

Dated for Reference
October 15, 2001

SETTLEMENT AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
represented by the Minister of Indian
Affairs and Northern Development and
the Minister of National Defence

(Canada)

AND

COLD LAKE FIRST NATIONS and MEMBERS of COLD LAKE FIRST NATIONS
represented by the Chief and Council of
Cold Lake First Nations

(CLFN)

*J. dn. 15 Oct 01
R.M. AP. Jd*

WHEREAS:

- A. Alberta and Saskatchewan entered into agreements with Canada in 1953 setting aside land, known as the Cold Lake Air Weapons Range, (also called the "Primrose Lake Air Weapons Range" or the "Range"), for Canada's exclusive use for the purpose of national defence. The Range is currently used and will be used for the foreseeable future, by Canada for defence purposes, including, without limiting the generality of the foregoing, air-to-air gunnery, air-to-ground gunnery, air-to-air combat, supersonic flight, laser targeting and live weapons drops;
- B. With the establishment of the Range, Cold Lake First Nations, (also called Denesoun'lini or CLFN), were removed from and prevented from living in and having access to the Range and thus lost the support and sustenance of their traditional lands which they had occupied since time immemorial;
- C. In 1975, CLFN submitted a claim under the Specific Claims Policy alleging that Canada had failed to adequately compensate them when the Range was established in 1953. In the 1980's a further specific claim was presented dealing with the recovery of monies set aside for the First Nation by Canada in the Primrose Lake Trust Fund;
- D. Canada rejected these claims under the Specific Claims Policy on the grounds that Canada had no lawful obligation to compensate CLFN for loss of access to the Range;
- E. In 1989, CLFN commenced legal proceedings against Canada in the Federal Court of Canada (Action T-2026-89) claiming damages and other relief for the losses suffered as a result of the removal of CLFN from the Range;
- F. The loss of their livelihood and other claims of CLFN were inquired into and described in the Report of the Cold Lake Inquiry issued by the Indian Specific Claims Commission in August 1993;
- G. On March 1, 1995, the Minister of Indian Affairs and Northern Development and the Minister of National Defence announced that Canada was willing to negotiate a final resolution of the past grievances of CLFN related to the establishment of the Primrose Lake Air Weapons Range, and that such final resolution was to be focused on improving the economic and social conditions of CLFN;
- H. Canada continues to believe that there has been no breach of treaty or fiduciary obligations or any liability whatsoever with respect to the creation of the Range or subsequent acts in relation thereto;
- I. This Settlement Agreement has been negotiated under a special Cabinet authority authorizing the Minister of Indian Affairs and Northern Development and the Minister of National Defence to conclude a final settlement of the past grievances of CLFN focusing on socio-economic measures to address the current and future needs of CLFN;

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- J. Canada and CLFN agree that the benefits flowing from this Settlement Agreement are to be directed towards the financing of socio-economic initiatives to improve the conditions of the present and future members of CLFN;
- K. Canada and CLFN acknowledge that this Settlement Agreement was negotiated in response to the particularly severe impact of the Range on the economic base of CLFN and the accompanying social impacts and does not establish a precedent or admission by Canada for the purpose of accepting or negotiating other claims by any other First Nation, person or entity.
- L. Canada and CLFN have agreed that this Settlement Agreement does not and shall not be construed so as to abrogate, nor derogate from, or affect in any way, any aboriginal, treaty, or other rights of CLFN to the lands and resources of the Range or otherwise;
- M. While Canada recognizes the severe economic and social dislocation caused to CLFN by the creation of the Range, Canada makes no admission of fact or liability or responsibility with regard to the Grievances of CLFN;
- N. Canada and CLFN have agreed that this Settlement Agreement is entered into for the purpose of obtaining a full and final settlement of the Grievances of CLFN as defined in this Settlement Agreement;
- O. Canada, Alberta, Saskatchewan and CLFN have a common interest in the economic recovery of Cold Lake First Nations as well as in the protection and conservation of the Range and its resources;
- P. Canada and CLFN agree that the benefits flowing from this Settlement Agreement are to be directed towards assisting and ameliorating the severe and abrupt impacts that the creation of the Range has had on the CLFN community;
- Q. Canada, with the concurrence and support of Alberta, has agreed to set aside lands in Alberta as a new and additional reserve for CLFN;
- R. Canada, CLFN, Alberta and Saskatchewan have agreed that CLFN may use its traditional lands within the Range for hunting, fishing, trapping, cultural and other activities as provided in the Access Agreements.

NOW THEREFORE, CANADA AND COLD LAKE FIRST NATIONS COVENANT AND AGREE AS FOLLOWS:

DEFINITIONS

1. The following terms, whenever used in this Settlement Agreement, have the meanings as specified below.
 - a. **"Access Agreements"** means the Access Agreements with (1) Canada, Alberta and CLFN, and (2) with Canada, Saskatchewan and CLFN respectively;
 - b. **"Alberta"** means Her Majesty the Queen in Right of Alberta;
 - c. **"Band Council Resolution"** means a duly executed written resolution of Chief and Council adopted at a duly convened meeting;
 - d. **"Cold Lake First Nations" or "CLFN" or "Denesoun'lini"** means Cold Lake First Nations Band, an Indian band under the *Indian Act*, including Members of Cold Lake First Nations as the context requires;
 - e. **"Cold Lake Air Weapons Range" or the "Primrose Lake Air Weapons Range" or the "Range"** means the Royal Canadian Air Force bombing and gunnery range as described in the Memorandum of Agreement between Canada and Alberta effective April 01, 1954 totaling some 1,274,880 acres in Alberta, and between Canada and Saskatchewan of August 4, 1953, totaling some 1,575,735 acres in Saskatchewan, being in total 4,490 square miles (11,630 sq. km), more or less, and situated to the north of the Cold Lake First Nations reserves;
 - f. **"Chief and Council"** means "council of the band" within the meaning of the *Indian Act*;
 - g. **"Department" or "DIAND"** means the Department of Indian Affairs and Northern Development;
 - h. **"Effective Date"** means the later of the dates on which this Settlement Agreement is executed respectively by Chief and Council, as authorized by the ratification of this Settlement Agreement, and by both the Minister of Indian Affairs and Northern Development and the Minister of National Defence;
 - i. **"Grievances"** means: all the facts, matters, issues and damages arising or resulting directly or indirectly from the unusually severe economic and social impacts that the establishment of the Cold Lake Air Weapons Range has had on Cold Lake First Nations, and includes the claim of Cold Lake First Nations for monies set aside (including interest thereon), but not paid, by Canada after the Range was established for the rehabilitation and relief of Members of Cold Lake

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First Nations and the claims asserted in paragraph 53 of the Amended Statement of Claim in Federal Court Action T-2026-89 except for the claims asserted in paragraphs 53(f) and 53(g) thereof;

- j. **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. 1-5 as amended and its regulations as amended or replaced as of the latest date that this Settlement Agreement is initialled;
- k. **"Member"** means a person whose name appears on the Cold Lake First Nations Band List, as defined in the *Indian Act*, which list is held and maintained by DIAND, as at the date of the Ratification Vote or a person who is entitled to be on the Band List pursuant to the provisions of section 8 of the *Indian Act*;
- l. **"Ministers"** means the Minister of Indian Affairs and Northern Development and the Minister of National Defence;
- m. **"Parties"** means CLFN and Canada;
- n. **"Ratification Vote"** means a vote seeking approval of the Settlement Agreement, the Trust Agreement and the Access Agreements conducted according to the Ratification Guidelines set out in Schedule 2;
- o. **"Saskatchewan"** means Her Majesty the Queen in Right of Saskatchewan;
- p. **"Settlement Agreement"** means this Settlement Agreement including the attached schedules;
- q. **"Settlement Fund"** means the monies paid by Canada pursuant to Article 10 of this Agreement;
- r. **"Trust Account"** means a trust account or trust accounts established by the Trustees pursuant to the Trust Agreement;
- s. **"Trust Agreement"** means the Trust Agreement between CLFN and the Trustees which is attached to this Agreement;
- t. **"Voter"** means a Member who is 21 years of age or older on the day of the Ratification Vote.

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SCHEDULES

2. The following Schedules are attached to this Agreement
 - Schedule 1 - Reserve Lands Map
 - Schedule 2 - Ratification Guidelines
 - Schedule 3 - Certificate of Financial Advice
 - Schedule 4 - Certificate of Solicitor

REPRESENTATIONS AND WARRANTIES

3. CLFN confirms that by a Ratification Vote held on December 6, 2001, in accordance with this Agreement and the Ratification Guidelines, the Members of Cold Lake First Nations have approved this Settlement Agreement, the Trust Agreement and the Access Agreements and have authorized the present Chief and Council, and succeeding Chiefs and Council, to act for and on behalf of CLFN, its past, present and future members and any of their respective heirs, descendants, legal representatives, successors or assigns to execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, and intent of this Settlement Agreement, the Trust Agreement and the Access Agreements.
4. CLFN represents and warrants that:
 - (a) CLFN has retained independent legal counsel to advise CLFN with regard to the Grievances, the Settlement Agreement, the Trust Agreement, and the Access Agreements;
 - (b) CLFN's legal counsel has explained and given opinions to Chief and Council and to the Members present at Information Meetings as to the legal nature, effect and implementation of the Settlement Agreement, the Trust Agreements and the Access Agreements, including the placement of the Settlement Fund into a Trust Account rather than into the Consolidated Revenue Fund of Canada;
 - (c) CLFN has retained an independent financial advisor who has explained and given opinions as to the financial nature and effect of the Settlement Agreement and the Trust Agreement, including the placement of the Settlement Fund into a Trust Account rather than into the Consolidated Revenue Fund and including advice on tax implications to Chief and Council and the members of CLFN present at Information Meetings;

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- (d) an interpreter fluent in the Dene and Cree languages was present and available to those members in need of an interpreter at all times during Information Meetings and during the Ratification Vote.
5. The Ministers represent and warrant that they have been authorized by the Government of Canada to enter into this Settlement Agreement and the said Access Agreements.

SAVING CLAUSES

6. This Settlement Agreement does not, and shall not be construed so as to, abrogate, or derogate in any way from, or affect in any way, any aboriginal, treaty, or other rights or claims which CLFN may have in the lands and resources of the Primrose Lake Air Weapons Range.
7. This Settlement Agreement is not an acknowledgement by Canada of any existing aboriginal or treaty rights of CLFN to the lands and resources in the Range.
8. While Canada recognizes the economic and social impact of the creation of the Range on CLFN, it does not admit to any breach of treaty or fiduciary obligations or any liability whatsoever with respect to the creation of the Range or subsequent acts in relation thereto.

SETTLEMENT PAYMENTS

9. Canada agrees to pay CLFN, and CLFN agrees to accept, the sum of \$25,500,000, together with other valuable consideration as provided in this Settlement Agreement, in full and final settlement of the Grievances of CLFN.
10. Canada agrees that no later than 30 days after the Effective Date, the sum of \$25,500,000 (the Settlement Fund) will be deposited by Canada for and on behalf of CLFN in a Trust Account established by the Trustees under the Trust Agreement.
11. The Parties agree that upon the said deposit of the Settlement Fund in the Trust Account, the Settlement Fund shall be administered by the Trustees on the terms and conditions set out in the Trust Agreement, and that after such deposit Canada shall not have any responsibility or liability for the distribution, management, investment, or any losses or depreciation, of the Settlement Fund.
12. Subject to the distributions to Members and other terms and conditions in the Trust Agreement, the Parties agree that the Settlement Fund is to be administered pursuant to the Trust Agreement as a long-term asset for the future benefit of CLFN.

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13. Canada agrees that if the Settlement Fund is not paid in full as set out in Article 10 Canada agrees to pay interest to CLFN at the Bank of Canada's prime lending rate plus two (2%) per cent per annum on any unpaid amounts from the date such payment was due and payable until payment, including interest, is made by Canada.
14. The Parties agree that the Settlement Fund is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to such monies.

CLFN RESERVE

15. The Minister of Indian Affairs and Northern Development, with the concurrence and support of Alberta, agrees to recommend to the Governor in Council the establishment of an additional CLFN reserve of 5000 acres, more or less, with surface and subsurface rights. The reserve will be north of Cold Lake and south of the southerly boundary of the Range within the Province of Alberta, according to the map set out in Schedule 1 to be confirmed by survey (the Reserve Lands).
16. The Parties agree that the provision of 5000 acres forms part of the settlement package addressing the economic and social impact on CLFN arising from the creation of the CLAWR and is not intended to replace lands in the Range that were formerly used by CLFN.
17. Upon the transfer of administration and control of the said lands by Alberta to Canada, the Minister shall make such recommendation to the Governor in Council subject to compliance with DIAND's Additions to Reserve Policy (1991 or as amended) which includes, but is not restricted to,
 - (a) the completion of a legal survey;
 - (b) the conveyance of the land from Alberta to Canada;
 - (c) a satisfactory environmental audit.
18. Prior to the transfer of the Reserve Lands, Canada will, at its cost and as soon as it is practicable, cause a boundary survey to be carried out in accordance with the *Alberta Surveys Act* in order to facilitate the transfer of the Reserve Lands.
19. Canada will submit any draft plan of survey relating to the Reserve Lands to Chief and Council for review and acceptance. The parties acknowledge that in the case of any variance between the map in Schedule 1 and the survey, the survey description will apply.
20. CLFN confirms that it has received from Canada an environmental assessment report on the Reserve Lands prepared for Canada by UMA Engineering Ltd. dated March 22, 2001, including an addendum dated June 11, 2001, and that CLFN does not intend to obtain any further environmental assessment report on the Reserve Lands.

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21. Canada will provide to CLFN no later than the Effective Date any resource data or reports in its possession in relation to the Reserve Lands subject to availability.
22. CLFN hereby requests that CLFN be included in the Schedule to the proposed federal legislation relating to the setting apart of reserve lands by the Minister and pre-reserve permitting and designation so as to facilitate the creation of the reserve as provided herein.
23. Canada recognizes that the creation of the reserve is a fundamental part of this Settlement Agreement to CLFN and Canada will make its best efforts to create the reserve as soon as possible after the Settlement Agreement is executed.
24. Should the said reserve not have been created by Canada for any reason within two years after the Effective Date, Canada will meet with CLFN to consider any measures necessary to complete the implementation of the reserve.

CLFN ACCESS TO THE RANGE

25. Canada, Alberta and CLFN have reached agreement on the terms of access to the Range and other benefits to CLFN and its Members, which terms are set out in the Alberta Access Agreement.
26. Canada, Saskatchewan and CLFN have reached agreement on the terms of access to the Range and other benefits to CLFN and its Members, which terms are set out in the Saskatchewan Access Agreement.

NO EFFECT ON FUNDING AND PROGRAMS

27. The parties agree that this Settlement Agreement does not restrict CLFN from being eligible to apply for and to receive funding under government programs and other forms of assistance provided by Canada on the same basis as other First Nations in Canada, as if this Settlement Agreement had not been executed, including funding for the development, repair or maintenance of infrastructure or capital expenditures with respect to reserve lands, in accordance with criteria established from time to time for the application of such programs and funding.
28. In determining the impact of per capita distributions on social assistance payments for CLFN on-reserve Members, the Department of Indian Affairs and Northern Development will implement the Province of Alberta's social assistance program legislation, regulations and policies and any changes made to the social assistance program legislation, regulations and policies, with respect to the exemption of per capita distributions from a claims settlement.

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RATIFICATION VOTE

29. A Ratification Vote shall be held by CLFN according to the procedures set out in the Ratification Guidelines.
30. Canada requires that the Voters List be prepared by the Department of Indian Affairs and Northern Development and that all eligible Voters as shown on the Band List maintained by the Department be entitled to vote.
31. The approval of this Settlement Agreement, the Trust Agreement and the Access Agreements, and authority for Chief and Council to execute these Agreements, shall be obtained if a majority (over 50%) of the Voters vote and, in addition, a majority (over 50%) of the votes cast are in favour of the said Agreements.
32. If a majority (over 50%) of the Voters do not vote as set out in Article 31 but a majority (over 50%) of the votes cast are in favour of the Settlement Agreement, the Trust Agreement, and the Access Agreements, then a second Ratification Vote will be held within six months following Voting Day if the Department receives, within 30 days of Voting Day, a Band Council Resolution requesting a second Ratification Vote.
33. Notwithstanding any other provision in this Settlement Agreement, in the event of a second Ratification Vote:
 - (a) the approval required under clause 31 shall be obtained if a majority (over 50%) of the votes cast are in favour of the said Agreements.
 - (b) if the Ratification Officer is the same person as for the first Ratification Vote, then the Regional Director General of DIAND will not be required to designate the Ratification Officer for the second Ratification Vote; and
 - (c) if the vote is held within three months of the first Ratification Vote, then an Information Meeting is not mandatory.

RELEASES

- 34.1 In consideration of the monies paid by Canada to the CLFN in accordance with this Agreement and the mutual fulfillment of the other promises in this Settlement Agreement, CLFN agrees to:
 - (a) release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any action, cause of action, suit, claim or

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demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which CLFN and the past, present and future Members of CLFN and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to the Grievances, including all costs incurred by CLFN for research, preparation, negotiation and settlement of the Grievances and ratification of the Settlement Agreement, including legal fees;

- (b) release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any past, present or future obligation or liability, whether in law, in equity or otherwise, which CLFN and the past present and future Members of CLFN and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns, relating to or arising from the fact that Canada has paid the Settlement Fund pursuant to Article 10, or related to or arising from any deposit by Canada of the Settlement Fund pursuant to Article 10, and any subsequent deposit, withdrawal, use, management or any other dealings with respect to the Settlement Fund by the Trustees pursuant to the Trust Agreement or by Chief and Council;
- (c) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which CLFN and the past, present and future Members of CLFN and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to,
 - (i) the Grievances and all costs incurred by CLFN for research, preparation, negotiation and settlement of the Grievances, and ratification of the Settlement Agreement, including legal fees;
 - (ii) the procedures followed pursuant to the Ratification Guidelines as well as the execution of this Settlement Agreement by CLFN; and
 - (iii) the deposit of the monies as set out in Articles 9 and 10 and the subsequent management of the said monies by the Trustees or by CLFN.

34.2 Nothing in this Article 34 is intended, nor shall it be construed, as affecting any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise which CLFN and the past, present and future Members of CLFN and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have, or may in the future have against Canada and any of its

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Ministers, officials, servants, employees, agents, successors and assigns with respect to any other claim that CLFN may have that does not relate directly to the Grievances as defined in Article 1.

- 34.3 The releases set out in this Article do not release Canada from the due performance of its obligations arising from this Settlement Agreement, including without limiting the generality of the foregoing, the obligation set out in Article 15 of this Settlement Agreement that the Minister shall recommend to the Governor in Council that 5000 acres of land more or less shall be set apart as Reserve Lands for the use and benefit of CLFN and nothing herein shall prevent or restrict CLFN from pursuing any legal remedies for non-performance by Canada. Furthermore, Canada shall not be entitled to and it shall not rely on this Article 34 if Canada fails to pay the Settlement Fund in accordance with the provisions of Article 10 of this Agreement.

INDEMNITIES

35.1 For the purpose of this Article, "Claimant" means a past, present or future Member of CLFN.

35.2 Subject to the provisions of Article 35.7, CLFN agrees to indemnify and forever save harmless Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from and against any and all obligation, liability, duty, loss or damage resulting directly or indirectly from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:

- (a) the Grievances, including all costs incurred by the CLFN for research, preparation, negotiation and settlement of the Grievances, and ratification of the Settlement Agreement, including legal fees;
- (b) the procedures followed pursuant to the Ratification Guidelines as well as the execution of this Settlement Agreement by CLFN; and
- (c) the payment or deposit of the monies under Article 10 and the management and distribution of the said monies by the Trustees.

provided that such obligation, liability, duty, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement (whether or not court proceedings have been instituted) consented to by CLFN and notice has been given to CLFN pursuant to this Article.

35.3 Canada shall provide notice to CLFN by registered mail of any claim which may reasonably give rise to indemnification under this Article. Such notice shall be sufficient to enable

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CLFN to identify the claim and the Claimant and to protect its interests in a court proceeding or settlement, and will include copies of all pleadings, documents and offers of settlement filed with a court or tribunal by the Claimant.

- 35.4 Canada shall assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in this Article. Canada agrees that it will not refuse to defend itself based solely on the existence of this Article and that it will provide to CLFN copies of all pleadings, documents and offers of settlement filed by it with a court or tribunal.
- 35.5 Any demand by Canada for indemnification shall be made in writing, and if the amount so claimed is not paid by CLFN within one hundred twenty (120) days of receipt of such notice, Canada shall be entitled to invoke all rights and remedies provided by law to recover any amounts owed by CLFN.
- 35.6 CLFN shall be entitled to defend, at its own expense, against any claim against Canada which may give rise to a right of indemnity herein, and may make such investigation, negotiation and settlement of any claim as it deems expedient. This entitlement, however, shall in no way:
- (a) mean that CLFN is entitled to represent Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns; or
 - (b) affect the rights or abilities of Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns to defend any such claim including, without limitation, the appointment of counsel.
- 35.7 Notwithstanding this Article, Canada agrees that it shall not be entitled to, and it shall not rely on the indemnity provided by this Article 35 if Canada fails to pay the monies in accordance with Article 10 of this Settlement Agreement or fails to recommend to the Governor in Council the creation of the reserve as provided by Article 15.

DISCONTINUANCE

36. CLFN agrees to discontinue without costs its legal action against Canada in the Federal Court (Action T-2026-89) on payment of the Settlement Fund in accordance with Article 10.

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GENERAL

37. The headings and recitals in this Settlement Agreement are inserted for convenience and in no way define, enlarge, modify or explain the scope or meaning of this Settlement Agreement or any of its provisions.
38. Words in the singular include the plural and words in the plural include the singular.
39. Words importing male persons include female persons or corporations.
40. There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of either Party.
41. Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.
42. The Parties agree that this Agreement shall be translated into the Dene language and that both the English and Dene texts may be made available to Members for information purposes.
43. This Settlement Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, employees, agents, successors or assigns and upon CLFN and any of its officials, servants, employees, agents, successors or assigns and its past, present and future members and any of their respective heirs, descendants, legal representatives, successors or assigns.
44. This Settlement Agreement shall be the entire agreement and there is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement except as expressed in this Settlement Agreement.
45. The Parties agree to execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, and intent of this Settlement Agreement.

AMENDMENT

46. No amendment, modification or waiver of any provision of this Settlement Agreement shall have any legal effect unless such amendment, modification or waiver is expressed in writing and has been duly executed by the Parties in the same manner as this Settlement Agreement, provided that changes which are agreed by both parties to be merely administrative or procedural in character will be effective when approved by the Regional Director General and by Chief and Council.

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NOTICE

47. Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given as follows:

1. to Canada: Assistant Deputy Minister
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudiere
10 Wellington Street
Hull, Quebec K1A 0H4

FAX: (819) 953-0545

2. to CLFN: Chief and Council
Cold Lake First Nations
Box 1769
Cold Lake, Alberta T9M 1P4

FAX: (780) 594-3577

48. Any notice may be delivered personally or sent by facsimile or registered mail to any party at the address set out in article 24. The notice will be presumed to have been received by the party:

1. if delivered personally, on the day that it was delivered;
2. if sent by facsimile, on the next business day after it was transmitted; and
3. if sent by registered mail, on the earlier of the day it was received or on the fifth day after it was mailed.

During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party.

NO SHARE TO MEMBERS OF PARLIAMENT

49. No member of the House of Commons shall be admitted to any share or part of this Settlement Agreement or to any benefit arising from this Settlement Agreement.

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AND SIGNED on behalf of HER MAJESTY)
THE QUEEN IN RIGHT OF CANADA,)
as represented by the Minister of National Defence,)
in the presence of:)

Signature: _____)

Name of Witness: _____)

Address: _____)

Minister of National Defence

SIGNED on behalf of COLD LAKE)
FIRST NATIONS by Chief and Council)
of Cold Lake First Nations)
in the presence of:)

Signature: _____)

Name of Witness: _____)

Address: _____)

Chief

Councillor

Councillor

Councillor

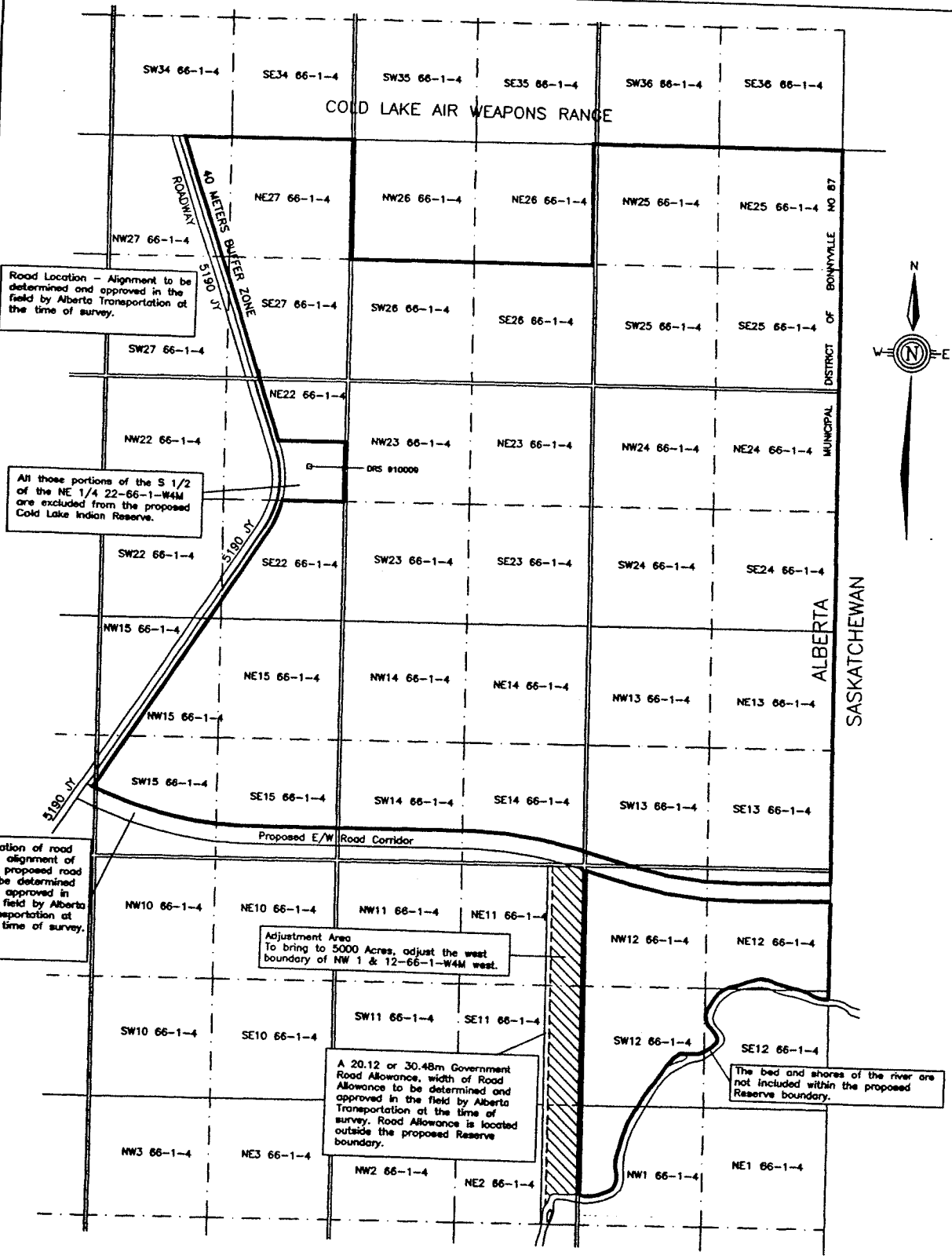
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Road Location - Alignment to be determined and approved in the field by Alberta Transportation at the time of survey.

All those portions of the S 1/2 of the NE 1/4 22-66-1-W4M are excluded from the proposed Cold Lake Indian Reserve.

Location of road and alignment of the proposed road to be determined and approved in the field by Alberta Transportation at the time of survey.

Adjustment Area
To bring to 5000 Acres, adjust the west boundary of NW 1 & 12-66-1-W4M west.

A 20.12 or 30.48m Government Road Allowance, width of Road Allowance to be determined and approved in the field by Alberta Transportation at the time of survey. Road Allowance is located outside the proposed Reserve boundary.

The bed and shores of the river are not included within the proposed Reserve boundary.

PROPOSED COLD LAKE INDIAN RESERVE

PROPOSED COLD LAKE INDIAN RESERVE SHOWN THUS
TOTAL AREA 2023.5 HECTARES (5000 ACRES)

- NOTES:
- 1) Where a "bank" is referred to as the boundary, it is intended to mean "bank" as defined in Section 17 of the Surveys Act, Chapter S-29.1.
 - 2) The beds and shores of all permanent and naturally occurring bodies of water within the bold outline form part of the proposed reserve unless indicated otherwise.
 - 3) All Statutory Road Allowances and their intersections lying within the bold outline form part of the proposed reserve.

SCHEDULE 1

Date: October 16, 2001

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