

**PIIKANI NATION
IR 147 HIGHWAY 786 SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

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**PIIKANI NATION
IR 147 HIGHWAY 786 SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

The Piikani Nation, a "band" within the meaning of the *Indian Act*, as
represented by its Council
(hereinafter called the "Piikani Nation")

AND:

His Majesty in right of Canada, as represented by the Minister of Crown-
Indigenous Relations
(hereinafter called "Canada")

PREAMBLE

WHEREAS:

- A. In 2018, the Piikani Nation submitted the IR 147 Highway 786 Specific Claim under Canada's Specific Claims Policy, alleging, among other things, that Canada failed to: (1) ensure that a number of transactions involving the taking of Piikani Nation's reserve lands for the construction of Highway 786 were properly authorized pursuant to the *Indian Act*; (2) obtain adequate compensation for the Piikani Nation's reserve lands taken for the construction of Highway 786; and (3) ensure that the abandoned portions of the Piikani Nation's reserve lands taken for the construction of Highway 786 reverted or were returned to the reserve.
- B. By letter dated April 6, 2022, Canada accepted the IR 147 Highway 786 Specific Claim for negotiation under the Specific Claims Policy.
- C. Canada and the Piikani Nation negotiated terms of settlement as contained in this Settlement Agreement to achieve a full, fair, and final settlement of the Claim.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED IN THIS SETTLEMENT AGREEMENT, CANADA AND THE PIIKANI
NATION AGREE AS FOLLOWS:**

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1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **"Canada"** means His Majesty in right of Canada, as represented by the Minister.
- (b) **"Claim"** means all matters, issues and allegations contained in the submissions of the Piikani Nation under the Specific Claims Policy or any Proceeding, arising or resulting from the same or substantially the same facts upon which the IR 147 Highway 786 Specific Claim is based, and any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to or arising or resulting from Canada's failure to:
 - i. authorize Alberta's taking of the Claim Lands starting in 1922;
 - ii. authorize any Person's use of the Claim Lands from 1922;
 - iii. prevent trespass on the Claim Lands;
 - iv. obtain adequate compensation for the Claim Lands;
 - v. seek or provide compensation for the severance damage or injurious affection to the Piikani Nation's reserve lands resulting from Highway 786; and
 - vi. ensure that the portions of the Claim Lands transferred to Alberta for Highway 786 that were subsequently abandoned were returned to the Piikani Nation's reserve.
- (c) **"Claim Lands"** means those lands totaling approximately 92.06 acres of Piikani Nation's reserve lands taken for the construction of Highway 786 through IR 147, as depicted in Schedule 2.
- (d) **"Compensation"** means the amount agreed upon by the Parties as compensation for the Claim as set out in Article 2.1.
- (e) **"Compensation Balance"** means the Compensation Canada will pay to the Piikani Nation after deduction of the Negotiation Loan Funding.
- (f) **"Council"** means the Council of the Piikani Nation, which is a "council of the band" within the meaning of the *Indian Act* and includes the Chief.
- (g) **"Council Resolution"** means a written resolution of the Council adopted at a duly convened meeting.



- (h) **"Direction to Pay"** means the document by which the Council directs Canada to deposit the Compensation Balance, authorized by the corresponding Council Resolution for payment, substantially in the form attached to this Settlement Agreement as Schedule 3.
- (i) **"Financial Institution"** means any bank or trust company authorized by law to accept deposits and supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of the Superintendent of Financial Institutions Act*, RSC 1985, c 18 (3rd Supp.).
- (j) **"Indian Act"** means the *Indian Act*, RSC 1985, c I-5 and its regulations.
- (k) **"Information Meeting"** means those information-sharing processes deemed appropriate by Council to inform Members, which may include in-person or virtual meetings, at which any advisors considered appropriate and retained by the Piikani Nation, including legal counsel, and any other persons requested by Council, explain the nature, contents and effects of this Settlement Agreement to the Members of the Piikani Nation.
- (l) **"Member"** means a person whose name appears or who is entitled to have their name appear on the Band List of the Piikani Nation.
- (m) **"Minister"** means the Minister of Crown-Indigenous Relations or the Minister's duly authorized representative.
- (n) **"Negotiation Costs"** means all costs incurred by the Piikani Nation for the research, preparation, negotiation and settlement of the Claim, and the ratification of the Settlement Agreement, including legal fees.
- (o) **"Negotiation Loan Funding"** means the total amount of loan funding provided to the Piikani Nation by Canada for the purpose of negotiating and settling this Claim.
- (p) **"Party"** means either the Piikani Nation or Canada.
- (q) **"Person"** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, union, governmental body including provincial, territorial, regional and municipal governments, First Nation, self-governing First Nation, *Indian Act* band or Indigenous group, including, without limitation, any past, present, or future Members and each of their respective heirs, descendants, legal representatives, successors, and assigns.
- (r) **"Piikani Nation"** means the Piikani Nation, a "band" within the meaning of the *Indian Act*, as represented by its Council.

- (s) **"Proceeding"** means any legal proceeding, action, cause of action, suit, claim, specific claim, or demand whatsoever, known or unknown, whether in law, in equity, or otherwise.
- (t) **"Proposed Reserve Lands"** means one or more parcels of land that do not exceed 92.06 acres in total that the Piikani Nation proposes be set apart as reserve land in accordance with Article 3.0 of this Settlement Agreement.
- (u) **"Settlement Agreement"** means this settlement agreement including the attached Schedules.
- (v) **"Specific Claims Policy"** means Canada's policy on specific claims in effect and as amended from time to time.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to and form part of this Settlement Agreement:

Schedule 1	Solicitor's Certificate
Schedule 2	Reference Map of Claim Lands
Schedule 3	Form of Council Resolution for Payment & Direction to Pay
Schedule 4	Form of Council Resolution
Schedule 5	Non-Confidential Articles

2.0 COMPENSATION

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada pays to the Piikani Nation and the Piikani Nation accepts five million dollars (**\$5,000,000**) in full and final settlement of the Claim, including the current unimproved market value and economic loss of use of the Claim Lands, the costs for addition to reserve of the Proposed Reserve Lands, and the Negotiation Costs.
- 2.2 The Piikani Nation authorizes and directs Canada to deduct from the Compensation referred to in Article 2.1 the Negotiation Loan Funding, to satisfy the Piikani Nation's full and final repayment of its Negotiation Loan Funding.
- 2.3 The Piikani Nation authorizes and directs Canada to pay the Compensation Balance in accordance with the Council Resolution for payment and Direction to Pay and will provide those substantially in the forms attached as Schedule 3, together with any other documentation required by Canada for purposes of depositing funds.



- 2.4 Canada will deposit the Compensation Balance within 45 days of the effective date.
- 2.5 The Parties agree and intend that the Compensation 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 do not apply to the Compensation.
- 2.6 The sole responsibility of Canada with respect to the Compensation Balance is to deposit it in accordance with Article 2.0.

3.0 ADDITIONS TO RESERVE

- 3.1 The Piikani Nation is entitled to make one or more applications under Article 3.2 for the Proposed Reserve Lands be set apart as reserve, consistent with the conditions in Article 3.0.
- 3.2 If the Piikani Nation applies to have Proposed Reserve Lands set apart as a reserve and provided that all applicable laws and Canada's policies and procedures respecting reserve creation in effect at that time are satisfied, then the Minister may, in the Minister's discretion, take the steps necessary for Proposed Reserve Lands to be set apart as a reserve for the use and benefit of the Piikani Nation.
- 3.3 The Piikani Nation agrees that it is responsible to pay any and all costs related to the acquisition of Proposed Reserve Lands, and setting apart those lands as reserve, including but not limited to the following costs:
- (a) all surveys, conveyances, clearances of title (if required), addressing of encroachments or encumbrances, searches, land title registration, legal fees, commissions, applicable taxes and tax adjustments, feasibility studies, appraisals, environmental review, environmental remediation and site identification and approval;
 - (b) payment, if any, arising from agreements between the Piikani Nation and municipalities for services in lieu of taxes to be provided by the municipality on the lands once they are set apart as reserve lands; and
 - (c) capital infrastructure including, without limitation, the construction, repair, maintenance, operation and other associated costs of telephone, cable and hydro-electric service facilities, sewers and other water systems, roads, fencing, housing, schools, recreation facilities and other community buildings and facilities;

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but nothing in this Article requires the Piikani Nation to pay costs internal to Canada for which a fee would not in the normal course be charged to a First Nation.

4.0 RELEASE

4.1 The Piikani Nation forever releases and discharges Canada and any of its ministers, officials, servants, employees, agents, successors and assigns from, and will not assert, any liability or bring any Proceeding that the Piikani Nation, its successors or assigns, or its past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation, *Indian Act* band, or Indigenous group 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:

- (a) any aspect of the Claim;
- (b) any and all Negotiation Costs and Negotiation Loan Funding, including any deductions from the Compensation for Negotiation Loan Funding;
- (c) the negotiation, ratification or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the Piikani Nation;
- (d) the adequacy of the Compensation provided in this Settlement Agreement;
- (e) the deposit of the Compensation Balance, provided that such deposits are made pursuant to Article 2.0;
- (f) following the deposit of the Compensation Balance in (e), any subsequent management, investment, disbursement, or other uses of the Compensation Balance and earned interest, and any loss therefrom, whether caused by a Financial Institution, the Piikani Nation, Council, Members, trustees, or other representatives of, or advisors to, the Piikani Nation; and
- (g) the subject matter of any of the representations and warranties of the Piikani Nation under Article 11.0.

4.2 The Piikani Nation, or any of its successors and assigns, or any of its past, present, or future Members or their heirs and descendants will not bring any Proceeding against any Person with respect to the Claim.



- 4.3 The Piikani Nation, or any of its successors and assigns, or any of its past, present, or future Members, or their heirs and descendants:
- (a) will not challenge the validity of any patent, title, or interest held by any Person in the Claim Lands; and
 - (b) will not interfere with any Person's use, enjoyment, and quiet possession of the Claim Lands

on the basis that they were, are, or ought to have been reserve lands.

- 4.4 Any Person is entitled to rely upon and benefit from Article 4.3, which will operate conclusively as an estoppel to preclude the Piikani Nation, or any of its successors and assigns, or any of its past, present or future Members, or their heirs and descendants from asserting a position contrary to Article 4.3 or bringing a Proceeding in which they assert a position contrary to Article 4.3.
- 4.5 Articles 4.1(a), 4.2, 4.3, 4.4, 4.5, any defined terms used therein, and Schedules 2 and 5 are not subject to confidentiality and settlement privilege, and any Party may disclose them to anyone, otherwise make them public and tender them as evidence in any Proceeding. Such disclosure or publication does not constitute waiver of confidentiality and settlement privilege over any other provision of this Settlement Agreement, document, or communication in connection with the negotiation and settlement of the Claim. The relevant provisions are set out in Schedule 5 and may be published to facilitate disclosure.

5.0 INDEMNITY

- 5.1 The Piikani Nation will indemnify and forever save Canada harmless from any Proceeding brought by any Person against Canada or any of its ministers, officials, servants, employees, agents, successors and assigns with respect to any matters set out in Article 4.0.
- 5.2 Canada will provide written notice to the Piikani Nation in accordance with Article 14.0 of any Proceeding referred to in Article 5.1
- 5.3 The Piikani Nation will not be entitled to avoid liability for indemnification by reason of the timeliness of the notice, unless a lack of timeliness precludes the Piikani Nation from participating in the Proceeding as set out in Article 5.4.
- 5.4 If the Piikani Nation wishes to participate in a Proceeding that may give rise to a right of indemnity under Article 5.0, the Piikani Nation will provide written notice to Canada that the Piikani Nation wishes to participate in the resolution of the Proceeding within 30 days of receiving notice pursuant to Article 5.2 and, to the extent permitted by law, and at its own expense, seek to be added as a party to the Proceeding. The Piikani Nation may make such investigation, negotiation,



and settlement of any Proceeding as it deems expedient. This entitlement, however, in no way:

- (a) means that the Piikani Nation is entitled to represent Canada, and any of its ministers, officials, servants, employees, agents, successors, and assigns; or
- (b) affects the rights or abilities of Canada and any of its ministers, officials, servants, employees, agents, successors and assigns to defend or settle any such Proceeding.

- 5.5 If, after providing notice to the Piikani Nation pursuant to Article 5.2, no notice is received by Canada within 30 days that the Piikani Nation wishes to participate in the Proceeding, Canada will proceed to settle or defend the Proceeding.
- 5.6 Before settling any Proceeding described in Article 5.1, Canada will notify the Piikani Nation of the proposed settlement.
- 5.7 If the Piikani Nation does not agree with the proposed settlement of the Proceeding, then it must provide written notice to Canada setting out its legal justification and any other reasonable basis for disagreement within 30 days of receiving the notice under Article 5.6.
- 5.8 If the Piikani Nation provides notice to Canada in accordance with Article 5.7 and Canada proceeds with the proposed settlement of the Proceeding, then Canada will not require the Piikani Nation to indemnify it under Article 5.0 for the proposed settlement.
- 5.9 If the Piikani Nation does not provide notice to Canada in accordance with Article 5.7, then the Piikani Nation will be deemed to consent to the proposed settlement of the Proceeding and will indemnify Canada in accordance with Article 5.0.
- 5.10 Any demand by Canada for indemnification will be made in accordance with Article 14.0, setting out full particulars of the amount demanded.
- 5.11 Canada will not refuse to defend any Proceeding based solely on the existence of Article 5.0 and will use reasonable efforts to defend itself.
- 5.12 Nothing in Article 5.0 prevents Canada from adding or seeking to add the Piikani Nation as a party to the Proceeding.



6.0 DISMISSAL OF PROCEEDINGS

6.1 Subject to Article 6.2, the Piikani Nation will:

- (a) abandon, dismiss or discontinue all Proceedings based on the same or substantially the same facts giving rise to the Claim within 90 days from the effective date; and
- (b) instruct its legal counsel to file all the necessary documents to do so and to provide Canada with a copy of all such documents duly filed.

6.2 For any Proceeding filed in the Federal Court that is a "representative proceeding" as per rule 114 of the *Federal Court Rules* (SOR/98-106), the Piikani Nation will obtain an order of the Federal Court approving its discontinuance or settlement prior to the execution of this Settlement Agreement by the Minister.

7.0 RATIFICATION

7.1 The Piikani Nation ratifies this Settlement Agreement if Council provides a Council Resolution substantially in the form attached as Schedule 4 indicating that Council approves and assents to the terms and conditions of and agrees to execute this Settlement Agreement on behalf of the Piikani Nation.

8.0 CONDITIONS TO EXECUTION BY CANADA

8.1 The following conditions must be fulfilled before Canada will consider executing this Settlement Agreement:

- (a) the Piikani Nation ratifies and approves the terms of this Settlement Agreement in accordance with Article 7.0;
- (b) the Piikani Nation provides an executed Council Resolution substantially in the form attached as Schedule 4 approving and assenting to the terms and conditions of this Settlement Agreement in accordance with Article 7.0;
- (c) the Minister is authorized to sign this Settlement Agreement;
- (d) Canada approves and appropriates the funds for the payment of the Compensation;
- (e) the Piikani Nation provides the Council Resolution for payment and Direction to Pay substantially in the forms attached as Schedule 3; and
- (f) First Nation's legal counsel provide Solicitor's Certificates, which is Schedule 1 of this Settlement Agreement, dated on or after the date of execution of this Settlement Agreement by the Piikani Nation.

9.0 EXECUTION

9.1 This Settlement Agreement is deemed to be fully executed once signed by:

- (a) Council on behalf of the Piikani Nation following ratification of this Settlement Agreement in accordance with Article 7.0; and
- (b) the Minister on behalf of Canada.

10.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT

10.1 The effective date of this Settlement Agreement is the date this Settlement Agreement is executed by Canada in accordance with Article 9.0.

11.0 REPRESENTATIONS AND WARRANTIES

11.1 The Piikani Nation represents and warrants that:

- (a) its Council had the authority to negotiate the Claim on behalf of the First Nation;
- (b) it held an Information Meeting and provided Members with an opportunity to ask questions and receive answers about the Settlement Agreement;
- (c) Canada has not advised the Piikani Nation with respect to any matters related to the Settlement Agreement and the deposit, management, or administration of the Compensation Balance;
- (d) it is entering this Settlement Agreement after having an opportunity to obtain independent advice, including legal advice, with respect to all matters related to the Settlement Agreement, the Claim, the ratification of the Settlement Agreement, and the deposit, management, or administration of the Compensation Balance;
- (e) it retained legal counsel, independent from Canada, who are authorized to practice law in the Province of Alberta to advise it in respect of the legal nature and effect of this Settlement Agreement including explaining any legal implications of the Compensation Balance being deposited into an account at a Financial Institution in accordance with Article 2.0 rather than into an account managed by Canada for the Piikani Nation pursuant to the *Indian Act* as confirmed by the Solicitor's Certificate, which is Schedule 1 of this Settlement Agreement.

11.2 These representations and warranties survive the execution of this Settlement Agreement and continue in full force and effect for the benefit of Canada.



12.0 DISPUTE RESOLUTION

- 12.1 In the event of a dispute regarding this Settlement Agreement, the Parties will, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation 30 days after the dispute arises. A dispute is deemed to have arisen after notice has been given by one Party to the other in Accordance with Article 14.0.

13.0 AMENDMENTS

- 13.1 After this Settlement Agreement is initialed by the negotiators for the Parties and before this Settlement Agreement is executed, by written agreement the Parties may:
- (a) remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
 - (b) amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or
 - (c) correct any typographical errors in this Settlement Agreement, or make corrections or changes required for the purpose of curing or correcting any clerical omission, mistake, manifest error, or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.
- 13.2 Subject to Article 13.3, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.
- 13.3 Once this Settlement Agreement is executed, the Parties may amend this Settlement Agreement by written agreement between the Piikani Nation, as represented by its Council, and Canada, as represented by the Assistant Deputy Minister responsible for the implementation of this Settlement Agreement, to:
- (a) remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
 - (b) amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or

- (c) correct any typographical errors in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting any clerical omission, mistake, manifest error, or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

14.0 NOTICE

- 14.1 Any notice, request, consent, or demand given under this Settlement Agreement is to be made in writing.
- 14.2 Any notice, request, consent, demand, or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail or courier as follows:

to Canada:

Specific Claims Branch
Crown-Indigenous Relations and Northern Affairs Canada
25 Eddy Street, 6th Floor
Gatineau, QC, K1A 0H4

to the Piikani Nation:

Chief and Council of Piikani Nation
PO Box 70
Brocket, Alberta, T0K 0H0

or at such other address as may be provided in writing by either Party.

- 14.3 If a Party gives notice to the other Party of a change of address for purpose of this Settlement Agreement, Article 14.2 is deemed amended accordingly.
- 14.4 Any notice, request, consent, demand, or other written communication set out in Article 14.2 will be presumed to have been received by the Party on the earlier of either the day it was received or the fifth day after it was mailed.
- 14.5 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, or if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by email and in so doing, the Party sending the email will bear the onus of ensuring its receipt by the other Party.

15.0 GENERAL PROVISIONS

- 15.1 This Settlement Agreement is for the benefit of and is binding upon Canada and



any of its ministers, officials, servants, employees, agents, successors, and assigns, and the Piikani Nation and its Members, and any of their respective heirs, descendants, legal representatives, successors, and assigns.

- 15.2 This Settlement Agreement is entered into by Canada and the Piikani Nation without any admission of fact or liability whatsoever with respect to the Claim.
- 15.3 For purposes of transparency and financial accountability, elements of this Settlement Agreement will be recorded in Canada's publicly available databases. Any such recording does not comprise or constitute any waiver of settlement privilege and confidentiality that attaches to the settlement of this Claim, including this Settlement Agreement.
- 15.3 The Parties agree that Articles 4.1(a), 4.2, 4.3, 4.4, 4.5, any defined terms used therein, and Schedules 2 and 5 are not subject to confidentiality and settlement privilege, and may be disclosed to third parties without the prior written consent of the other Party. Such disclosure does not constitute waiver of confidentiality and settlement privilege over any other document or communication in connection with the negotiation and settlement of the Claim.
- 15.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.
- 15.5 Words in the singular include the plural and words in the plural include the singular.
- 15.6 Ambiguity in any of the terms of this Settlement Agreement will not be interpreted in favour of any Party.
- 15.7 The rights and obligations of the Parties to this Settlement Agreement cannot be assigned or otherwise transferred without the prior consent of the Piikani Nation, evidenced by a Band Council Resolution, and the prior written consent of Canada, such consent not to be unreasonably withheld.
- 15.8 This Settlement Agreement is governed by the applicable laws of Alberta and Canada.
- 15.9 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking, or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.
- 15.10 All references in this Settlement Agreement to statutes and regulations of Canada include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted, or replaced from time to

time.

- 15.11 The Parties will in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF the Minister of Crown-Indigenous Relations, on behalf of His Majesty in right of Canada, and the Council of the Piikani Nation, on behalf of the Piikani Nation, have executed this IR 147 Highway 786 Specific Claim Settlement Agreement on the dates indicated below.

Signed on behalf of the Piikani Nation at _____
by the Council
of the Piikani Nation in the presence of:

Signature: _____

Name of Witness: _____

Address: _____

As to all Signatures

Date: _____

Per: _____
Chief Troy Knowlton

Per: _____
Councillor Albertine Crow Shoe

Per: _____
Councillor Wesley Crow Shoe

Per: _____
Councillor Helen Flamand

Per: _____
Councillor Herman Many Guns

Per: _____
Councillor Jordan No Chief

Per: _____
Councillor Cynthia Provost

Per: _____
Councillor Neil Sharp Adze Jr

Per: _____
Councillor Dimples Stump

Signed on behalf of His Majesty in right
of Canada, as represented by the
Minister of Crown-Indigenous Relations,
in the presence of:

Signature: _____

Name of Witness: _____

Address: _____

Date: _____

Minister of Crown-Indigenous Relations

**PIIKANI NATION
IR 147 HIGHWAY 786 SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 1
SOLICITOR'S CERTIFICATE**

I, Jeremy Bouchard, of Ottawa, Ontario, Barrister and Solicitor, certify:

1. THAT I am a member in good standing of the Law Society of Ontario and that I am authorized to practice law in the Province of Alberta;
2. THAT I was retained in my professional capacity to provide legal advice, independent from Canada, to the Piikani Nation in respect of the legal nature and effect of this Settlement Agreement, executed by the Piikani Nation on the ____ day of _____, 20____, including explaining any legal implications of the Compensation Balance being deposited into an account at a Financial Institution in accordance with Article 2.0 rather than into an account managed by Canada for the Piikani Nation pursuant to the *Indian Act* (the "Legal Issues");
3. THAT I participated in the following Information Meeting(s) called for the purpose of explaining to the Members the Legal Issues:

Location/Forum of Meeting(s):

Date(s) and Time(s):

4. THAT I made a presentation at the Information Meeting(s), to the Members that participated, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s); and
5. THAT I was also available, as needed, to answer Members' questions about Legal Issues, including any Members who did not participate in the Information Meeting.

Witness Signature: _____)

Name of Witness: _____)

Address: _____)

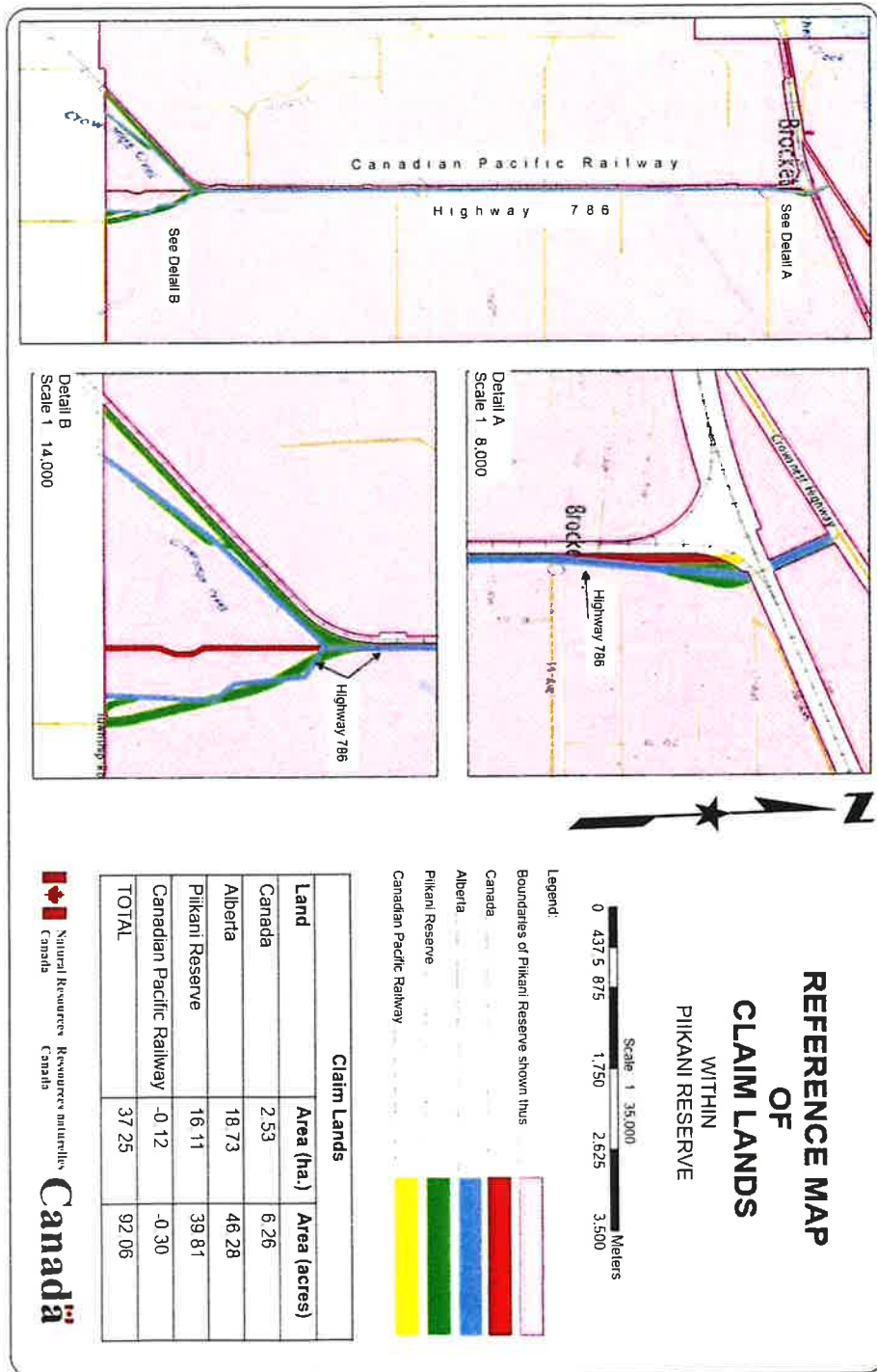
Date: _____)

(On or after date of execution by the Piikani Nation)

Jeremy Bouchard
Barrister and Solicitor

PIIKANI NATION IR 147 HIGHWAY 786 SPECIFIC CLAIM SETTLEMENT AGREEMENT

SCHEDULE 2 – REFERENCE MAP OF CLAIM LANDS



**PIIKANI NATION
IR 147 HIGHWAY 786 SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 3
FORM OF BAND COUNCIL RESOLUTION FOR PAYMENT**

The Piikani Nation hereby authorizes and directs Canada to pay the Compensation Balance set out in Article 2.0 of the IR 147 Highway 786 Specific Claim Settlement Agreement in accordance with the Direction to Pay attached hereto.

The Piikani Nation, by its Council:

The Piikani Nation, by its Council:

<u>EXAMPLE ONLY – DO NOT SIGN</u>	_____
Chief	DATE
<u>EXAMPLE ONLY – DO NOT SIGN</u>	_____
Councillor	DATE
<u>EXAMPLE ONLY – DO NOT SIGN</u>	_____
Councillor	DATE

NOTE: the number of signature lines should equal the number of council members, and each council member's name should be typed in under each signature line. At least a majority of elected Councillors must sign.]

DIRECTION TO PAY

TO CANADA:

Pursuant to the terms of the IR 147 Highway 786 Specific Claim Settlement Agreement, the Piikani Nation hereby directs Canada to pay any and all amounts owing to the Piikani Nation under the IR 147 Highway 786 Specific Claim Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: _____

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

REGISTERED ACCOUNT NAME: _____

REGISTERED ACCOUNT NUMBER: _____

AND THIS IS YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

The Piikani Nation, by its Council:

The Piikani Nation, by its Council:

~~EXAMPLE ONLY – DO NOT SIGN~~

Chief

DATE

~~EXAMPLE ONLY – DO NOT SIGN~~

Councillor

DATE

~~EXAMPLE ONLY – DO NOT SIGN~~

Councillor

DATE

AA



**PIIKANI NATION
IR 147 HIGHWAY 786 SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 4
FORM OF BAND COUNCIL RESOLUTION**

WHEREAS the Piikani Nation wishes to enter into the IR 147 Highway 786 Specific Claim Settlement Agreement (the "Settlement Agreement") with His Majesty in right of Canada.

AND WHEREAS the Council of the Piikani Nation held an Information Meeting for its Members on [date, time, and location/forum,] to explain the terms and conditions of the proposed Settlement Agreement.

AND WHEREAS legal counsel for the Piikani Nation explained the legal nature and effect of entering into the Settlement Agreement to the Council and to the Members who participated in the Information Meeting.

BE IT RESOLVED:

1. THAT the Piikani Nation hereby approves and assents to the terms and conditions of the Settlement Agreement initialled by the Parties, which settles the Claim as defined in the Settlement Agreement.
2. THAT the Council hereby agrees to sign all documents and do everything necessary to give effect to and to execute the Settlement Agreement on behalf of the Piikani Nation.

The Piikani Nation, by its Council:

The Piikani Nation, by its Council:

EXAMPLE ONLY – DO NOT SIGN
Chief

DATE

EXAMPLE ONLY – DO NOT SIGN
Councillor

DATE

EXAMPLE ONLY – DO NOT SIGN
Councillor

DATE



**PIIKANI NATION
IR 147 HIGHWAY 786 SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

**SCHEDULE 5
NON-CONFIDENTIAL ARTICLES**

The following Articles in this Settlement Agreement are not subject to confidentiality or settlement privilege and can be disclosed to third parties without the prior written consent of the other Party. Such disclosure does not constitute waiver of confidentiality and settlement privilege over any other document or communication in connection with the negotiation and settlement of the Claim.

1.1 (b) "**Claim**" means all matters, issues and allegations contained in the submissions of the Piikani Nation under the Specific Claims Policy or any Proceeding, arising or resulting from the same or substantially the same facts upon which the IR 147 Highway 786 Specific Claim is based, and any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to or arising or resulting from Canada's failure to:

- i. authorize Alberta's taking of the Claim Lands starting in 1922;
- ii. authorize any Person's use of the Claim Lands from 1922;
- iii. prevent trespass on the Claim Lands;
- iv. obtain adequate compensation for the Claim Lands;
- v. seek or provide compensation for the severance damage or injurious affection to the Piikani Nation's reserve lands resulting from Highway 786; and
- vi. ensure that the portions of the Claim Lands transferred to Alberta for Highway 786 that were subsequently abandoned were returned to the Piikani Nation's reserve.

1.1(c) "**Claim Lands**" means those lands totalling approximately 92.06 acres of Piikani Nation's reserve lands taken for the construction of Highway 786 through IR 147, as depicted in Schedule 2.

1.1 (l) "**Member**" means a person whose name appears or who is entitled to have their name appear on the Band List of the Piikani Nation.

1.1 (p) "**Party**" means either the Piikani Nation or Canada.

1.1 (q) "**Person**" means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, union, governmental body including provincial, territorial, regional and municipal governments, First Nation, self-governing

First Nation, *Indian Act* band or Indigenous group, including, without limitation, any past, present or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns.

1.1 (r) "**Piikani Nation**" means the Piikani Nation, a "band" within the meaning of the *Indian Act*, as represented by its Council.

1.1(s) "**Proceeding**" means any legal proceeding, action, cause of action, suit, claim, specific claim, or demand whatsoever, known or unknown, whether in law, in equity or otherwise.

4.1 The Piikani Nation forever releases and discharges Canada and any of its ministers, officials, servants, employees, agents, successors and assigns from, and will not assert, any liability or bring any Proceeding that the Piikani Nation, its successors or assigns, or its past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation, *Indian Act* band, or Indigenous group 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:

(a) any aspect of the Claim;

4.2 The Piikani Nation, or any of its successors and assigns, or any of its past, present, or future Members or their heirs and descendants will not bring any Proceeding against any Person with respect to the Claim.

4.3 The Piikani Nation, or any of its successors and assigns, or any of its past, present, or future Members, or their heirs and descendants:

(a) will not challenge the validity of any patent, title, or interest held by any Person in the Claim Lands; and

(b) will not interfere with any Person's use, enjoyment, and quiet possession of the Claim Lands

on the basis that they were, are, or ought to have been reserve lands.

4.4 Any Person is entitled to rely upon and benefit from Article 4.3, which will operate conclusively as an estoppel to preclude the Piikani Nation, or any of its successors and assigns, or any of its past, present or future Members, or their heirs and descendants from asserting a position contrary to Article 4.3 or bringing a Proceeding in which they assert a position contrary to Article 4.3.



- 4.5 Articles 4.1(a), 4.2, 4.3, 4.4, 4.5, any defined terms used therein, and Schedules 2 and 5 are not subject to confidentiality and settlement privilege, and any Party may disclose them to anyone, otherwise make them public and tender them as evidence in any Proceeding. Such disclosure or publication does not constitute waiver of confidentiality and settlement privilege over any other provision of this Settlement Agreement, document, or communication in connection with the negotiation and settlement of the Claim. The relevant provisions are set out in Schedule 5 and may be published to facilitate disclosure.

SCHEDULE 2 – REFERENCE MAP OF CLAIM LANDS

SCHEDULE 5 – NON-CONFIDENTIAL ARTICLES