

ARTICLE 8

NUNAVIK INUIT LANDS

PART 8.1: DEFINITIONS

8.1.1 In this Article:

“*bed*” of a body of water means the land covered so long by water as to wrest it from vegetation or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself;

“*contaminated site*” means a site where persons have abandoned or disposed of substances of such a nature and in such a manner, quantity or concentration that the substances constitute or are likely to constitute a danger to human life or to the environment;

“*natural boundary*” means a boundary described in relation to the position of a natural feature;

“*ordinary high water mark*” or “*bank*” of a body of water means the limit or edge of its bed;

“*Registrar*” means “*Registrar*” as defined in the *Nunavut Land Titles Act* and responsible for the NMR from time to time;

“*Surveyor General*” means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized by the federal Minister of Natural Resources Canada to carry out any or all of the duties of the Surveyor General;

“*tideland*” means the land between the lines of the ordinary high and low tides that are covered and uncovered successively by the ebb and flow of normal tides;

PART 8.2: NUNAVIK INUIT LANDS

8.2.1 Nunavik Inuit Lands shall include:

- (a) any lands in the NMR identified as Nunavik Inuit Lands as provided in Schedules 8-1 and 8-3 of this Article;

- (b) any lands jointly owned with the Crees of Eeyou Istchee within the Joint Inuit/Cree Zone of the NMR as provided in Schedule 8-2;
- (c) any replacement lands provided in accordance with Part 12.4.
- (d) where Government agrees, lands acquired by Makivik or a MDO in the NMR subsequent to the Final Agreement.

PART 8.3: NATURE OF TITLE

8.3.1 Title to Nunavik Inuit Lands shall include:

- (a) all lands described in Schedules 8-1 to 8-3 above the ordinary high water mark but, for greater certainty, shall exclude the tidelands and the seabed;
- (b) the beds of rivers, streams, lakes and other bodies of water above the tidelands;
- (c) the mines and minerals that may be found to exist within, upon or under Nunavik Inuit Lands;
- (d) the strip of land one hundred (100) feet in width, measured from ordinary high water mark or from the boundary line which, absent this provision, would be reserved to the Crown pursuant to s. 13 of the *Territorial Lands Act, R.S., c. T-6, s.1*.

8.3.2 Title vested pursuant to section 8.5.1 may be referred to as “Nunavik Inuit Title”.

8.3.3 Nunavik Inuit Title is deemed to be held in the form of fee simple title. The form of title shall not be construed as having the effect of extinguishing or affecting any rights recognized and affirmed by s.35 of the *Constitution Act, 1982*:

- (a) in the NMR of Nunavik Inuit, and
- (b) in the Cree/Inuit Overlap Area of Crees of Eeyou Istchee.

8.3.4 For greater certainty, Nunavik Inuit Lands shall be held for and on behalf of all Nunavik Inuit and not for an individual Nunavik Inuk or individual Nunavik Inuit communities.

PART 8.4: DISPOSITION OF INTERESTS

- 8.4.1 Subject to sections 8.4.2, 8.4.3 and 8.4.6 Nunavik Inuit Lands shall not be conveyed, transferred or otherwise disposed of by the MDO unless approved by 75% of all eligible Nunavik Inuit voters in a referendum. Any expenses related to such referenda shall be solely the responsibility of Makivik.
- 8.4.2 A MDO may, without any requirement for a referendum, grant a lease, license or any other interest less than fee simple for a term of less than 75 years.
- 8.4.3 A MDO may, without any requirement for a referendum, grant any interest in Nunavik Inuit Lands to another MDO.
- 8.4.4 For Nunavik Inuit Lands in Zone C described in Schedule 8-3, the GDO shall enjoy a right of first refusal with respect thereto whereby the MDO cannot sell such Nunavik Inuit Lands without first providing the GDO with the opportunity to match the price and other terms and conditions of any proposed sale.
- 8.4.5 No person may acquire any estate or interest in Nunavik Inuit Lands by prescription, adverse possession or limitation of action.
- 8.4.6 The fee simple interest of a MDO in Nunavik Inuit Lands, while held by the MDO, is not subject to mortgage, attachment, charge, seizure, distress, execution or power of sale.
- 8.4.7 In addition to the provisions of Part 8.4, any disposition of lands identified in Schedule 8-2 are subject to section 5.7 of the Cree/Inuit Offshore Overlap Agreement.

PART 8.5: VESTING OF NUNAVIK INUIT LANDS UPON RATIFICATION

- 8.5.1 Upon ratification of this Agreement, title to Nunavik Inuit Lands excluding lands referred to in Schedule 8-2 shall vest in the MDO, in accordance with Parts 8.3 and 8.4. The lands identified in Schedule 8-2 shall vest in the MDO and the GDO.
- 8.5.2 Upon ratification of this Agreement, Government shall deliver to the Registrar an original signed copy of this Agreement and notification that title to Nunavik Inuit Lands has been vested as described in section 8.5.1.

- 8.5.3 At the delivery of this Agreement and notification to the Registrar, pursuant to section 8.5.2, the Registrar shall treat the notification as if it were letters patent in favour of the MDO or jointly with the GDO, as the case may be, even if there is no plan of survey.
- 8.5.4 After the delivery of this Agreement in accordance with section 8.5.2, upon receipt of the notification pursuant to that section, the Registrar shall, in the ordinary course of operations, and without charge, record the vesting of title described in section 8.5.1 and shall issue certificate of title in the form set out in Schedule 8-4.

PART 8.6: INDEMNIFICATION OF REGISTRAR

- 8.6.1 Canada shall indemnify the Registrar, the Government of Nunavut, or the latter's agents or employees for any liability arising directly or indirectly as a result of the inability of the Registrar to require a survey prior to recording the vesting of title in accordance with this Agreement.
- 8.6.2 Absent negligence by the Registrar, Canada shall indemnify the Registrar, the Government of Nunavut, or the latter's agents or employees for any liability arising, directly or indirectly, from the issuance of a certificate of title where the liability arises as a result of the lands not being within the jurisdiction of the Registrar.

PART 8.7: PROPERTY DESCRIPTIONS, SURVEYS AND BOUNDARIES

- 8.7.1 Boundaries or part of the boundaries of Nunavik Inuit Lands may for any purpose be surveyed at Government's discretion.
- 8.7.2 Government shall be responsible for the cost of each legal survey that is conducted pursuant to section 8.7.1 provided that this provision shall not prevent Government from levying charges in respect of such surveys on any third party which is not a GDO whose lands abut Nunavik Inuit Lands.
- 8.7.3 Each boundary survey conducted pursuant to section 8.7.1 shall be conducted in accordance with the instructions of the Surveyor General and the *Canada Lands Surveys Act*, as if the lands were still Canada Lands.
- 8.7.4 Where a legal survey is completed for any boundary or any part of a boundary of Nunavik Inuit Lands, the plan of survey, when signed by the MDO, the GDO if applicable and Government and delivered to the Registrar, shall become the property description for that boundary or that part, replacing any previous property description of that boundary or that part, as of the effective date of this Agreement.

- 8.7.5 Government shall not be responsible for the costs of surveys associated with the leasing or subdivision of Nunavik Inuit Lands.
- 8.7.6 The MDO may parcel out one or more area of Nunavik Inuit Lands by way of a survey, descriptive plan or similar process approved by the Surveyor General. The Registrar shall, in the ordinary course of operations and without charge or formalities, record such parcel or area of Nunavik Inuit Lands and issue therefore a separate certificate of title to the MDO in the form set out Schedule 8-4, and shall thereafter record without charge or formalities any interest granted therein by the MDO.
- 8.7.7 A notice to the Registrar referencing this section from a MDO in which title to Nunavik Inuit Lands is vested that another MDO has full authority in respect of those lands shall be dealt with in all respects as if it were a grant of title from the former MDO to the other MDO, and the Registrar shall, within 30 days and without charge, issue therefor a new certificate of title in the name of the other MDO in the form set out in Schedule 8-4.
- 8.7.8 Subject to section 8.7.4, where a survey of Nunavik Inuit Lands is being conducted and where any natural boundary of Nunavik Inuit Lands is found to be unclear, the Surveyor General shall have the authority to define the mean position of the intended boundary by placing a series of monuments or other means.
- 8.7.9 Natural boundaries of Nunavik Inuit Lands along tidal waters shall be located at the ordinary high water mark of those tidal waters, unless otherwise indicated or in an official plan of survey.
- 8.7.10 Notwithstanding sections 8.7.4 and 8.7.8 and the descriptions of lands in schedules 8-1 to 8-3, natural boundaries of Nunavik Inuit Lands shall move with the various natural processes of erosion and accretion, including isostatic rebound of coastal areas, and any other natural movement of the natural feature in relation to which the boundary is described that is gradual and imperceptible from moment to moment.

PART 8.8: CONTAMINATED SITES

- 8.8.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in the NMR, the program shall apply to such sites on Nunavik Inuit Lands that are listed in Schedule 8A of this Article as if the lands were Crown lands.

- 8.8.2 After the effective date, the parties may agree that a site not listed in Schedule 8A, was a contaminated site on the effective date and, upon consent of the parties, the list in Schedule 8A shall be considered to have been amended to include that site.
- 8.8.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with Article 24 by a party. If a dispute goes to an arbitrator in accordance with Article 24 and if the arbitrator confirms that a site existed on the effective date, the list in Schedule 8A shall be considered to have been amended to include that site.
- 8.8.4 Government shall be responsible for the costs associated with any clean-up under section 8.8.1 on Nunavik Inuit Lands. This provision shall not prevent government from recovering from the person responsible for the contamination any costs associated with the clean-up of Nunavik Inuit Lands under section 8.8.1.
- 8.8.5 There shall be no compensation payable for damage which may be caused to Nunavik Inuit Lands as a result of the clean-up of Nunavik Inuit Lands under section 8.8.1
- 8.8.6 Government shall not be liable for any loss or damage to Nunavik Inuit, Makivik or a MDO from contaminated sites on Nunavik Inuit Lands whether or not they are known on the effective date. This provision does not affect any obligation of government under sections 8.8.1 and 8.8.4.
- 8.8.7 The Government of Canada has identified a contaminated site on Akpatok Island as per Schedule 8-1, D, parcel 3.
- 8.8.8 If the site referred to in section 8.8.7 is cleaned up, the Government of Canada shall transfer the said site to the MDO as Nunavik Inuit Lands.