

October 10, 2001

ACCESS AGREEMENT

THIS ACCESS AGREEMENT dated the _____ day of _____, 2001

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
represented by the Minister of National Defence
(hereinafter called "Canada")

("Canada")

-and-

COLD LAKE FIRST NATIONS
represented by Chief and Council of Cold Lake First Nations
(hereinafter called "CLFN")

("CLFN")

-and-

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA
represented by the Minister responsible for Aboriginal Affairs
and Northern Development
(hereinafter called "Alberta")

("Alberta")

WHEREAS Canada requires an area of land in the Provinces of Alberta and Saskatchewan for the purposes of national defence;

AND WHEREAS Canada and Alberta entered into an Agreement effective 01 April 1954 which has been replaced or amended by Agreements dated 13 November 1978 and 17 January 1986, which latter Agreement dated 17 January 1986 continues in effect (hereinafter referred to as the "Principal Agreement");

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AND WHEREAS the said Alberta land and adjacent land in Saskatchewan together form the Cold Lake Air Weapons Range, also known as the Primrose Lake Air Weapons Range, (hereinafter referred to as the "Range"), which is a single entity used currently and intended to 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;

AND WHEREAS the Principal Agreement provides that the Range is for the exclusive use of Canada subject to such access for non-defence purposes as Canada may from time to time permit Alberta or other persons;

AND WHEREAS the Principal Agreement recognizes that Canada has no right to any of the natural resources in the Range, or any right to explore for, develop, win, work, recover or use any of those natural resources;

AND WHEREAS the people of Cold Lake First Nations (the Denesoun' lini) traditionally lived in and derived their livelihood from lands in Alberta and Saskatchewan, some of which are now included in the Range, and wish to continue to use such lands for harvesting and other purposes in the future;

AND WHEREAS after the Range was established in 1952 the Denesoun' lini were removed from and prevented from living in or having access to the Range and lost the support and sustenance of their traditional use lands;

AND WHEREAS the loss of livelihood and other grievances of the Denesoun' lini with respect to the establishment of the Range were inquired into and described in the Report of the Cold Lake Inquiry issued by the Indian Specific Claims Commission in August 1993;

AND WHEREAS on 01 March 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 Cold Lake First Nations related to the creation of the Range;

AND WHEREAS Canada and Cold Lake First Nations now wish to take remedial measures to address the severe and abrupt impact that the creation of the Range has had on the Cold Lake First Nations community as a whole;

AND WHEREAS access to and use of the lands within the Range is an important element in the final resolution of the said grievances of Cold Lake First Nations and Canada is prepared to grant access for such purpose;

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AND WHEREAS Alberta has agreed, subject to compliance with applicable provincial legislation, that members of Cold Lake First Nations may engage in the activities within the Range as set out in this Agreement;

AND WHEREAS this Agreement relates to Cold Lake First Nations only and does not provide any rights of access to, entry upon, or use of the Range or any other activity on the Range to any other person except as specifically provided for in the Agreement;

AND WHEREAS Canada and Alberta agree that Cold Lake First Nations will have access to the Range and the parties wish to document the terms and conditions of such access to the Range in the manner hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSETH that it is mutually agreed by and between the parties as follows:

DEFINITIONS

- 1.1 a. "Access Area" means, for the purposes of this Agreement only, the lands, in the Province of Alberta, delineated on the map attached as Appendix "A" and which are now occupied by the Range that prior to the creation of the Range were used and occupied by the Denesoun'lini for support and sustenance and to which access is being provided in this Agreement;
- b. "Advisory Committee" means the committee referred to in Article 9.2;
- c. "Agreement" means this Access Agreement including the attached appendices;
- d. "Activities" means the activities of CLFN or its Members, Guests or Employees conducted on the Range under this Agreement;
- e. "Base" means 4 Wing Cold Lake, also known as Canadian Forces Base Cold Lake, in the Province of Alberta;
- f. "Cold Lake First Nations", "CLFN" and "Denesoun'lini" means Cold Lake First Nations Band or Chief and Council of Cold Lake First Nations or, if the context requires, Members of Cold Lake First Nations;

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- g. "CLFN Community Liaison Office" means the CLFN office responsible for control and supervision of access to, entry upon, and use granted by the Wing Commander of any part of the Range to which CLFN, its Members, Guests, and Employees have the right of access and use in accordance with this Agreement;
- h. "Consultation" means
- a. the provision, to the party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
 - b. the provision of a reasonable period of time in which the party to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the party obliged to consult; and
 - c. full and fair consideration by the party obliged to consult of any views presented;
- i. "Date of Execution" means the later of the dates on which this Agreement is executed respectively by CLFN, Canada and Alberta;
- j. "Employee" means a person employed by CLFN or a person employed by a Member of CLFN for the purpose of assisting CLFN or a Member in activities in the Range;
- k. "Guest" means a person invited by CLFN or a person invited by a Member of CLFN to accompany one or more of its Members onto the Range to participate in heritage or cultural activities as set out in Article 7.4, to provide expert or consultative services to CLFN respecting its activities on the Range, or to conduct research on behalf of CLFN or one of its Members;
- l. "Member" means a person whose name appears on the Cold Lake First Nations Band List as that term is defined in the *Indian Act* (R.S.C. 1985, c. 1-5, as amended), or a person who is entitled to be on the Band List pursuant to the provisions of section 8 of the *Indian Act*;
- m. "Principal Agreement" means the Agreement between the Government of Canada and the Government of the Province of Alberta effective 01 April 1954, and any other Agreement that replaces or amends that Agreement;

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- n. "Range" or "CLAWR" or "Air Weapons Range" or "Primrose Lake Air Weapons Range" means the Cold Lake Air Weapons Range;
- o. "Wing Commander" means the Commander of 4 Wing Cold Lake duly appointed from time to time or his representative or, in the absence of the Wing Commander or his representative, the Minister of National Defence or any person authorized by the Minister of National Defence to act on his behalf to exercise the powers and privileges to be exercised by the Wing Commander under this Agreement.

GENERAL

- 2.1 Whenever the approval of the Wing Commander is required by this Agreement, it is understood and agreed that such approval shall not be unreasonably withheld in any circumstances.
- 2.2 No part of this Agreement may be assigned.
- 2.3 The parties intend that there will be no conflict between this Agreement and the Principal Agreement. Nevertheless should there be a conflict between the Principal Agreement and this Agreement, the Principal Agreement shall prevail to the extent of the conflict.
- 2.4 This 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.
- 2.5 This Agreement is not an acknowledgement by Canada of any existing aboriginal or treaty rights to the lands and resources located in the Access Area.
- 2.6 While Canada recognizes the economic and social impact of the creation of the Range on the 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.
- 2.7 Notwithstanding this Access Agreement, CLFN agrees that Canada has the right to exercise the emergency powers under the *National Defence Act* (Ch.N-5, R.S.C. 1985 as amended) or the *Emergencies Act* (C. E- 4.5, R.S.C. 1985 as amended) to terminate or suspend the privileges granted under this Access Agreement in times of emergency and to take possession, operation or management of any property installed on the Range as may be

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necessary for defence purposes, subject to the right of the owners of such property to compensation pursuant to the *National Defence Act* or the *Emergencies Act*.

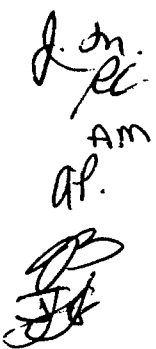
- 2.8 Notwithstanding this Access Agreement, the parties acknowledge that all applicable Alberta laws and regulations, including laws respecting the management of natural resources, and all rights granted thereunder, continue to apply.
- 2.9 Nothing in this Agreement affects Canada's or Alberta's rights or obligations set out in the Principal Agreement nor any right of access that Alberta has acquired or may acquire in accordance with the Principal Agreement for the purpose of mineral development, or any other purpose contemplated by the Principal Agreement, or any assignment of those rights.

APPENDICES

- 3.1 The following Appendices are attached to and form part of this Agreement:
- a. Appendix "A", which delineates the lands in Alberta and Saskatchewan comprising the Range and the lands in Alberta to which access is being granted under this Agreement (the Access Area);
 - b. Appendix "B", which is an Acknowledgment Form; and
 - c. Appendix "C", which is a Protocol on Heritage Resources;
 - d. Appendix "D", which is the Traditional Use Map, prepared by CLFN elders on which is shown the traditional Denesou'lini family sites and place names within the Range as recalled by the elders.
 - e. Appendix "E", which is a Protocol on Contracting, Procurement and Employment;

DURATION

- 4.1 The effective date of this Agreement is the Date of Execution.



- 4.2 This Agreement shall continue until such time as Canada ceases to have the right to control access to the lands delineated on Appendix "A", or until it is terminated by mutual consent of the parties.
- 4.3 In the event that the Principal Agreement is to be terminated, or that Canada will cease to have the right to control access to the Range, the parties hereto will meet and use their best efforts to ensure the continuance of the CLFN access rights described in this Agreement. Canada shall give notice of termination or change of control to CLFN of not less than 12 months.
- 4.4 It is understood that CLFN is not a party to and does not have the right to be present during any negotiations between Canada and Alberta concerning the Principal Agreement.
- 4.5 Notwithstanding Article 4.4, the following procedures will apply with respect to any negotiations between Canada and Alberta with respect to the amendment or replacement of the Principal Agreement:
- a. Canada shall notify CLFN upon entering into any negotiations with Alberta with respect to the amendment or replacement of the Principal Agreement. Canada shall identify, and keep CLFN informed about, the subject matter of the proposed amendment or replacement in sufficient detail to enable CLFN to present its views;
 - b. CLFN will be given a full opportunity to present its views to Canada and Alberta, including a face to face meeting if CLFN so requests, and such views will be fairly considered by Canada and Alberta;
 - c. After the process described above has been completed, and not less than 30 days before the signing of any Agreement with Alberta, Canada will give notice to CLFN of any proposed amendment to, or replacement of, the Principal Agreement.
- 4.6 A formal review of this Agreement will take place no later than five years after the Date of Execution, and sooner if all parties agree, and thereafter at every fifth anniversary of the Date of Execution, at which time any party may propose amendments to this Agreement.
- 4.7 Notwithstanding Article 4.6, this Agreement may be amended at any time with the concurrence of the Wing Commander, the Chief and Council of CLFN and Alberta.

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HERITAGE RESOURCES AND PROTECTION OF THE ENVIRONMENT

- 5.1 Canada and Alberta agree that they will protect and preserve heritage resources which are identified now or in the future on lands in Alberta within the Range in accordance with applicable legislation and regulations and the terms, conditions and procedures described in the protocol attached as Appendix "C" to this Agreement.
- 5.2 Canada and Alberta agree that CLFN may place a memorial near to or at the entrance to the Range in the vicinity of the Primrose Lake Road to commemorate the use of lands within the Range by the Denesoun'lini since time immemorial.
- 5.3 All of the parties recognize that protection of the environment of the Alberta portion of the Range is a matter of mutual concern and they agree to work together to protect the environment having regard to the impact on the environment caused by normal military operations.
- 5.4 The protection of the environment and of heritage resources are subjects which the parties may discuss at meetings of the Advisory Committee referred to in Article 9.2.

CONTRACTING, PROCUREMENT AND EMPLOYMENT

- 6.1 Canada agrees that it will provide assistance to CLFN and its Members in relation to contracting, procurement or employment by Canada as described in the protocol attached to this Agreement as Appendix "E".

ACCESS - CLFN

- 7.1 Canada hereby grants to CLFN and its Members access to the Access Area for the following activities and for the monitoring of such activities:
 - a. trapping;
 - b. fishing for domestic and commercial purposes;
 - c. hunting big game and wildlife;
 - d. harvesting fruits and berries, wild mushrooms, roots, dye plants and natural medicines;



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- e. heritage or cultural activities, including periodic visits to the Range by elders and other members of CLFN;
- f. gathering bark and other materials for crafts and specialty forest products provided, subject to Article 7.2, that no logging takes place;
- g. undertaking archaeological and historical research as may be permitted by the Wing Commander;
- h. such other activities as may be agreed to in writing by the Wing Commander from time to time.

7.2 a. Subject to compliance with Alberta laws and regulations, including the requirements of the *Forests Act*, Canada grants to CLFN, and its Members and Employees, access to the Access Area to cut and remove timber for the purpose of fire suppression, fire protection, and fire and disease prevention only, and for selective cutting for the purpose of log house construction on reserve.

b. Access is subject to the written approval of the Wing Commander and Alberta. In considering a request for approval, the Wing Commander and Alberta will take into account a number of factors including but not limited to:

- location;
- time;
- the route used to enter and exit the cutting areas;
- the quantity of timber to be cut and removed;
- the method of cutting and removal of timber to be used;
- impact upon the operational effectiveness of the CLAWR.

- c. No cutting or removal of timber will be permitted that has an adverse impact on the environment or the integrity of the forest canopy.
- d. Nothing in this clause is intended to prevent CLFN from carrying out logging which may be required for other activities as authorized under the Principal Agreement.

7.3 Canada hereby grants to Employees of Members of CLFN, who are CLFN Commercial Fishing Licence holders, access to the Access Area for the sole purpose of assisting in the commercial harvesting of fish in the presence of the license holder, in accordance with applicable laws and regulations.

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- 7.4 Canada hereby grants to Guests of CLFN access to the Access Area for the purpose of attending or participating in heritage or cultural activities, other than heritage or cultural activities involving the harvesting of fish or other wildlife, or for the purpose of conducting research or providing advice relating to the activities described in Articles 7.1 and 7.2 above.
- 7.5 Subject to Article 7.1.h., CLFN agrees that the activities described in Article 7.1 do not include the provision of outfitting or guiding services.
- 7.6 Access to the Access Area by CLFN, its Members, Guests and Employees is subject to:
- a. compliance with all applicable federal and provincial laws and regulations including those relating to conservation and safety;
 - b. there being no access sooner than ninety (90) days after the Date of Execution without the written consent of the Wing Commander;
 - c. the Wing Commander's prior written approval of:
 - i) times, entry and purpose of access; and
 - ii) the locations of such access.
- 7.7 Access to or use of the airspace above the Access Area by CLFN or its Members, Guests or Employees is prohibited unless CLFN has first obtained the written approval of the Wing Commander.
- 7.8 Subject to all applicable federal and provincial laws and regulations, Canada and Alberta agree that with the written concurrence of the Wing Commander and Alberta, CLFN, at its own expense, may construct access routes for the purpose of conducting activities described in Articles 7.1 and 7.2, provided the location and nature of such routes will cause no more than minimal interference with defence purposes. Without limiting the generality of the foregoing, such access routes include:
- a. foot paths;
 - b. snowmobile trails; or
 - c. other types of access routes as may be authorized in writing by the Wing Commander.

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Access routes are to be no wider than eight feet (8'), and are not to be paved or constructed of permanent materials such as concrete, asphalt or gravel. The Wing Commander and Alberta retain a right of inspection of any and all routes constructed within the Range.

- 7.9 Subject to all applicable federal and provincial laws and regulations, Canada agrees that CLFN, after having received the written concurrence of the Wing Commander, may construct at its own expense facilities in support of the activities set out in Articles 7.1 and 7.2, provided the location and nature of such facilities will cause no more than minimal interference with defence purposes. Such facilities may include:
- a. tents and tent frames;
 - b. traditional use cabins;
 - c. fuel caches;
 - d. fish drying racks; or
 - e. other facilities as authorized in writing by the Wing Commander.

The Wing Commander and Alberta retain a right of inspection of any and all facilities constructed within the Range.

- 7.10 Unless the Wing Commander specifically authorizes in writing, all facilities or routes will be at least 500 metres from any existing targets as determined by the Wing Commander.
- 7.11 For greater certainty, it is understood that Canada and Alberta may grant CLFN access to lands within the Range outside of the Access Area for special purposes, including for access to CLFN burial or other heritage sites in accordance with the procedures set out in this Agreement.
- 7.12 a. For so long as CLFN is entitled to access to, entry upon and use of the Access Area under this Agreement, Canada agrees that it shall not grant access to any other person, for the activities permitted in Article 7 without the consent of Alberta in writing and after having first consulted with CLFN with respect to such access;
- b. Provided that this Article 7.12 does not apply to access granted by Canada to the holder of an Alberta commercial fishing licence or the

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holder of an Alberta permit for the removal of timber for the purpose of fire suppression or fire protection or fire and disease prevention.

SECURITY AND SAFETY

- 8.1 In the event of an emergency arising from or pertaining to the activities of CLFN which constitutes a danger to persons or property, CLFN shall have the immediate right, upon notice to and with the approval of the Wing Commander, of access to, entry upon and use of that part of the Range where the danger is located to take any action that is reasonably necessary in the judgement of CLFN to remove or abate the danger.
- 8.2 CLFN acknowledges that flights over the Range may occur at any time and at any altitude and speed and agrees with the need for the Wing Commander to control the activities of CLFN, its Members, Guests and Employees in the Access Area in order to protect personnel and equipment and to safely conduct military activities.
- 8.3 CLFN acknowledges that access will not be provided to those parts of the Range that fall within the areas delineated as Jimmy Lake Range and the Primrose Lake Evaluation Range on Appendix A ~~AS~~ without the specific approval of the Wing Commander.
- 8.4 CLFN agrees to:
- a. act in accordance with all applicable federal and provincial laws and regulations;
 - b. comply with all directions and instructions related to security and safety issued by or on behalf of the Wing Commander including but not limited to the Government Property Traffic Regulations, Defence Controlled Access Area Regulations, and Base Standing Air Weapons Range Safety Orders published by the Wing Commander, as amended from time to time;
 - c. regularly advise those persons it authorizes to enter the Access Area that if any person finds any potentially explosive object or potentially noxious, chemical or radioactive substance on the Range, that person shall cease all activity in the area of the object or substance and forthwith advise the Wing Commander, through the CLFN Community Liaison Office, of the existence of the object or substance and that no

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person shall recommence activities until the Wing Commander has confirmed that the danger has been removed or abated;

- d. comply with all directions and instructions issued by or on behalf of the Wing Commander relating to access to and occupation and use of the Access Area, routes of access within the Access Area, times of activity and cessation of activity pursuant to this Agreement and the numbers, sizes and locations of all structures and facilities of CLFN in the Access Area.

8.5 Canada agrees:

- a. to use good flight planning and good airmanship when conducting any flights to avoid, to the greatest extent possible, but not so as to interfere with the objectives of military training, overflying those parts of the Access Area to which access has been granted and that CLFN has advised Canada are being used;
- b. that military aircraft shall not fire live ammunition or weapons at targets that are within two nautical miles (3.7 km.) of any manned activity authorized pursuant to this Agreement, where the manned activity is on the same side of the target as the aircraft firing or about to fire live ammunition. Military aircraft shall not fire live ammunition or weapons at targets that are within three nautical miles (5.5 km.) of any manned activity authorized pursuant to this Agreement, where the manned activity is on the opposite side of the target as the aircraft firing or about to fire live ammunition;
- c. not to use lasers within nine nautical miles (17 km.) of any manned activity authorized pursuant to this Agreement;
- d. to provide CLFN information about the types of munitions that may be encountered on the Range and safety procedures to follow if any munitions are found; and
- e. that when notified pursuant to Article 8.4 c of the existence of any potentially explosive object or potentially noxious, chemical or radioactive substance without unreasonable delay to take steps to abate any potential danger.

8.6 The Wing Commander shall take any necessary and reasonable precautions to demolish, destroy, remove or otherwise render harmless any unexploded ordnance, noxious chemical or radioactive substance of which he becomes

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aware or which may be found by a Member or other person, and where the Member or person has, through the CLFN Community Liaison Office or directly, advised the Wing Commander.

- 8.7 CLFN agrees with the need to immediately vacate any area required by the Wing Commander for the purposes described in Article 8.6. CLFN will use its best efforts to ensure that persons authorized to be in the Access Area leave such area and will not authorize any further access to such area to any person until advised it is safe to do so by the Wing Commander.

ACTIVITY PLAN

- 9.1 CLFN Community Liaison Office, shall prepare an Activity Plan or Plans for each six (6) month period outlining the timing and extent of all its proposed activities, and shall submit the Activity Plan to the 4 Wing Range Activities Officer and Alberta. If CLFN does not prepare and submit an Activity Plan or Plans, CLFN agrees that access to the Access Area may be denied.
- 9.2 CLFN shall meet with the Wing Commander and Alberta twice each year in the spring and in the fall, at a time and place agreed by the parties, to review the Activity Plan referred to in Article 9.1 and obtain the approval of the Wing Commander and Alberta of the anticipated nature, location and timing of activities for the following six (6) month period, including, but without limiting the generality of the foregoing, access to and occupation and use of the Access Area, routes of access within the Access Area, time of activities and cessation of activities pursuant to this Agreement and the numbers, sizes and locations of all facilities of CLFN and its members in the Access Area. The parties recognize that additional meetings of the Advisory Committee may be required. The first meeting shall take place within three months of the signing of this Agreement.
- 9.3 At the meeting described in Article 9.2, the Wing Commander, Alberta and CLFN will review the preceding six months activities and identify issues that have arisen pertaining to this Agreement. All parties will use their best efforts to resolve such issues.
- 9.4 The parties may discuss of the meeting the protection of the environment of the Range described in Article 5.3, including the Alberta Boreal Caribou Research Program and other conservation issues.
- 9.5 CLFN, Alberta and the Wing Commander shall meet at a mutually acceptable time to consider any proposed revisions to the Activity Plan.

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- 9.6 The Wing Commander, in his sole discretion, may postpone and reschedule any activity or proposed activity of CLFN upon thirty (30) days written notice or, in case of urgent operational reasons, upon twenty-four (24) hours notice in writing and orally to Chief and Council or to the CLFN Community Liaison Office.

PARTICULAR RESPONSIBILITIES - CLFN

10. CLFN shall, through the CLFN Community Liaison Office, as outlined in 9 and subject to the Wing Commander's general supervision, in connection with its activities authorized under this Access Agreement:
- a. control and supervise access to, entry upon and use by its Members of the part of the Access Area to which they have access rights;
 - b. communicate to its Members such information concerning pertinent military activities as is made available by the Wing Commander;
 - c. supply to the Wing Commander or Alberta any information that the Wing Commander or Alberta may request concerning its Members' activities on the Range;
 - d. notify the Wing Commander and Alberta of the existence of any emergency and the action proposed to deal with the emergency;
 - e. ensure the fullest possible communication with the Wing Commander so as not to cause interference with the activities of Canada and to ensure strict compliance with the terms of this Agreement;
 - f. give the Wing Commander 30 days notice and 7 days confirmation notice of the commencement of any of its activities scheduled under the Activity Plan;
 - g. maintain a written list of all Members, Guests and Employees in the Access Area, recording their name, date of entry, location in the Access Area, intended purpose in the Access Area and make such list available to the Wing Commander upon request;
 - h. ensure that every person it authorizes to enter the Access Area in accordance with this Agreement signs a written acknowledgment in the form attached at Appendix "B" to this Agreement and maintain the acknowledgment in a safe and secure location and provide said acknowledgment to the Wing Commander or Alberta upon request;

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- i. establish and manage a communication system sufficient to permit contact within 24 hours of notification by the Wing Commander with all persons it authorizes to be in the Access Area, all of whom shall report and clear with the CLFN Community Liaison Office all of their entries to, activities in and exits from the Access Area prior to all such entries, activities and exits;
- j. contact all Members, Guests and Employees in the Access Area and advise them to leave the Access Area forthwith when advised by the Wing Commander of the postponement or rescheduling of any activity under article 9.6;
- k. post clearly marked signs, at its own expense, at all points of access to the Access Area advising that access is prohibited to all CLFN Members unless they have received specific authorization from the CLFN Community Liaison Office;
- l. advise the Wing Commander of all points of access to the Access Area;
- m. co-ordinate with the 4 Wing Range Activities Officer access to the Access Area through all access points or routes; and
- n. have the right to deny access to any Member, Guest, or Employee who wilfully disregards any term of this Agreement, the Base Standing Air Weapons Range Orders, or any other publication or direction issued by or on behalf of the Wing Commander and communicated to the CLFN Community Liaison Office.

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PARTICULAR RESPONSIBILITIES - CANADA

11. The Wing Commander shall:
- a. provide semi-annually, or more often if reasonably requested by CLFN, appropriate information concerning impending pertinent major military activities on the Range to the CLFN Community Liaison Office to the extent that such activities may impact on the activities of CLFN;
 - b. keep the CLFN Community Liaison Office fully informed as to any military activities which might affect CLFN's activities;
 - c. provide the CLFN Community Liaison Office with a safety overprinted map identifying the location of fixed targets and their respective

impact areas, any hazardous or suspected hazardous areas, the location of active airfields, and all areas out of bounds under this Agreement, provided that the said map not be shown to any third party without prior consent of the Wing Commander, and keep CLFN fully briefed and informed about this information;

- d. have the right to remove and to deny access hereunder to any CLFN Member, Guest, or Employee who wilfully disregards any term of this Agreement, Base Standing Air Weapons Range Orders, or any other direction or instruction issued by or on behalf of the Wing Commander and communicated to CLFN.

INDEMNIFICATION OF CANADA

12.1 CLFN and its successors shall at all times after the Date of Execution of this Agreement be responsible to indemnify and keep Canada indemnified against all loss, damage, costs, claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against Canada by reason of or arising out of any of the following:

- a. the construction, maintenance or operation of all access routes and facilities within the Range by CLFN, its Members, Guests or Employees, in, on or over the Access Area unless caused by the gross negligence or wilful misconduct of Canada or its agents;
- b. any act or omission by CLFN, its Members, Guests or Employees in relation to the activities of CLFN in the Access Area, including the use of access routes and facilities, unless such act or omission is caused by the gross negligence or wilful misconduct of Canada, its agents or as the result of an order given by Canada to CLFN;
- c. any damage to persons, facilities or equipment within the Range of CLFN, its Members, Guests, or Employees caused by live firing, use of lasers or explosion of munitions utilized during military training exercises or from any contact with noxious chemical or radioactive substances unless such damage is caused by the gross negligence or wilful misconduct of Canada or its agents.

12.2 CLFN specifically acknowledges that it has been informed by Canada of:

- a. the use and potential dangers of laser targeting systems used above the surface of the Range or on the Range;



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- b. the presence of unexploded shells, bombs, or explosive devices or substances as well as chemical or radioactive substances existing in, or on, the surface of the Range;
 - c. the potential dangers posed by low flying aircraft at both supersonic and subsonic speeds.
- 12.3 Canada specifically acknowledges its continuing responsibility to keep CLFN and its Members, Employees and Guests fully informed of the matters referred to in Article 12.2.
- 12.4 CLFN shall repair all damage caused by the activities of CLFN, its Members, Employees, or Guests to property and installations owned by Canada in the Range, or shall pay to Canada the reasonable costs of repairing such damage.

INDEMNIFICATION OF ALBERTA

- 13.1 Canada and CLFN will at all times after the Date of Execution of this Agreement be jointly and severally responsible to indemnify and keep Alberta indemnified against all loss, damage, costs, claims, demands, actions, suits or other legal proceeding by whomsoever made or brought against Alberta by reason of or arising out of any of the following:
- a. the access to, entry upon and use of the Access Area by CLFN, its Members, Employees or Guests, unless caused by the gross negligence or wilful misconduct of Alberta or its agents;
 - b. the construction, maintenance or operation of all access routes and facilities of CLFN, its Members, Employees or Guests, in, on or over the Access Area, unless caused by the gross negligence or wilful misconduct of Alberta or its agents.
- 13.2 Canada shall repair all damage resulting from its activities as stipulated in the Principal Agreement, and CLFN shall repair all damage resulting from its activities or the activities of its Members, Employees or Guests to property or installations owned by Alberta on the Range, or shall pay to Alberta the reasonable costs of repairing such damage.

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DISPUTE RESOLUTION

14. In the event of a dispute between the parties to this Agreement, the parties agree to explore the resolution of such disputes through negotiation or other appropriate dispute resolution procedures, including non-binding mediation, reference to a mutually agreed upon fourth party, or arbitration before resorting to litigation.

REMOVAL OF PROPERTY

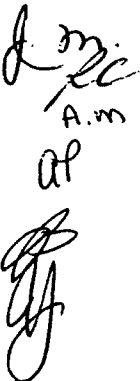
15. CLFN shall have the right at any time and, from time to time, with the approval of the Wing Commander, and subject to applicable provincial laws and regulations, to remove from the land any or all property, whether real or personal or whether a fixture or otherwise, placed on the land by CLFN, its Members, Guests or Employees.

REPRESENTATIONS AND WARRANTIES OF CLFN

16. CLFN represents and warrants that:
- a. it has retained legal counsel to advise CLFN with regard to this Agreement;
 - b. its legal counsel has fully explained to the Chief and Councillors and to the Members of CLFN present at an information meeting the legal nature and effect and implementation of this Agreement including, without limitation, CLFN's obligations under this Agreement; and
 - c. an independent interpreter fluent in the native language of CLFN Members was present and available to those Members in need of an interpreter (if there were any such Members) at all times during the information meeting.

CLFN'S RELEASE

17. In consideration of this Access Agreement, CLFN and its successors agree to:
- a. release and discharge Canada and its respective Ministers, officials, servants, employees, agents, former or present, and successors from any action, cause of action, suit, claim or demand whatsoever,



J.M.
A.M.
at
[Signature]

whether known or unknown, and whether in law, equity or otherwise, which CLFN, its Members, Guests, and Employees 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 with respect to any loss arising directly or indirectly from access to, entry to, or use of the Range as provided by this Agreement, including any such loss relating to military activity, aircraft, aircraft noise, laser targeting systems, shells, bombs, rockets, explosive objects, noxious, chemical or radioactive substances, unless caused by the gross negligence or wilful misconduct of Canada or its Ministers, officials, servants, agents or employees;

- b. not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which CLFN, its successors, and the past, present and future Members of CLFN, its Guests, and Employees, 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 its respective Ministers, officials, servants, employees, agents, former or present, and successors with respect to any loss that might be related to access to, entry upon, or use of the Range as provided by this Agreement, including those arising directly or indirectly from military activity, aircraft, aircraft noise, laser targeting systems, shells, bombs, rockets, explosive objects, noxious, chemical or radioactive substances unless caused by the gross negligence or wilful misconduct of Canada or its Ministers, officials, servants, agents or employees;

18. Canada and CLFN acknowledge that nothing in this Agreement is intended to amend or modify the general release in Article 33 of the Settlement Agreement.

NOTICES

19. a. All notices authorized or required to be given under this Access Agreement shall be given in writing and either delivered by hand, mailed by registered or certified first class mail, postage prepaid, or sent by telecommunications as follows:



Don. RC
A.M.
at
[Signature]

To 4 Wing:

Wing Commander
4 Wing Cold Lake
P.O. Box 6550 Stn Forces
Cold Lake AB T9M 2C6

Fax (403) 840-7341

To Cold Lake:

Chief and Council
Cold Lake First Nations
Box 1769
Cold Lake AB T9M 1P1

Fax (403) 594-3577

To Alberta:

Executive Director
Aboriginal Land Claims
Alberta Aboriginal Affairs and Northern Development
1630 Phipps-McKinnon Building
10020 - 101 A Avenue
Edmonton AB T5J 3G2

- J. M.
Re
A.M.
at
J*
- b. Any notice, request, consent or other document shall be deemed to have been given and received, if delivered, on the day on which it was delivered, and if mailed, on the third business day following the day it was mailed, if sent by telecommunications, on the first business day following the day it was dispatched;
 - c. No party shall mail any notice, request, consent or other document under this Access Agreement during any period in which Canadian postal workers are on strike or if any such strike is imminent and may be anticipated to affect the normal delivery of the notice, request, consent or other document; and
 - d. A party may change its address for the receipt of notices, requests, consents and other documents at any time by giving notice of the change to the other parties.

*J.P.
C*

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

IN WITNESS WHEREOF this Access Agreement has been executed by the Minister of National Defence representing Her Majesty the Queen in right of Canada, the Alberta Minister responsible for Aboriginal Affairs and Northern Development representing Her Majesty the Queen in right of Alberta and by the Chief and Council of Cold Lake First Nations representing Cold Lake First Nations.

EXECUTED by the)
Minister of National Defence)
Signature:)
Name of Witness:)
Address:) _____
Minister of National Defence)

EXECUTED by the)
Alberta Minister for Aboriginal)
Affairs and Northern Development)
Signature:)
Name of Witness:) _____
Minister responsible for)
Aboriginal Affairs and Northern)
Address) Development

APPROVED pursuant to the *Alberta Governmental Organization Act*, S.A. 1994, chapter G 8.5.

Minister of International and Intergovernmental Relations



EXECUTED on behalf of COLD LAKE)
FIRST NATIONS by the)
Council of the COLD LAKE FIRST)
NATIONS)
in the presence of:)

Chief

Signature:)

Councillor

Name of Witness:)

Councillor

Address:)

Councillor

Councillor

Councillor

(As to all signatures))

Councillor

IN WITNESS WHEREOF the negotiators for Canada, Alberta and COLD LAKE FIRST NATIONS have initialed this Access Agreement for the purpose of showing that an agreement-in-principle has been achieved by the said negotiators.

*J.M.
R.C.
A.M.
A.P.
[Signature]*

For Canada

Witness: _____)

Date: _____)

Negotiator

For Cold Lake First Nations

Witness: _____)

Date: _____)

Negotiator

Negotiator

[Handwritten signature]

For Alberta

Witness:

John [Signature]

Date:

October 10, 2001

)
)
)
)
)

[Signature]
Negotiator

R. M.
R.C.
A.M.
at.
[Signature]



[Signature]



NOTE:

1. Those areas of the Cold Lake Air Weapons Range within the Province of Alberta shown hatched in red diagonal lines are not included the Cold Lake First Nations Access Area.

2. Those areas of the Cold Lake Air Weapons Range (JLR and PLER areas) within the Province of Alberta shown outlined in blue and hatched in black diagonal lines have restricted access as per clause 8.3 of the Cold Lake First Nations Access Agreement.

Jan. 17 0 20 1



APPENDIX "A"
 (To the Alberta Access Agreement)

APPENDIX "B"

ACCESS TO COLD LAKE AIR WEAPONS RANGE

ACKNOWLEDGEMENT

1. I, _____, acknowledge that the Cold Lake Air Weapons Range is used by military aircraft for training and that flights take place at all times, altitudes and speeds. I acknowledge that these aircraft sometimes carry live weapons and use laser targeting systems. I also acknowledge that there may be unexploded bombs, shells, or other ordinance, or noxious chemical or radioactive substances on the Cold Lake Air Weapons Range.
2. If I discover unexploded bombs, shells, or other ordinance, or any noxious chemical or radioactive substance on the Cold Lake Air Weapons Range I shall immediately stop all activity in the area and report the location to the Cold Lake Community Liaison Office as soon as possible.
3. I freely and voluntarily assume the risk of any personal injury or property damage that may occur to me by virtue of my entry onto, and use of, the Cold Lake Air Weapons Range. On behalf of myself, and my heirs, executors, administrators and assigns, I agree to release and indemnify Her Majesty the Queen in Right of Canada, the Department of National Defence and the Canadian Forces, the officers, servants, agents and members thereof; Her Majesty the Queen in the Right of the Province of Saskatchewan, its employees, appointees, Ministers, officials, servants and agents; Her Majesty the Queen in the Right of the Province of Alberta, its employees, appointees, Ministers, officials, servants and agents, former or present, from all claims, demands, actions, causes of action, suits, or other proceedings I may have by virtue of or attributable to my entry upon the Cold Lake Air Weapons Range except where caused by the gross negligence or wilful misconduct of Canada, Alberta or Saskatchewan or their Ministers, officials, servants, agents or employees.

Dated this _____ day of _____, _____.

(witness signature)

(signature)

(print name)

(print name)

*J. on
RC
AM
AP.
[Signature]*

[Signature]

APPENDIX "C"

PROTOCOL ON THE PROTECTION AND PRESERVATION OF
HERITAGE RESOURCES
(ARTICLE 5)

GENERAL

1. Nothing in this Protocol is intended to modify or restrict the powers of the Province of Alberta to protect archeological and other historic resources in the Primrose Lake Air Weapons Range pursuant to the Historical Resources Act.
2. Canada and Alberta acknowledge the work which has been carried out by CLFN elders in connection with the preparation of the Traditional Use Map showing traditional family sites and Dene place names attached as Appendix "D".
3. It is the intention of the parties that to the extent possible CLFN elders will be actively involved in the implementation of this Protocol.

DEFINITIONS

4. In this Protocol "Denesoun' lini sites" means:
 - (a) archeological, historic and cultural sites within the Range relating to the Denesoun' lini;
 - (b) burial sites of the Denesoun' lini within the Range.

DENESOUN' LINI - CANADA

5. Canada will protect and preserve Denesoun' lini sites as provided herein. The following procedures will govern the identification and protection of such sites:
 - (a) CLFN shall provide Canada with a list of the sites to be protected with specific coordinates identifying their location and a description of the nature of such sites. DND shall assist CLFN in the establishment of the coordinates.

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A.M.
al
[Signature]

- (b) If DND agrees that a site should be protected, it shall take steps to ensure that the location is marked on maps and that bombing and other intrusive activities do not take place within 200 metres of the site in question. Where appropriate, heritage resource impact assessment studies or other conservation action shall be undertaken by DND in consultation with CLFN and Alberta.
- (c) If DND refuses to accept a site for protection, the question can be referred for further discussion to a meeting of the Advisory Committee referred to in Article 9.2. If the matter is not resolved, the parties may consider mediation or arbitration to resolve the question.

DENESOUN' LINI SITES - ALBERTA

- 6. Alberta will protect and preserve Denesoun' lini sites as may be permitted under Alberta legislation and regulations as provided herein. The following procedures will govern the identification and protection of such sites:
 - (a) CLFN shall provide Alberta with a list of the sites to be protected with specific coordinates identifying their location. DND shall assist CLFN in the establishment of the coordinates.
 - (b) If CLFN wishes a site to be given protection under relevant provincial legislation, regulations or policies, a written request shall be made by CLFN to Alberta for such protection and protection shall be considered by Alberta in accordance with applicable legislation, regulations and policies.

J. M. R. A.M. a.p.
[Signature]

DENESOUN' LINI SITES - GENERAL

- 7. In the event that a Denesoun' lini site is discovered in the course of construction or other activities in the Range by DND, CLFN or a third party, notification of such discovery shall be given to the parties and to the Alberta Minister responsible for the administration of the Historical Resources Act or any other relevant legislation. The parties shall consult with respect to the appropriate protection to be given to such discovery.
- 8. No excavation or other disturbance of the soil shall be undertaken within the limits of a site or archeological discovery unless the parties agree.

[Signature]

9. The parties agree that CLFN may, with the approval of DND, construct a memorial or place a plaque or other permanent identification on any site designated under this Agreement.

RESEARCH ACTIVITIES

10. Canada and Alberta agree that any archeological exploration or work, including the carrying out of excavations under s. 26 of the Historical Resources Act, or scientific research within the Access Area in the Range shall only be carried out after consultation with CLFN.

PLACE NAMES

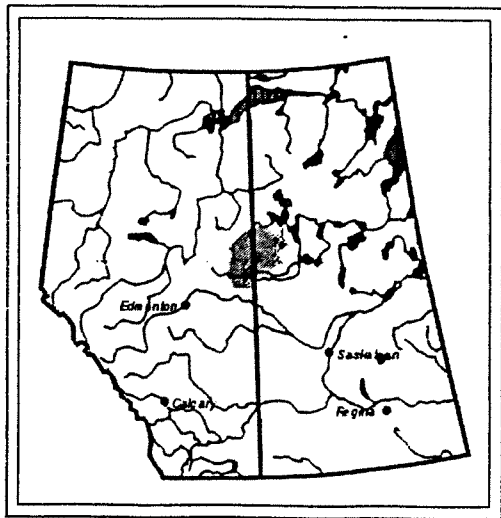
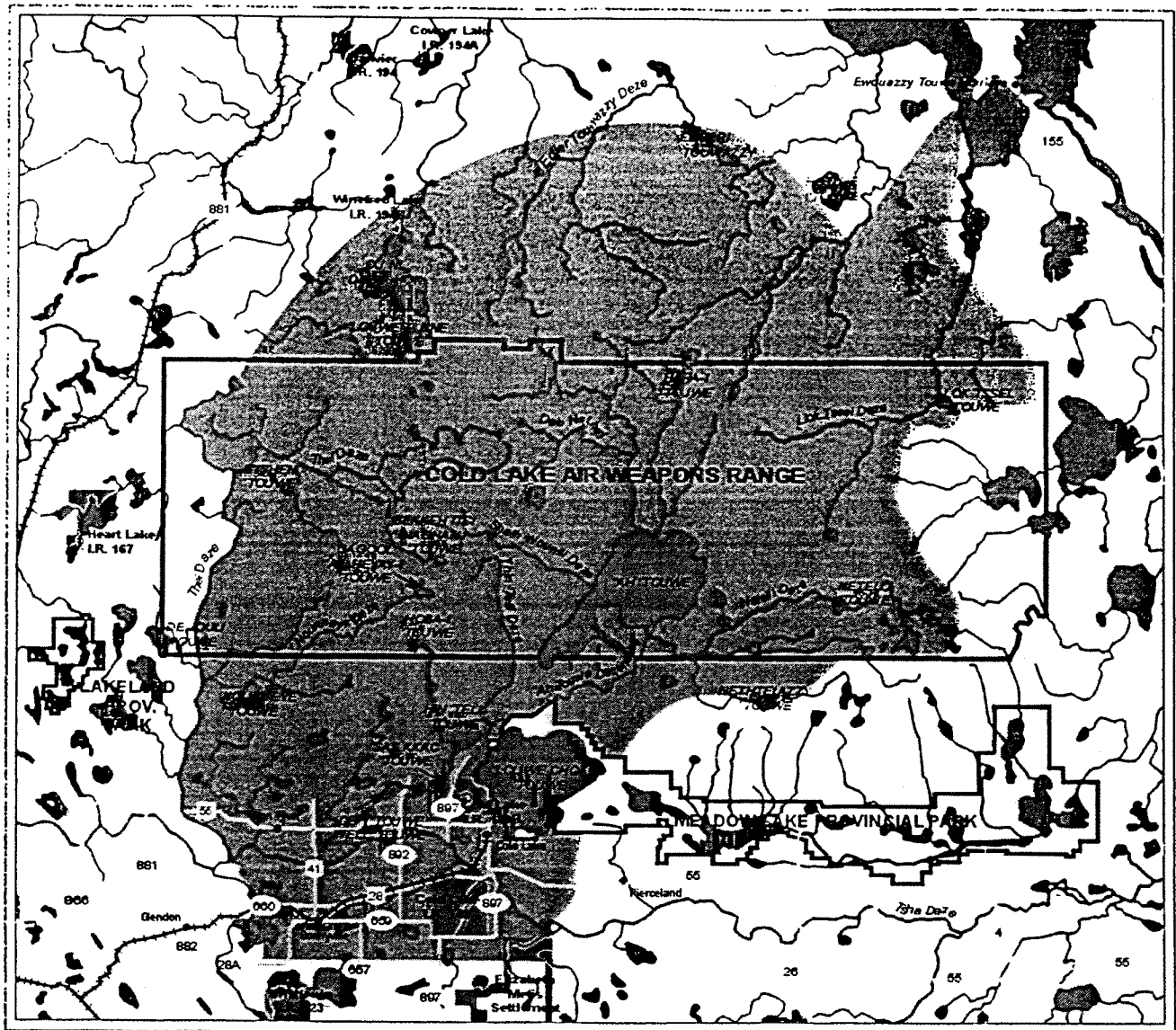
11. Canada and Alberta agree that consideration shall be given to the use of Denesoun' lini place names in the Range on maps and other graphic materials in accordance with applicable legislation, procedures and policies. CLFN shall be consulted with respect to any proposed change of place names within the Range.

REVIEW OF PROTOCOL

12. The parties agree to review the implementation of this Protocol within five years, including to ensure conformity with applicable legislation and regulations of Canada and Alberta.

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A.P.
J.P.

Handwritten signature:
J.P.



DENNE NI NENNE

Traditional Land Use of the COLD LAKE FIRST NATIONS: boundary is not fixed and is evolving as we continue to collect land use data from our Elders.

Prepared by COLD LAKE FIRST NATIONS Primrose Landclaim Office

[Handwritten signature]
 Jan 18 Oct 01

APPENDIX "D"

APPENDIX "E"

CONTRACTING, PROCUREMENT AND EMPLOYMENT
(ARTICLE 6.1)

CONTRACTING, PROCUREMENT AND EMPLOYMENT

1. CLFN agrees that it will, through the CLFN Community Liaison Office, develop and maintain a list of CLFN individuals and companies capable of supplying goods and services, including contracting services, to 4 Wing Cold Lake. This list will provide details related to contact persons and business capabilities, expertise and experience.
2. Canada agrees that:
 - (a) as part of its procurement process, the Wing Commander will make reasonable attempts to match the CLFN list to the annual procurement needs of 4 Wing Cold Lake;
 - (b) the Wing Commander will provide information to permit qualified CLFN individuals and companies on the CLFN list with the opportunities to bid on contracts;
 - (c) the Wing Commander will implement Canada's policies to assist and promote native procurement and employment to the fullest possible extent.
3. On an annual basis, the Wing Commander and CLFN will meet to discuss potential employment, contracting and other economic opportunities at 4 Wing Cold Lake.
4. Canada agrees to provide workshops and advice, in consultation with CLFN, to increase awareness by CLFN businesses and interested Members about DND contracting opportunities and increased awareness by federal procurement officers about the capabilities of CLFN individuals and businesses.
5. Canada agrees that the Wing Commander will keep the CLFN Community Liaison Office apprised of all "external recruitment" job postings for 4 Wing Cold Lake including student hiring initiatives, apprenticeship programs, and basic skills on-the-job training.

J. Jn.
RC
AM
AP.
[Signature]

[Signature]

PROMOTION OF CLFN CULTURE

6. Canada agrees to allow the use by CLFN, at its own expense, of a facility for the promotion and sale of CLFN arts and crafts and other products and for the promotion of CLFN culture. Such facility shall be located or constructed with the approval of the Wing Commander at a place on the Base. Such CLFN operation shall be subject to applicable laws, regulations and policies.
7. Canada agrees, in consultation with CLFN, to incorporate CLFN cultural information in orientation and promotion materials produced by or for 4 Wing Cold Lake.

REVIEW

8. The implementation of this Protocol may be reviewed by Canada and CLFN at the meetings of the Advisory Committee described in Article 9.2.

*J. on.
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AM
at.
[Signature]*

[Signature]