

FINAL AGREEMENT

BETWEEN:

TSUU T'INA NATION, as represented
by the Chief and Council (the "Nation")

– and –

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented
by the Minister of Transportation ("Alberta")

WHEREAS:

- A. On April 30, 2004, the **Nation** and **Alberta** entered into an Agreement in Principle Relating to Tenure; and
- B. On March 11, 2005, the **Nation** and **Alberta** entered into a Framework Agreement;

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- 1. *Definitions* – In this **Agreement**, the following words and phrases, when capitalised and bolded, whether in the plural, the singular or the possessive, have the following meanings:
 - a. **Additional Crown Lands** means the lands identified in Part 1 of Schedule 1;
 - b. **Additional Fee Simple Lands** means the lands identified in Part 2 of Schedule 1;
 - c. **Additional Lands** means the **Additional Crown Lands** and the **Additional Fee Simple Lands**;
 - d. **Agreement** means this agreement between the **Nation** and **Alberta**, including all schedules listed in paragraph 2;

- e. **Canada** means Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development;
- f. **Controlled Access Freeway** means either or both of:
 - i. a highway which is a major link in the **Ring Road System** for the City of Calgary;
 - ii. a new transportation system made up of other devices, equipment, structures or works to effect or enable the passage of people or goods, in the event that the current highway system is replaced or superseded by such new transportation system;
- g. **Final Plan** means the plan of the **Controlled Access Freeway** substantially the same as the plan attached as Schedule 2, subject to any modifications **Alberta** considers necessary in relation to any new system of transportation referred to in paragraph 1(f)(ii) or having regard to good engineering practices;
- h. **Land** means that portion of the **Reserve** identified on the map attached as Schedule 3 including the **Riverbed Lands** but excepting thereout all mines and minerals, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, which may be found in, under or upon the lands and containing approximately 988.21 acres more or less, subject to:
 - i. such minor variations acceptable to the **Nation**, acting reasonably, not exceeding 2% of the total area as may be necessary to meet engineering and design requirements, and not exceeding a further 3% of the total area to accommodate transit stations and parking areas, and
 - ii. the survey referred to in paragraph 4;
- i. **Member** means a person who is, at the relevant time, a member of the **Nation** pursuant to the *Indian Act*, R.S.C. 1985, c. I-5;
- j. **Opening Day Plan** means the plan of the **Controlled Access Freeway** substantially the same as the plan attached as Schedule 4, subject to any modifications **Alberta** considers necessary in relation to good engineering practices and, for greater certainty, includes the interchange at 37th Street and Glenmore Trail;
- k. **Purposes** means the purposes defined in paragraph 7(a);

- l. **Reserve** means Tsuu T'ina Nation Indian Reserve No. 145, a reserve within the meaning of the *Indian Act*;
- m. **Rights and Traditional Uses** means existing aboriginal rights or treaty rights recognised and affirmed by section 35 of the *Constitution Act, 1982* and also includes uses of public lands for purposes such as burial grounds, gathering sites and historic or ceremonial locations;
- n. **Ring Road System** means a major roadway system, usually a freeway, which encircles a metropolitan area for the purpose of providing a bypass for longer distance trips as well as distributing local traffic to the other major roadways or freeways in that area and, howsoever such system is named, called or known from time to time;
- o. **Riverbed Lands** means the beds and banks of the Elbow River and Fish Creek below the ordinary high water mark within the boundaries of the **Land**, subject to the survey referred to in paragraph 4, excepting thereout all mines and minerals, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, which may be found in, under or upon the **Riverbed Lands**;
- p. **Transportation Purposes** means the construction, operation, maintenance, repair, improvement, reconstruction, rehabilitation, replacement or removal of:
 - i. a **Controlled Access Freeway** by **Alberta** or its contractors or agents, and
 - ii. a light rail transit system or other transit system, including but not limited to transit stations and parking areas, used or required from time to time by **Alberta** or the City of Calgary or their contractors or agents;

and, without limitation, includes the construction, operation, maintenance, repair, improvement, reconstruction, rehabilitation, replacement or removal of any additional device, structure, equipment, thing, work or matter necessary or incidental thereto that is made, built, constructed, erected, extended, enlarged, repaired, rehabilitated, maintained, improved, excavated, operated, reconstructed, replaced, or removed by **Alberta** or the City of Calgary as the case may be, or their contractors or agents, and which is contained within the **Land**; and

- q. **Utility Purposes** means the construction, operation, maintenance, repair, improvement, reconstruction, replacement or removal of any pipelines, wires, transmission towers, power poles, communication poles, cable, fibre optics or other devices, equipment, structures, things or works for the

purpose of transporting inclusive of but not limited to oil, gas, electricity, microwaves, telecommunications, water, storm water drainage, sanitary sewage, or any other form of energy or matter to, from, over, under or across the **Land** as permitted by the laws of Alberta in force from time to time, but not including any devices, equipment, structure or works in excess of 25 metres in height.

2. *Schedules* – This **Agreement** includes the following schedules which are attached to and form part of this **Agreement**:
 - a. Schedule 1: Additional Lands;
 - b. Schedule 2: Final Plan;
 - c. Schedule 3: Identification of the Land;
 - d. Schedule 4: Opening Day Plan;
 - e. Schedule 5: Form of Band Council Resolution;
 - f. Schedule 6: Transfer of Administration and Control; and
 - g. Schedule 7: Certificate of Independent Legal Advice.

II. SURVEYS

3. *BCR Authorising Surveys* – Within 45 days of a written request by **Alberta**, the **Nation** will provide **Alberta** with a band council resolution consenting to the survey of the **Land** and **Riverbed Lands** and authorising **Alberta** or its designate to enter on the **Reserve** for the purpose of conducting a legal survey of the boundaries of the **Land** and the **Riverbed Lands**.
4. *Surveys* – **Alberta** will, as and when determined by **Alberta**, have a Canada Land Surveyor complete a legal survey of the boundaries of the **Land** and **Riverbed Lands** at its own cost. Once the plan(s) of survey has been approved by **Alberta**, the **Nation** by band council resolution, and **Canada**, it will be registered with the Canada Lands Survey Records and at the option of **Alberta** at the Alberta Land Titles Office, and, when registered, such plan(s) of survey will supersede and replace provisional descriptions in this **Agreement**.

III. PERMITS

5. *Facilitation of Activities* – The **Nation** will do all things necessary to give full force and effect to this **Agreement** and to enable or permit **Alberta** and its contractors or agents to carry out the activities contemplated by this **Agreement**, including but not limited to passing, within 45 days after a written request by **Alberta**, any

band council resolutions which may be required or requesting, by band council resolution, that **Canada** issue one or more permits under the *Indian Act* in a form to be agreed upon by the **Nation** and **Alberta**, acting reasonably, to **Alberta**, **Alberta's** contractors or agents, or third parties to facilitate the following:

- a. the realignment of the Elbow River; and
 - b. the realignment of Fish Creek;
 - c. the relocation of the Weaselhead Road;
 - d. the reconstruction of the clay marsh situated in NE 13-23-2-W5M;
 - e. to enter the **Reserve** and make any reconnections to existing pipelines, power lines or other improvements thereon, necessitated by or resulting from the relocation of any pipelines, power lines or other improvements located in, on, over, under, across or through the **Land**;
 - f. the relocation of access to the Seven Chiefs Sportsplex; and
 - g. the relocation of the Enmax substation.
6. *City of Calgary Utilities* – **Alberta** will endeavour to reach an agreement with the City of Calgary which would provide for the abandonment, but not the removal, of:
- a. the storm sewer trunk line located in a diagonal strip from the NE corner of NE 36-23-2 W5M to the NE corner of SW 36-23-2 W5M (5.57 acres) on CLSR Plan 42929; and
 - b. the sanitary sewer line located in a diagonal strip through 36-23-2 W5M from the NW to SE corners (6.454 acres) on LTO Plan 8210729;

and in the event that such agreement is reached, the **Nation** will, within a reasonable period of time, pass a band council resolution requesting that **Canada** grant the City of Calgary an interest in land acceptable to the City of Calgary and the **Nation**, acting reasonably, at no present or continuing cost to **Alberta** or the City of Calgary, in relation to the storm sewer outfall line located in a 30 metre strip in a NE to SW direction in the middle of NE 34-23-2 W5M from the north boundary of I.R. No. 145 to the Elbow River. The agreement of the City of Calgary to abandon the storm sewer trunk line and the sanitary sewer line, as referenced above, would be subject to **Canada** granting such an interest in land to the City of Calgary.

IV. LAND TRANSFERS

7. *Request by Council Resolution* – The **Nation** will, by band council resolution substantially in the form attached as Schedule 5, request that **Canada**, immediately after setting apart the **Riverbed Lands** as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**, take all steps necessary pursuant to section 35 of the *Indian Act* to transfer administration and control of its entire interest in the **Land** to **Alberta** in the form of the Transfer of Administration and Control attached as Schedule 6, and subject to the following terms:
- a. the **Land** will be used for purposes of a transportation and/or utility corridor, including **Transportation Purposes** and/or **Utility Purposes**, and any purposes related to either **Transportation Purposes** and/or **Utility Purposes**, including without limitation:
 - i. any public right of access to and passage over the **Land**,
 - ii. the uninterrupted right of **Alberta** of access to and passage over the **Land**,
 - iii. the right of **Alberta** to construct and maintain, or to authorise the construction or maintenance of, any road or other system of public transportation on, over, under, across or through the **Land**, and
 - iv. the right of **Alberta** to construct and maintain, or to authorize the construction or maintenance of, any utility on, over, under, across or through the **Land**;
 - b. any person acting under **Canada's** authority may enter upon any part of the **Land** to explore for, develop, raise and extract any mines or minerals in which **Canada** has an interest; however, the exercise of the right of entry must not damage or adversely impact any infrastructure, work or other improvement on the **Land** and must not interfere with the use of the **Land** for the **Purposes**;
 - c. if **Alberta** no longer requires the **Land** for the **Purposes**:
 - i. **Alberta** shall transfer administration and control of the **Land** to **Canada** at no cost, for the purpose of **Canada** setting apart the **Land** as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**, and
 - ii. **Canada** shall have the right, hereby reserved to **Canada**, in case of any failure or default of **Alberta** to transfer in accordance with subparagraph 7(c)(i), to resume, by Order of the Governor in

Council, administration and control of the **Land** for the purpose of **Canada** setting apart the **Land** as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**;

- d. **Alberta** shall remediate any land returned pursuant to paragraph 7(c) to the same condition as received. All costs of any processes reasonably deemed necessary by **Canada** to determine the environmental condition of the land shall be paid by **Alberta**;

and the **Nation** will provide **Alberta** with a copy of the aforementioned band council resolution at the same time it is provided to **Canada**.

8. *Written Assurances* – **Alberta** will seek written assurances from **Canada** that **Canada** will:

- a. accept administration and control of the **Riverbed Lands** and the **Additional Crown Lands** from **Alberta**;
- b. set the **Riverbed Lands** and the **Additional Crown Lands** apart as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**;
- c. in sequence and immediately after setting apart as reserve the lands referred to in paragraph 8(b), transfer administration and control of the **Land** from **Canada** to **Alberta** in accordance with the Transfer of Administration and Control attached as Schedule 6; and
- d. issue the permits pursuant to the *Indian Act* referred to in paragraph 5, and any other federal approvals or permits required to construct the **Opening Day Plan**.

9. *Transfer of Riverbed Lands* – Following the receipt of the band council resolution referred to in paragraph 7 and the written assurances from **Canada** referred to in paragraph 8, **Alberta** will transfer any interest that it may have in the **Riverbed Lands** to **Canada** for the purpose of **Canada** setting apart the **Riverbed Lands** as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**, such transfer to be conditional upon:

- a. **Canada** setting apart the **Riverbed Lands** and the **Additional Crown Lands** apart as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**; and
- b. **Canada** transferring administration and control of the **Land** from **Canada** to **Alberta** in accordance with the Transfer of Administration and Control attached as Schedule 6, in sequence and immediately after setting apart as reserve the lands referred to in paragraph 9(a).

10. **No Acknowledgement – Alberta’s transfer to Canada** of administration and control of any interest it may have in the **Riverbed Lands**:
 - a. is not an acknowledgement by **Alberta** or the **Nation** of the validity of any interest that **Alberta, Canada** or the **Nation** may hold in the **Riverbed Lands**;
 - b. is without prejudice to any positions that **Alberta, Canada** or the **Nation** may assert in relation to title to or reserve status of the **Riverbed Lands** prior to the transfer; and
 - c. will not be relied upon by **Alberta** or the **Nation** as evidence of title to the **Riverbed Lands** in any legal proceeding in relation to title to the **Riverbed Lands**.

11. **Westerly Corridor** – Where the **Land** is divided into two parallel corridors in NE 1, E½ 12, E½ 13 and SE 24-23-2-W5M, **Alberta** acknowledges that, at the present time, it intends to use the westerly corridor for **Utility Purposes**. Prior to using any part of the westerly corridor for **Transportation Purposes**, **Alberta** will consult with the **Nation** regarding any reasonably foreseeable adverse impacts **Alberta’s** intended use may have on any **Nation** use of the westerly corridor which has been permitted by **Alberta**, provided that the permitted **Nation** use is still ongoing, but such obligation to consult will in no way be interpreted or construed as entitling the **Nation** to a veto regarding **Alberta’s** intended use, and the **Nation** will not have a right or entitlement to compensation.

V. CONSTRUCTION AND ACCESS

12. **Construction of Opening Day Plan** – **Alberta** will, at its own expense, build and commence operation of the **Opening Day Plan** within six years from the date that **Alberta** receives administration and control of the **Land** from **Canada**, subject to any delay caused directly or indirectly by conditions beyond the reasonable control of **Alberta** including but not limited to acts of God, fires, floods, wind storms, explosions, riots, natural disasters, wars, invasions, armed conflict, acts of foreign enemies, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemics, quarantine restrictions, sabotage, civil disturbance, blockage, embargo, strikes, inability to obtain power or material, court injunction or order, federal environmental approvals, federal restrictions or **Nation** restrictions, provided that written notice of the delay (including the anticipated duration of the delay) is provided by **Alberta** to the **Nation** within 60 days of such delay, and the six year period will be extended by the actual duration of any such delay.

13. **Ring Road System** – The portion of the **Controlled Access Freeway** on the **Land** will at all times now and into the future form part of the **Ring Road System**

for the City of Calgary and **Alberta** will, from time to time, take such steps within its authority and control in relation to the design, construction, operation and maintenance of the **Ring Road System** in order to achieve that result.

14. *Access at Interchanges* – Subject to any temporary closures pursuant to the *Public Highways Development Act*, R.S.A. 2000, c. P-38, the **Nation**, those authorised by the **Nation** and all other lawful users will have continuous access to and from that portion of the **Controlled Access Freeway** on the **Land**, at:
 - a. the interchanges situated at or about the locations of the interchanges identified in the **Opening Day Plan** as:
 - i. Anderson Road,
 - ii. 130 Avenue, and
 - iii. 90 Avenue; and
 - b. the interchanges situated at or about the locations of the interchanges identified in the **Final Plan** as:
 - i. Strathcona Road, and
 - ii. Westhills.
15. *Connection to City Roads* – **Alberta** will encourage the City of Calgary to have roads within the City of Calgary remain connected to roads within the **Reserve** at the interchanges identified in paragraph 14.
16. *Strathcona Road and Westhills Interchanges* – **Alberta** will, at its own cost:
 - a. commence both the design and construction of the Strathcona Road and Westhills Interchanges within 18 months of a determination by **Alberta** and the **Nation** that the Glenmore Trail and 37th Street northbound to westbound movement has reached a volume over capacity ratio of one; and
 - b. upgrade and maintain the Strathcona Road and Westhills Interchanges.
17. *Upgrading* – **Alberta** or its contractors or agents will, at **Alberta's** expense, add lanes and structures to the **Opening Day Plan**, in a manner consistent with the **Final Plan** and with the standards generally applied to other portions of the **Ring Road System** for the City of Calgary.
18. *Discretion* – Subject to paragraphs 12 to 17 inclusive, any matter related to the construction, upgrading, operation and maintenance of the **Opening Day Plan**

and **Final Plan** including, without limitation, the highway, access points and any matter related to the timing of construction, upgrading, maintenance or operation will be determined in the sole discretion of **Alberta**, and in accordance with good engineering practices.

19. *Equipment and Employment Opportunities* – **Alberta's** contracts regarding the **Opening Day Plan** of the **Controlled Access Freeway** on the **Land** will include First Nations equipment and employment opportunity measures requiring the contractor(s) to make available opportunities to **Members** and the **Nation** in a manner consistent with **Alberta's** policy statement on Use of Aboriginal Labour/Equipment on Tenders applicable or in existence from time to time.
20. *Permission for Existing Crossings* – As soon as reasonably practicable following the transfer of administration and control of the **Land** from **Canada** to **Alberta**, **Alberta** will provide the **Nation**, those authorised by the **Nation** and all other lawful users, with permission to cross the **Land**, including permission to construct, operate, maintain, repair, improve, reconstruct, rehabilitate, replace or remove such crossings at the **Nation's** cost, at the following locations:
 - a. Grey Eagle Drive;
 - b. Weaselhead Road;
 - c. Bull Head Road;
 - d. an access to the asphalt plant off of the Weaselhead Road in SE 26-23-2-W5M;
 - e. Old Agency Road;
 - f. 130 Avenue;
 - g. driveways to the residences in SE 12-23-2-W5M, SE and SW 13-23-2-W5M, NE 23-23-2-W5M and SE 26-23-2-W5M, as well as the driveway in NE 13-23-2-W5M through the westerly corridor referred to in paragraph 11, provided that such residences have not been relocated; and
 - h. reasonable access, as determined by **Alberta**, to that portion of the **Reserve** lying north of the Elbow River in 35-23-2-W5M for agricultural, recreational and traditional uses of the **Nation**;

subject to the right of **Alberta** to temporarily close or permanently relocate such crossings in order to facilitate or accommodate what **Alberta** considers to be its construction, maintenance or operational needs (it being understood and agreed that in such event **Alberta** will, at **Alberta's** expense, provide reasonable replacement access).

21. *Access during Construction of Opening Day Plan* – **Alberta** or its contractors or agents will at all times during construction of the **Opening Day Plan** maintain:
- a. continuous access to the **Nation** roads and driveways identified in paragraph 20(a) to (g) inclusive as well as Seven Chiefs Road and Chiila Boulevard; and
 - b. reasonable access, as determined by **Alberta**, to that portion of the **Reserve** located in NE13, SE24, and N½24, S½25, 23-2-W5M for agricultural, recreational and traditional uses of the **Nation**;

subject to the right of **Alberta** to temporarily close or permanently relocate such crossings in order to facilitate or accommodate what **Alberta** considers to be its construction, maintenance or operational needs (it being understood and agreed that in such event **Alberta** will, at **Alberta's** expense, provide reasonable replacement access).

22. *Permission for Future Crossings* – In the event that the **Nation** seeks future permission to cross the **Land**, the **Nation** may apply to **Alberta** for such permission, and **Alberta** will consider such request in accordance with the policies and processes then in place in relation to the **Ring Road System**.

VI. REMOVAL OF STRUCTURES AND VACANT POSSESSION

23. *Removal of Structures* – Within one year following the transfer of administration and control of the **Land** from **Canada** to **Alberta**, the **Nation** may elect to remove any residence, structure or other improvement in, on, over, under, across or through the **Land** including, but not limited to:
- a. those portions of the Buffalo Run Golf Course which form part of the **Land**;
 - b. the Tsuu T'ina Commercial Centre; and
 - c. the Chief Dick Big Plume Building.
24. *Demolition of Structures* – In the event the **Nation** has not removed all residences, structures or other improvements in, on, over, under, across or through the **Land** within one year following the transfer of administration and control of the **Land** from **Canada** to **Alberta**, **Alberta** may, in its sole discretion remove, destroy or cause to be removed any residence, structure or other improvement in, on, over, under, across or through the **Land** without further notice or compensation to the **Nation** and may, in its sole discretion, complete mitigation measures to **Alberta's** satisfaction.

25. *Vacant Possession* – The **Nation** will take such steps as may be required to deliver vacant possession of the **Land** and will deliver vacant possession of the **Land** within one year following the transfer of administration and control of the **Land** from **Canada** to **Alberta** including, but not limited to, the following:
- a. the **Nation** will not grant or renew any interests in or rights to occupy any part of the **Land** after the date this **Agreement** has been approved by the referendum referred to in paragraph 51; and
 - b. within one year following the transfer of administration and control of the **Land** from **Canada** to **Alberta**, the **Nation** will have satisfied any and all compensatory obligations to **Members** and any other affected and impacted third parties.
26. *Failure to Deliver Vacant Possession* – In the event that the **Nation** does not deliver vacant possession of the **Land** as required by paragraph 25, **Alberta** will be entitled to recover and may at its option set off all related costs and expenses reasonably incurred, including its actual legal costs of acquiring vacant possession of the **Land** against the compensation to be paid by **Alberta** pursuant to paragraph 27(a)(ii), and the **Nation** will indemnify and hold **Alberta** harmless from any and all claims inclusive of third party claims, demands or actions arising out of or related to:
- a. any failure by the **Nation** to deliver vacant possession of the **Land** as required by paragraph 25; and
 - b. **Alberta** acquiring vacant possession of the **Land**.

VII. COMPENSATION

27. *Payment and Transfer* – **Alberta** will:
- a. subject to paragraph 37, pay the total sum of \$275,000,000.00 as follows:
 - i. following the receipt of the written assurances referred to in paragraph 8 and on or before the transfer of administration and control of the **Land** from **Canada** to **Alberta**, **Alberta** will pay the sum of \$255,000,000.00 to the Receiver General of Canada, or such other sum as may be agreed upon in writing by **Canada**, the **Nation** and **Alberta**, provided that the total amount paid by **Alberta** pursuant to paragraph 27(a) does not exceed \$275,000,000.00, except as provided in paragraph 37, and
 - ii. **Alberta** will pay the sum of \$20,000,000.00 into an interest bearing trust account with interest to the benefit of the **Nation**, on terms and conditions which are consistent with paragraph 26, and which are

acceptable to the **Nation** and **Alberta**, acting reasonably, provided that the total amount paid by **Alberta** pursuant to paragraph 27(a) does not exceed \$275,000,000.00, except as provided in paragraph 37,

provided, however, that the **Nation** has first fully complied with its obligations under this **Agreement** and that all parties inclusive of third parties entitled to any claim for compensation or other benefit have provided acknowledgements and release agreements satisfactory to **Alberta** in regard to any such claim; and

- b. in accordance with paragraphs 32 to 37 inclusive, transfer administration and control of some or all of the **Additional Crown Lands** to **Canada**.
28. *Compensation* – The payments and transfer made by **Alberta** pursuant to paragraph 27 constitute full and final compensation for any obligation, action, activity, decision or matter provided for or contemplated by this **Agreement** including, without limitation:
- a. the transfer of administration and control of the **Land** from **Canada** to **Alberta**, and all claims for damages or other relief of any kind arising therefrom;
 - b. all claims for compensation payable to the **Nation**, **Members** or any other affected third party or third parties on grounds analogous or similar to those contemplated by the *Expropriation Act*, R.S.A. 2000, c. E-13 or other similar legislation in force from time to time, including without limitation:
 - i. claims relating to the loss of any right, title, interest, use or occupation of the **Land**, by the **Nation**, **Members** and other third parties who used or occupied the **Land** or **Reserve** lands near or adjacent to the **Land**, regardless of whether the **Member** or third party had a right of use or occupation based on a designation, a lease or solely by the consent of the **Nation**;
 - ii. claims relating to construction costs, relocation and moving costs, business interruption, loss of profits, or analogous or similar costs or losses resulting from the transfer of administration and control of the **Land** from **Canada** to **Alberta** or the construction of the **Opening Day Plan**;
 - c. any permits or other interests in land required to carry out the objectives of and activities contemplated by this **Agreement**;
 - d. professional, appraisal, consulting, communication, and other out-of-pocket costs or fees incurred by the **Nation** in relation to the negotiation,

ratification and implementation of the Agreement in Principle, the Framework Agreement, this **Agreement** and the transfer of administration and control of the **Riverbed Lands**, the **Land** and the **Additional Lands**;

- e. all claims for compensation payable to the **Nation**, **Members** or any other affected third party or third parties who use or occupy the **Reserve** lands for damage arising on the **Reserve** from environmental contamination or unexploded ordnance on the **Land** at the time of the transfer of administration and control of the **Land** to **Alberta**, except to the extent that such claims arise from the negligence or other misconduct of **Alberta** or its agents or contractors; and
- f. any claims based on the aboriginal rights or treaty rights of the **Nation** or **Members**.

Provided however, that for greater certainty, with the exception of those items specifically referenced in paragraphs (a) to (f) the foregoing does not include any other claims for a breach of this **Agreement** or any contract that may be entered in writing between the **Nation** and **Alberta** from and after the date of this **Agreement**, or pursuant to any applicable law of **Canada** or **Alberta** including but not limited to any claim in tort or pursuant to or as a result of a breach of any statute, regulation or other law of **Canada** or **Alberta**.

- 29. *Indemnity by the **Nation*** – As the payments and transfer made by **Alberta** pursuant to paragraph 27 constitute full and final compensation for any obligation, action, activity, decision or matter provided for or contemplated by this **Agreement** including, without limitation, those items referenced in paragraph 28, the **Nation** will indemnify and hold **Alberta** harmless against any and all actions, causes of action, claims, debts, demands, damages or claims for other forms of relief of any kind by the **Nation**, **Members** or any third party in relation to the matters referenced in paragraph 28.
- 30. *Indemnity by **Alberta*** – **Alberta** will indemnify and hold the **Nation** and **Members** harmless against any and all actions, causes of action, losses, claims, debts, demands, damages or claims for other forms of relief of any kind by **Alberta** or any third party arising from:
 - a. any injury or damage to persons or property arising from environmental contamination that occurs on the **Land** after the date on which the administration and control of the **Land** is transferred from **Canada** to **Alberta**; and
 - b. the use of the **Land** from and after the date on which administration and control of the **Land** is transferred from **Canada** to **Alberta**, except to the extent that such claims arise from the negligence or other misconduct of the **Nation** or **Members**.

31. *Program Eligibility* – The payments made to the Receiver General of Canada and the **Nation** pursuant to paragraph 27, including any *per capita* distribution to **Members** from such payments, will not affect eligibility for, or reduce the availability of, funding and programming available from **Alberta** to **Members** or the **Nation**, under the normal program criteria in effect from time to time.
32. *Availability of Additional Crown Lands* – **Alberta** will, subject to paragraph 33, use reasonable efforts to make the **Additional Crown Lands** available for the purpose of transferring the **Additional Crown Lands** to **Canada**.
33. *First Nation Consultation* – Part of the determination of whether any or all of the **Additional Crown Lands** are available for transfer will include consultation by **Alberta** with First Nations whose **Rights and Traditional Uses** may be adversely impacted by the proposed transfer, including any accommodation which may be considered necessary by **Alberta** to address adverse impacts on First Nation **Rights and Traditional Uses**.
34. *Notice of Availability of Additional Crown Lands* – **Alberta** will, as soon as reasonably practicable, provide the **Nation** with written notice advising that:
 - a. all of the **Additional Crown Lands** are available; or
 - b. any or all of the **Additional Crown Lands** are not available.
35. *Additional Crown Lands Not Available* – In the event that, pursuant to paragraph 34(b), **Alberta** advises the **Nation** that any or all of the **Additional Crown Lands** are not available:
 - a. either party may elect to terminate this **Agreement** by providing written notice of the termination to the other party within 60 days of receipt of the notice referred to in paragraph 34(b), in which case this **Agreement** will be of no force or effect and neither **Alberta** nor the **Nation** will be liable to the other party in relation to any direct or indirect losses, costs, damages or out of pocket expenses including, without limitation, all professional costs, fees and expenses, howsoever caused; or
 - b. the **Nation** may, by band council resolution, elect to proceed with this **Agreement**, provided that **Alberta** does not elect to terminate this **Agreement** pursuant to paragraph 35(a).
36. *Transfer of Additional Crown Lands* – In the event that, pursuant to paragraph 34(a), **Alberta** advises the **Nation** that it has made all of the **Additional Crown Lands** available for transfer to **Canada**, **Alberta** will seek the written assurances from **Canada** referenced in paragraph 8 and, following the receipt of such written

assurances, **Alberta** will transfer the **Additional Crown Lands** to **Canada** in full satisfaction of **Alberta's** obligation pursuant to paragraph 32.

37. *Adjustment in Compensation* – In the event that, pursuant to paragraph 35(b), the parties elect to proceed with this **Agreement** notwithstanding that **Alberta** did not make available 4858.1 acres of **Additional Crown Lands**, the compensation payable by **Alberta** pursuant to paragraph 27 will be increased by the value of the **Additional Crown Lands** which are not transferred, which value shall be agreed by the **Nation** and **Alberta**, acting reasonably, based on the existing joint appraisal evidence used to value the **Additional Crown Lands**, and paragraph 36 will apply to the transfer.
38. *Existing Road Allowances* – **Alberta** will not, without first obtaining the consent of the **Nation**, close any existing road allowances within 1.6 kilometres of any **Additional Crown Lands** which are actually set apart by **Canada** as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**.
39. *Road to Additional Crown Lands* – The **Nation** will have a one-time right to construct, at its own expense, one public road on an existing public road allowance within the Municipal District of Rocky View No. 44, in accordance with the following:
 - a. the **Nation** will construct the road to a standard acceptable to the Municipal District of Rocky View No. 44;
 - b. the road constructed by the **Nation** must connect an existing public road in the Municipal District of Rocky View No. 44 to the boundary of the **Additional Crown Lands** actually set apart as reserve for the use and benefit of the **Nation**; and
 - c. the parties acknowledge that after the road has been constructed and opened to vehicular traffic, the road will be an ordinary public road and the **Nation** will have no further rights in relation to this road beyond other members of the public.
40. *Purchase of Additional Fee Simple Lands* – The **Nation** may elect, at its own cost, to purchase the **Additional Fee Simple Lands** from the third party owners on a willing buyer/willing seller basis. If a third party owner does not agree to sell the **Additional Fee Simple Lands** to the **Nation**, the **Nation** will be unable to purchase them and **Alberta** will not expropriate them for this purpose. If a third party owner agrees to sell a portion of the **Additional Fee Simple Lands** to the **Nation**, **Alberta** will consent to the setting apart of that portion of the **Additional Fee Simple Lands** as reserve, provided that such setting apart occurs concurrently with the setting apart of the **Additional Crown Lands**.

41. *No Obligation by Alberta* – **Alberta** has no obligation in relation to the **Additional Fee Simple Lands** and the **Nation** will have no claim or other recourse against **Alberta** if the **Nation** is unable to purchase the **Additional Fee Simple Lands**.
42. *Additions to Reserve* – **Alberta** acknowledges that the purpose of transferring the **Additional Crown Lands** to **Canada** is to allow **Canada** to set the **Additional Crown Lands** apart as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation** and in furtherance of this objective **Alberta** will use reasonable efforts to assist in the setting apart of the **Additional Crown Lands** as reserve.

VIII. ROLE OF CANADA

43. *Facilitation* – The parties acknowledge that fulfillment of the terms of this **Agreement** requires **Canada** to exercise its jurisdiction in relation to the land transactions contemplated by this **Agreement**, and that the exercise of that jurisdiction is at the discretion of **Canada**. The parties will facilitate **Canada's** exercise of its jurisdiction in relation to the land transactions contemplated by this **Agreement**, by executing and delivering documents, passing band council resolutions, and carrying out other activities necessary or expedient for the facilitation of any process, approval, permit or transfer as required by any relevant law.
44. *No Continuing Obligation* – In the event that **Canada** does not exercise its jurisdiction in relation to:
 - a. the transfer of administration and control of the **Riverbed Lands** from **Alberta** to **Canada** and the setting apart of such lands as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**, as contemplated in paragraph 7;
 - b. the transfer of administration and control of the **Additional Crown Lands** from **Alberta** to **Canada** and the setting apart of such lands as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**, as contemplated in paragraph 36;
 - c. the transfer of administration and control of the **Land** from **Canada** to **Alberta** in accordance with the Transfer of Administration and Control attached as Schedule 6; or
 - d. the issuance of the permits referenced in paragraph 5 or any other federal approvals or permits required to construct the **Opening Day Plan**;

in a manner consistent with the terms of this **Agreement**, either party may elect to terminate this **Agreement** by providing written notice of the termination to the

other, in which case this **Agreement** will be of no force or effect and neither **Alberta** nor the **Nation** will be liable to the other party in relation to any direct or indirect losses, costs, damages or out of pocket expenses, including without limitation all professional costs, fees and expenses, howsoever caused.

IX. TERM

45. *Term* – If any of the following events:

- a. the transfer of administration and control of the **Riverbed Lands** from **Alberta** to **Canada**, as contemplated in paragraph 9, and the setting apart of such lands as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**;
- b. the transfer of administration and control of the **Additional Lands** from **Alberta** to **Canada**, and the setting apart of such lands as reserve within the meaning of the *Indian Act*, for the use and benefit of the **Nation**;
- c. the transfer of administration and control of the **Land** from **Canada** to **Alberta** in accordance with the Transfer of Administration and Control attached as Schedule 6;
- d. the issuance of the permits referenced in paragraph 5;
- e. the conclusion of an agreement between the City of Calgary and **Alberta** providing for the abandonment, but not the removal, of:
 - i. the storm sewer trunk line located in a diagonal strip from the NE corner of NE 36-23-2-W5M to the NE corner of SW 36-23-2-W5M (5.57 acres) on CLSR Plan 42929, and
 - ii. the sanitary sewer line located in a diagonal strip through 36-23-2-W5M from the NW to SE corners (6.454 acres) on LTO Plan 8210729;
- f. the granting of an interest in land acceptable to the City of Calgary in relation to the storm sewer outfall line located in a 30 metre strip in a NE to SW direction in the middle of NE 34-23-2-W5M from the north boundary of the **Reserve** to the Elbow River; and
- g. the granting of an indemnity, by **Canada** in favour of **Alberta**, in respect of any claims that any party may have for damage arising from unexploded ordnance on the **Land** at the time of the transfer of administration and control of the **Land** to **Alberta**

do not occur in a manner consistent with the terms of this **Agreement** on or before September 30, 2010 (or such later date as **Canada** may advise, such determination to be made within 60 days of the execution of this **Agreement** by **Alberta** and the **Nation** and for a date no later than September 30, 2011, is reasonably appropriate to facilitate the performance of all obligations required of **Canada** pursuant to the terms of this **Agreement**, and which date may be further adjusted by written agreement of the parties prior to the aforementioned date, and such date as adjusted shall be hereinafter referred to as the "Triggering Date"), then, either party may elect, in writing, within 30 days after the Triggering Date to terminate this **Agreement** (except that neither party may elect to terminate this **Agreement** due to the non-issuance of any permits referred to in paragraph 5 provided **Alberta**, in its sole discretion, is satisfied that such permits will issue as and when required by **Alberta**), provided that if neither party elects to terminate this **Agreement** within 30 days after the Triggering Date, then this **Agreement** will remain in force and effect for a further period of one year, within which:

- h. the events specified in paragraphs 45(a) through (f) inclusive will occur; or
- i. if all such events do not occur on or before one year after the Triggering Date, either party may elect within 30 days after such one year anniversary to terminate this **Agreement**;

and if this **Agreement** is terminated by either party in accordance with paragraph 45, this **Agreement** will be of no force or effect and neither **Alberta** nor the **Nation** will be liable to the other party in relation to any direct or indirect losses, costs, damages or out of pocket expenses, including without limitation all professional costs, fees and expenses, however caused.

X. NOTICE

46. *Notice* – Any notice or other written communication required or permitted to be given under this **Agreement** will be given as follows:

- a. to **Alberta**:

Alberta Transportation
4998 98 Avenue
Edmonton, Alberta
T6B 2X3

Facsimile number: 780-422-1070

b. to the **Nation**:

9911 Chiila Blvd., Suite 200
Tsuu T'ina, Alberta
T2W 6H6

Facsimile number: 403-251-6061

or to such other address as either party may advise.

47. *Delivery* – Any notice may be delivered personally or sent by facsimile or registered mail to either party at the address or facsimile number set out in paragraph 46. The notice will be deemed to have been received by the party:
- a. if delivered personally, on the day that it was delivered;
 - b. if sent by facsimile, on the next business day after it was transmitted; and
 - c. if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.
48. *Postal Disruption or Stoppage* – During an actual or anticipated postal disruption or stoppage, the mail will not be used by either party and if used such notice will be of no effect.

XI. ACKNOWLEDGEMENTS AND ADVICE

49. *Acknowledgement* – The **Nation** acknowledges that:
- a. **Alberta** is proceeding with an alignment of the **Controlled Access Freeway** through the **Reserve** at the request of and with the consent of the **Nation**;
 - b. the alignment of the **Controlled Access Freeway** through the **Reserve** was determined in consultation with and with the concurrence of the **Nation**;
 - c. the **Nation** is satisfied with the adequacy of the compensation provided by **Alberta** in accordance with the terms of this **Agreement**;
 - d. the location and identification of the **Additional Lands** were determined in consultation with the **Nation**, and the **Nation** is satisfied with the adequacy of the location, adequacy, identification, character and quantum of **Additional Lands**, irrespective of whether or not the **Additional Fee Simple Lands** are transferred by **Alberta** to **Canada**, and the **Nation**

recognises and acknowledges that the **Additional Fee Simple Lands** may not form part of the compensation under this **Agreement**;

- e. **Alberta** adequately consulted with the **Nation** regarding any potential adverse impacts caused by or associated with any decision or activity related to this **Agreement** on the exercise of any aboriginal rights or treaty rights by the **Nation** or its **Members**, and that any adverse impacts on the aboriginal rights or treaty rights of the **Nation**, resulting directly or indirectly from any action, activity or matter provided for or contemplated by this **Agreement** were resolved and addressed to the **Nation's** satisfaction;
 - f. the **Nation** was not subject to any undue stress, fear, duress, threat, compulsion or inducement by any person to force or induce the **Nation** to sign this **Agreement** and consent to the transfer of the **Land** to **Alberta**; and
 - g. the **Nation** was not influenced or induced to enter into this **Agreement** by any promises or representations not included in this **Agreement**.
50. *Certificates of Independent Advice* – Contemporaneously with the execution of this **Agreement**, the **Nation** will provide **Alberta** with a certified copy of a certificate of independent legal advice in the form attached as Schedule 7.

XII. NATION APPROVAL

51. *Referendum* – The **Nation** will conduct a referendum to approve this **Agreement**, in the manner provided by the *Indian Referendum Regulations*, with necessary modifications as required to approve this **Agreement**.
52. *Condition Precedent to Binding Effect* – This **Agreement** will be void *ab initio* if the **Members** do not agree to and approve the terms and conditions of this **Agreement** in accordance with the referendum referred to in paragraph 51, and this **Agreement** will be of no force or effect and neither **Alberta** nor the **Nation** will be liable to the other party in relation to any direct or indirect losses, costs, damages or out of pocket expenses, including without limitation all professional costs, fees and expenses, howsoever caused or incurred.
53. *Statement of Results* – As soon as practicable after the results of the referendum referred to in paragraph 51 are known, the **Nation** will provide **Alberta** with a copy of the ballot question and a statement of results indicating the total number of ballots cast, the number of voters who voted “yes”, the number of voters who voted “no” and the number of spoiled ballots.

XIII. INTERPRETATION

54. *Interpretation* – The parties have endeavoured to ensure that the terms of this **Agreement** are as clear as possible and there will be no presumption or canon of interpretation in favour of or against either party.
55. *No Interpretation Aids* – In any interpretation of this **Agreement**, only the **Agreement** itself will be considered. In the event of any ambiguity, no documents, notes, memoranda or electronic record purporting to record the intention of the parties in relation to this **Agreement** will be referred to or considered.
56. *Treaty and Aboriginal Rights* – Nothing in this **Agreement** will be construed so as to abrogate or derogate from any existing aboriginal rights or treaty rights of the **Nation** or its **Members**.
57. *Not a Treaty* – This **Agreement** is not a treaty within the meaning of the *Constitution Act, 1982*.
58. *Legislation Speaks from Present* – All references to legislation will include all regulations made in accordance with that legislation and any amendment, re-enactment or replacement from time to time of that legislation.

XIV. ENTIRE AGREEMENT

59. *Entire Agreement* – This **Agreement** constitutes the entire agreement between the parties and supersedes all prior understandings, negotiations, discussions, and agreements including the Agreement in Principle and the Framework Agreement and those agreements shall be null and void upon the execution of this **Agreement**. There are no representations, warranties or conditions to this **Agreement** except as expressly stated in this **Agreement**. Until such time as this **Agreement** including all schedules has been ratified and approved by the **Nation** and **Alberta**, the terms, covenants and conditions of this **Agreement** will not amend or modify the Agreement in Principle and the Framework Agreement as referenced aforesaid.
60. *Amendment* – This **Agreement** may only be amended by written agreement among the parties.
61. *Binding on Parties* – This **Agreement** will be binding upon and enure to the benefit of the parties. Nothing in this **Agreement** is intended to confer upon any person not a party to this **Agreement** any rights or remedies under or by reason of this **Agreement**.

62. *No Assignment* – Neither party may assign any provision of this **Agreement** without the prior written consent of the other party, which consent may be unreasonably withheld.
63. *Further Action* – Each of the parties to this **Agreement** will, from time to time, and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment, and take such further action as required, to complete more effectively any matter provided for in this **Agreement**.
64. *No Waiver* – No waiver of any provision of this **Agreement** is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver.
65. *No Merger* – The covenants under this **Agreement** will not merge with the transfer of lands.
66. *No Caveats* – The **Nation** will not without the prior written consent of **Alberta** register a caveat or any other encumbrance against the **Land**, and the **Nation** will indemnify and save harmless **Alberta** from any liability, costs, loss, claims or expenses which Alberta may suffer or incur as a result of the default of the **Nation** in respect of the provisions hereof.

XV. GOVERNING LAW

67. *Governing Law* – This **Agreement** will be governed by and construed in accordance with the laws in force in the Province of Alberta and will be treated in all respects as an Alberta contract.
68. *Powers and Prerogatives* – Nothing in this **Agreement** will be interpreted to bind, infringe or affect the powers and prerogatives of the Legislative Assembly of Alberta.
69. *Jurisdiction* – The parties agree to the exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals within that jurisdiction.

IN WITNESS WHEREOF, the parties have executed this **Agreement** on the dates indicated below.

TSUU T'INA NATION

Chief Sandford Big Plume

Alvin Bigcrow, Councillor

Darrell Crowchild, Councillor

Gilbert Crowchild, Councillor

Regena Crowchild, Councillor

Vincent Crowchild Sr., Councillor

Brent Dodginghorse, Councillor

Lawrence Dodginghorse, Councillor

LeeRoy Meguinis, Councillor

Stephen Runner, Councillor

Jerry Simon, Councillor

Darryl Whitney, Councillor

Paul Whitney, Councillor

On the _____ day of _____ 2009

**HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA as represented by the Minister of
Transportation**

Signed by the Minister of
Transportation or his duly authorised
representative under the seal of his
office

Print Name:
Print Title:

On the ____ day of _____ 2009

Signed by the Premier of Alberta
under the seal of his office

Hon. Ed Stelmach
Premier

On the ____ day of _____ 2009

Schedule 1: **Additional Lands**

Part 1

The **Additional Crown Lands** include a total of 4858.1 acres of Crown land, as follows:

- a. 4794 acres of Crown land currently subject to grazing leases, which grazing leases are to be discharged on or before the transfer of administration and control of the **Additional Crown Lands to Canada**; and
- b. 64.1 acres of road allowances;

being:

Section 20, W½ and NE Section 21, Section 28, Section 29, Section 32, Section 33, N½ Section 34, LSD 5-8 Section 34, LSD 5-8 Section 35, N½ Section 36, LSD 5-8 Section 36-23-5-W5M, and

Range Roads 50, 51, 52, 53 and 54 and Township Road 235 within or adjacent to the foregoing lands;

including all mines and minerals in Section 20, W½ and NE Section 21, Section 28, Section 29, Section 32, Section 33, N½ Section 34, LSD 5-8 Section 34, N½ Section 36, LSD 5-8 Section 36-23-5-W5M, and Range Roads 50, 51, 52, 53 and 54 and Township Road 235 within or adjacent to the foregoing lands, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, which may be found in, under or upon those lands but excluding all mines and minerals in LSD 5-8 Section 35-23-5 W5M, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, which may be found in, under or upon those lands,

free and clear of all encumbrances.

Part 2

The **Additional Fee Simple Lands** are as follows:

- a. surface title to 320 acres of land owned by one or more third parties, being N½ Section 35-23-5-W5M;
- b. all mines and minerals, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases,

which may be found in, under or upon N½ Section 35-23-5-W5M, owned by one or more third parties; and

- c. all mines and minerals, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, which may be found in, under or upon LSD 5-8 Section 35-23-5 W5M.

Schedule 2: Final Plan

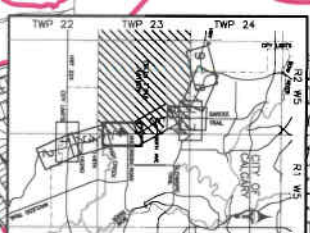
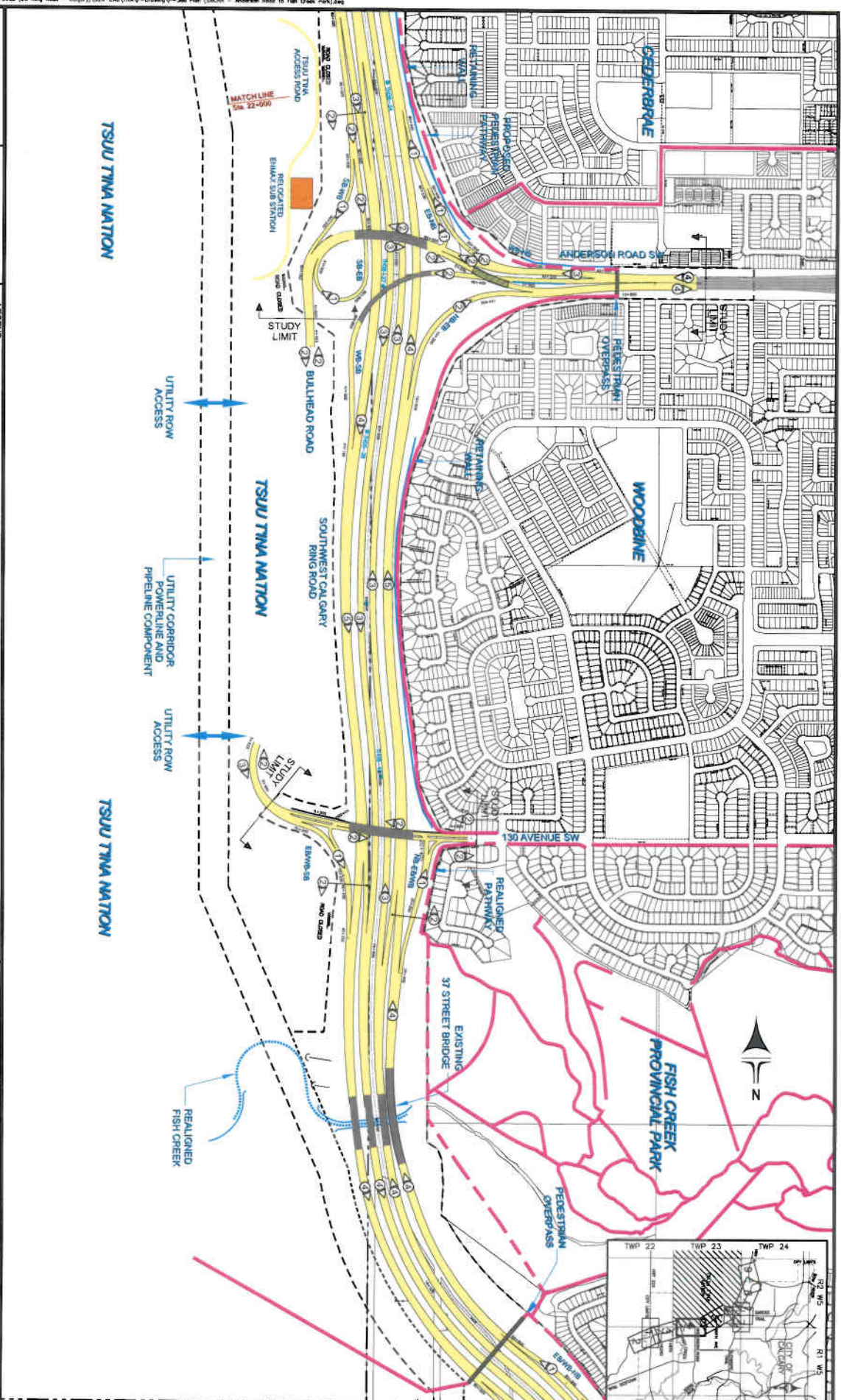
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- LEGEND:**
- CALGARY CITY LIMITS
 - EXISTING TRANSPORTATION UTILITY CORRIDOR
 - PROPOSED TRANSPORTATION UTILITY CORRIDOR (SOUTH SIDE)
 - PROPOSED TRANSPORTATION UTILITY CORRIDOR (NORTH SIDE)
 - PROPOSED CONNECTOR ROADWAY AND UTILITY RIGHT OF WAY
 - PROPOSED SIDEWAYS
 - SW/CR
 - SOUTHWEST CALGARY
 - RING ROAD
 - SPUR ROAD
 - PROPOSED MEDIAN TRAIL
 - PROPOSED NUMBER OF LANES AND TRAVEL DIRECTION
 - TRANSPORTATION UTILITY CORRIDOR
 - SW/CR
 - SOUTHWEST CALGARY
 - RING ROAD
 - SPUR ROAD
 - PROPOSED MEDIAN TRAIL
 - PROPOSED NUMBER OF LANES AND TRAVEL DIRECTION
 - TRANSPORTATION UTILITY CORRIDOR



SOUTHWEST CALGARY RING ROAD
 FUNCTIONAL PLANNING STUDY
 Southwest Calgary Ring Road
 from Anderson Road SW to Fish Creek Park
 Region: Southern Project No: 2004/0028
 DATE: 2007





LEGEND

- CALGARY CITY LIMITS
- EXISTING TRANSPORTATION UTILITY CORRIDOR
- PROPOSED TRANSPORTATION UTILITY CORRIDOR (ROADWAY)
- PROPOSED CONNECTOR ROADWAY AND UTILITY RIGHT-OF-WAY
- TRANSPORTATION RIGHT-OF-WAY

SWCR SOUTHWEST CALGARY
 RING ROAD
 SWP SPROUCE MEADOWS TRAIL
 TUC TRANSPORTATION & UTILITY CORRIDOR



SOUTHWEST CALGARY RING ROAD
 FUNCTIONAL PLANNING STUDY
 Southwest Calgary Ring Road
 and 90 Avenue SW

Report Southern
 Project No. 2004-2028
 JUNE 2007
5
 P-388

TSUJITMA NATION

TSUJITMA NATION

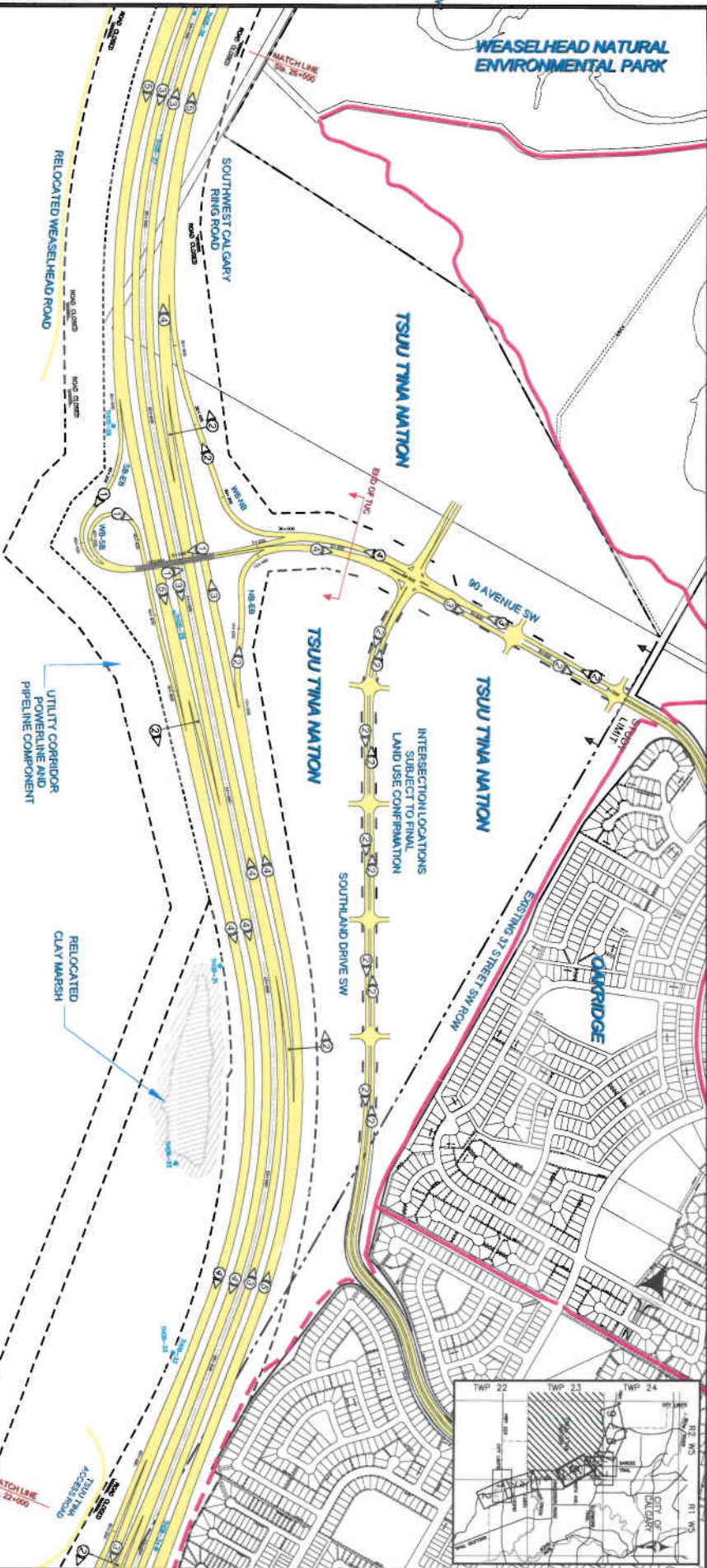
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TSUJITMA NATION

TSUJITMA NATION

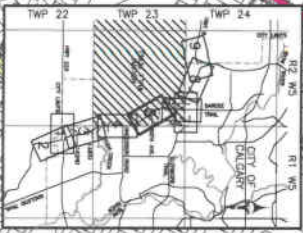
TSUJITMA NATION

TSUJITMA NATION



WEASELHEAD NATURAL ENVIRONMENTAL PARK

CHARRIDGE

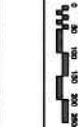




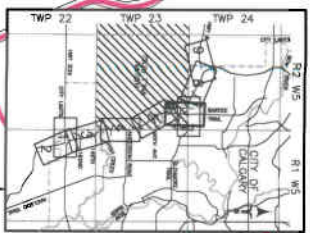
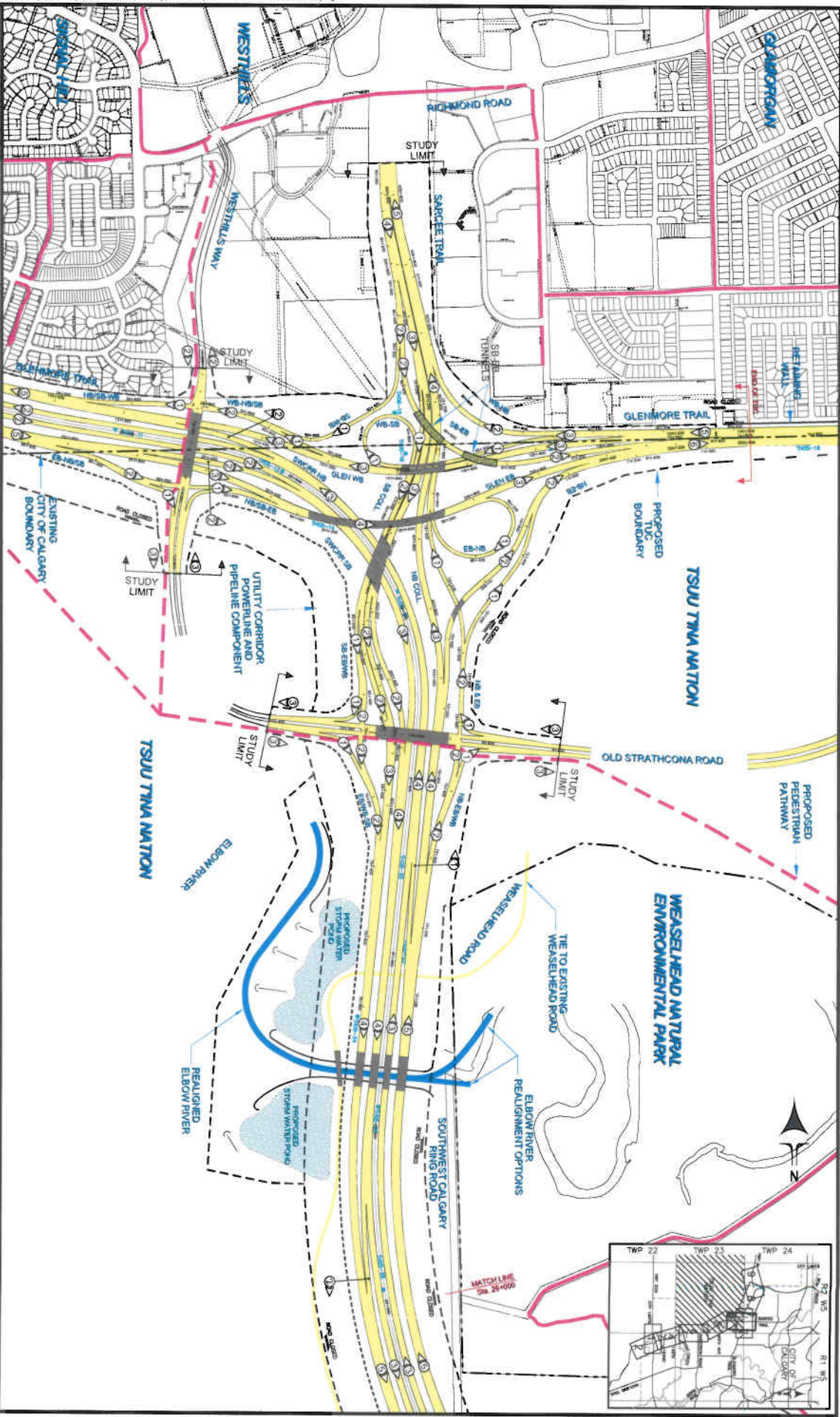
LEGEND
 CALGARY CITY LIMITS
 EXISTING TRANSPORTATION UTILITY CORRIDOR
 PROPOSED TRANSPORTATION UTILITY CORRIDOR (ROADWAY)
 PROPOSED CONNECTION ROADWAY AND UTILITY RIGHT-OF-WAY
 PROPOSED PATHWAYS

EXISTING CITY OF CALGARY BOUNDARY
 PROPOSED CITY OF CALGARY BOUNDARY

SWIMR
 RING ROAD
 SERVICE MEADOWS TRAIL
 PROPOSED NUMBER OF LANES AND TRAVEL DIRECTION
 TRANSPORTATION & UTILITY CORRIDOR

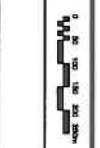


SOUTHWEST CALGARY RING ROAD
 FUNCTIONAL PLANNING STUDY
 Southwest Calgary Ring Road at
 Sarcee Trail SW and Glenmore Trail SW

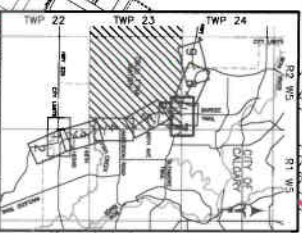
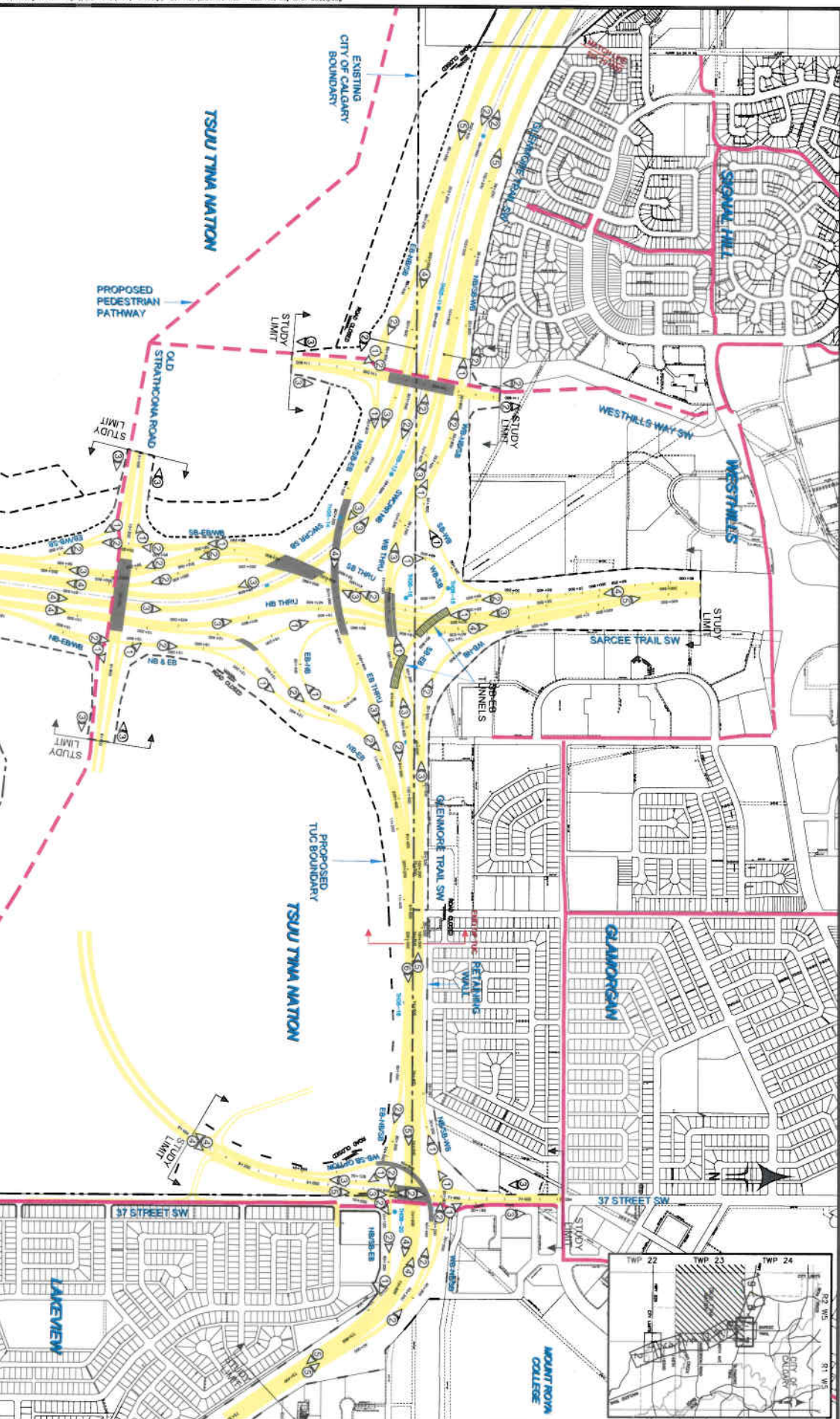




- LEGEND**
- CALGARY CITY LIMITS
 - EXISTING TRANSPORTATION UTILITY CORRIDOR
 - PROPOSED TRANSPORTATION UTILITY CORRIDOR ROADWAY
 - PROPOSED CONNECTION ROADWAY AND UTILITY RIGHT OF WAY
 - PROPOSED PATHWAYS
 - SWICR SOUTHWEST CALGARY
 - SRIC RING ROAD
 - SRMC SARCÉE MEADOWS TRAIL
 - SWT WESTHILLS
 - TLC TRANSPORTATION & UTILITY CORRIDOR



SOUTHWEST CALGARY RING ROAD
 FUNCTIONAL PLANNING STUDY
 Glennore Trail SW
 Westhills Way SW to 37 Street SW
 Project No. 2004-0058
 JUNE 2007



Schedule 3: Identification of the Land

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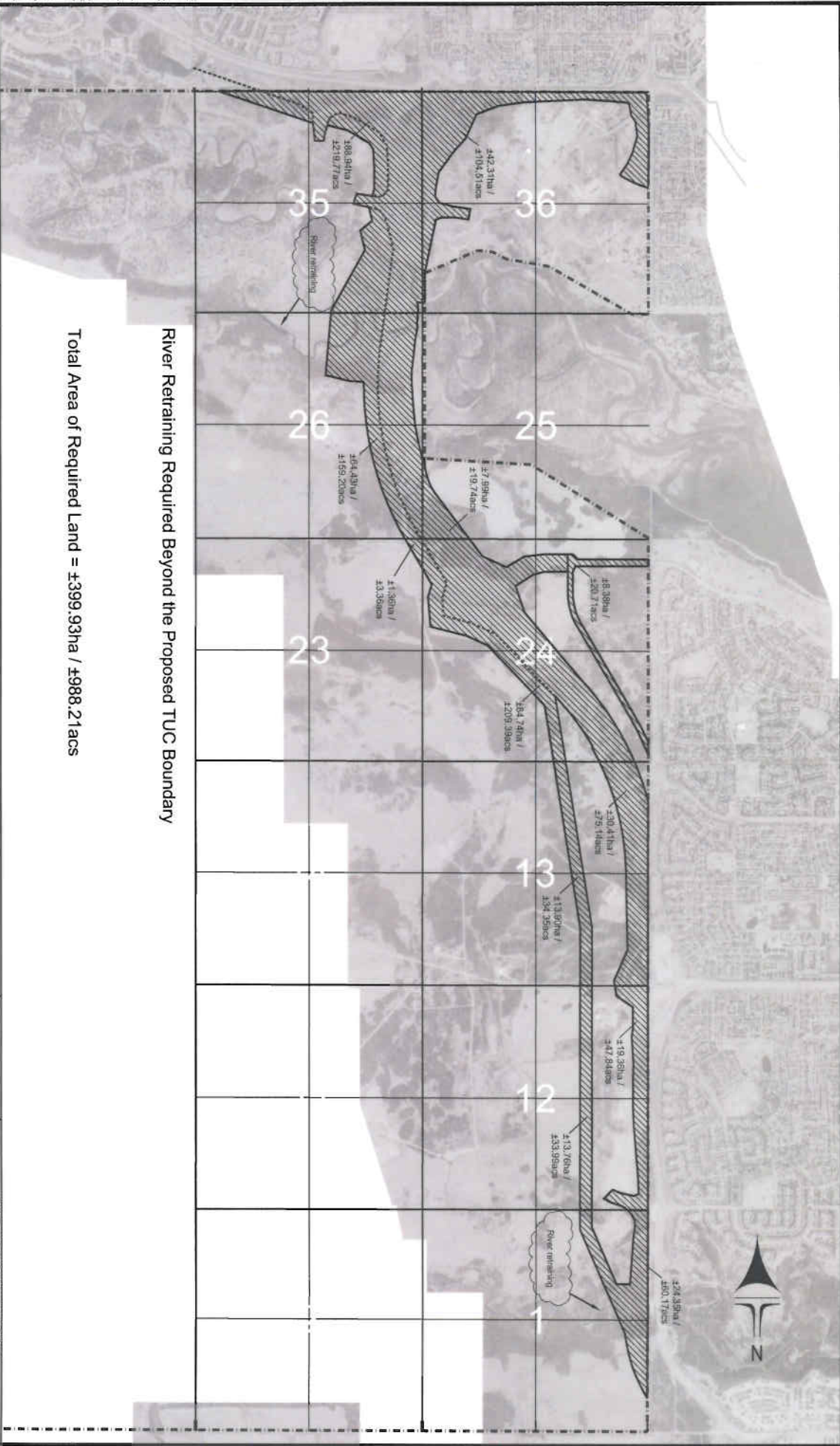


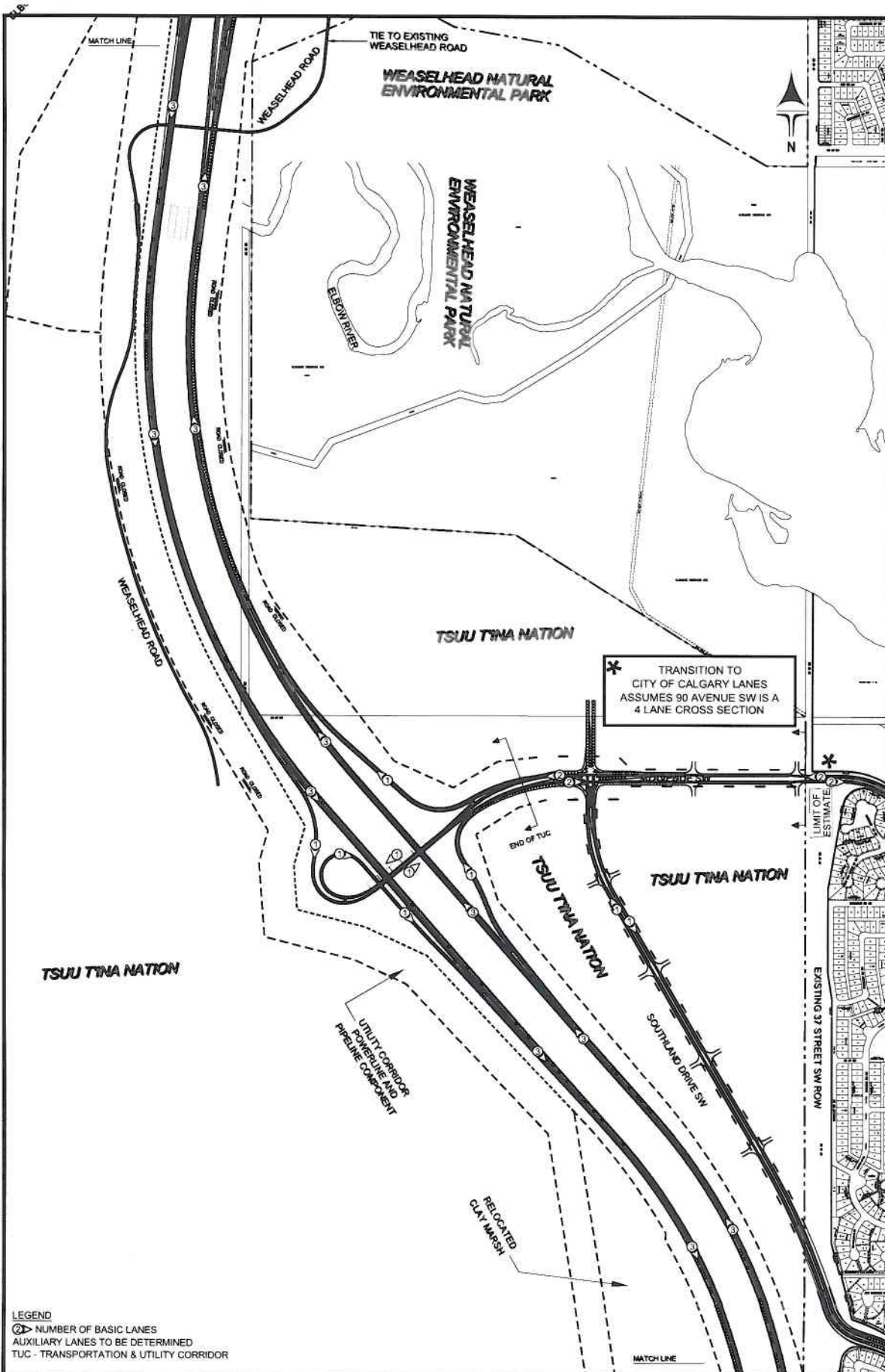
LEGEND:

	Required Land
	Proposed Roadway ROW Boundary
	Proposed Utility ROW Boundary
	Existing Roadway / Utility Boundary
	Existing City of Calgary Boundary

SOUTH WEST CALGARY RING ROAD
 FUNCTIONAL PLANNING STUDY
 Approximate land areas required from
 the Tsuu T'ina Nation

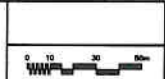
Date: 07/11/2017
 Region: Southern
 Project No: 2004-0028
 P.334





LEGEND
 (Number in circle) NUMBER OF BASIC LANES
 (Number in circle with dashed line) AUXILIARY LANES TO BE DETERMINED
 TUC - TRANSPORTATION & UTILITY CORRIDOR

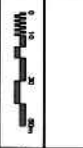
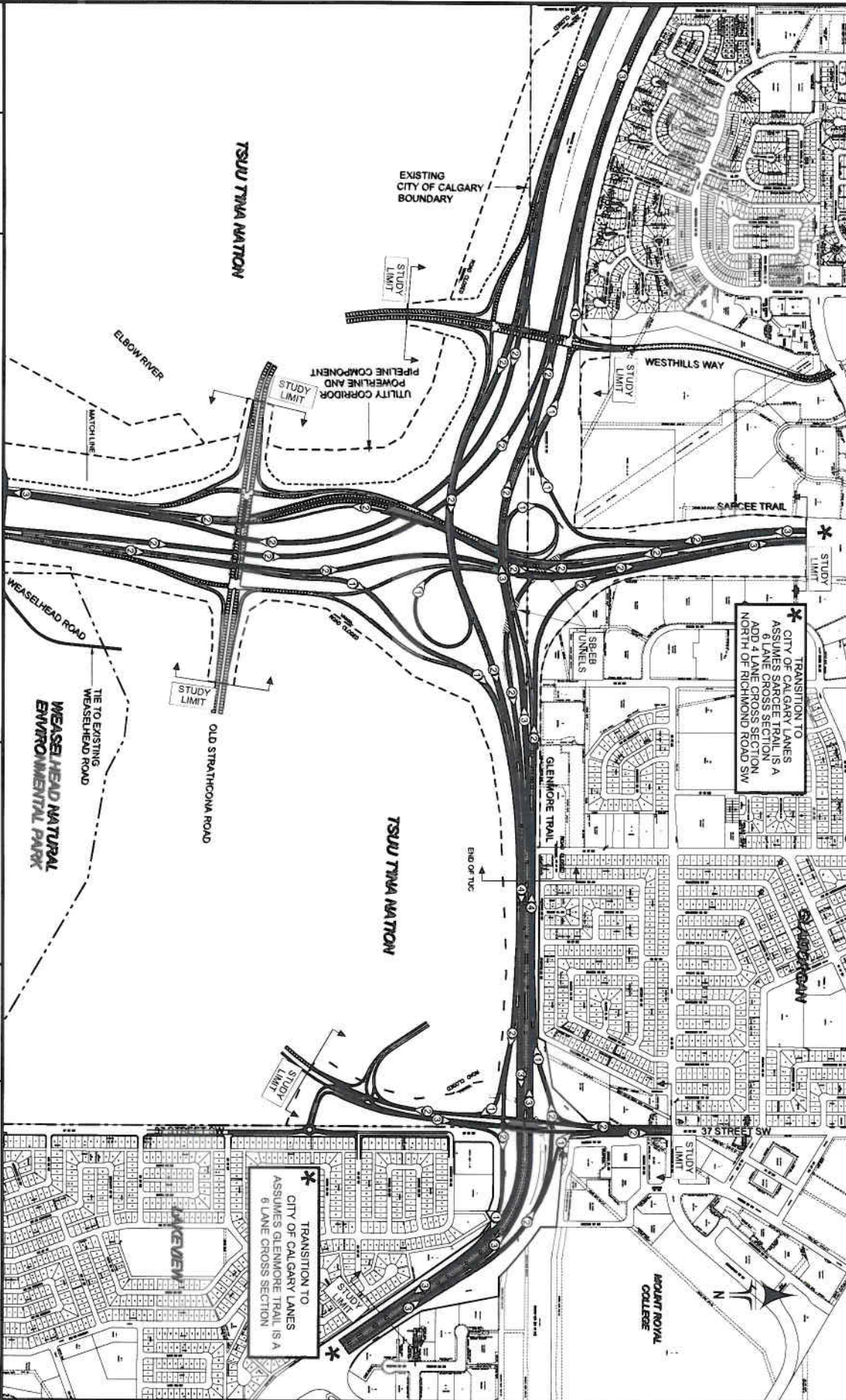
PROJECT NO. 2004-0028
 REGION: SOUTHERN
 PROJECT: SOUTHWEST CALGARY RING ROAD
 DRAWING: FUNCTIONAL PLANNING STUDY - OPENING DAY PLAN (ODP)
 DATE: JUNE 2008



SOUTHWEST CALGARY RING ROAD
 FUNCTIONAL PLANNING STUDY
 OPENING DAY PLAN (ODP)
 90 AVENUE SW & ELBOW RIVER
 Region: Southern | Project No. 2004-0028 | JUNE 2008 | P-336 B



LEGEND
 (Symbol) NUMBER OF BASIC LANES
 (Symbol) AUXILIARY LANES TO BE DETERMINED
 TUC - TRANSPORTATION & UTILITY CORRIDOR



SOUTHWEST CALGARY RING ROAD
 FUNCTIONAL PLANNING STUDY
 OPENING DAY PLAN (ODP)
 SW/RR, SARCEE TRAIL, GLENMORE TRAIL & 37 STREET SW
 Project No. 2004-0028
 JUNE 2008
 P-396-C

Schedule 5
Form of Band Council Resolution

First Nation: Tsuu T'ina Nation

Address: 9911 Chiila Blvd., Suite 200
Tsuu T'ina, Alberta
T2W 6H6

Date:

- A. On _____, Tsuu T'ina Nation entered into an Agreement with Her Majesty the Queen in Right of Alberta ("Alberta") in which it consented to the transfer of the portion of Tsuu T'ina I.R. No. 145 described in Schedule "A" (the "Land") from Her Majesty the Queen in Right of Canada ("Canada") to Alberta pursuant to section 35 of the *Indian Act*, R.S.C. 1985, c. I-5;

Therefore, be it resolved that:

1. Tsuu T'ina Nation hereby requests that Canada set the Riverbed Lands described in Schedule "B" and the Additional Crown Lands described in Schedule "C" apart as reserve within the meaning of the *Indian Act*, for the use and benefit of Tsuu T'ina Nation.
2. Tsuu T'ina Nation hereby requests that Canada, immediately following the setting apart of the Riverbed Lands as reserve, takes all steps necessary pursuant to section 35 of the *Indian Act*, R.S.C. 1985, c. I-5 to transfer administration and control of its entire interest in the Land to Alberta subject to the following terms:
 - a. the Land will be used for purposes of a transportation and/or utility corridor, including transportation purposes and/or utility purposes, and any purposes related to either transportation purposes or utility purposes, including without limitation:
 - i. any public right of access to and passage over the Land;
 - ii. the uninterrupted right of Alberta of access to and passage over the Land;
 - iii. the right of Alberta to construct and maintain, or to authorise the construction or maintenance of, any road or other system of public transportation on, over, under, across or through the Land; and

- iv. the right of Alberta to construct and maintain, or to authorise the construction or maintenance of, any utility on, over, under, across or through the Land;
 - b. any person acting under Canada's authority may enter upon any part of the Land to explore for, develop, raise and extract any mines or minerals in which Canada has an interest; however, the exercise of the right of entry must not damage or adversely impact any infrastructure, work or other improvement on the Land and must not interfere with the use of the Land for the Purposes;
 - c. if Alberta no longer requires the Land for the Purposes:
 - i. Alberta shall transfer administration and control of the Land to Canada at no cost, for the purpose of Canada setting apart the Land as reserve within the meaning of the *Indian Act*, for the use and benefit of Tsuu T'ina Nation, and
 - ii. Canada shall have the right, hereby reserved to Canada, in case of any failure or default of Alberta to transfer in accordance with subparagraph 2(c)(i), to resume, by Order of the Governor in Council, administration and control of the Land for the purpose of Canada setting apart the Land as reserve within the meaning of the *Indian Act*, for the use and benefit of Tsuu T'ina Nation;
 - d. Alberta shall remediate any land returned pursuant to paragraph 2(c) to the same condition as received. All costs of any processes reasonably deemed necessary by Canada to determine the environmental condition of the land, shall be paid by Alberta.
2. Tsuu T'ina Nation hereby requests that Canada take such further and other steps as may be required to effect the foregoing;
3. The Chief of Tsuu T'ina Nation is hereby authorised and directed to deliver a copy of this resolution to Canada and Alberta and to execute all documents and do all things necessary to give effect to this resolution.

“Schedule A”

[Insert legal description of the Land ...excepting thereout all mines and minerals whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, which may be found in, under or upon the lands and containing approximately _____ acres more less]

“Schedule B”

[Insert legal description of the Riverbed Lands ... excepting thereout all mines and minerals, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gas or gases, which may be found in, under or upon the **Riverbed Lands**]

“Schedule C”

[Insert legal description of the Additional Crown Lands]

Schedule 6: Transfer of Administration and Control

CANADA

Transfer of Administration and Control to
Her Majesty the Queen in right of Alberta
(as represented by the Minister of Transportation)

WHEREAS

- A. Her Majesty the Queen in right of Alberta as represented by the Minister of Transportation ("Alberta") requests the entire interest of Her Majesty the Queen in right of Canada ("Canada") in certain lands forming part of Tsuu T'ina Indian Reserve No. 145, which lands are described in Schedule A (the "Land"), for the purposes set out in paragraph (a);
- B. By Order in Council P.C. _____ of _____, the Governor in Council, pursuant to subsection 35(3) of the *Indian Act*, R.S.C. 1985, c. I-5 in lieu of Alberta taking the Land without the consent of the owner, authorised the transfer of administration and control of the entire interest in the Land to Alberta;
- C. The Land is federal real property under the administration of the Minister of Indian Affairs and Northern Development; and
- D. This transfer of administration and control is satisfactory to the Minister of Justice.

THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT, pursuant to subsection 5(1) of the *Federal Real Property Regulations*, by this instrument, transfers from Canada to Alberta administration and control of the Land.

SUBJECT TO THE FOLLOWING TERMS:

- a. the Land will be used for purposes of a transportation and/or utility corridor, including transportation purposes and/or utility purposes, and any purposes related to either transportation purposes or utility purposes, including without limitation:
 - i. any public right of access to and passage over the Land;
 - ii. the uninterrupted right of Alberta of access to and passage over the Land;

- iii. the right of Alberta to construct and maintain, or to authorise the construction or maintenance of, any road or other system of public transportation on, over, under, across or through the Land; and
- iv. the right of Alberta to construct and maintain, or to authorise the construction or maintenance of, any utility on, over, under, across or through the Land;

(the "Purposes");

- b. any person acting under Canada's authority may enter upon any part of the Land to explore for, develop, raise and extract any mines or minerals in which Canada has an interest; however, the exercise of the right of entry must not damage or adversely impact any infrastructure, work or other improvement on the Land and must not interfere with the use of the Land for the Purposes;
- c. if Alberta no longer requires the Land for the Purposes:
 - i. Alberta shall transfer administration and control of the Land to Canada at no cost, for the purpose of Canada setting apart the Land as reserve within the meaning of the *Indian Act*, for the use and benefit of Tsuu T'ina Nation,
 - ii. Canada shall have the right, hereby reserved to Canada, in case of any failure or default of Alberta to transfer in accordance with subparagraph (c)(i), to resume, by Order of the Governor in Council, administration and control of the Land for the purpose of Canada setting apart the Land as reserve within the meaning of the *Indian Act*, for the use and benefit of Tsuu T'ina Nation,

(the "Returned Land");

- d. Alberta shall remediate the Returned Land to the same condition as received. All costs of any processes reasonably deemed necessary by Canada to determine the environmental condition of the land shall be paid by Alberta.
- e. Alberta has transferred to Canada, as partial compensation for the transfer of administration and control of the Land to Alberta, administration and control of Alberta's entire interest in the lands described in Schedule B.
- f. Alberta shall pay to the Receiver General of Canada and the Nation, as partial compensation for the transfer of administration and control of the Land, the total sum of \$275,000,000.00 for the use and benefit of Tsuu T'ina Nation;

IN WITNESS WHEREOF this transfer of administration and control has been signed and countersigned pursuant to the *Federal Real Property and Federal Immovables Act*.

DATED as of the date of countersignature this _____ day of _____, 20____.

SIGNED on behalf of the Minister of)
Indian Affairs and Northern)
Development by:)
)
)
_____)
RDG Alberta Region)

COUNTERSIGNED on behalf of the)
Minister of Justice by:)
)
)
_____)
Counsel)

SCHEDULE A

[Insert legal description of the Land]

(...Excepting thereout all mines and minerals, whether precious or base, and whether solid, liquid or gaseous, including any coal, petroleum, and any gases, which may be found under or upon the Land)

SCHEDULE B

[Insert legal description of additional lands]

Schedule 7: Certificate of Independent Legal Advice

I, _____ of _____, Barristers and Solicitors, hereby certify that:

1. I am a member in good standing of the Law Society of Alberta and am entitled to practice as a barrister and solicitor in the Province of Alberta.
2. I have been retained by Tsuu T'ina Nation as independent legal counsel to advise Tsuu T'ina Nation with regard to all matters arising in connection with or dealt with in the Final Agreement dated the _____ day of _____ 2008 between Tsuu T'ina Nation and Her Majesty the Queen in Right of Alberta (the "Agreement"), including without limitation:
 - a. the legal nature, effect and content of the proposed transaction pursuant to section 35 of the *Indian Act*, R.S.C. 1985, c. I-5, (including alternatives to the proposed section 35 transaction), and the details of any conditions of the transfer, including reversion;
 - b. the execution, implementation, legal nature, effect and content of the Agreement including, but not limited to, the effect of the provisions related to the removal and destruction of structures, residences, and other improvements;
 - c. the determination of the amount of compensation and the adequacy thereof; and
 - d. the legal nature, effect and content of the proposed permits pursuant to paragraph 5 of the Agreement.
3. I have provided Tsuu T'ina Nation with independent legal advice with respect to all of the matters set out in paragraph 2 of this Certificate of Independent Legal Advice.
4. I am not aware of any undue stress, fear, duress, threat, compulsion or inducement by any person which has been made to force or induce Tsuu T'ina Nation to sign the Agreement and consent to the transfer of land pursuant to section 35.
5. I have acted in this matter solely as the lawyer for Tsuu T'ina Nation. I have not acted for Alberta or any other person involved in the Agreement. I have no other interest in this matter other than as stated above.

Dated at _____ in the
Province of _____, this
_____ day of _____ 2009. _____