall be determined by Her Majesty.

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POWER CONFERRED ON THE BAND:

Pursuant to paragraph 2(3)(a) of the *Indian Act*, the electors of the First Nation authorize the Council to act on behalf of the First Nation to exercise all such powers and provide any such further consents and approvals as may be necessary to carry out any transactions and to fulfill the purpose of this Designation, including the above conditions.

IN WITNESS WHEREOF the undersigned have on behalf of the First Nation set their hands this _____ day of _____, 2020.

**SIGNED ON BEHALF OF THE
THUNDERCHILD FIRST NATION
BY A QUORUM OF THE COUNCIL:**

IN THE PRESENCE OF:

Chief James Snakeskin

Signature

Councillor Walter Jimmy

Printed Name

Councillor Billy Yellowhead

Position

Councillor John Noon

Councillor Barry Paddy

Councillor Melvin Thunderchild

Councillor Savana Walkingbear

**Appendix A – Thunderchild First Nation Reserve Lands (Surface) Retro-Petro Gas Station
and Convenience Store**

- | | |
|---|------------------|
| 1) Lot 40 Blk/Par 29 No. G4296 Ext 0
Title 66S03942F | (0.036 hectares) |
| 2) Lot 41 Blk/Par 29 No. G4296 Ext 0
Title 66S03942F | (0.036 hectares) |
| 3) Lot 42 Blk/Par 29 No. G4296 Ext 0
Title 66S03942F | (0.029 hectares) |

Thunderchild First Nation Designation Gas Station and Convenience Store (Retro Petro): TLE Reserve Lands (Ballot 1)

LEGEND

Pre-Reserve Surface Lands to be Designated shown thus....

This map was compiled September 23rd, 2019.
FlySask Imagery.

THIS MAP IS NOT TO BE USED FOR DEFINING BOUNDARIES
It is a guide to surveys and documents affecting the Indian Reserves.
Administrative decisions should be based on legal
documents and legal survey plans.
Current transaction information should be obtained from
Indian Reserve abstracts.



Frame B
City of Saskatoon
Scale 1: 500

33rd Street West

LOT 40

LOT 41

LOT 42

BLOCK 29

120012398

120012387

203365425

Idylwyld Drive N.
(Louis Riel Trail)

S a s k a t o o n

**THUNDERCHILD FIRST NATION
DESIGNATION DOCUMENT:**

**THUNDERCHILD FIRST NATION PRE-RESERVE TLE LANDS (SURFACE) IN THE
MUNICIPALITY OF THE TOWN OF BATTLEFORD**

WHEREAS:

- A. The Thunderchild First Nation ("First Nation") is a band within the meaning of the *Indian Act* R.S.C. 1985 c.I-5 (the "*Indian Act*") and is entitled to acquire land for reserve creation pursuant to the Thunderchild Band Specific Agreement dated May 11, 1993;
- B. The First Nation desires to conditionally designate by way of surrender that is not absolute, pursuant to the *Addition of Lands to Reserves and Reserve Creation Act* S.C. 2018, c. 27, s. 675 (the "*ALRRCA*") and the *Indian Act*, to Her Majesty the Queen in right of Canada ("Her Majesty"), the First Nation's rights and interests in the lands as more particularly described in the attached Appendix "A" entitled Schedule of Pre-reserve Treaty Land Entitlement Lands (Surface) (the "Designated Lands"), for leasing and related purposes;
- C. By Band Council Resolution No. 2019/20 – 047, dated January 8, 2020, the First Nation's Chief and Council of the band, as defined in the *Indian Act* (the "Council") requested that the Minister of Crown-Indigenous Relations order a referendum to determine if the majority of electors of the First Nation are in favour of the proposed Designation; and
- D. This Designation has been assented to by a majority of the electors of the First Nation in accordance with the *ALRRCA* and the *Indian Act* on the ____ day of _____, 2020;

DESIGNATION:

NOW THEREFORE, pursuant to section 5 of the *ALRRCA*, the First Nation hereby designates, by way of surrender that is not absolute, to Her Majesty all the rights and interests of the First Nation and its members in the Designated Lands required to carry out the purposes of this Designation;

SUBJECT TO any *Indian Act* interests granted at the time the Designated Lands are set apart as a reserve;

TERM - This Designation is for a term of 99 years that begins upon the date of acceptance of this Designation by the Minister of Crown-Indigenous Relations;

PURPOSE - HER MAJESTY MAY AND IS AUTHORIZED TO:

- 1. Grant, in accordance with *ALRRCA* and the *Indian Act*, leases, permits, easements, rights of way, licenses and other rights and/or interests available at law and amendments to same, for all or any portion or portions

of the Designated Lands for commercial, industrial, retail, recreational, educational, institutional, agricultural and residential purposes; and

2. Grant, in accordance with *ALRRCA* and the *Indian Act*, any and all such leases, permits, easements, rights of way, licenses and other rights and/or interests available at law and amendments to same, to enable all projects, works and activities that may be necessary or ancillary to the furtherance of the primary purpose(s) of any lease granted in accordance with this Designation.

UPON THE CONDITIONS THAT:

1. The terms and conditions of every lease and other related interest to be issued pursuant to this Designation shall be approved, in advance, by resolution, made in writing, and in accordance with paragraph 2(3)(b) of the *Indian Act* (the "Resolution") by the Council;
2. All moneys collected, received or held by Her Majesty under any leases, permits, easements, rights of way, licenses, disposition and other rights and/or interests granted pursuant to this Designation shall be credited to the First Nation as Indian moneys as defined in the *Indian Act*;
3. All leases shall be at fair market rent; however, where the lessee is 100% owned and controlled by the First Nation, a lease may be for nominal rent of one dollar (\$1.00), provided that if the First Nation no longer owns and controls 100% of the lessee entity, then the rent shall be increased to fair market rent at that time;
4. Where a lease is at less than fair market rent, all subleases shall be for fair market rent;
5. Fair market rent payable under a lease, sublease or other transactions, as the case may be, shall be determined by a qualified independent appraiser, and shall require periodic rent reviews;
6. Subject to the *Indian Act*, a lease, permit, license or other interest may allow assignments, subleases and mortgages, and may be used as security to obtain financing and to secure other obligations;
7. If a proposed lease provides:
 - a. for payment of rent at less than fair market rent;
 - b. for any proposed industrial project, facility or activity, as determined by Her Majesty; and/or
 - c. for any proposed intensive agricultural project, facility, or activity, including an intensive livestock or poultry operation;

the Council shall, prior to the execution of the lease by Her Majesty, provide a Resolution stating that the Council has taken reasonable steps to inform the First Nation electors of the terms and conditions of the lease, including the annual rent that would have been paid if the land had been leased for fair market rent, the environmental impact, and, the project, if any, being considered;

8. Her Majesty may enter into agreements with lenders, sublessees, or the holders of other rights or interests so that, in certain circumstances, the lender, sublessee, holders of other rights or interests or other designated entities could be the direct lessee or direct interest holder of Her Majesty;

9. A grant of any right or interest in, to or against the Designated Lands may not extend beyond the term authorized by this Designation;
10. Her Majesty may, upon request of Council by way of Resolution, revoke this Designation or amend Appendix "A" of this Designation to remove Designated Lands, provided that there are no rights or interests, legal or equitable, vested or contingent, then in existence for that portion or those portions of the Designated Lands to be affected by the proposed revocation or amendment; and
11. Her Majesty may, with the approval of Council by way of Resolution, amend this Designation for the purpose of correcting a clerical omission, mistake, or manifest error or to make other minor amendments in order to give full effect to the intent of this Designation, all of which shall be determined by Her Majesty.

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POWER CONFERRED ON THE BAND:

Pursuant to paragraph 2(3)(a) of the *Indian Act*, the electors of the First Nation authorize the Council to act on behalf of the First Nation to exercise all such powers and provide any such further consents and approvals as may be necessary to carry out any transactions and to fulfill the purpose of this Designation, including the above conditions.

IN WITNESS WHEREOF the undersigned have on behalf of the First Nation set their hands this ____ day of _____, 2020.

**SIGNED ON BEHALF OF THE
THUNDERCHILD FIRST NATION
BY A QUORUM OF THE COUNCIL:**

IN THE PRESENCE OF:

Chief James Snakeskin

Signature

Councillor Walter Jimmy

Printed Name

Councillor Billy Yellowhead

Position

Councillor John Noon

Councillor Barry Paddy

Councillor Melvin Thunderchild

Councillor Savana Walkingbear

Appendix A – Schedule of Pre-reserve Treaty Land Entitlement Lands (Surface) (the “Designated Lands”), for leasing and related purposes

- 1) Parcel # 148893609
Blk/Par B. Plan No. 101316574 Ext. 70, as shown on Plan No. 101303547
- 2) Parcel # 203238468
Blk/Par B. Plan No. 101316574 Ext. 72
- 3) Parcel # 203238424

Thunderchild First Nation Designation TLE Pre-Reserve Lands in the Town of Battleford: Surface Leasing (Ballot 2)

LEGEND

Pre-Reserve Surface Lands to be Designated shown thus.....

This map was compiled September 23rd, 2019.

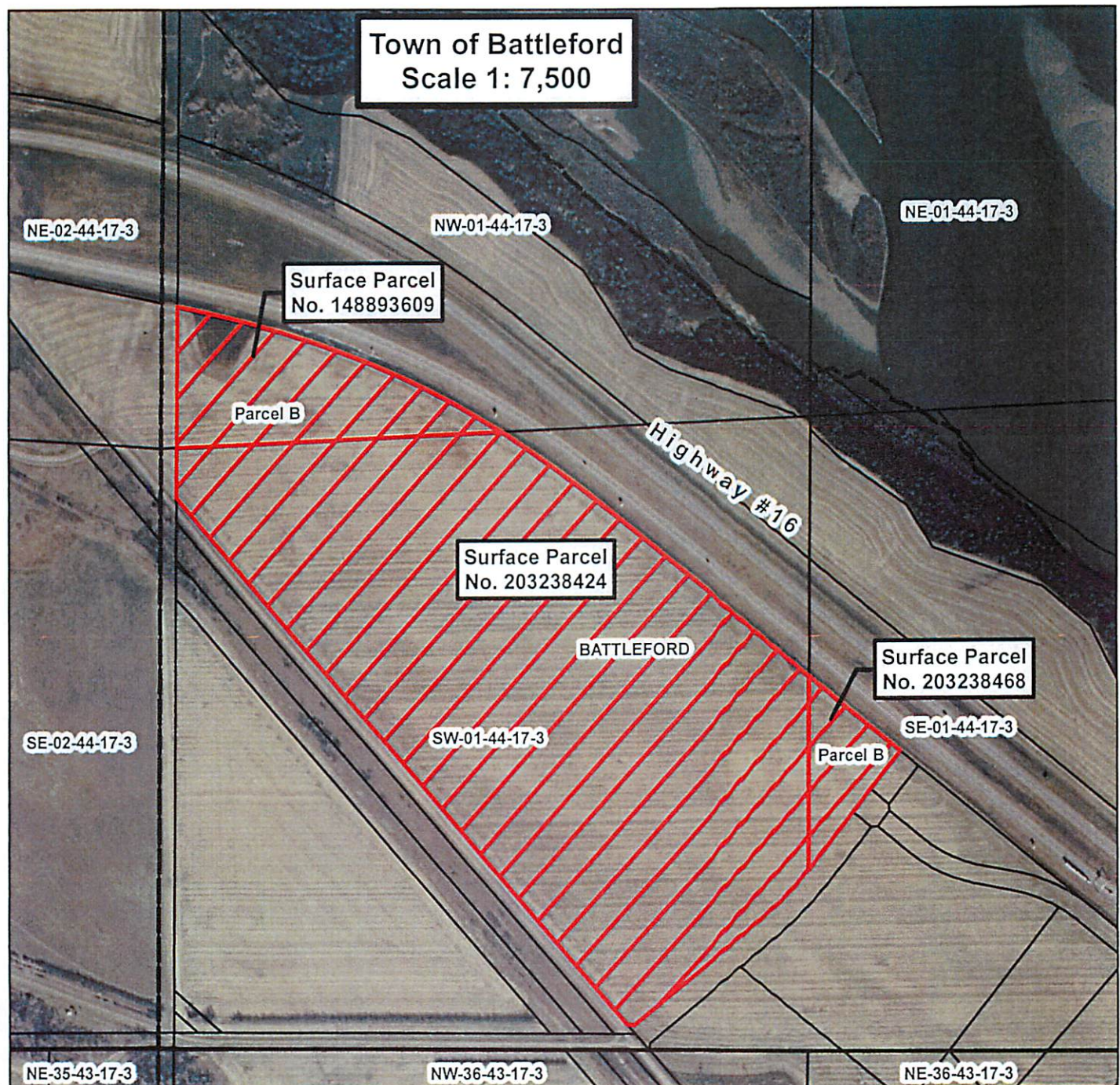
FlySask Imagery.

THIS MAP IS NOT TO BE USED FOR DEFINING BOUNDARIES

It is a guide to surveys and documents affecting the Indian Reserves.

Administrative decisions should be based on legal documents and legal survey plans.

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**THUNDERCHILD FIRST NATION
DESIGNATION DOCUMENT:**

**THUNDERCHILD FIRST NATION WELLNESS CENTRE & HIGHWAY #3
RESERVE LANDS (SURFACE)**

WHEREAS:

- A. The Thunderchild First Nation (“First Nation”) is a band within the meaning of the *Indian Act*, R.S.C. 1985 c.I-5 (the “*Indian Act*”), and is entitled to acquire land for reserve creation pursuant to the Thunderchild Band Specific Agreement dated May 11, 1993;
- B. The First Nation desires to conditionally designate by way of surrender that is not absolute, pursuant to *Indian Act* to Her Majesty the Queen in right of Canada (“Her Majesty”), the First Nation’s rights and interests in the lands as more particularly described in the attached Appendix “A” entitled Thunderchild First Nation Wellness Centre & Highway #3 Reserve Lands (Surface) for leasing and related purposes (the “Designated Lands”);
- C. By Band Council Resolution No. 2019-20-047 dated January 8, 2020, the First Nation’s Chief and Council of the band, as defined in the *Indian Act* (the “Council”) requested that the Minister of Indigenous Services Canada (the “Minister”) order a referendum to determine if the majority of electors of the First Nation are in favour of the proposed Designation; and
- D. This Designation has been assented to by a majority of the electors of the First Nation in accordance with the *Indian Act* on the 18th day of November, 2020;

DESIGNATION:

NOW THEREFORE, pursuant to the *Indian Act*, the First Nation hereby designates, by way of surrender that is not absolute, to Her Majesty all the rights and interests of the First Nation and its members in the Designated Lands required to carry out the purposes of this Designation;

SUBJECT TO any *Indian Act* interests granted at the time the Designated Lands are set apart as a reserve;

TERM - This Designation is for a term of 99 years that begins upon the date of acceptance of this Designation by the Minister;

PURPOSE - HER MAJESTY MAY AND IS AUTHORIZED TO:

1. Grant, in accordance with the *Indian Act*, leases, permits, easements, rights of way, licenses and other rights and/or interests available at law and amendments to same, for all or any portion or portions of the Designated Lands for the development, occupation and use of the Designated Lands for commercial purposes, as well as, industrial, retail, recreational, educational, institutional including a health facility, and residential leasing; and
2. Grant, in accordance with the *Indian Act*, any and all such leases, permits, easements, rights of way, licenses and other rights and/or interests available at law and amendments to same, to enable all projects, works and activities that may be necessary or ancillary to the furtherance of the primary purpose(s) of any lease granted in accordance with this Designation.

UPON THE CONDITIONS THAT:

1. The terms and conditions of every lease and other related interest to be issued pursuant to this Designation shall be approved, in advance, by resolution, made in writing, and in accordance with paragraph 2(3)(b) of the *Indian Act* (the “Resolution”) by the Council;
2. All moneys collected, received or held by Her Majesty under any leases, permits, easements, rights of way, licenses, disposition and other rights and/or interests granted pursuant to this Designation shall be credited to the First Nation as Indian moneys as defined in the *Indian Act*;
3. All leases shall be at fair market rent; however, where the lessee is 100% owned and controlled by the First Nation, a lease may be for nominal rent of one dollar (\$1.00), provided that if the First Nation no longer owns and controls 100% of the lessee entity, then the rent shall be increased to fair market rent at that time;
4. Where a lease is at less than fair market rent, all subleases shall be for fair market rent;
5. Fair market rent payable under a lease, sublease or other transactions, as the case may be, shall be determined by a qualified independent appraiser, and shall require periodic rent reviews;
6. Subject to the *Indian Act*, a lease, permit, license or other interest may allow assignments, subleases and mortgages, and may be used as security to obtain financing and to secure other obligations;
7. If a proposed lease provides:
 - a. for payment of rent at less than fair market rent; or

- b. for any proposed industrial project, facility or activity, as determined by the Minister;

the Council shall, prior to the execution of the lease by Her Majesty, provide a Resolution stating that the Council has taken reasonable steps to inform the First Nation electors of the terms and conditions of the lease, including the annual rent that would have been paid if the land had been leased for fair market rent, the environmental impact, and, the project, if any, being considered;

- 8. Her Majesty may enter into agreements with lenders, sublessees, or the holders of other rights or interests so that, in certain circumstances, the lender, sublessee, holders of other rights or interests or other designated entities could be the direct lessee or direct interest holder of Her Majesty;
- 9. A grant of any right or interest in, to or against the Designated Lands may not extend beyond the term authorized by this Designation;
- 10. Her Majesty may, upon request of Council by way of Resolution, revoke this Designation or amend Appendix “A” of this Designation to remove Designated Lands, provided that there are no rights or interests, legal or equitable, vested or contingent, then in existence for that portion or those portions of the Designated Lands to be affected by the proposed revocation or amendment; and
- 11. Her Majesty may, with the approval of Council by way of Resolution, amend this Designation for the purpose of correcting a clerical omission, mistake, or manifest error or to make other minor amendments in order to give full effect to the intent of this Designation, all of which shall be determined by Her Majesty.

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POWER CONFERRED ON THE BAND:

Pursuant to paragraph 2(3)(a) of the *Indian Act*, the electors of the First Nation authorize the Council to act on behalf of the First Nation to exercise all such powers and provide any such further consents and approvals as may be necessary to carry out any transactions and to fulfill the purpose of this Designation, including the above conditions.

IN WITNESS WHEREOF the undersigned have on behalf of the First Nation set their hands this ____ day of _____, 2020.

**SIGNED ON BEHALF OF THE
THUNDERCHILD FIRST NATION
BY A QUORUM OF THE COUNCIL:**

IN THE PRESENCE OF:

Chief James Snakeskin

Signature

Councillor Walter Jimmy

Printed Name

Councillor Billy Yellowhead

Position

Councillor John Noon

Councillor Barry Paddy

Councillor Melvin Thunderchild

Councillor Savana Walkingbear

Appendix "A"							
Thunderchild First Nation							
Wellness Centre & Highway #3 Reserve Lands (Surface)							
Legal Land Description							
Line No.	Surface	Legal Land Description	Lot	Block	CLSR Plan	SLSD Plan	Reserve Creation OIC
1		West 1/2 Sec 15 Tp52-R20-W3M	33		108880 CLSR	102326464 SLSD	PC 2356
2		West 1/2 Sec 15 Tp52-R20-W3M	34		108880 CLSR	102326464 SLSD	PC 2356
3		West 1/2 Sec 15 Tp52-R20-W3M	35		108880 CLSR	102326464 SLSD	PC 2356
4	135927254	Part of SE-28-51-20-3			98153 CLSR	Tp Plan 51-20-3	MO 2005-014

Thunderchild First Nation Designation Wellness Centre & Highway #3 Reserve Lands (Surface) - Ballot 3

LEGEND

I.R. Boundary

Lands to be Designated

Pre-Reserve Surface Lands to be Designated shown thus.....

This map was compiled January 27th 2020.

Imagery Source: Sask SPOT 1.5m 2016.

THIS MAP IS NOT TO BE USED FOR DEFINING BOUNDARIES

It is a guide to surveys and documents affecting the Indian Reserves.

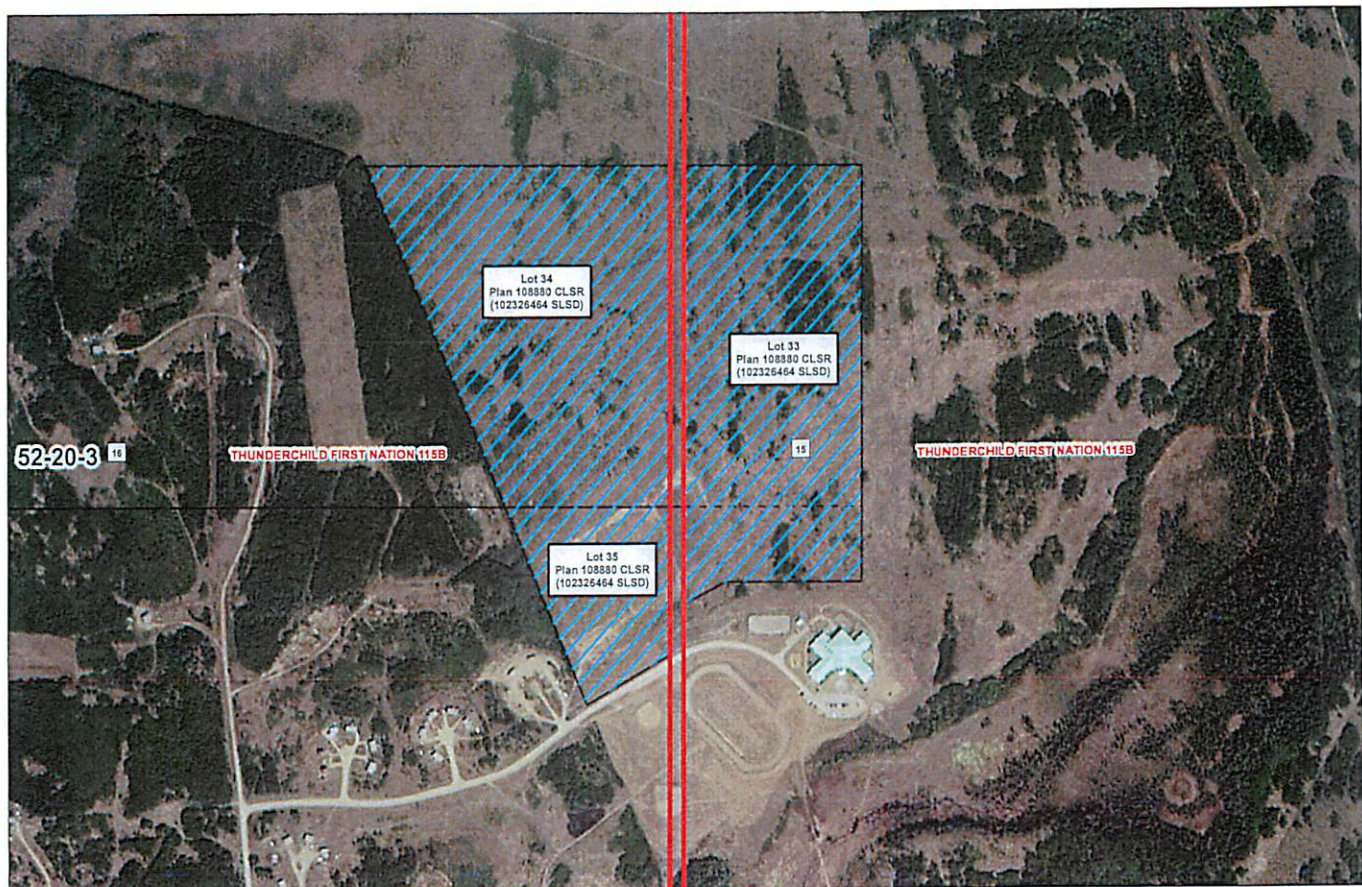
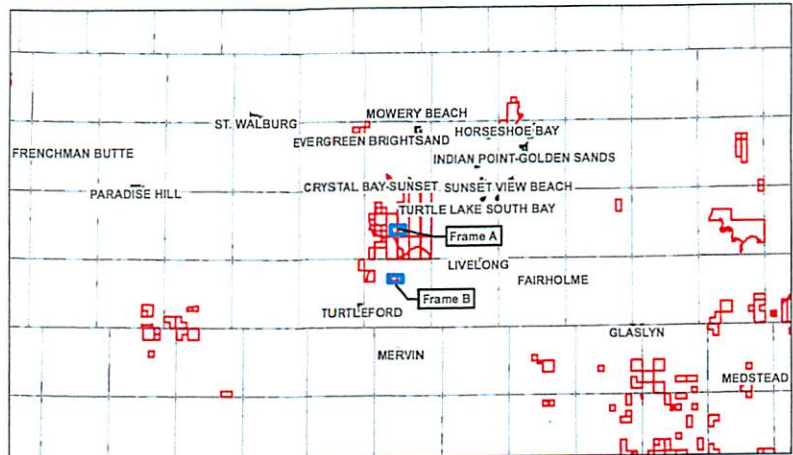
Administrative decisions should be based on legal

documents and legal survey plans.

Current transaction information should be obtained from

Indian Reserve abstracts.

SGB Project: 2018-12-020 v.2.0



INSTRUCTIONS FOR COMPLETING MAIL-IN BALLOT PACKAGE

- a) Mark the ballot by placing a mark ("X"), in the box over the word "YES"; or, over the word "NO" to clearly indicate which way you choose to vote. Do not place a mark in both boxes.

**DO NOT PLACE ANY OTHER MARKS ON THE BALLOT
OR INITIAL THE BALLOT;**

- b) Fold the ballot to conceal your mark. Place your marked ballot in the ballot envelope. Seal the envelope;
- d) Complete and sign the **Voter Declaration** form on the front of the ballot envelope in the presence of a witness who can identify you and who is at least eighteen (18) years of age. The witness needs to complete the section on the left to attest the Voter is the person signing the declaration.

**PLEASE ENSURE THE DECLARATION IS SIGNED AND
WITNESSED OR YOUR VOTE WILL BE VOID AND NOT
COUNTED;**

- e) Place the Ballot envelope (with ballot enclosed and Declaration completed) inside the postage paid self-addressed envelope and seal the envelope;

Mail or deliver the sealed return envelope to the Electoral Officer or Deputy Electoral Officer prior to the closing of the poll on vote day.

----- SAMPLE -----

DECLARATION OF MAIL-IN VOTER

I, Jane Doe,
(please print name)

DO SOLEMNLY DECLARE THAT:

1. I am an elector of XXXXXXXXXX First Nation, (Band/First Nation)
with a band registry (Treaty) number 111 001230 01.
2. My date of birth is Month, day, year.
3. I live at address, FN, City or town. (optional)
4. I have read and understood the Mail-in Ballot Package sent to me, and of my
own free will, without the compulsion or undue influence of anyone, have
answered the Ballot Question by marking the ballot. I understand that if I vote in
person, my Mail-in Ballot will not be counted.
5. I have folded the ballot, hiding my mark and showing the initials marked on the
back, and I have placed the ballot in the ballot envelope.

SIGNED this day day of Month 2019 at Town/City, Saskatchewan
(Town/City and Province)

In the presence of:)
)
Sally Smith)
(Witness's signature))
)
123 Any Street)
)
Regina, SK S4S 1P2)
(Witness's address))

Jane Doe
(Signature of Voter)

Witness must be 18 years of age or older, and is attesting that the Voter
signing the "Declaration of Mail-In Voter" is the person whose name is set
out in the form.

----- SAMPLE -----