

**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 (the "**Agreement in Principle**"); and
- B. On March 11, 2005, the **Nation** and **Alberta** entered into a Framework Agreement (the "**Framework Agreement**");
- C. The **Nation** and **Alberta** have further agreed that, in consideration of certain payments and other considerations to be paid or delivered by **Alberta** as set forth in this **Agreement**, the **Nation** consents to the transfer of a portion of the **Reserve** from **Canada** to **Alberta** pursuant to section 35 of the *Indian Act*, R.S.C. 1985, c. I-5 (the "*Indian Act*");

**NOW THEREFORE**, the parties agree as follows:

**I. DEFINITIONS**

- 1. *Definitions* – In this **Agreement**, the following words and phrases, when capitalised and in bold, whether in the plural, the singular or the possessive, have the following meanings:
  - a. **Aboriginal and Treaty Rights** means any existing aboriginal and treaty rights of the **Nation** and **Citizens** recognised and affirmed by section 35 of the *Constitution Act, 1982*, R.S.C. 1985, App. II, No. 44, en. *Canada Act 1982* (U.K.), c. 11 as amended (the "*Constitution Act, 1982*");
  - b. **Additional Lands** means the lands identified in Schedule 1;

- c. **Agreement** means this agreement between the **Nation** and **Alberta**, including all schedules listed in paragraph 2;
- d. **Canada** means Her Majesty in right of Canada as represented by the Minister of Indian Affairs and Northern Development;
- e. **Citizen** means a person whose name appears, at the relevant time, as a citizen of the **Nation** on the Tsuu T'ina List pursuant to the *Tsuu T'ina Citizenship Code*, as amended, established pursuant to sections 8 and 10 of the *Indian Act*;
- f. **Conditions** means:
  - i. the payment of \$1,643,200.00 by the **Nation** to **Alberta** for the transfer of administration and control of those parcels of the **Additional Lands** set forth in Part 2 of Schedule 1 from **Alberta** to **Canada**;
  - ii. the transfer of administration and control of the **Additional Lands** from **Alberta** to **Canada**, as contemplated in paragraph 37(b), and the setting apart of the **Additional Lands** as reserve within the meaning of the *Indian Act* for the use and benefit of the **Nation**;
  - iii. the payment of all compensation payable by **Alberta** in accordance with paragraphs 37(a) and 38; and
  - iv. in sequence after **Canada** sets apart the **Additional Lands** as reserve and **Alberta** makes the payment set forth in paragraph 37(a), the transfer of administration and control of the **Land** from **Canada** to **Alberta** substantially in accordance with the terms set out in paragraph 9 and the Transfer of Administration and Control attached as Schedule 7 and in a form acceptable to **Alberta** and the **Nation**, acting reasonably;
- g. **Controlled Access Freeway** means either or both of:
  - i. a highway on the **Land** which is a major link in the **Ring Road System** for the city of Calgary; and
  - ii. a new transportation system on the **Land** 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;

h. **Elector** means a person who:

- i. is a **Citizen**;
- ii. is of the full age of eighteen years; and
- iii. is not disqualified from voting at **Nation** elections;

i. **Final Plan** means a plan substantially the same as the plan attached as Schedule 4 which provides at least all of the traffic movements listed in Schedule 8, and includes, for greater certainty:

- i. the **Controlled Access Freeway**;
- ii. that portion of Glenmore Trail between the **Controlled Access Freeway** and 37 Street;
- iii. those portions of 90 Avenue from:
  - A. the existing legal boundary of the city of Calgary to the **Controlled Access Freeway**; and
  - B. the **Controlled Access Freeway** to the western boundary of the **Land**, following the construction of that portion by the **Nation** at the **Nation's** expense;
- iv. that portion of Southland Drive from the existing legal boundary of the city of Calgary to 90 Avenue; and
- v. interchanges situated at or about the locations of the interchanges identified in the plan attached as Schedule 4 as:
  - A. the **Controlled Access Freeway** and 130 Avenue;
  - B. the **Controlled Access Freeway** and Anderson Road;
  - C. the **Controlled Access Freeway** and 90 Avenue;
  - D. the **Controlled Access Freeway**, Sarcee Trail and Glenmore Trail;
  - E. 37 Street and Glenmore Trail;
  - F. the **Controlled Access Freeway** and Strathcona Street; and
  - G. the **Controlled Access Freeway** and Westhills Way;

subject to any modifications **Alberta** considers necessary in relation to any new system of transportation referred to in paragraph 1(g)(ii) or having regard to good engineering practices;

- j. **Land** means that portion of the **Reserve** identified on the map attached as Schedule 2 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 1,058 acres;
- k. **LRT** means a light rail transit system or other public transit system that replaces, supersedes or enhances light rail transit, including but not limited to transit stations and parking areas;
- l. **Opening Day Plan** means a plan substantially the same as the plan attached as Schedule 3 which provides at least all of the traffic movements listed in Schedule 8, and includes, for greater certainty:
  - i. the **Controlled Access Freeway**;
  - ii. that portion of Glenmore Trail between the **Controlled Access Freeway** and 37 Street;
  - iii. that portion of 90 Avenue from the existing legal boundary of the city of Calgary to the **Controlled Access Freeway**;
  - iv. that portion of Southland Drive from the existing legal boundary of the city of Calgary to 90 Avenue; and
  - v. interchanges situated at or about the locations of the interchanges identified in the plan attached as Schedule 3 as:
    - A. the **Controlled Access Freeway** and 130 Avenue;
    - B. the **Controlled Access Freeway** and Anderson Road;
    - C. the **Controlled Access Freeway** and 90 Avenue;
    - D. the **Controlled Access Freeway**, Sarcee Trail and Glenmore Trail;
    - E. 37 Street and Glenmore Trail;
    - F. the **Controlled Access Freeway** and Strathcona Street; and

G. the **Controlled Access Freeway** and Westhills Way;

subject to any modifications **Alberta** considers necessary in relation to good engineering practices;

- m. **Reserve** means Tsuu T'ina Nation Indian Reserve No. 145, a reserve within the meaning of the *Indian Act*;
  - n. **Ring Road System** means a major highway system, usually a freeway, which encircles or passes through 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 highways in that area, however 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**, 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. **Transfer Date** means the date that **Canada** delivers to **Alberta** an executed copy of the Transfer of Administration and Control in the form attached as Schedule 7;
  - q. **Transportation and Utility Corridor** means the land described in Schedule A of the *Calgary Restricted Development Area Regulations*, A.R. 212/76 as amended from time to time, together with all associated infrastructure thereon constructed or authorized by **Alberta**;
  - r. **Trigger Date** means July 1, 2015, it being intended by the **Nation** and **Alberta** that such date:
    - i. should be reasonably appropriate to facilitate the performance of all obligations required of the **Nation, Alberta, Canada** and other third parties pursuant to the terms of this **Agreement**, and
    - ii. may be adjusted by written agreement of the **Nation** and **Alberta** prior to the date set forth in this paragraph;
- and
- s. **Utility Purposes** means the construction, operation, maintenance, repair, improvement, reconstruction, rehabilitation, replacement or removal of any pipelines, wires, transmission towers, power poles, communication poles, cable, fibre optics or other devices, equipment, structures, things or works

by **Alberta** or a third party authorised by **Alberta**, for the purpose of transporting utilities including 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 in force in the province of Alberta from time to time, but not including any devices, equipment, structure or works in excess of 44 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: Identification of the Land;
  - c. Schedule 3: Opening Day Plan;
  - d. Schedule 4: Final Plan;
  - e. Schedule 5: Form of Band Council Resolution for Survey;
  - f. Schedule 6: Form of Band Council Resolution for Transfer of Administration and Control;
  - g. Schedule 7: Transfer of Administration and Control;
  - h. Schedule 8: Traffic Movements;
  - i. Schedule 9: Form of Acknowledgement and Release;
  - j. Schedule 10: Burial Site Protocol;
  - k. Schedule 11: Certificate of Independent Legal Advice;
  - l. Schedule 12: Certificate of Independent Financial Advice;
  - m. Schedule 13: Letter regarding Equipment and Employment Opportunities;  
and
  - n. Schedule 14: Letter regarding Treaty Land Entitlement.

## **II. SURVEYS**

3. *Band Council Resolution Authorizing Surveys* – Within 45 days of a written request by **Alberta**, the **Nation** will provide **Alberta** with a band council resolution substantially in the form attached as Schedule 5 permitting the survey

of the **Land** and authorizing **Alberta** or its designate to enter on the **Reserve** for the purpose of conducting a legal survey of the boundaries of the **Land**.

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** at its own cost. Once the plans of survey for the **Land** have been approved by **Alberta**, the **Nation** and **Canada**, they will be registered with the Canada Lands Survey Records and, when registered, such plans of survey will supersede and replace provisional descriptions in this **Agreement**.

### **III. PERMITS AND INTERESTS IN LAND**

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**, such activities to be at no cost to the **Nation**. In particular, but without limiting the generality of the foregoing, within 45 days after a written request by **Alberta**, the **Nation** will pass any band council resolutions which may be required or request, 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:

- a. to enter on the Reserve and carry out the following activities on a one-time basis:
  - i. stabilization of the riverbank and the realignment of the Elbow River;
  - ii. stabilization of the riverbank and the realignment of Fish Creek;
  - iii. the relocation of portions of Weaselhead Road, Chiila Boulevard, Bullhead Road and Grey Eagle Drive;
  - iv. the stockpiling, during construction of the **Opening Day Plan**, at a location selected by the **Nation** in the SE 26-23-2-W5M, of up to 1,000 cubic metres of clay for the use of the **Nation**; and
  - v. the relocation of any pipelines, power lines or other improvements located in, on, over, under, across or through the **Reserve** or the **Land**, or reconnections to existing pipelines, power lines or other improvements;

and

- b. to enter on the **Reserve** on an ongoing basis to access **Alberta's** storm water ponds and to perform bridge inspection and maintenance.

6. *Relocation, Removal or Abandonment of Disputed Interests* – **Alberta** will take such steps as may be required to provide for:
- a. the relocation of that portion of the power line right of way dated September 16, 1924 in favour of Calgary Power Company Ltd. as shown on CLSR Plan IRR2059, and described in paragraph 12(b) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01, lying within the **Land**;
  - b. the removal of:
    - i. the power line right of way dated May 24, 1951 in favour of Calgary Power Limited as shown on CLSR Plan M3413, and described in paragraph 12(c) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01; and
    - ii. the license to Her Majesty in right of Canada for the purpose of an environmental monitoring station, licensed prior to 1991, located in the vicinity of the bridge across the Elbow River within the SE¼ of section 35-23-2-W5M, and described in paragraph 23(h) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01;
  - c. the abandonment of:
    - i. the storm sewer trunk line dated November 15, 1956 in favour of The City of Calgary as shown on CLSR Plan 42929, and described in paragraph 23(b) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01;
    - ii. the extension of sewer line in favour of The City of Calgary as shown on CLSR Plan 84673 (LTO Plan 0012379), and described in paragraph 23(g) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01; and
    - iii. the natural gas pipeline right of way dated June 11, 1951 in favour of Canadian Western Natural Gas Company Limited as shown on CLSR Plan 3424, and described in paragraph 12(d) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01;and
  - d. the incorporation within the **Transportation and Utility Corridor** of those disputed interests lying entirely within the **Land**, including:



- i. the storm sewer right of way dated February 25, 1965 in favour of The City of Calgary as shown on CLSR Plan 84669 (LTO Plan 2849 JK), and described in paragraph 23(d) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01;
  - ii. the natural gas pipeline right of way dated December 14, 1953 in favour of Canadian Western Natural Gas Company Limited as shown on CLSR Plan 84671, and described in paragraph 23(a) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01; and
  - iii. the natural gas pipeline and blowdown site easement dated July 19, 1960 in favour of Canadian Western Natural Gas Company Limited as shown as "unregistered plan by W.A. Wolley-Dod A.L.S., 1959" in Detail "G" on CLSR Plan 84675, and described in paragraph 23(c) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01.
7. *Perfection of Disputed Interests* – At the **Nation's** request, **Alberta** will not be required to remove, abandon or relocate, and the **Nation** will take all such steps as may be required to perfect, in locations other than on the **Land** and subject to the issuance of crossing agreements by **Alberta** pursuant to paragraph 13:
  - a. the sanitary sewer line dated June 9, 1983 in favour of The City of Calgary as shown on CLSR Plan 84666 (LTO Plan 8210729), and described in paragraph 23(e) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01;
  - b. the blanket distribution agreement dated November 5, 1968 in favour of AGT Limited registered in the Indian Lands Registry under number 8086, and described in paragraph 23(i) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01; and
  - c. the blanket distribution agreement dated August 1, 1980 in favour of Canadian Western Natural Gas registered in the Indian Lands Registry under number 70224, and described in paragraph 23(j) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01.

#### **IV. LAND TRANSFERS**

8. *Request by Council Resolution* – The **Nation** will, by band council resolution substantially in the form attached as Schedule 6, request that, in sequence and immediately after:

- a. **Canada** sets apart the **Additional Lands** as reserve within the meaning of the *Indian Act* for the use and benefit of the **Nation**; and
- b. **Alberta** makes the payment set forth in paragraph 37(a);

**Canada** will 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 7. The **Nation** will provide **Alberta** with a copy of this band council resolution at the same time the **Nation** provides it to **Canada**.

9. *Transfer of Administration and Control* – The transfer of administration and control of **Canada's** entire interest in the **Land** to **Alberta** will be in accordance with the following terms:
  - a. the **Land** will be used for the **Transportation and Utility Corridor** in accordance with **Alberta's** usual policies in effect from time to time for those portions of the **Transportation and Utility Corridor** not situated on 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, provided, however, that 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 uses of the **Land** identified in paragraph 9(a) or with the safety or operation of any highway, infrastructure, facility, work, improvement, structure, thing, device, equipment or matter;
  - c. subject to paragraph 9(d), **Alberta** will 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**, in the event that:
    - i. **Alberta** does not build and commence operation of the **Opening Day Plan** within seven years from the **Transfer Date**, 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, unexploded ordnance, 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, **Nation** restrictions, disturbance of burial sites and

delays arising from steps taken in accordance with the Burial Site Protocol in Schedule 10, 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, in which case the seven year period will be extended by the actual duration of any such delay;

- ii. **Alberta** provides fewer than all of the traffic movements identified in Schedule 8, excepting temporary closures pursuant to applicable legislation; or
- iii. **Alberta** purports or attempts to sell or transfer title to the **Land** to any third party without the prior written agreement of **Canada** and the **Nation**;
- iv. **Alberta** decides in its sole and absolute discretion, and notifies the **Nation** in writing, that it no longer intends to use the **Land** for a **Transportation and Utility Corridor**;

subject to the issuance by **Canada** of:

- v. any easements, licenses or permits required by **Alberta** in relation to the continuation of **LRT** or **Utility Purposes**, in, over, under, across or through the **Land**, on reasonable terms and conditions at market rates based upon an equivalent interest in the city of Calgary but not subject to taxation, fees, levies or other similar charges; and
  - vi. any easements, licenses or permits required by any third party in relation to the continuation of **LRT** or **Utility Purposes**, in, over, under, across or through the **Land**, on reasonable terms and conditions at market rates based upon an equivalent interest in the city of Calgary;
- d. for greater certainty:
- i. in the event that the **Nation** believes that an event of reversion under paragraphs 9(c)(i), (ii) or (iii) has occurred, it will provide notice of the occurrence of that event to **Alberta**, and in that notice the **Nation** will either:
    - A. advise **Alberta** that it should transfer the **Land** back to **Canada** in accordance with paragraph 9(c), failing which the **Nation** may apply to a court of competent jurisdiction for a declaration that such an event of reversion has occurred; or

B. waive such event of reversion;

it being understood and agreed that the failure of the **Nation** to deliver a notice to Alberta in accordance with this paragraph shall not constitute a waiver under paragraph 76 of the **Nation's** right to deliver such notice at any time following the occurrence and during the continuation of such an event of reversion, and that any limitation period that may be applicable to the Nation or this Agreement shall not apply to limit the **Nation's** ability to deliver such notice at any time following the occurrence and continuation of any such event of reversion;

ii. there will be no partial reversion of the **Land**; and

iii. **Alberta's** obligation to transfer the **Land** to **Canada** pursuant to paragraph 9(c) is not triggered:

A. by factors related directly or indirectly to the level of service on the **Controlled Access Freeway** or any other highway on the **Land**, including but not limited to the degree of traffic congestion, delays or operating speeds, and **Alberta** is not obliged to provide the **Nation** with any particular level of service; and

B. by a failure to construct the **Final Plan**;

e. provided that a court of competent jurisdiction has conclusively determined under paragraph 81 that one of the events of reversion in paragraphs 9(c)(i), (ii) or (iii) has occurred and **Alberta** has failed to transfer administration and control of the **Land** in accordance with subparagraph 9(c), **Canada** may, by Order of the Governor in Council, resume 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**, subject to the issuance by **Canada** of:

i. any easements, licenses or permits required by **Alberta** in relation to the continuation of **LRT** or **Utility Purposes**, in, over, under, across or through the **Land**, on reasonable terms and conditions at market rates based upon an equivalent interest in the city of Calgary but not subject to taxation, fees, levies or other similar charges; and

ii. any easements, licenses or permits required by any third party in relation to the continuation of **LRT** or **Utility Purposes**, in, over, under, across or through the **Land**, on reasonable terms and

conditions at market rates based upon an equivalent interest in the city of Calgary; and

- f. **Alberta** will:
    - i. remediate any land returned by **Alberta** pursuant to paragraph 9(c) or resumed by **Canada** pursuant to paragraph 9(e) to an environmentally sound condition, such condition to be determined by the laws, regulations and policies of **Canada** then in force, provided that:
      - A. **Alberta** will not be required to remediate any unexploded ordnance which existed in the **Land** as of the **Transfer Date**; and
      - B. **Alberta** may, subject to paragraphs 9(c)(v), 9(c)(vi), 9(e)(i), and 9(e)(ii), be required by **Canada** to remove all improvements including any highways on the **Land**; and
    - ii. pay all costs of any reasonable processes to determine the environmental condition of the **Land** and to remediate the environmental condition of the **Land** in accordance with paragraph 9(f)(i).
10. *No Representations* – **Alberta** has not made any representations or warranties to the **Nation** regarding:
- a. whether **Alberta** will authorize the construction, operation and maintenance of **LRT** on the **Land**; or
  - b. any matter related directly or indirectly to the level of service on the **Controlled Access Freeway** or any other highway, including but not limited to matters directly or indirectly related to degree of traffic congestion, delays or operating speeds.
11. *Assurances* – **Alberta** will seek assurances from **Canada** that **Canada** will recommend to the Governor General in Council that **Canada** will:
- a. accept administration and control of the **Additional Lands** from **Alberta**;
  - b. set apart the **Additional Lands** as reserve within the meaning of the *Indian Act* for the use and benefit of the **Nation**; and
  - c. in sequence after **Canada** sets apart the **Additional Lands** as reserve and **Alberta** makes the payment set forth in paragraph 37(a), transfer administration and control of the **Land** from **Canada** to **Alberta**

substantially in accordance with the terms set out in paragraph 9 and the Transfer of Administration and Control attached as Schedule 7 and in a form acceptable to **Alberta** and the **Nation**, acting reasonably.

12. *No Acknowledgement* – The inclusion of the **Riverbed Lands** as part of the transfer of the **Land** from **Canada** to **Alberta**:
  - a. is not an acknowledgement by **Alberta** of the validity of any interest that **Canada** or the **Nation** may hold in the **Riverbed Lands**;
  - b. is not an acknowledgement by the **Nation** of the validity of any interest that **Alberta** may hold in the **Riverbed Lands**;
  - c. 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
  - d. 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**.
  
13. *Crossing Agreements* – **Alberta** will, if necessary, issue crossing agreements to the following:
  - a. Enmax Corporation with respect to such crossing or crossings of the **Land** as may be required for:
    - i. the feeder line to the electrical substation registered as Indian Lands Registry instrument 16461;
    - ii. the electrical transmission line in the east 30 feet of sections 1, 12, 13 and 24-23-2-W5M registered as Indian Lands Registry instrument 230900; and
    - iii. electrical feeder lines required to maintain existing electrical services on the **Reserve**;
  - b. Telus with respect to such crossing or crossings of the **Land** as may be required for telecommunications feeder lines required to maintain existing telecommunication services on the **Reserve**;
  - c. ATCO with respect to such crossing or crossings of the **Land** as may be required for natural gas feeder lines required to maintain existing natural gas services on the **Reserve**;

- d. The City of Calgary with respect to such crossing or crossings of the **Land** as may be required to continue or replace the sanitary sewer line dated June 9, 1983 in favour of The City of Calgary as shown on CLSR Plan 84666 (LTO Plan 8210729), and described in paragraph 23(e) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01;
- e. TransAlta with respect to such crossing or crossings of the **Land** as may be required to continue or replace the power line right of way dated September 16, 1924 in favour of Calgary Power Company Ltd. as shown on CLSR Plan IRR2059, and described in paragraph 12(b) of the Amended Statement of Claim filed in Federal Court Action No. T-364-01; and
- f. the **Nation** with respect to the connections to:
  - i. water and sanitary sewer services from the city of Calgary at or near the intersection of 37 Street and Bullhead Road;
  - ii. water and sanitary sewer services from the city of Calgary at or near the intersection of 37 Street and Cedardale Place;
  - iii. water services from the city of Calgary at the intersection of 37 Street and 54 Avenue; and
  - iv. water services from the city of Calgary at or near the intersection of 37 Street and Glenmore Trail;

on terms and conditions satisfactory to **Alberta** and in accordance with **Alberta's** usual policies and practices.

## **V. CONSTRUCTION AND ACCESS**

- 14. *Burial Sites* – **Alberta** and the **Nation** will address burial sites in accordance with the Burial Site Protocol attached as Schedule 10.
- 15. *Construction of Opening Day Plan* – **Alberta** will, at its own expense, build and commence operation of the **Opening Day Plan** within seven years from the **Transfer Date**, 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, unexploded ordnance, 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, **Nation** restrictions, disturbance of burial sites and delays arising from steps

taken in accordance with the Burial Site Protocol in Schedule 10, 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, in which case the seven year period will be extended by the actual duration of any such delay.

16. *Construction of Pedestrian Access* – **Alberta** will accommodate pedestrian access across the **Controlled Access Freeway** in the Anderson Road area substantially as shown in the plan attached as Schedule 3 and in the Strathcona Street area.
17. *Ring Road System* – The **Controlled Access Freeway** 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** for the city of Calgary to achieve that result.
18. *Traffic Movements* – Subject to any temporary closures pursuant to applicable legislation, following commencement of the operation of the **Opening Day Plan**, **Alberta** will provide all of the traffic movements listed in Schedule 8.
19. *Upgrading* – **Alberta** or its contractors or agents will, at **Alberta's** expense, add, remove, modify, replace and/or alter 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, but **Alberta** will in no way be liable to the **Nation** in the event that the **Final Plan** is not constructed as contemplated in Schedule 4.
20. *Permission for Existing Crossings* – As of the **Transfer Date**:
  - a. **Alberta** will provide 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:
    - i. Weaselhead Road;
    - ii. Chiila Boulevard;
    - iii. Bullhead Road; and
    - iv. Grey Eagle Drive;subject to:
    - v. the right of **Alberta** to temporarily close such crossings 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 with the intent to minimize disruption and maximize continuity of the **Nation's** access; and

- vi. the right of **Alberta** to permanently relocate such crossings 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 equivalent replacement access; and
  - b. **Alberta** will provide permission to the **Nation** and the third parties described in paragraph 13 to cross the **Land** for the purposes set forth in paragraph 13 until crossing agreements are issued to the **Nation** and those third parties in accordance with paragraph 13.
21. *Access during Construction of **Opening Day Plan*** – At all times during construction of the **Opening Day Plan** and at **Alberta's** expense, **Alberta** or its contractors or agents will provide reasonable replacement access with the intent to minimize disruption and maximize continuity of the **Nation's** access:
- a. across the **Land** at or near:
    - i. Chiila Boulevard;
    - ii. Bullhead Road;
    - iii. Weaselhead Road;
    - iv. Grey Eagle Drive; and
    - v. the former Priddis Trail connecting to the west side of Weaselhead Road in SE 26-23-2-W5M;
  - and
  - b. for residential, agricultural, recreational and traditional uses of the **Nation**, to:
    - i. 146 Avenue;
    - ii. that portion of the **Reserve** lying east of the **Controlled Access Freeway** which includes portions of NE 13, SE and N½ 24, and S½ 25-23-2-W5M; and

- iii. that portion of the **Reserve** lying north of the Elbow River in section 35-23-2-W5M.
22. *Intersection at Grey Eagle Drive and Strathcona Street* – Following commencement of the operation of the **Opening Day Plan, Alberta** will, excepting temporary closures pursuant to applicable legislation, provide the following traffic movements:
- a. Strathcona Street southbound to Grey Eagle Drive westbound;
  - b. Grey Eagle Drive eastbound to Strathcona Street northbound;
  - c. Strathcona Street southbound to Grey Eagle Drive eastbound;
  - d. Grey Eagle Drive westbound to Strathcona Street northbound;
  - e. Strathcona Street northbound across Grey Eagle Drive;
  - f. Strathcona Street southbound across Grey Eagle Drive;
  - g. Strathcona Street northbound to Grey Eagle Drive westbound; and
  - h. Grey Eagle Drive eastbound to Strathcona Street southbound.
23. *Intersection at Southland Drive and 90 Avenue* – Following commencement of the operation of the **Opening Day Plan, Alberta** will, excepting temporary closures pursuant to applicable legislation, provide the following traffic movements:
- a. 90 Avenue westbound across Southland Drive;
  - b. 90 Avenue eastbound across Southland Drive;
  - c. Southland Drive southbound across 90 Avenue;
  - d. Southland Drive northbound across 90 Avenue;
  - e. Southland Drive northbound to 90 Avenue westbound;
  - f. Southland Drive northbound to 90 Avenue eastbound;
  - g. Southland Drive southbound to 90 Avenue westbound;
  - h. Southland Drive southbound to 90 Avenue eastbound;
  - i. 90 Avenue eastbound to Southland Drive northbound;

- j. 90 Avenue eastbound to Southland Drive southbound;
  - k. 90 Avenue westbound to Southland Drive northbound; and
  - l. 90 Avenue westbound to Southland Drive southbound.
24. *Permission for Future Crossings* – In the event that the **Nation** seeks future permission to cross the **Land** for road, pedestrian, utility or other purposes, the **Nation** may apply to **Alberta** for such permission, and **Alberta** will consider such request in accordance with the policies and processes then in force in relation to the **Transportation and Utility Corridor** and in accordance with good engineering practices.
25. *Future Access to and Egress from Southland Drive* – In the event that the **Nation** seeks future access to and egress from Southland Drive on the **Land** with respect to that portion of the **Reserve** located in the E½ 24-23-2-W5M, **Alberta** will permit up to a maximum of four all-direction at-grade intersections along Southland Drive at locations determined in accordance with good engineering practices.
26. *Future Access to and Egress from 90 Avenue East of Controlled Access Freeway* – In the event that the **Nation** seeks future access to and egress from 90 Avenue on the **Land** with respect to those portions of the **Reserve** lying east of the **Controlled Access Freeway** and north of 90 Avenue in NE¼ 24-23-2-W5M, **Alberta** will permit one additional access point, besides the all-direction at-grade intersection of 90 Avenue and Southland Drive provided for in paragraph 23, in a location on the north side of 90 Avenue in NE¼ 24-23-2-W5M and east of Southland Drive to be determined by **Alberta** in accordance with good engineering practices.
27. *Western Extension of 90 Avenue* – **Alberta** will, at its own cost, place an earthwork stub for the future portion of 90 Avenue from the **Controlled Access Freeway** to the western boundary of the **Land**.
28. *Request for Future Western Extension of 90 Avenue* – In the event that the **Nation**, at its own cost, wishes to construct the extension of 90 Avenue from the **Controlled Access Freeway** to the western boundary of the **Land**, the **Nation** will submit plans and design work related to this work to **Alberta** for written approval, and may request that **Alberta** permit any or all of the following traffic movements, excepting temporary closures pursuant to applicable legislation:
- a. 90 Avenue westbound across **Controlled Access Freeway**;
  - b. 90 Avenue eastbound across **Controlled Access Freeway**;

- c. **Controlled Access Freeway** southbound to 90 Avenue westbound;
  - d. **Controlled Access Freeway** northbound to 90 Avenue westbound;
  - e. 90 Avenue eastbound to **Controlled Access Freeway** northbound; and
  - f. 90 Avenue eastbound to **Controlled Access Freeway** southbound.
29. *Permission for 90 Avenue Extension and Traffic Movements* – If the plans and design work submitted by the **Nation to Alberta** in accordance with paragraph 28 are in accordance with good engineering practices, and provided that the **Nation** pays all costs associated with this work including but not limited to all costs associated with the extension of 90 Avenue and any modifications, upgrades or improvements to **Alberta's** infrastructure, **Alberta** will permit:
- a. the extension of 90 Avenue from the **Controlled Access Freeway** to the western boundary of the **Land**; and
  - b. the traffic movements described in paragraph 28, excepting temporary closures pursuant to applicable legislation.
30. *Nature of 90 Avenue Extension* – If constructed, the portion of 90 Avenue from the **Controlled Access Freeway** to the western boundary of the **Land** will be an ordinary public road and the **Nation** will have no rights or obligations, including maintenance obligations, in relation to this road or the other infrastructure contemplated by paragraph 29 beyond other members of the public.
31. *Access to and Egress from 146 Avenue* – In conjunction with construction of the **Opening Day Plan**, **Alberta** will construct, or ensure construction of, a reasonable road connection on the west side of the **Controlled Access Freeway** at **Alberta's** expense to enable access to and egress from 146 Avenue west of the **Controlled Access Freeway** following commencement of the operation of the **Opening Day Plan** by means of the interchange at the **Controlled Access Freeway** and 146 Avenue.
32. *Discretion* – Subject to paragraphs 14 to 31 inclusive, **Alberta** will, in its sole discretion and in accordance with good engineering practices, determine any matter related to the operation and management of the **Transportation and Utility Corridor** on the **Land** including but not limited to:
- a. the construction, operation, maintenance, repair, improvement, reconstruction, rehabilitation, upgrading, replacement, removal and management of:
    - i. the **Controlled Access Freeway** and any other highway;

- ii. the **Opening Day Plan**;
  - iii. the **Final Plan**;
  - iv. access points;
  - v. works, improvements, facilities, structures, things, matters, devices, equipment or matter; and
  - vi. 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 utilities;
- b. the timing of the construction, operation, maintenance, repair, improvement, reconstruction, rehabilitation, upgrading, replacement, removal and management of the matters referred to in paragraphs 32(a)(i) to 32(a)(vi) inclusive; and
  - c. the level of service on the **Controlled Access Freeway** or any other highway, including but not limited to degree of traffic congestion, delays or operating speeds.
33. *Equipment and Employment Opportunities* – In accordance with the letter attached as Schedule 13, **Alberta** will provide opportunities for the **Nation**, **Nation** citizens, and businesses operated by the **Nation** or **Nation** citizens to obtain employment or to provide material, equipment or services.

## **VI. REMOVAL OF STRUCTURES AND VACANT POSSESSION**

34. *Removal of Structures* – Prior to the **Transfer Date**, 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. the Sarcee Seven Chiefs Sportsplex;
  - b. the Chief David Crowchild Building;
  - c. the Chief Dick Big Plume Building;
  - d. water and sanitary sewer connections to the preceding three buildings;
  - e. the Tsuu T'ina Nation Culture Museum;
  - f. those portions of the Buffalo Run Golf Course which form part of the **Land**;

- g. the main sanitary sewer lift station situated in NE 12-23-2-W5M; and
  - h. associated infrastructure that will be relocated to accommodate the **Transportation and Utility Corridor**.
35. *Demolition of Structures* – In the event that the **Nation** has not removed all residences, structures or other improvements in, on, over, under, across or through the **Land** prior to the **Transfer Date**, **Alberta** may, in **Alberta's** sole discretion and at **Alberta's** expense:
- a. 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
  - b. complete mitigation measures to **Alberta's** satisfaction;
- it being understood and agreed, however, that:
- c. **Alberta** is acquiring the **Land** on an "as is" basis; and
  - d. the **Nation** will provide such **Reserve** land as may be required and is considered reasonable by the **Nation** to replace the Enmax substation currently situated within the **Land** on SE 13-23-2-W5M, and **Alberta** will be responsible for paying Enmax for the cost of replacing Enmax's existing infrastructure.
36. *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** on the **Transfer Date**, 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 of this **Agreement**;
  - b. prior to the **Transfer Date**, the **Nation** will satisfy any and all compensatory obligations to **Citizens** and any other affected third parties to obtain vacant possession of the **Land** and will provide **Alberta** with notice when all such obligations have been satisfied; and
  - c. the **Nation** will obtain a duly executed Acknowledgement and Release in the form attached as Schedule 9 from each **Citizen** and other affected third party entitled to any claim for compensation or other benefit arising from the termination of such person's interest in the **Land**, and the **Nation** will provide each such original, duly executed Acknowledgement and Release to **Alberta**.

**VII. COMPENSATION**

37. *Compensation Attributable to the Land* – The following payment and transfer made by **Alberta** pursuant to this paragraph together constitute full and final compensation for the transfer of administration and control of the **Land** from **Canada** to **Alberta**:

- a. **Alberta** will pay the sum of \$275,000,000.00 to the Receiver General for **Canada**, such payment to be made:
  - i. following **Alberta** confirming to the **Nation** that **Alberta** has received the assurances referred to in paragraph 11;
  - ii. provided that the **Nation** has delivered vacant possession of the **Land** and that each **Citizen** and any other affected third party entitled to any claim for compensation or benefit arising from the termination of such person's interest in the **Land** has provided a duly executed Acknowledgement and Release substantially in the form attached as Schedule 9;
  - iii. following a determination by **Alberta** that it is satisfied that it will receive vacant possession of the **Land** free and clear of all encumbrances; and
  - iv. at a time agreed to by **Canada** and **Alberta** acting reasonably, but on or before the transfer of administration and control of the **Land** from **Canada** to **Alberta** substantially in accordance with the terms set out in paragraph 9 and the Transfer of Administration and Control attached as Schedule 7 and in a form acceptable to **Alberta** and the **Nation**, acting reasonably;
- b. **Alberta** will transfer administration and control of the **Additional Lands** to **Canada** at a time agreed to by **Canada** and **Alberta** acting reasonably, but on or before the transfer of administration and control of the **Land** from **Canada** to **Alberta**.

38. *Additional Payments by Alberta* – **Alberta** will pay an additional sum totalling \$65,643,900.00 to the **Nation** as follows:

- a. as soon as reasonably practicable following the execution of this **Agreement**, **Alberta** will pay the sum of \$44,643,900.00 into an interest-bearing trust account, on the following trust conditions:
  - i. the **Nation** will appoint a trustee or trustees for the purpose of administering all funds deposited into the trust account;

- ii. all interest earned in the trust account will be to the benefit of the **Nation**;
- iii. subject to paragraph 38(a)(vii), all funds deposited into the trust account will be disbursed from the trust account solely to pay:
  - A. expenses incurred by the **Nation** to plan, design and construct facilities to replace:
    - I. **Nation** housing;
    - II. the Sarcee Seven Chiefs Sportsplex;
    - III. the Chief David Crowchild Building,
    - IV. the Chief Dick Big Plume Building;
    - V. water and sanitary sewer connections to the preceding three buildings;
    - VI. the Tsuu T'ina Nation Culture Museum;
    - VII. the Buffalo Run Golf Course;
    - VIII. the main sanitary sewer lift station situated in NE 12-23-2-W5M; and
    - IX. associated infrastructure that will be relocated to accommodate the **Transportation and Utility Corridor**; and
  - B. expenses incurred by the **Nation**, or amounts paid by the **Nation** to **Citizens** or other affected third parties, to obtain vacant possession of the **Land**,
- iv. this **Agreement** does not restrict the **Nation** from expanding or upgrading the facilities being replaced or undertaking the construction of additional infrastructure projects, provided that:
  - A. all costs associated with such expansions, upgradings or additional projects, if undertaken, will be funded from alternate sources at the **Nation's** expense; and
  - B. use of the funds disbursed from the trust for construction purposes will be limited to the cost of replacing the functionality of facilities being replaced and will not include



the costs of such expansions, upgradings or additional projects;

- v. funds disbursed by the **Nation** from the trust account in accordance with paragraph 38(a)(iii) are non-refundable to **Alberta**;
- vi. any funds in the trust account not paid out upon termination of this **Agreement** pursuant to paragraph 55 or paragraph 56(b) will be refunded to **Alberta**, provided that:
  - A. those funds will not be refunded until construction of any replacement house, building or other improvement already under construction at termination is complete;
  - B. those funds may be applied by the **Nation** to complete such construction; and
  - C. if the **Agreement** is terminated pursuant to paragraph 55 or paragraph 56(b), the trustee will account to **Alberta** for all funds paid out of the trust account;

and

- vii. if this **Agreement** is not terminated pursuant to paragraph 55 or paragraph 56(b), any funds remaining in the trust account following the **Transfer Date** will be released by the trustees to the **Nation**;
- b. concurrently with the payment referred to in paragraph 38(a), **Alberta** will pay the sum of \$21,000,000.00 to the **Nation** for the purpose of the **Nation** improving **Nation** roads, it being acknowledged by the parties that:
    - i. all decisions with respect to such improvements, including whether to use the funds for this purpose, will be in the sole discretion of the **Nation**, and **Alberta** has no responsibility in relation to the actual use of these funds by the **Nation** or in relation to the work performed or not performed by the **Nation**; and
    - ii. those funds are non-refundable.
39. *Payment for 320 Acres of **Additional Lands*** – The **Nation** will pay the sum of \$1,643,200.00 to **Alberta** for the transfer of administration and control of those parcels of the **Additional Lands** set forth in Part 2 of Schedule 1 from **Alberta** to **Canada**, and the setting apart of those parcels of the **Additional Lands** as reserve within the meaning of the *Indian Act* for the use and benefit of the Nation, with such payment to be made immediately prior to the transfer of administration and control of those parcels from **Alberta** to **Canada**.

40. *Compensation Attributable to Other Matters* – The payments made by **Alberta** pursuant to paragraph 38 and all other forms of consideration flowing directly or indirectly from **Alberta** to the **Nation** pursuant to this **Agreement** constitute full and final compensation for any obligation, action, activity, decision or matter provided for or contemplated by this **Agreement** other than as set forth in paragraph 37, including, without limitation:
- a. all claims for damages or relief of any kind arising from the transfer of administration and control of the **Land** from **Canada** to **Alberta**;
  - b. all claims for compensation payable to the **Nation**, **Citizens** or any other affected 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**, **Citizens** and any other affected third parties who used or occupied the **Land** or **Reserve** lands near or adjacent to the **Land**, regardless of whether the **Citizen** or affected third party had a right of use or occupation based on a designation or a lease or solely by the consent of the **Nation**, and
    - 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 **Land** and the **Additional Lands**; and
  - e. all claims for compensation payable to the **Nation**, **Citizens** or any affected third parties who use or occupy the **Reserve** lands, for damage arising on the **Reserve** from environmental contamination or unexploded ordnance on the **Land** as of the **Transfer Date**, except to the extent that such claims arise from the negligence or other misconduct of **Alberta** or its agents or contractors;

provided, however, that, for greater certainty, with the exception of those items specifically referenced in paragraphs 40(a) to 40(e), 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**.

41. **Aboriginal and Treaty Rights** – Nothing in this **Agreement** will be construed so as to abrogate or derogate from **Aboriginal and Treaty Rights** of the **Nation** or **Citizens**, provided that the payments made by **Alberta** pursuant to paragraph 38 and all other forms of consideration flowing directly or indirectly from **Alberta** to the **Nation** pursuant to this **Agreement**, other than as set forth in paragraph 37, constitute full and final compensation for all claims based on **Aboriginal and Treaty Rights** arising from any obligation, action, activity, decision or matter provided for or contemplated by this **Agreement**.
42. *Release by **Nation** regarding Use of Funds* – The **Nation** forever releases, remises and discharges **Alberta** and any of its Ministers, officials, servants, employees, agents, successors and assigns from any and all actions, causes of action, suits, claims or demands, specific claims, damages, costs, expenses, promises, undertakings, obligations or liabilities whatsoever, of whatever kind or nature, whether known or unknown and whether in law, in equity or otherwise, that the **Nation** or any **Citizen** ever had, now has, or may have in the future by reason of or in any way relating to or arising out of any and all obligations or liability relating to or arising from the payments made by **Alberta** to the Receiver General for **Canada** pursuant to paragraph 37(a) and to the **Nation** pursuant to paragraph 38, and any use, management or any other dealings by the **Nation** with respect to those funds.
43. *Indemnity by the **Nation*** – As the payments and transfer made by **Alberta** pursuant to paragraphs 37 and 38 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 paragraphs 37, 38, 40 and 41, 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**, **Citizens** or any other affected third parties in relation to the matters referenced in paragraphs 37, 38, 40, 41 and 41.
44. *Indemnity by **Alberta*** – **Alberta** will indemnify and hold the **Nation** and **Citizens** 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 **Transfer Date**; and
  - b. the use of the **Land** from and after the **Transfer Date**, except to the extent that such claims arise from the negligence or other misconduct of the **Nation** or **Citizens**.
45. *Program Eligibility* – The payments made to the Receiver General of Canada and the **Nation** pursuant to paragraphs 37(a) and 38, including any *per capita* distribution to **Citizens** from such payments, will not affect eligibility for, or reduce the availability of, funding and programming available from **Alberta** to **Citizens** or the **Nation** under normal program criteria in effect from time to time.
46. *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 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**.
47. *Road to Additional 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 Rocky View County, in accordance with the following:
- a. the **Nation** will construct the road to a standard acceptable to Rocky View County;
  - b. the road constructed by the **Nation** must connect an existing public road in Rocky View County to the boundary of the **Additional Lands**; 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 or obligations in relation to this road, including maintenance obligations, beyond other members of the public.
48. *Additions to Reserve* – **Alberta** acknowledges that the purpose of transferring the **Additional Lands** to **Canada** is to allow **Canada** to set the **Additional 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 Lands** as reserve.

#### **VIII. RELEASE REGARDING DISPUTED PARCELS AND INTERESTS**

49. *Consideration for Release regarding Disputed Parcels and Interests* – The **Nation** is providing the release in paragraph 51 in consideration of:
- a. the payments made by **Alberta** pursuant to paragraph 38;

- b. the relocation, removal, abandonment or incorporation within the **Transportation and Utility Corridor** by **Alberta**, at **Alberta's** cost, of the disputed interests set forth in paragraph 6; and
  - c. the mutual fulfillment of the promises made by the parties in this **Agreement**.
50. *Effective Date of Release regarding Disputed Parcels and Interests* – The release by the **Nation** referred to in paragraph 51 is effective on the later of
- a. the date on which **Alberta** makes the payment pursuant to paragraph 37(a), and
  - b. the **Transfer Date**.
51. *Release by Nation regarding Disputed Parcels and Interests* – The **Nation** forever releases, remises and discharges **Alberta** and any of its Ministers, officials, servants, employees, agents, successors and assigns from any and all actions, causes of action, suits, claims or demands, specific claims, damages, costs, expenses, promises, undertakings, obligations or liabilities whatsoever, of whatever kind or nature, whether known or unknown and whether in law, in equity or otherwise, that the **Nation** or any **Citizen** ever had, now has, or may have in the future by reason of or in any way relating to or arising out of:
- a. any facts, matters, causes of action or issues raised in the Statement of Claim filed in Federal Court Action Nos. T-364-01 and T-369-01; and
  - b. any current or future specific claim arising from or relating to the facts, matters, causes of action or issues raised in the Statement of Claim filed in Federal Court Action Nos. T-364-01 and T-369-01.
52. *Non-Assertion regarding Disputed Parcels and Interests* – The **Nation** will not assert any action, cause of action, suit, claim or demand, specific claim, damages, costs, expenses or liability of whatever kind or nature, whether known or unknown and whether in law, in equity or otherwise, that the **Nation** or any **Citizen** ever had, now has, or may have in the future, in any proceeding against **Alberta** and any of its Ministers, officials, servants, employees, agents, successors and assigns by reason of or in any way relating directly or indirectly to any of the items released pursuant to paragraph 51.
53. *No Acknowledgement regarding Disputed Parcels and Interests* – By requesting this release, **Alberta** is not acknowledging or making any admission with respect to any facts, matters, causes of action or issues raised in the Statement of Claim filed in Federal Court Action Nos. T-364-01 and T-369-01 or any specific claim arising from or relating to the facts, matters, causes of action or issues raised in

the Statement of Claim filed in Federal Court Action Nos. T-364-01 and T-369-01, including any facts, matters, causes of action or issues raised in the Statement of Claim filed in Federal Court Action Nos. T-364-01 and T-369-01 related to **Aboriginal and Treaty Rights**.

## **IX. ROLE OF CANADA**

54. *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**. 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.

## **X. TERM**

55. *Termination* – If all of the **Conditions** do not occur in the manner set out in this **Agreement** on or before the **Trigger Date**, then either party may elect in writing within 30 days after the **Trigger Date** to terminate this **Agreement**.
56. *Continuation in Force and Effect* – If neither party elects to terminate this **Agreement** within 30 days after the **Trigger Date**, then this **Agreement** will remain in force and effect for a further period of one year from the **Trigger Date**, within which:
- a. the **Conditions** will occur; or
  - b. if all of the **Conditions** do not occur, this **Agreement** will terminate on such one year anniversary unless the parties agree otherwise, it being understood and agreed that the parties may so agree at any time on or before such one year anniversary.
57. *Effect of Termination* – If this **Agreement** terminates in accordance with either paragraph 55 or paragraph 56(b), 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.

## **XI. NOTICE**

58. *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 Boulevard, Suite 200  
Tsuu T'ina, Alberta  
T2W 6H6

Facsimile number: 403-251-6061

or to such other address as either party may advise.

59. *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 58. 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.

60. *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.

## **XII. ACKNOWLEDGEMENTS AND ADVICE**

61. *Acknowledgement* – The **Nation** acknowledges that:
- a. **Alberta** is proceeding with an alignment of the **Controlled Access Freeway** with the consent of the **Nation**;
  - b. the alignment of the **Controlled Access Freeway** 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, identification, character and quantum of **Additional Lands**;
  - e. **Alberta** has adequately consulted with the **Nation** regarding any potential adverse impacts caused by or associated with any decision or activity related to this **Agreement** on **Aboriginal and Treaty Rights**, and that any potential adverse impacts, 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**;
  - g. the **Nation** was not influenced or induced to enter into this **Agreement** by any promises or representations not included in this **Agreement**;
  - h. the **Electors** are the only individuals who are duly qualified and entitled to vote in the referendum referred to in paragraph 63(a); and
  - i. the transfer of administration and control of the **Land** by **Canada** to **Alberta** will not be affected by the process of bringing the **Reserve** within the scope of a land management regime under the *First Nations Land Management Act*, S.C. 1999, c. 24, regardless of whether that regime is finally implemented before or after the **Transfer Date** or at all, and the **Nation** undertakes to take such steps as may be required to exclude the **Land** from such a land management regime.
62. *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 11 and a certified copy of a Certificate of Independent Financial Advice in the form attached as Schedule 12.

### **XIII. PRE-EXECUTION MATTERS**

63. *Referendum* – Prior to the execution of this **Agreement**:
- a. the **Nation** will have conducted a referendum to approve this **Agreement**, in the manner provided by the *Indian Referendum Regulations*, with necessary modifications; and



- b. **Canada** will have granted an indemnity in favour of **Alberta** in respect of any claims that any third party may have for loss, injury or damage to persons or property arising from unexploded ordnance existing as of the **Transfer Date** on, under or within the **Land** and on, under or within approximately 8 acres of land within the W½ 25-23-2-W5M to be acquired by **Alberta** from The City of Calgary for the **Transportation and Utility Corridor**.
64. *Statement of Results* – As soon as practicable after the results of the referendum referred to in paragraph 63(a) became known, the **Nation** will have provided **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.
65. *Condition Precedent to Binding Effect* – Before this **Agreement** was executed by the parties, Chief and Council of the **Nation** and the Lieutenant Governor in Council of Alberta will have given their approval in principle to the **Nation** taking this **Agreement** forward to the **Electors** for approval by referendum in accordance with paragraph 63(a). If the **Electors** did not agree to and approve the terms and conditions of this **Agreement** in accordance with the referendum referred to in paragraph 63(a), this **Agreement**, and the approvals in principle by Chief and Council of the **Nation** and the Lieutenant Governor in Council of **Alberta**, will have become void *ab initio* (that is, of no force and effect from the outset), and in that event this **Agreement** is of no force or effect and neither **Alberta** nor the **Nation** is 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 or incurred.

#### **XIV. INTERPRETATION**

66. *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.
67. *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.
68. *Treaty Land Entitlement* – Without limiting the generality of paragraph 41, **Alberta** will provide the **Nation** with a signed copy of the letter attached as Schedule 14 with respect to outstanding treaty land entitlement obligations, if any, owed to the **Nation**.

69. *Not a Treaty* – This **Agreement** is not a treaty within the meaning of the *Constitution Act, 1982*.
70. *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.

#### **XV. ENTIRE AGREEMENT**

71. *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 all such agreements will 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**.
72. *Amendment* – This **Agreement** may only be amended by written agreement between the parties.
73. *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**.
74. *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.
75. *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**.
76. *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.
77. *No Merger* – The covenants under this **Agreement** will not merge with the transfer of lands.
78. *Caveat* – If **Alberta** issues one or more certificates of title for the **Land**, or takes any step that will have the effect of creating one or more certificates of title for the

**Land**, in **Alberta's** land titles system, **Alberta** will immediately notify the **Nation** and the **Nation** will have the right to register a caveat or other encumbrance against such certificate or certificates of title for the **Land** with respect to the **Nation's** reversionary interest in the **Land** pursuant to paragraph 9(c).

**XVI. GOVERNING LAW**

79. *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.
80. *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.
81. *Dispute Resolution* – In the event of a dispute arising out of or in connection with this **Agreement**, either party may bring an application to a court of competent jurisdiction for determination of the dispute, and the decision of such court, subject to the expiry of any applicable limitation periods relating to appeals or other proceedings to vary or set aside such decision, and the final disposition of any such appeals or proceedings, will be final and binding.
82. *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**

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Chief Roy Whitney Onespot

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Emmet Crowchild, Councillor

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Gilbert Crowchild, Councillor

---

Regena Crowchild, Councillor

---

Brent Dodginghorse, Councillor

---

Lyle Dodginghorse, Councillor

---

Leon Littlelight, Councillor

---

Dean Manywounds, Councillor

---

Andy One Spot, Councillor

---

Jerry Simon, Councillor

---

Ellery Starlight, Councillor

---

Darryl Whitney, Councillor

---

Paul Whitney, Councillor

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013

**HER MAJESTY THE QUEEN IN RIGHT OF  
ALBERTA as represented by the Minister of  
Transportation, the Minister of Aboriginal  
Relations and the Minister of Infrastructure**

Signed by the Minister of  
Transportation

---

Honourable Ric Mclver

Signed by the Minister of  
Infrastructure

---

Honourable Wayne Drysdale

Signed by the Minister of Aboriginal  
Relations

---

Honourable Robin Campbell

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013

Schedule 1: **Additional Lands**

In accordance with the terms of this **Agreement**, an aggregate of 5,338.1 acres of **Additional Lands** will be transferred by **Alberta** for addition to the **Reserve** in accordance with the following:

1. **Alberta** will transfer to **Canada**, for addition to the **Reserve** at no cost to the **Nation** or **Canada**, those parcels of **Additional Lands** shown shaded in yellow on the attached plan and described as:
  - a. E½ Section 20, Section 21, W½ Section 22, W½ Section 27, Section 28, E½ Section 29, SE Section 32, Section 33, Section 34, S½ Section 35, and Section 36, all in Township 23-5-W5M; and
  - b. all intervening road allowances in those portions of Range Roads 50, 51, 52, 53 and 54 and Township Road 235 within the foregoing lands and the lands identified in Part 2 of this schedule;

subject to survey, it being understood and agreed that, because the area of the quarter sections and intervening road allowances selected by the **Nation** under Part 1 of this schedule comprise more than 5,018.1 acres, the excess will be deducted as follows:

- c. approximately 4 acres from the S½ Section 34-23-5-W5M, representing that portion within Section 34 of a body of water that straddles the boundary between Sections 27 and 34-23-5-W5M; and
- d. the balance in equal width from the northern boundary of SE Section 32-23-5-W5M;

including all mines and minerals in all of the foregoing lands except S½ 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 except the fibre optic cable right of way within Section 36-23-5-W5M as shown on LTO Plan 951 1885;

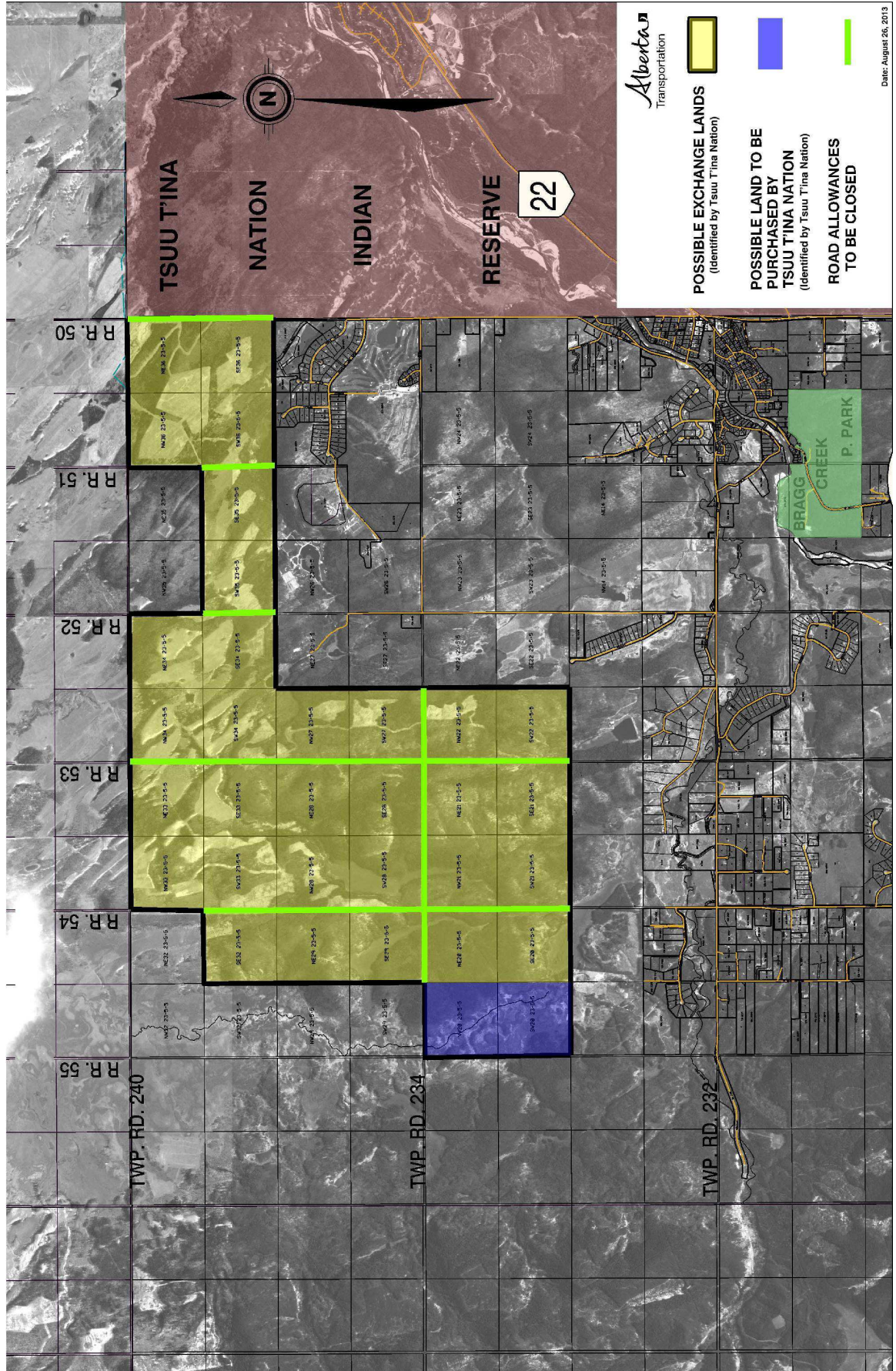
2. the **Nation** will purchase W½ Section 20-23-5-W5M, shown shaded in blue on the attached plan, from **Alberta** for \$1,643,200.00, it being understood and agreed that, if the area of W½ Section 20-23-5-W5M comprises more or less than 320 acres, any excess will be deducted, or any shortfall will be added, in equal width along the northern boundary of NW Section 20-23-5-W5M;

subject to survey, including all mines and minerals in all of the foregoing lands except S½ 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; and

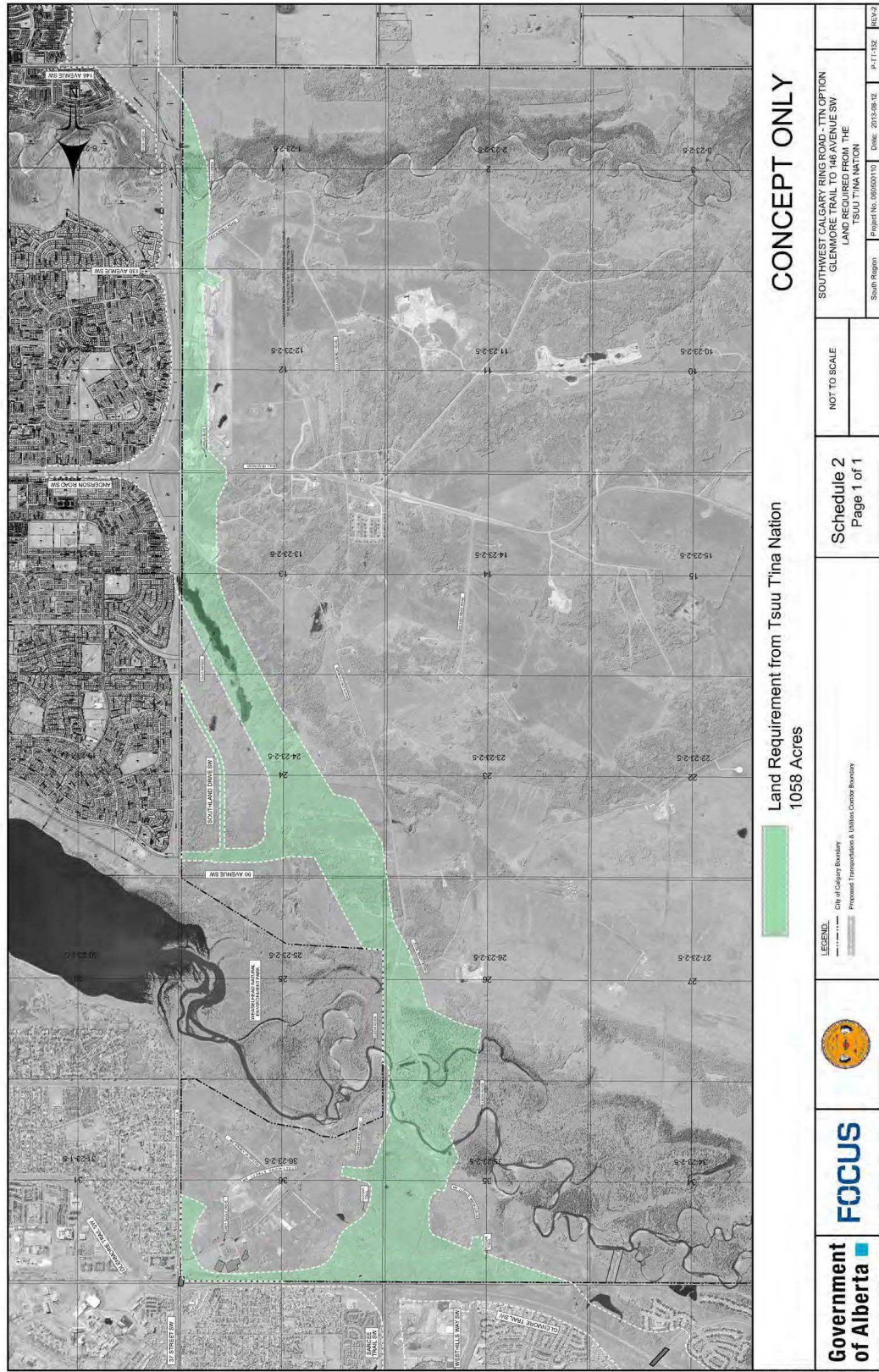
3. if **Alberta** and the **Nation** execute this **Agreement** following completion and registration of the survey referred to in paragraphs 1 and 2 of this Schedule, a copy of the registered survey plan will be substituted for this Schedule.



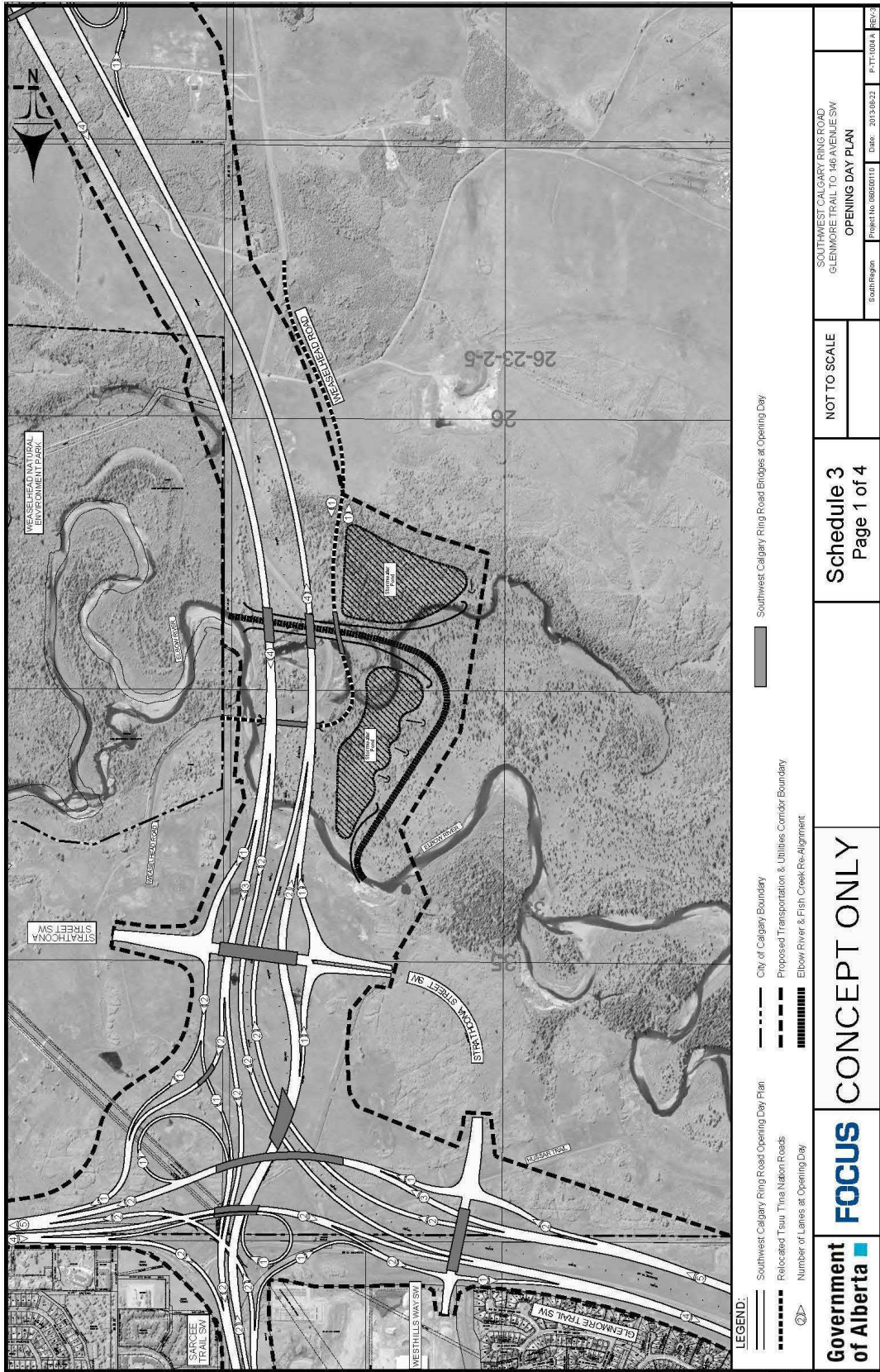
Date: August 26, 2013



Schedule 2: Identification of the Land



Schedule 3: Opening Day Plan





**LEGEND:**

- Southwest Calgary Ring Road Opening Day Plan
- Relocated Tsuu T'ina Nation Roads
- Number of Lanes at Opening Day
- City of Calgary Boundary
- Proposed Transportation & Utilities Corridor Boundary
- Elbow River & Fish Creek Re-alignment
- Southwest Calgary Ring Road Bridges at Opening Day

**Government of Alberta**

**FOCUS**

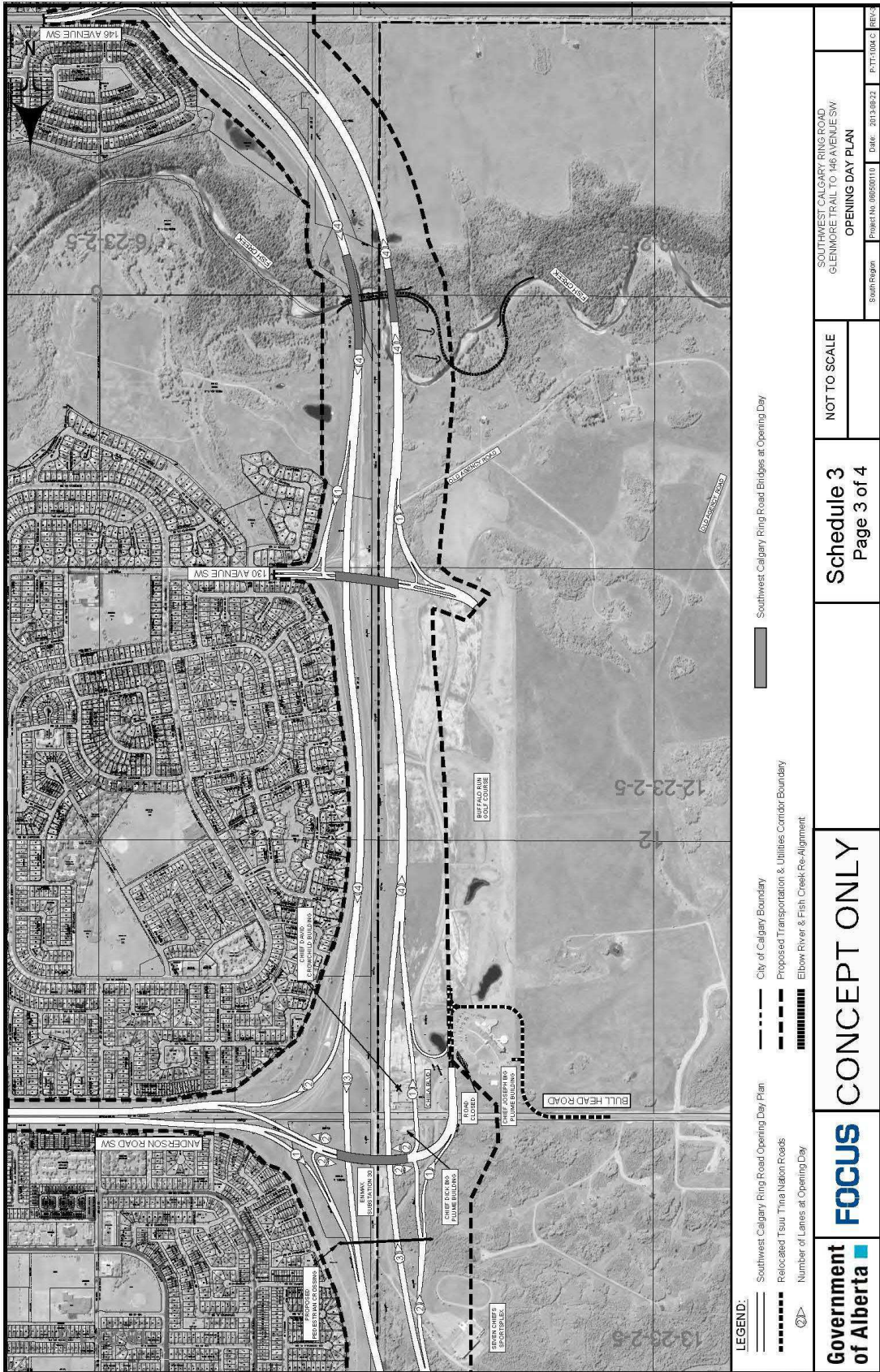
**CONCEPT ONLY**

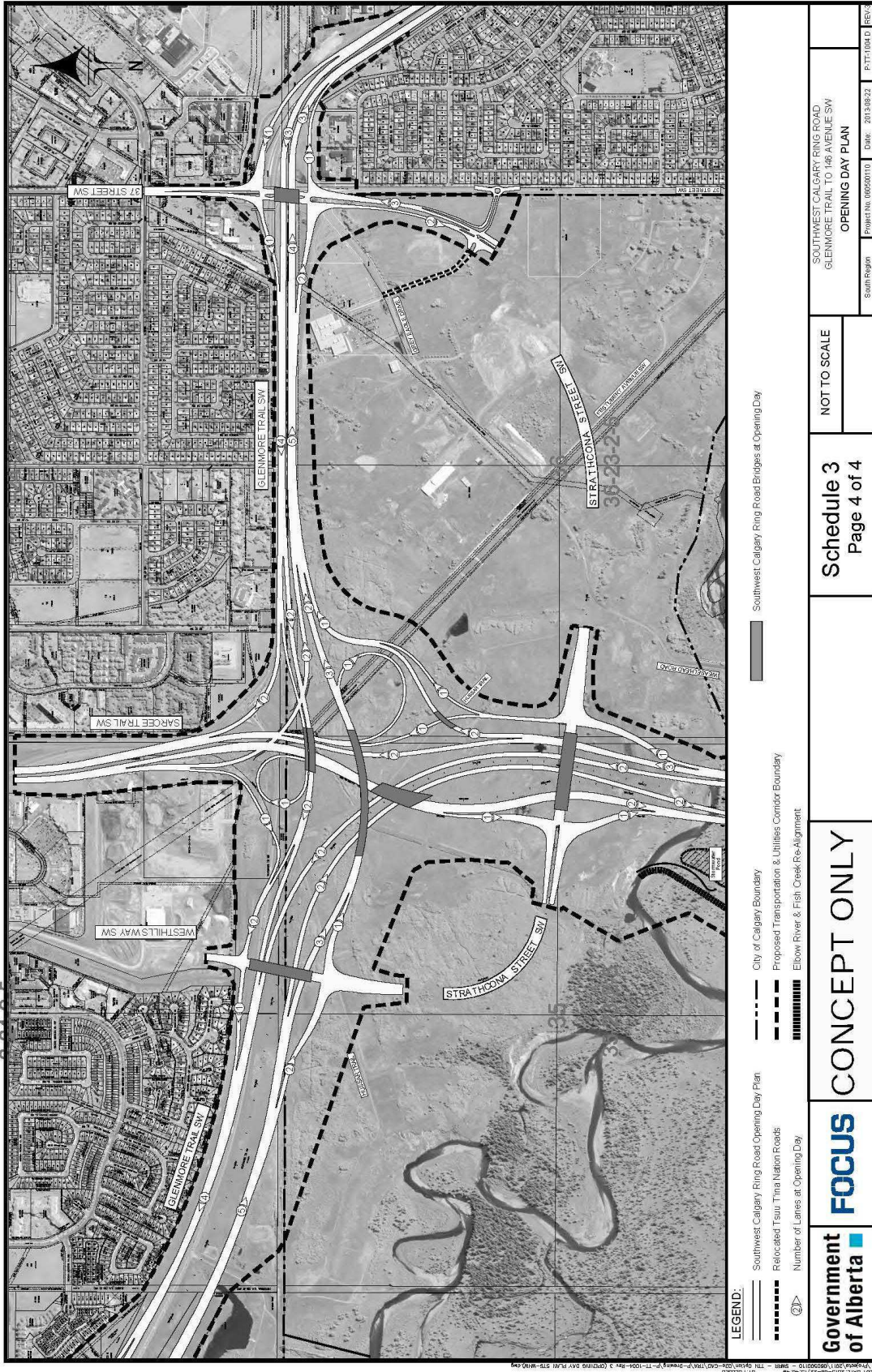
**Schedule 3**  
Page 2 of 4

**NOT TO SCALE**

SOUTHWEST CALGARY RING ROAD  
GLENMORE TRAIL TO 146 AVENUE SW  
**OPENING DAY PLAN**

South Region Project No. 06500110 Date: 2013-08-22 PJT:004.8 REV:3





**LEGEND:**  
 Southwest Calgary Ring Road Opening Day Plan  
 Relocated Transit Thru Station Roads  
 Number of Lanes at Opening Day  
 City of Calgary Boundary  
 Proposed Transportation & Utilities Corridor Boundary  
 Elbow River & Fish Creek Re-alignment  
 Southwest Calgary Ring Road Bridges at Opening Day

**Government of Alberta**

**FOCUS**

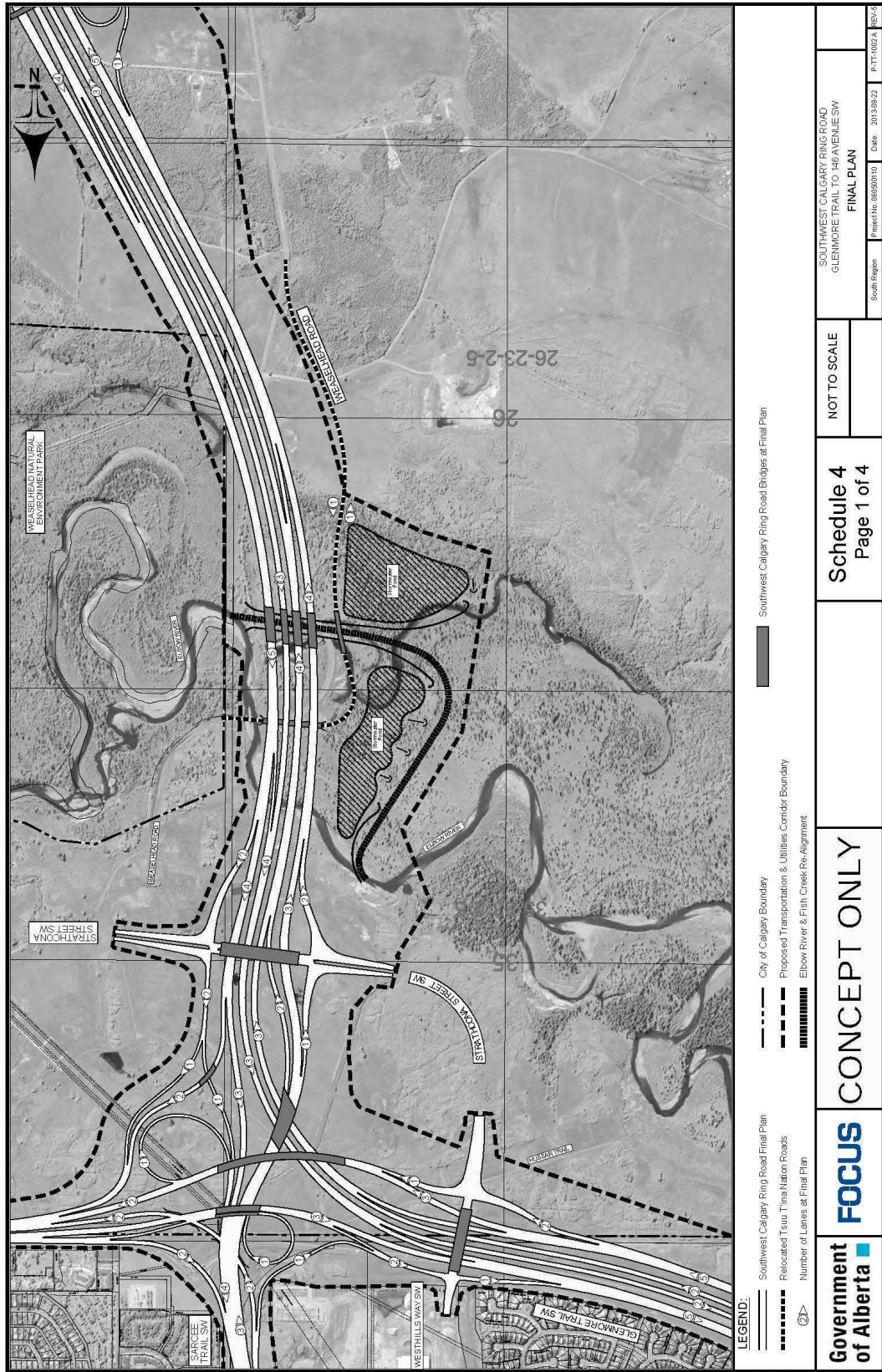
**CONCEPT ONLY**

**Schedule 3**  
**Page 4 of 4**

**NOT TO SCALE**

SOUTHWEST CALGARY RING ROAD,  
 GLENMORE TRAIL TO 148 AVENUE SW  
**OPENING DAY PLAN**  
 South Region  
 Project No. 06650010  
 Scale: 2013-08-22  
 S-77-1564-D  
 REV. 0

Schedule 4: Final Plan



**LEGEND:**

- Southwest Calgary Ring Road Final Plan
- Relocated Tsui Tsin Nation Roads
- Number of Lanes at Final Plan
- City of Calgary Boundary
- Proposed Transportation & Utilities Corridor Boundary
- Elbow River & Fish Creek Re-alignment
- Southwest Calgary Ring Road Bridges at Final Plan

**Government of Alberta**

**FOCUS**

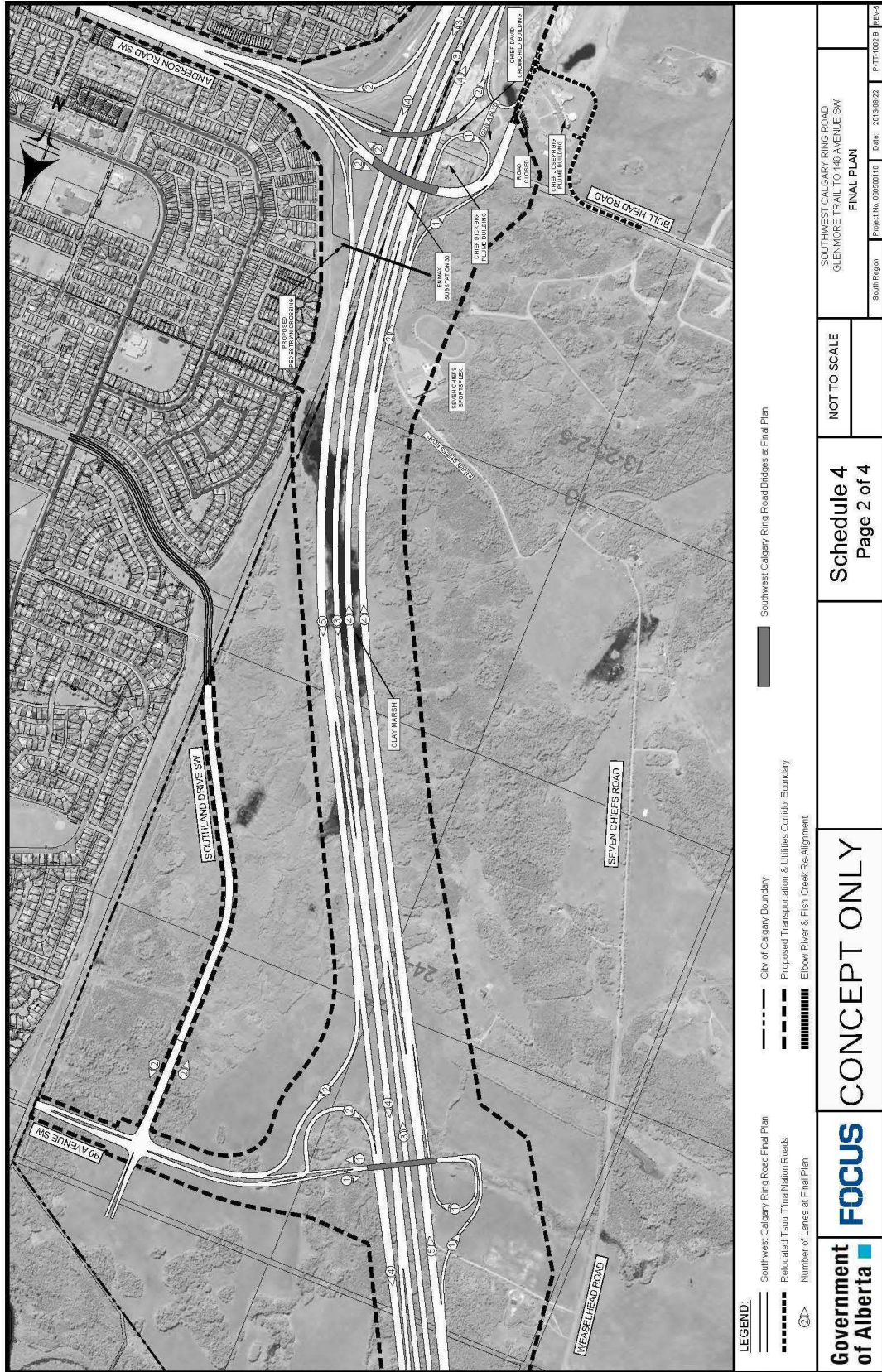
**CONCEPT ONLY**

**Schedule 4**  
Page 1 of 4

**NOT TO SCALE**

SOUTHWEST CALGARY RING ROAD  
GLENMORE TRAIL TO 146 AVENUE SW  
FINAL PLAN

South Region | Project No. 06090010 | Date: 2013-08-22 | P.JT.0024 Rev. 2



**LEGEND:**

- Southwest Calgary Ring Road Final Plan
- City of Calgary Boundary
- Proposed Transportation & Utilities Corridor Boundary
- Elbow River & Fish Creek Re-alignment
- Relocated Tsui T'ina Nation Roads
- Number of Lanes at Final Plan

Southwest Calgary Ring Road Bridges at Final Plan

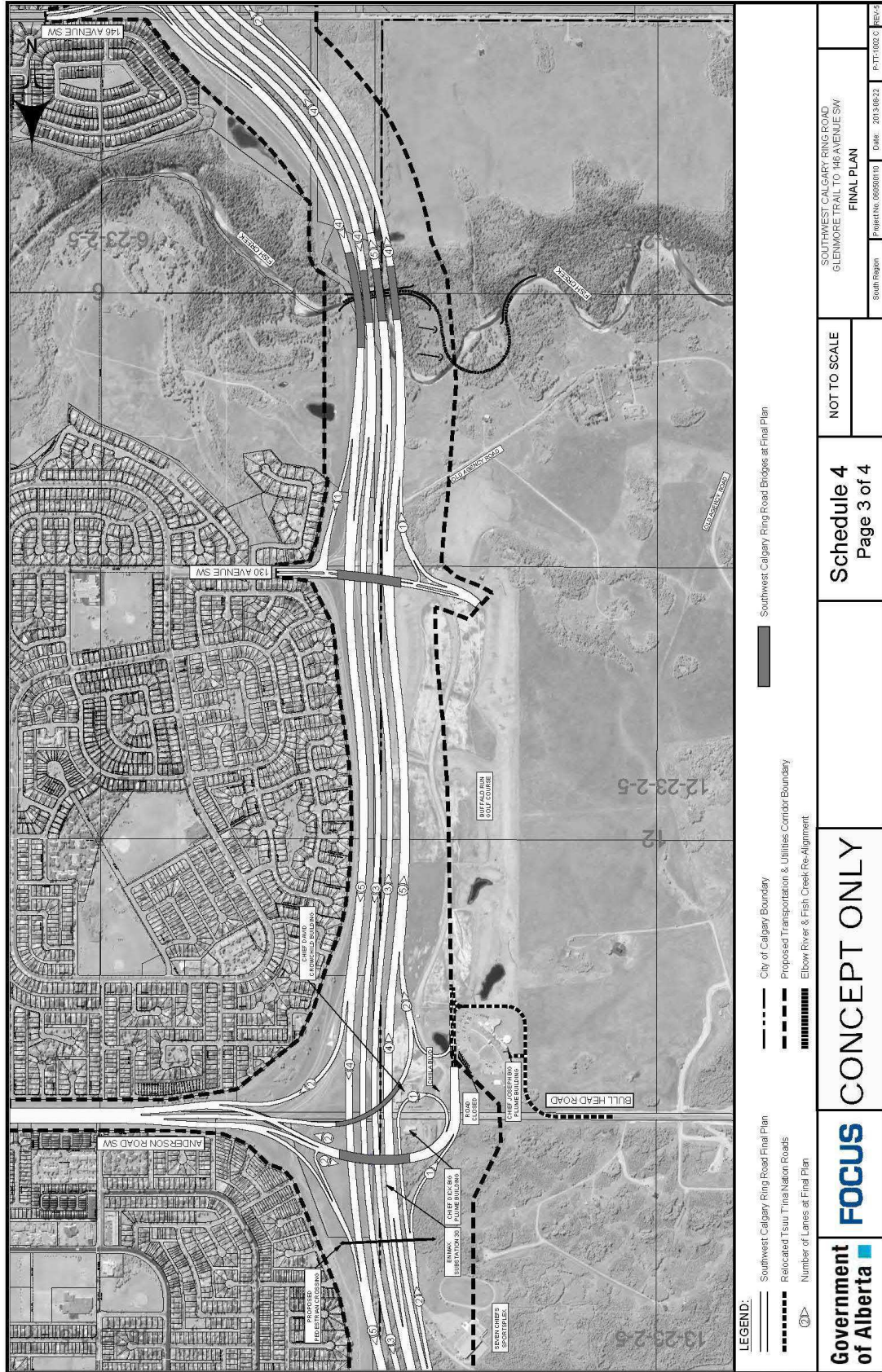
NOT TO SCALE

**Schedule 4**  
Page 2 of 4

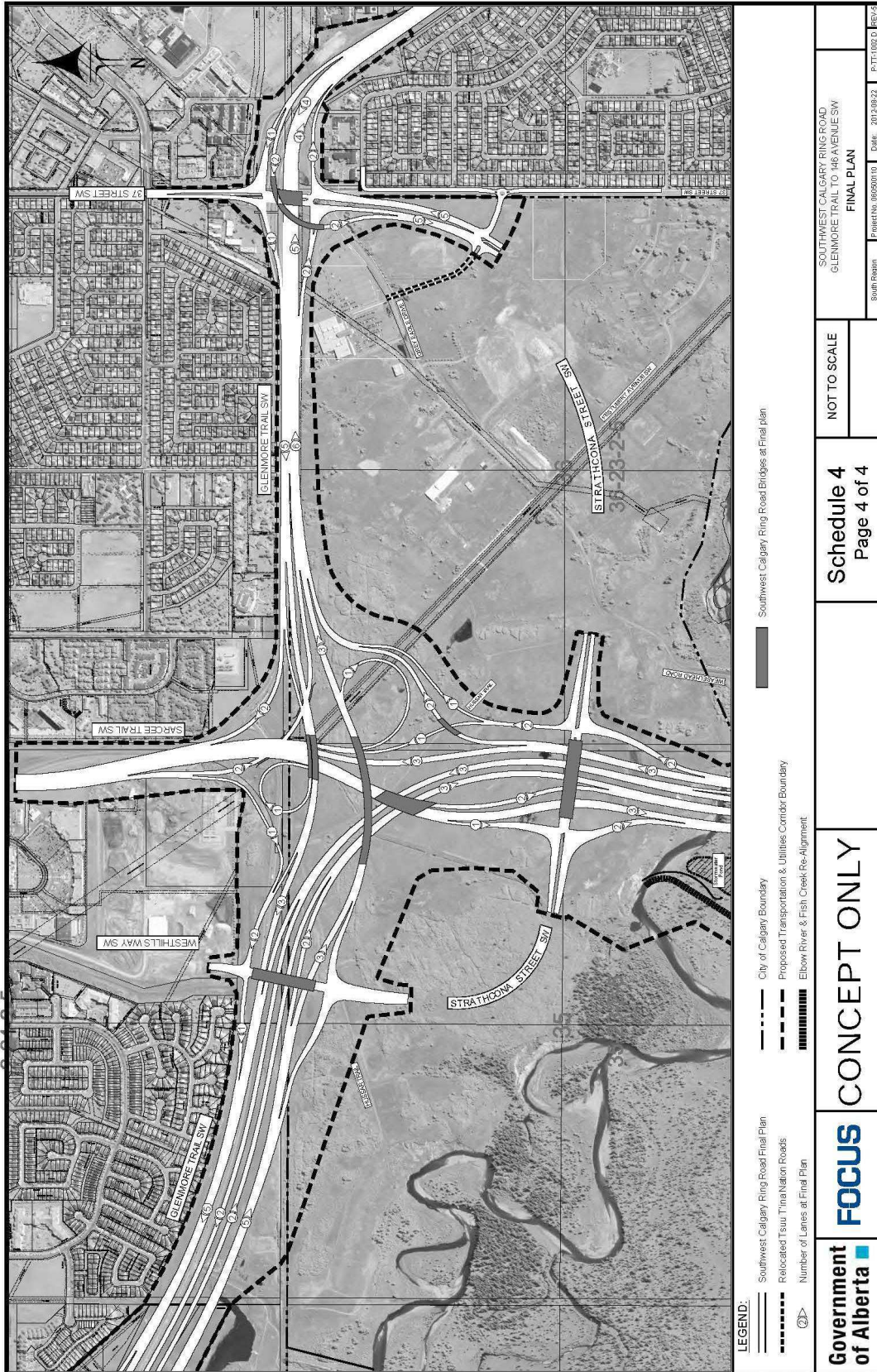
**Government of Alberta** **FOCUS** **CONCEPT ONLY**

SOUTHWEST CALGARY RING ROAD  
GLENMORE TRAIL TO 146 AVENUE SW  
**FINAL PLAN**

South Region Project No. 09050110 Date: 2013.09.27 P-TT-1002 B REV-6







<b>Government of Alberta</b> <b>FOCUS</b>	<b>CONCEPT ONLY</b>		<b>Schedule 4</b> Page 4 of 4	NOT TO SCALE	SOUTH WEST CALGARY RING ROAD GLENMORE TRAIL TO 146 AVENUE SW <b>FINAL PLAN</b>
	Project No. 06090110     Date: 2013/09/22     P:TT:062 D: Rev:0				

Schedule 5: Form of Band Council Resolution for Survey

First Nation: Tsuu T'ina Nation

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

Date:

**AT A DULY CONVENED** Band Council ("**Council**") meeting of the Tsuu T'ina Nation (the "**Nation**") held on the \_\_\_ day of \_\_\_\_\_, 2013, Council passed the following band council resolution:

**WHEREAS:**

- A. Indian Reserve No. 145 (the "**Reserve**") has been set apart for the use and benefit of the Nation;
- B. Her Majesty the Queen in right of Alberta as represented by the Minister of Infrastructure ("Alberta") has requested the entire interest of Her Majesty in right of Canada ("Canada") in that portion of the Reserve identified on the map attached as Schedule 1, comprising 1,058 acres, excluding mines and minerals (the "Land");
- C. Alberta requires the Land to complete the transportation and utility corridor for the City of Calgary which currently comprises the land described in Schedule A of the *Calgary Restricted Development Area Regulations*, A.R. 212/76 as amended from time to time, together with all associated infrastructure thereon constructed or authorized by Alberta;
- D. The Nation and Alberta have negotiated a Final Agreement (the "Final Agreement") pursuant to which the Nation will consent to the transfer of administration and control of the Land from Canada to Alberta pursuant to section 35 of the *Indian Act*, R.S.C. 1985, c. I-5 (the "*Indian Act*"); and
- E. The Final Agreement requires certain survey work on the Reserve to implement the terms of the Agreement and to transfer administration and control of Canada's entire interest in the Land to Alberta.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1. The Nation hereby grants permission to Alberta, its contractors, agents or other designates to enter on the Reserve for the purpose of:

- (a) conducting a legal surveys of the boundaries of the Land to be transferred by Canada to Alberta for the purposes of the TUC, being that portion of the Reserve identified on the map attached as Schedule “A” containing 1,058 acres; and
  - (b) mapping and assigning areas to parcels of Reserve land that will be partially taken for the TUC.
2. Permission to enter the Reserve for conducting this survey work will be limited to the period commencing ◆ and ending ◆, and work will be undertaken no earlier than 7 AM and no later than 9 PM each day.
3. The Nation's contact person for Alberta's survey crew will be ◆.

## **SCHEDULE 1**

### **The Land**

Schedule 6: Form of Band Council Resolution for Transfer of Administration and Control

First Nation: Tsuu T'ina Nation

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

Date:

WHEREAS:

- A. Indian Reserve No. 145 (the "Reserve") has been set apart for the use and benefit of Tsuu T'ina Nation (the "Nation");
- B. Her Majesty the Queen in right of Alberta as represented by the Minister of Infrastructure ("Alberta") has requested the entire interest of Her Majesty in right of Canada ("Canada") in that portion of the Reserve identified on the map attached as Schedule 1, comprising 1,058 acres, excluding mines and minerals (the "Land");
- C. Alberta requires the Land to complete the transportation and utility corridor for the City of Calgary which currently comprises the land described in Schedule A of the *Calgary Restricted Development Area Regulations, A.R. 212/76* as amended from time to time, together with all associated infrastructure thereon constructed or authorized by Alberta;
- D. The Nation and Alberta have negotiated a Final Agreement (the "Final Agreement"), a copy of which is attached as Schedule 2, pursuant to which the Nation will consent to the transfer of administration and control of the Land from Canada to Alberta pursuant to section 35 of the *Indian Act, R.S.C. 1985, c. I-5* (the "*Indian Act*");
- E. In consideration for the transfer of administration and control of the Land from Canada to Alberta, Alberta will:
  - a. transfer administration and control of the lands described in Schedule 3 (the "Additional Lands"), comprising 5,338.1 acres, to Canada to be set apart as reserve within the meaning of the *Indian Act* for the use and benefit of the Nation in accordance with Canada's Additions to Reserves Policy, subject to:
    - i. the Nation paying \$1,643,200.00 for the 320 acres of the Additional Lands described as W½ Section 20-23-5-W5M; and
    - ii. the third party interest listed in Schedule 3;

and

- b. pay to the Receiver General for Canada the sum of \$275,000,000.00 for the use and benefit of the Tsuu T'ina Nation;
- F. Alberta will pay an additional sum of \$65,643,900.00 to the Nation;
- G. In a referendum conducted on October 24, 2013 in accordance with the *Indian Referendum Regulations*, subject to necessary modifications (the "Regulations"),  
◆ of ◆ eligible Nation electors cast ballots, with ◆ votes in favour of the referendum question, ◆ votes against the referendum question, and ◆ spoiled ballots;
- H. The period within which an eligible Nation elector may request a review of the referendum has passed without a review being requested; and
- [or]
- Any reviews of the referendum requested by eligible Nation electors have been dealt with in accordance with the terms of the *Regulations*; and
- I. The Final Agreement has been duly executed on behalf of the Nation and Alberta.

**THEREFORE BE IT RESOLVED THAT:**

1. The Nation hereby requests that Canada:
  - a. accept the transfer of administration and control of the Additional Lands from Alberta and set apart the Additional Lands as reserve within the meaning of the *Indian Act* for the use and benefit of the Nation in accordance with Canada's Additions to Reserves Policy; and
  - b. deposit the sum of \$275,000,000.00 to the Nation's capital account for the use and benefit of the Nation.
2. The Nation hereby requests that, immediately following completion of the steps set forth in paragraph 1, Canada 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 substantially in accordance with the terms set out in paragraph 9 of the Final Agreement and the Transfer of Administration and Control attached as Schedule 4 and in a form acceptable to Alberta and the Nation, acting reasonably.

3. Chief and Council hereby authorize and direct that a copy of this resolution be delivered to Alberta and Canada forthwith following execution.
4. Chief and Council hereby authorize and direct the Nation's highway negotiating team to do all things necessary to give effect to this resolution.

**SCHEDULE 1**

**The Land**

[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 1,058 acres]

**SCHEDULE 2**

**Final Agreement between Alberta and the Tsuu T'ina Nation  
dated ◆**

**SCHEDULE 3**

**Additional Lands**

[Insert legal description]

**SCHEDULE 4**

**Transfer of Administration and Control**

Schedule 7: 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 Infrastructure)**

**WHEREAS**

- A. Her Majesty the Queen in right of Alberta as represented by the Minister of Infrastructure (“Alberta”) requests the entire interest of Her Majesty in right of Canada (“Canada”) in certain lands forming part of Tsuu T’ina Indian Reserve No. 145, mines and minerals excluded, which lands are described in Schedule 1 to this transfer (the “Land”), for the purposes set out in paragraph (a) of this transfer; and
- B. Alberta requires the Land to complete the transportation and utility corridor for the City of Calgary which is comprised of the land described in Schedule A of the *Calgary Restricted Development Area Regulations*, A.R. 212/76 as amended from time to time, together with all associated infrastructure thereon constructed or authorized by Alberta (the “Transportation and Utility Corridor”); and
- C. Alberta intends to add the Land to Schedule A of the *Calgary Restricted Development Area Regulations*, A.R. 212/76; and
- D. Alberta operates the Transportation and Utility Corridor for land control and management purposes set out in its policies in effect from time to time; and
- E. The Tsuu T’ina Nation, as represented by its duly elected Chief and Council, and Alberta have entered into a section 35 of the *Indian Act* agreement, dated \_\_\_\_\_, attached as Schedule 2, relating to the expropriation of and compensation for the Land (the “Final Agreement”); and
- F. The Final Agreement sets out the terms and conditions upon which this transfer is acceptable to the Tsuu T’ina Nation and Alberta; and

- G. By Order in Council P.C. \_\_\_\_\_ of \_\_\_\_\_, the Governor in Council, pursuant to subsection 35(3) of the *Indian Act*, in lieu of Alberta taking the Land without consent of the owner, authorized the transfer of the entire interest in the Land to Alberta, mines and minerals excluded;
- H. The Land is federal real property under the administration of the Minister of Indian Affairs and Northern Development; and
- I. 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 the Transportation and Utility Corridor in accordance with Alberta's usual policies in effect from time to time for those portions of the Transportation and Utility Corridor not situated on 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 uses of the Land identified in paragraph (a) or with the safety or operation of any highway, infrastructure, facility, work, improvement, structure, thing, device, equipment or matter;
- (c) subject to paragraph 9(d) of the Final Agreement, if any of the events of reversion set forth in paragraphs 9(c)(i), (ii), (iii) or (iv) of the Final Agreement occurs, Alberta will 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 Tsuu T'ina Nation, subject to Canada's Additions to Reserves Policy;
- (d) provided that a court of competent jurisdiction has conclusively determined that one of the events of reversion in paragraphs 9(c)(i), (ii) or (iii) of the Final Agreement has occurred and Alberta has failed to transfer administration and control of the Land in accordance with paragraph (c), then Canada may by Order of the Governor in Council resume 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 Tsuu T'ina Nation, subject to Canada's Additions to Reserves Policy;



- (e) the Land transferred to Canada pursuant to paragraph (c) or resumed by Canada pursuant to paragraph (d) (the “Returned Land”) will be subject to the issuance by Canada of:
  - (i) any easements, licenses or permits that may be required by Alberta in relation to the continuation of light rail transit or utility purposes, in, over, under, across or through the Returned Land, on reasonable terms and conditions at market rates based upon an equivalent interest in the city of Calgary but not subject to taxation, fees, levies or other similar charges; and
  - (ii) any easements, licenses or permits that may be required by any third party in relation to the continuation of light rail transit or utility purposes, in, over, under, across or through the Returned Land, on reasonable terms and conditions at market rates based upon an equivalent interest in the city of Calgary;
- (f) Alberta will remediate the Returned Land to an environmentally sound condition, such condition to be determined by the laws, regulations and policies of Canada then in force, and provided that:
  - (i) Alberta will not be required to remediate any unexploded ordnance which existed in the Land as of the date of this transfer; and
  - (ii) Alberta may, subject to paragraph (e), be required by Canada to remove all improvements including any highways on the Land;
- (g) Alberta will pay all costs of any reasonable processes to determine the environmental condition of the Land and to remediate the environmental condition of the Land in accordance with paragraph (f);
- (h) as partial compensation for the transfer of administration and control of the Land to Alberta, Alberta transferred to Canada, for the use and benefit of the Tsuu T’ina Nation, administration and control of the lands described in Schedule 3 to this transfer for addition to Tsuu T’ina Indian Reserve No. 145, subject to Canada’s Addition to Reserve Policy and subject to the third party interests listed in Schedule 3 (the “Additional Lands”); and
- (i) Alberta paid to the Receiver General for Canada, as partial compensation for the transfer of administration and control of the Land, the sum of \$275,000,000.00 for the use and benefit of the 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 counter signature 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 1**

**LEGAL DESCRIPTION OF THE LAND**

[description]

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 Land

**SCHEDULE 2**

**FINAL AGREEMENT BETWEEN ALBERTA AND THE TSUU T'INA NATION DATED \_\_\_\_\_**

**SCHEDULE 3**

**LEGAL DESCRIPTION OF ADDITIONAL LANDS**

Schedule 8: Traffic Movements

1. Following commencement of the operation of the **Opening Day Plan, Alberta** will, excepting temporary closures pursuant to applicable legislation, provide the following traffic movements:

37 Street/Glenmore Trail

- (1) 37 Street southbound across Glenmore Trail to Strathcona Street southbound;
- (2) Strathcona Street northbound across Glenmore Trail to 37 Street northbound;
- (3) Glenmore Trail westbound across 37 Street/Strathcona Street;
- (4) Glenmore Trail eastbound across 37 Street/Strathcona Street;
- (5) Glenmore Trail eastbound to Strathcona Street southbound;
- (6) Glenmore Trail eastbound to 37 Street northbound;
- (7) Glenmore Trail westbound to Strathcona Street southbound;
- (8) Glenmore Trail westbound to 37 Street northbound;
- (9) Strathcona Street northbound to Glenmore Trail westbound;
- (10) Strathcona Street northbound to Glenmore Trail eastbound;
- (11) 37 Street southbound to Glenmore Trail westbound; and
- (12) 37 Street southbound to Glenmore Trail eastbound;

Controlled Access Freeway/Glenmore Trail/Sarcee Trail

- (13) Controlled Access Freeway eastbound to southbound across Sarcee Trail and Glenmore Trail;
- (14) Controlled Access Freeway northbound to westbound across Sarcee Trail and Glenmore Trail;
- (15) Controlled Access Freeway eastbound to Glenmore Trail eastbound;
- (16) Glenmore Trail eastbound to Sarcee Trail northbound;

- (17) Controlled Access Freeway/Sarcee Trail northbound to Glenmore Trail eastbound;
- (18) Controlled Access Freeway northbound to Sarcee Trail northbound;
- (19) Glenmore Trail westbound to Controlled Access Freeway westbound;
- (20) Glenmore Trail westbound to Sarcee Trail/Controlled Access Freeway southbound;
- (21) Glenmore Trail westbound to Sarcee Trail northbound;
- (22) Sarcee Trail southbound to Glenmore Trail/Controlled Access Freeway westbound;
- (23) Sarcee Trail southbound to Controlled Access Freeway southbound; and
- (24) Sarcee Trail southbound to Glenmore Trail eastbound;

Controlled Access Freeway/90 Avenue

- (25) Controlled Access Freeway southbound across 90 Avenue;
- (26) Controlled Access Freeway northbound across 90 Avenue;
- (27) Controlled Access Freeway southbound to 90 Avenue eastbound;
- (28) Controlled Access Freeway northbound to 90 Avenue eastbound;
- (29) 90 Avenue westbound to Controlled Access Freeway northbound; and
- (30) 90 Avenue westbound to Controlled Access Freeway southbound;

Controlled Access Freeway/Anderson Road/Chiila Boulevard

- (31) Controlled Access Freeway southbound across Anderson Road/Chiila Boulevard;
- (32) Controlled Access Freeway northbound across Anderson Road/Chiila Boulevard;
- (33) Controlled Access Freeway southbound to Chiila Boulevard southbound;
- (34) Controlled Access Freeway southbound to Anderson Road eastbound;
- (35) Controlled Access Freeway northbound to Anderson Road eastbound;

- (36) Chiila Boulevard northbound to Controlled Access Freeway northbound;
- (37) Chiila Boulevard northbound to Controlled Access Freeway southbound;
- (38) Chiila Boulevard northbound across Controlled Access Freeway to Anderson Road eastbound;
- (39) Anderson Road westbound across Controlled Access Freeway to Chiila Boulevard southbound;
- (40) Anderson Road westbound to Controlled Access Freeway northbound; and
- (41) Anderson Road westbound to Controlled Access Freeway southbound;

Controlled Access Freeway/130 Avenue

- (42) 130 Avenue westbound across Controlled Access Freeway;
- (43) 130 Avenue eastbound across Controlled Access Freeway;
- (44) Controlled Access Freeway southbound across 130 Avenue;
- (45) Controlled Access Freeway northbound across 130 Avenue;
- (46) Controlled Access Freeway northbound to 130 Avenue westbound;
- (47) Controlled Access Freeway northbound to 130 Avenue eastbound;
- (48) 130 Avenue eastbound to Controlled Access Freeway southbound; and
- (49) 130 Avenue westbound to Controlled Access Freeway southbound;

Controlled Access Freeway/Strathcona Street

- (50) Strathcona Street westbound across Controlled Access Freeway;
- (51) Strathcona Street eastbound across Controlled Access Freeway;
- (52) Controlled Access Freeway southbound across Strathcona Street;
- (53) Controlled Access Freeway northbound across Strathcona Street;
- (54) Controlled Access Freeway northbound to Strathcona Street eastbound;

- (55) Controlled Access Freeway northbound to Strathcona Street westbound;
- (56) Strathcona Street eastbound to Controlled Access Freeway southbound;
- (57) Strathcona Street westbound to Controlled Access Freeway southbound;
- (58) Sarcee Trail southbound to Strathcona Street eastbound;
- (59) Sarcee Trail southbound to Strathcona Street westbound;
- (60) Strathcona Street westbound to Sarcee Trail northbound;
- (61) Strathcona Street eastbound to Sarcee Trail northbound;
- (62) Strathcona Street westbound to via direct ramp to Glenmore Trail eastbound; and
- (63) Strathcona Street eastbound via direct ramp to Glenmore Trail eastbound;

Controlled Access Freeway/Westhills Way

- (64) Westhills Way southbound across Controlled Access Freeway to Strathcona Street southbound;
- (65) Strathcona Street northbound across Controlled Access Freeway to Westhills Way northbound;
- (66) Controlled Access Freeway eastbound across Westhills Way/Strathcona Street;
- (67) Controlled Access Freeway westbound across Westhills Way/Strathcona Street;
- (68) Controlled Access Freeway eastbound to Strathcona Street southbound;
- (69) Controlled Access Freeway eastbound to Westhills Way northbound;
- (70) Strathcona Street northbound to Controlled Access Freeway westbound;
- (71) Strathcona Street northbound to Glenmore Trail eastbound;
- (72) Westhills Way southbound to Controlled Access Freeway westbound;
- (73) Westhills Way southbound to Glenmore Trail eastbound;
- (74) Glenmore Trail westbound to Strathcona Street southbound; and

- (75) Glenmore Trail westbound to Westhills Way northbound.
2. Following the construction by the **Nation** at the **Nation's** expense of that portion of 90 Avenue from the **Controlled Access Freeway** to the western boundary of the **Land, Alberta** will, excepting temporary closures pursuant to applicable legislation, provide the following traffic movements:
- (76) 90 Avenue westbound across Controlled Access Freeway;
  - (77) 90 Avenue eastbound across Controlled Access Freeway;
  - (78) Controlled Access Freeway southbound to 90 Avenue westbound;
  - (79) Controlled Access Freeway northbound to 90 Avenue westbound;
  - (80) 90 Avenue eastbound to Controlled Access Freeway northbound; and
  - (81) 90 Avenue eastbound to Controlled Access Freeway southbound.

Schedule 9: Form of Acknowledgement and Release

**ACKNOWLEDGEMENT AND RELEASE**

In consideration of the terms, conditions and payments set out in a letter dated ◆, 201 ◆ from the Tsuu T'ina Nation (the "**Nation**") to the undersigned (a copy of which letter is attached hereto as Schedule "A"), and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned, ◆ (the "**Releasor**"), does hereby forever remise, release and discharge Her Majesty the Queen in right of Alberta ("**Alberta**"), the Nation, and their legal representatives, principals, administrators, successors, predecessors, subsidiaries, affiliates, related entities, assigns, agents, Ministers, Councilors, officers, directors, partners and employees, and each of them (collectively, the "**Released Parties**") from any and all actions, causes of action, suits, specific claims, debts, loss or injury, sums of money, expenses, damages, costs, expenses, promises, undertakings, obligations, liabilities, claims and demands of any and every kind or nature whatsoever, whether known or unknown, at law or in equity or otherwise, or under any legislation, which, against the Released Parties, the Releasor ever had, now has, or can, shall or may in the future have, for or by reason of any matter, cause or thing whatsoever arising from or connected with:

1. the transfer of administration and control of portions of Tsuu T'ina Indian Reserve No. 145 (the "**Land**") from Her Majesty in right of Canada ("**Canada**") to Alberta for the purpose of constructing and operating the South West Calgary Ring Road and utility corridor;
2. all claims for compensation 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:
  - a) claims relating to the loss of any right, title, interest, use or occupation of the Land, a house on the Land, or other portions of Tsuu T'ina Indian Reserve No. 145 near or adjacent to the Land, regardless of whether the Releasor had a right of use or occupation based on a designation or a lease or solely by the consent of the Nation; and
  - b) 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 South West Calgary Ring Road;
3. any permits or other interests in land required to carry out the objectives of and activities contemplated for the purpose of constructing and operating the South West Calgary Ring Road;
4. professional, appraisal, consulting, communication, and other out-of-pocket costs or fees incurred in relation to the negotiation, ratification and implementation of:



- a) the Agreement in Principle dated April 30, 2004 between the Nation and Alberta;
- b) the Framework Agreement dated March 11, 2005 between the Nation and Alberta; and
- c) the Final Agreement dated ◆, 201◆ between the Nation and Alberta (the "**Final Agreement**");

and the transfer of administration and control of:

- d) the Land by Canada to Alberta; and
  - e) Crown land by Alberta to Canada and the setting apart of such land as reserve within the meaning of the *Indian Act* for the use and benefit of the Nation;
5. all claims for compensation payable for damage arising on Tsuu T'ina Indian Reserve No. 145 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;
  6. any claims based on aboriginal and treaty rights arising from any obligation, action, activity, decision or matter provided for or contemplated by the Final Agreement;
  7. any use, management or other dealings by the Nation with respect to any funds, land or other compensation or consideration paid by Alberta to the Nation or to Canada on the Nation's behalf in accordance with the Final Agreement; and
  8. any facts, matters, causes of action or issues, and any current or future specific claim arising from or relating to the facts, matters, causes of action or issues, raised in or by the Statements of Claim filed in Federal Court Action Nos. T-364-01 and T-369-01;

provided, however, that, for greater certainty, with the exception of those items specifically referenced in paragraphs 1 to 8 above, the foregoing does not include any other claims against the Released Parties 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.

The Releasor agrees, at its own expense, to discontinue and withdraw all pending or commenced actions, claims, proceedings and complaints against the Released Parties filed by the Releasor with any Court or with any board or tribunal, relating to, arising from or connected in any manner with the matters referred to in paragraphs 1 to 8 above.

The Releasor agrees not to take any steps or initiate or continue any claims, actions, proceedings and complaints against any person, organization, corporation or other

entity which might be entitled to claim contribution, indemnity or other relief from the Released Parties relating to, arising from or connected in any manner with the matters referred to in paragraphs 1 to 8 above.

The Releasor agrees that the above consideration is not deemed to be an admission of liability on the part of the Released Parties, and that such liability is denied.

The Releasor agrees to not divulge or disclose, directly or indirectly, the contents of this Acknowledgement and Release to any person, except to the Releasor's legal and financial advisors, on the condition that they maintain the confidentiality hereof, or as required by law.

AND IT IS HEREBY DECLARED that the terms of this Acknowledgment and Release are fully understood, that the consideration described herein is the sole consideration of this Acknowledgment and Release, and that the said consideration is accepted voluntarily, uninfluenced by representation on the part of the Released Parties or anyone representing the Released Parties. The Releasor confirms that it has had the opportunity to consult legal counsel prior to the execution of this Acknowledgment and Release.

This Release binds the Releasors and their successors and assigns.

Wherever the singular number is used in this Release, the same shall include the plural where the context so requires.

Dated this \_\_\_ day of ♦, 201♦.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

AFFIDAVIT OF EXECUTION

CANADA ) I, \_\_\_\_\_  
 ) of \_\_\_\_\_  
 PROVINCE OF ALBERTA ) in the Province of Alberta  
 ) MAKE OATH AND SAY:  
 TO WIT: )

1. THAT I was personally present and did see \_\_\_\_\_ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at \_\_\_\_\_, in the Province of Alberta and that I am the subscribing witness thereto.

3. THAT I know the said \_\_\_\_\_ and he/she is in my belief of the full age of eighteen years.

SWORN BEFORE ME at )  
 \_\_\_\_\_, in the Province )  
 of Alberta, this \_\_\_\_ day of )  
 ◆, 201◆. )  
 )  
 \_\_\_\_\_ )  
 A Commissioner for Oaths in and )  
 for the Province of Alberta )

\_\_\_\_\_

Schedule 10: Burial Site Protocol

**TSUU T'INA NATION**

**BURIAL SITE PROTOCOL**

1. The steps set forth in this Burial Site Protocol must be observed with respect to existing or potential burial sites on:
  - former reserve lands that have been acquired from the Tsuu T'ina Nation (the "Nation") by the proponent for an improvement or project; and
  - reserve lands, including designated lands, to be used or accessed pursuant to a permit under section 28(2) of the *Indian Act*, as amended from time to time, for the construction of the improvement or project

("Project Lands").

***Tsuu T'ina Nation's expectations***

2. In general, the Nation expects that any human remains encountered in the construction of any improvement or project on Project Lands will be dealt with in a respectful manner and that all appropriate steps will be taken to minimize disturbance of such remains. In the event that remains are encountered or disturbed, proper steps must be taken to ensure that the remains are respectfully recovered, removed and re-interred in a suitable location with all appropriate ceremonies being performed before, during and after discovery, removal and re-interment.
3. To ensure that these expectations are met, the Nation requires that any agreement to which it is a party and which provides for the construction of an improvement or project on Project Lands will include this Burial Site Protocol as a schedule. The Burial Site Protocol is intended to be a generic document setting forth steps that will apply generally to all future developments by the Nation, by Nation citizens, corporations or businesses, or by others on Project Lands. As required, steps and other information specific to a particular project will be attached as Appendix I to the Burial Site Protocol included as a schedule to the main agreement.

***Upon ratification or approval of an improvement or project***

4. Upon learning that a proposed improvement or project on Project Lands has been ratified or approved for development by the Nation or by a third party, the Nation will conduct a ceremony with attendance limited to Nation citizens and other individuals at the invitation of Chief and Council.
5. Once the ceremony has been performed, the Nation's Culture Department will conduct an Historical Resources Impact Assessment to assess the Project Lands

and inventory all sites of potential historical or cultural significance, including burial sites.

6. If the Culture Department believes, based on its preliminary assessment, that the Project Lands contain or may contain burial sites, it will direct Phase 1 mitigation excavations of these potential archaeological sites to systematically investigate which sites will require Phase 2 studies. The Phase 1 work includes pre-fieldwork preparations, field excavations and testing, and post-fieldwork reporting. As required, potential sites will be temporarily fenced or other measures may be implemented to prevent inadvertent impacts during construction.
7. Archaeological investigation typically proceeds in phases. If the systematic investigations undertaken under Phase 1 disclose evidence of sufficient significance, the Culture Department may decide to undertake additional Phase 2 mitigation excavations. These can be extensive, and may require additional levels of investigation and reporting ranging from exploratory testing to comprehensive systematic scientific excavations and detailed reporting.
8. If, based on the results of the Phase 1 and Phase 2 studies, the Culture Department determines that particular sites require further investigation, it may direct that non-intrusive Ground Penetrating Radar ("GPR") be employed to determine the number and exact locations of possible reported burials.
9. If the Culture Department concludes that the Project Lands contain burial sites, it will direct that the formal process set forth below be observed.

***Before construction***

10. Before the construction of an improvement or project commences on Project Lands that, according to a determination of the Culture Department, contains or may contain burial sites ("Affected Land"), the Culture Department will initiate a ceremony open to those who will be involved in the construction or who might otherwise become involved in the disturbance of burial sites. In addition, the Culture Department will conduct pre-construction awareness and recognition training for construction personnel to ensure that they will know how to identify a potential future discovery of a burial site and what steps are required of them in such circumstances.

***During construction***

11. During the preliminary construction phase of an improvement or project on Affected Land, the proponent will retain or employ a person selected by the Nation (the "Nation Liaison") to be available on a 24/7 call-up basis to monitor construction in high risk or sensitive areas. Where the Nation Liaison, in consultation with the Culture Department, deems it necessary, a modified construction practice consisting of "layer peeling" will be implemented at

specified sites during the early stages of construction to ensure that burial sites will not be inadvertently damaged or destroyed.

12. If during construction the proponent, the Nation Liaison or the Nation suspects that a burial site has been encountered at a particular location, construction work must stop immediately, the site must be secured, and the following formal process must be observed.

***Formal process***

13. If the Culture Department confirms the existence of burial sites on Affected Land during the pre-construction phase, or if it is suspected during construction that a burial site has been encountered, the Nation will conduct a ceremony reflecting and maintaining the integrity of the values and traditions of the Nation.
14. Following the ceremony, the Culture Department will notify Tsuu T'ina Nation Police Services who will in turn contact the RCMP. The RCMP will investigate under the *Fatalities Inquiries Act* and determine whether the location represents a crime scene, an unrecorded but non-criminal burial site, or an archaeological site.
15. The RCMP may involve the Office of the Chief Medical Examiner ("OCME") if required to assist in examining the remains. The OCME is part of Alberta Justice and responsible for investigations involving human remains, including identifying the deceased and establishing the time and circumstances of death. The OCME may recover the remains if considered necessary for its investigations.
16. If the remains remain in place and the RCMP and the OCME conclude that they have no continuing legal interest in them, the Nation will look to the proponent to undertake all steps required to obtain the release of the site and the remains to the Nation. Alternatively, with respect to any remains removed by and in the possession of the OCME, although Alberta Justice will be legally responsible for final disposition of the remains, the Nation will similarly look to the proponent to assist in securing the release to the Nation of any remains determined to be of a former Nation citizen.
17. The *Public Health Act* includes provisions dealing with interment, disinterment and transportation of human remains. A Ministerial disinterment permit is generally required for the exhumation of a body and its reburial or other disposition, but such permits will not be required for most archaeological disinterments and reburials. Whether such a permit is required in a given case should be confirmed with appropriate government authorities.
18. Alberta's *Historical Resources Act* imposes some controls on the process if the remains are determined to be archaeological in nature. The Crown does not assert ownership of human remains *per se*, but if the grave and associated artifacts or materials are deemed to be historic resources, the Historical Resources Management Branch will engage in research and consultation with

local communities and First Nations to determine appropriate actions in dealing with those remains and the associated artifacts and materials.

19. Even if the remains are considered ancient, the Crown will not treat them as historic resources but staff of Alberta Culture and Community Services may be consulted and would be available to assist the Nation with the planning, recovery and re-interment processes.
20. If remains must be retained by the Crown as part of a criminal investigation and cannot be released to the Nation, the Nation will conduct an appropriate ceremony at the site where the remains were found.
21. Following the release of remains to the Nation but prior to their recovery and re-interment, the Nation must obtain a permit to disinter from Service Alberta (Vital Statistics) under the *Cemeteries Act*. This work may be conducted by an archaeologist or undertaker, although the Nation may prefer to employ an archaeologist.
22. The Nation Liaison, on behalf of the Nation and its Elders Council, will be responsible for the proper and respectful recovery and re-interment of the remains, including:
  - contacting next of kin, if possible;
  - consulting with next of kin and the Nation with regard to selecting and securing a final resting place for re-interment;
  - identifying, arranging and convening any ceremonies the Nation may consider appropriate prior to the remains being recovered and re-interred;
  - facilitating removal of the remains to a contracted funeral home, if required; and
  - arranging for the remains to be re-interred, with an appropriate ceremony, in a gravesite at the Nation's present-day cemetery or at any other location deemed appropriate by the Nation.
23. The Nation expects that the proponent will be responsible for all costs associated with recovering, removing and re-interring human remains, including:
  - the costs of necessary documentation, permits and activities;
  - systematic and careful excavation of remains;
  - provision of new coffins;
  - purchase of new interment plots and markers; and
  - all labour costs associated with re-interment.

**APPENDIX I**

**PROJECT-SPECIFIC STEPS REQUIRED IN RELATION TO  
EXISTING OR POTENTIAL BURIAL SITES**

1. The proponent is the Province of Alberta ("Alberta").
2. The project is survey and construction activities on the Project Lands within the South West Calgary Transportation and Utility Corridor.
3. In addition to the Project Lands, this Burial Site Protocol will apply to:
  - a. all known burial sites on land within NE 13-23-2-W5M, SW 25-23-2-W5M, SE 35-23-2-W5M, SW 36-23-2-W5M and the road allowance between SE 35 and SW 36 that has been severed from the main body of the **Reserve** by the **Controlled Access Freeway**; and
  - b. all burial sites encountered by **Alberta** or its contractors on **Reserve** land during construction.

Such burial sites will be repatriated to the main body of the **Reserve** at **Alberta's** expense.

4. Prior to the commencement of operation of the **Opening Day Plan**, **Alberta** will:
  - a. on a one-time basis, install rip rap as a means of erosion control along a portion of the south bank of Fish Creek with respect to burial sites in SE 1-23-2-W5M; and
  - b. if necessary, install rip rap on the **Land** as a means of erosion control along a portion of the north bank of the Elbow River.
5. The following reports relating to the historical resources impact assessment ("HRIA") contemplated by the Burial Site Protocol have been completed and are available for information:
  - a. Bison Historical Services Ltd., *Final Report – Historical Resource Impact Assessment – Southwest Calgary Ring Road (Permit 2005-267)*, prepared for Alberta Transportation at the request of AMEC Earth & Environmental (March 13, 2009); and
  - b. ANVIL GeoSpatial Corporation, *Tsuu T'ina Nation Culturally Significant Sites Identification Project* (September, 2011).



Alberta and the Nation acknowledge that further work may be required to complete the HRIA and to implement the recommendations in these reports.

6. For the purposes of paragraph 11 of the Burial Site Protocol, the preliminary construction phase of the project includes survey work, brush clearing, other pre-construction activities, and the initial removal of topsoil on or from the Project Lands and other lands referred to in paragraph 3 above.
7. The Nation Liaison referred to in paragraph 11 of the Burial Site Protocol will be selected by the Nation and retained by Alberta on such terms as the Nation and Alberta may negotiate.
8. The high risk or sensitive areas in this project referred to in paragraph 11 of the Burial Site Protocol include all known burial sites, together with any additional but previously unknown burial sites as they are encountered, on the Project Lands and other lands referred to in paragraph 3 above.
9. Prior to the transfer of administration and control of the Land from Canada to Alberta, the Nation will:
  - a. address known burial sites on the Project Lands in accordance with the Burial Site Protocol; and
  - b. address, alter or remove any other sites of cultural significance to the Nation, having regard to the fact that the purpose of the land transfer to Alberta is for the completion of the southwest Calgary Transportation and Utility Corridor (including construction of the southwest Calgary ring road), and involves significant ground disturbance.
10. Alberta acknowledges that it is bound by the *Historical Resources Act*. If, during excavation, Alberta discovers historical resources which are culturally significant to the Nation, Alberta will contact the Nation Liaison to ensure that any alteration or removal of these historic resources occurs in a culturally sensitive manner.
11. For the purposes of paragraph 12 of the Burial Site Protocol, where a burial site is, or is suspected to have been, encountered, Alberta's project contractor will be contractually obliged to implement safety measures to protect the burial site and all personnel of the Nation, Alberta, RCMP, OCME or others involved in responding to and investigating the burial site. For example, the project contractor will immediately erect temporary fencing with a 50-foot diameter around the burial site. To allow the project contractor to continue with project work outside the protected burial site area, the project contractor will also ensure that such responding and investigating personnel are provided with safe passage to and from the burial site through the surrounding construction works and will not be left unattended either at the burial site or within the area of the surrounding construction works.

12. For the purposes of paragraph 14 of the Burial Site Protocol, Alberta's project contractor will be contractually obligated to contact the RCMP where a burial site is, or is suspected to have been, encountered.
13. For the purposes of paragraph 17 of the Burial Site Protocol, upon a determination being made that remains are of a former Nation citizen, the Nation will immediately apply to Service Alberta for appropriate certificates to disinter and reinter those remains and will proceed as expeditiously as circumstances permit with such disinterment and reinterment.
14. References to legislation in the Burial Site Protocol include such legislation as amended or replaced from time to time.
15. The following individuals represent the primary contacts for the purposes of the Burial Site Protocol:
  - a. for the Nation: ◆ at (403) ◆
  - b. the Nation Liaison: ◆ at (403) ◆
  - c. for Alberta: ◆ at (403) ◆
  - d. the project contractor: ◆ at (403) ◆

Schedule 11: Certificate of Independent Legal Advice

I, \_\_\_\_\_, of \_\_\_\_\_, Barristers and Solicitors, of Calgary, Alberta, 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 the Tsuu T'ina Nation as independent legal counsel to advise the Tsuu T'ina Nation with regard to all matters arising in connection with or dealt with in the Final Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the 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 provision of a release and an indemnity in favour of Alberta;
  - d. the determination of the amount of compensation and the means for assisting the Tsuu T'ina Nation in assessing the adequacy thereof;
  - e. the legal nature and effect of the proposed permits and other interests pursuant to paragraphs 5, 6 and 7 of the Agreement; and
  - f. the addition of lands to the Tsuu T'ina Nation's reserve in accordance with Canada's Additions to Reserves Policy.
3. I have provided the 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 the 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 the 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 Alberta, this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_

Schedule 12: Certificate of Independent Financial Advice

I, \_\_\_\_\_, of \_\_\_\_\_, Chartered Accountants, of Calgary, Alberta, hereby certify that:

1. I am licensed to practice as a Chartered Accountant in the Province of Alberta and have been asked to provide information with regard to the financial matters set out in this Certificate.
  2. I have been retained in my professional capacity by the duly elected Chief and Council of the Tsuu T'ina Nation ("Band Council") to provide information to the Band Council and citizens of the Tsuu T'ina Nation (collectively referred to as the "Client") with respect to whether the consideration to be provided by Her Majesty in right of Alberta ("Alberta") under a Final Agreement dated \_\_\_\_\_, 2013 (the "Final Agreement") with respect to the acquisition by Alberta of certain portions of Tsuu T'ina Nation Indian Reserve No. 145 (the "Land") is within the range of current fair market value for comparable properties as of the date of this Certificate, based on the information and materials provided by the Band Council. The Final Agreement provides for the following consideration:
    - a. In consideration for the Land:
      - i. the payment of \$275,000,000.00 to the Receiver General for Canada for the transfer of administration and control of the entire interest in the Land to Alberta pursuant to section 35 of the *Indian Act*, and
      - ii. the value of \$44,420,683.50 for 5,338.1 acres of Crown land to be transferred by Alberta to Canada for the purpose of adding those lands to Tsuu T'ina Nation Indian Reserve No. 145 (the "Additional Lands"), subject to the Tsuu T'ina Nation paying \$1,643,200.00 for 320 acres of the Additional Lands;
    - b. additional payments totally \$65,643,900.00, consisting of:
      - i. the payment of \$44,643,900.00 into an interest-bearing trust account to be used for the purpose of securing vacant possession of the Land and to pay reasonable costs and expenses incurred by the Tsuu T'ina Nation to provide such vacant possession; and
      - ii. the payment of \$21,000,000.00 to the Tsuu T'ina Nation to be used in a manner to be decided by the Tsuu T'ina Nation in its sole discretion,
- (collectively referred to as the "Financial Information").

3. I was present at the following community information meetings called by the Band Council for the purposes of providing the Financial Information to the Client:

Location of meeting	Date and time of meeting

(the "Community Information Meetings").

- 4. For the Community Information Meetings, presentation materials relating to the Financial Information, including copies of appraisals of the Land, the Additional Lands, and minerals underlying the Additional Lands, were provided by the Band Council and were available for viewing by the Client prior to and at the Community Information Meetings.
- 5. At the Community Information Meetings I answered any questions related to the Financial Information to the best of my ability and based on information and materials provided to me by the Band Council.
- 6. I have acted in this matter solely as an advisor to the 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 Alberta, this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Schedule 13: Letter regarding Equipment and Employment Opportunities

Mr. Roy Whitney-Onespot  
Chief  
Tsuu T'ina Nation  
9911 Chiila Boulevard, Suite 200  
Tsuu T'ina AB T2W 6H6

Dear Chief Whitney Onespot:

As Minister of Transportation, I am hopeful that Tsuu T'ina Nation (TTN) and its citizens will participate in some of the construction activities related to the southwest Calgary ring road project.

Alberta Transportation is prepared to enter into contracts with TTN (or companies which are majority owned by TTN or its citizens) in relation to the following projects:

- vegetation clearing and construction of local roadway connections on TTN reserve lands including but not limited to Chiila Boulevard, Bullhead Road, Weaselhead Road and Grey Eagle Drive;
- vegetation clearing of the Land acquired from the reserve;
- boundary fencing of the Land acquired from the reserve; and
- assistance with the clearance of unexploded ordnance;

provided that TTN (or companies which are majority owned by TTN or its citizens):

- is ready, willing and able to supply these services at a cost equal to or less than other qualified suppliers;
- can reasonably demonstrate, if requested by Alberta Transportation or its contractors, that the services to be supplied will be timely, reliable and competitive; and
- is prepared to contract on the usual and reasonable commercial terms required by Alberta or its contractors in the circumstances.

In addition, Alberta Transportation or its contractor will designate an area or areas on the Land acquired from TTN's reserve where TTN may excavate and transport up to 1000 cubic metres of clay as contemplated by paragraph 5(a)(iv) of the Final Agreement between Alberta and TTN. This work is to occur before a date selected by Alberta Transportation or its contractor and is subject to the same conditions noted above. If TTN has not removed the designated clay prior to the date selected by Alberta Transportation or its contractor, Alberta Transportation or its contractor will excavate and haul 1000 cubic metres of clay (or such lesser amount if specified by TTN) to a location selected by TTN in SE 26-23-2-5.

Alberta Transportation is also prepared to enter into a contract regarding the purchase of some of the sand and gravel which will be needed for the southwest Calgary ring road project on the Land, provided that the sand and gravel:

- is sold by TTN at market rates;
- is sourced from within TTN's reserve; and
- meets all specifications for the project and can be supplied on a timely basis.

Furthermore, in order to facilitate TTN's participation in the construction process, Alberta Transportation would like to invite TTN to provide the ministry with information on services and equipment which are available from TTN. Alberta Transportation will then provide this information (including contact details) to Alberta Transportation's contractors for the Opening Day Plan with a view to encouraging the contractors to consider hiring TTN members or companies if the contractor considers it practical and cost-effective.

Sincerely,

Ric McIver  
Minister



Schedule 14: Letter regarding Treaty Land Entitlement

The Government of Alberta and Tsuu T'ina Nation have recently concluded the successful negotiation of an agreement which will enable Alberta to acquire land from Tsuu T'ina Nation's reserve to complete the Calgary Transportation and Utility Corridor and to construct the southwest Calgary ring road. The Government of Alberta is providing this letter in conjunction with that agreement.

The agreement contemplates the acquisition, by the Government of Alberta, of approximately 1058 acres of land from Tsuu T'ina Nation Indian Reserve No. 145. As part of the compensation being provided to Tsuu T'ina Nation, the Government of Alberta will be transferring 5018.1 acres of Crown land to Canada in order that Canada can set these lands apart as reserve for the use and benefit of Tsuu T'ina Nation. In addition, Tsuu T'ina Nation will also have the opportunity to purchase 320 acres of Crown land which would also be added to Tsuu T'ina Nation's reserve.

Tsuu T'ina Nation has asked the Government of Alberta to confirm that these Additional Lands will not be counted toward the Tsuu T'ina Nation's treaty land entitlement. The Government of Alberta can provide the following policy information about the relationship of this agreement to the treaty land entitlement process.

At present, the Government of Alberta is not aware of any reason to suggest that Tsuu T'ina Nation has an outstanding treaty land entitlement shortfall or claim and this letter is being provided in that context.

Where it is determined that an Alberta First Nation did not receive all the land to which it was entitled under a treaty, the Government of Alberta has an obligation under paragraph 10 of the Natural Resources Transfer Agreement to transfer unoccupied Crown lands to Canada to enable Canada to fulfill its treaty obligations to First Nations. The Government of Alberta remains committed to fulfilling its constitutional obligations to Canada.

I can advise that the Government of Alberta, as a matter of policy, is supportive of the principle that the 5338.1 acres of Crown lands being transferred or sold by the Government of Alberta not be considered by Canada or a court of competent jurisdiction in determining whether Tsuu T'ina Nation has an outstanding treaty land entitlement.

This letter expresses the policy of the Government of Alberta on this particular matter and does not constitute a legal agreement or a legally binding or enforceable commitment of the Government of Alberta. I am providing this letter to reflect current government policy at the request of Tsuu T'ina Nation.