



Siksika Nation

Land Use Policy

Approved by Ohkinniinaa ki Ninaaiks

Date: October 18, 2022

Amended: June 18, 2026

BCR#2026-50

PREAMBLE

We have been here since time immemorial. We are still here.

Our people are of this land. Our identity and citizenship in our Nation has been and will always be determined by our relationships and our responsibilities with the land. This is our law, and living it is fundamental to our survival as a Nation. Looking ahead through next generations, we will continue to decide who belongs to our Nation – all of our relations in life.

The mission of this Policy is:

- a) Providing a clear and consistent framework for the responsible and transparent use of Siksika Lands;
- b) Ensuring that land use decisions are made fairly and accountably;
- c) Ensuring land use decisions are guided by
 - i) the Nation's inherent rights, traditional knowledge, and responsibilities as stewards of Siksika Lands;
 - ii) the Land Use Plan, and
 - iii) the long-term interests of current and future generations;
- d) Promoting open and respectful communication to foster mutual understanding between Land Management and Applicants; and
- e) Upholding sustainable land stewardship in collaboration with Siksika'i'koan.

CONTENTS

1.0	GENERAL	5
1.1	DEFINITIONS.....	5
1.2	EFFECTIVE DATE AND AMENDMENTS.....	9
1.3	PURPOSE	10
1.4	INTERPRETATION	10
1.5	AUTHORITY AND ADMINISTRATION	11
1.6	APPLICATION	11
1.7	GENERAL GUIDING PRINCIPLES	11
2.0	LAND USE APPLICATIONS AND LAND USE PLAN AMENDMENT APPLICATIONS	13
2.1	PRE-APPLICATION MEETING.....	13
2.2	OVERVIEW OF GENERAL APPLICATION PROCEDURE	13
2.3	LAND USE APPLICATION REQUIREMENTS.....	14
2.4	LAND USE PLAN AMENDMENT REQUIREMENTS.....	16
2.5	LAND MANAGEMENT REVIEW AND LAND MANAGEMENT REPORT	16
2.6	REVIEW BY THE LAND ADVISORY GROUP.....	17
2.7	APPROVAL OR DISAPPROVAL BY OHKINNIINAA KI NINAAIKS.....	18
2.8	REQUEST FOR RECONSIDERATION	19
3.0	LEGACY LAND USE AND TRANSITION	20
3.1	PURPOSE AND SCOPE.....	20
3.2	CONFORMING AND NON-CONFORMING LEGACY LAND USE.....	20
3.3	LEGACY DECLARATION REQUIREMENT	21
3.4	EVIDENCE OF HISTORIC APPROVAL AND CONTINUITY	22
3.5	INTERIM AUTHORISATION PENDING DECISION.....	22
3.6	PUBLIC NOTICE AND CONFLICTING CLAIMS.....	23
3.7	LAND MANAGER REVIEW AND REFERRAL PROCESS.....	23
3.8	REFERRAL TO LAND ADVISORY GROUP.....	24
3.9	REVIEW AND DECISION BY OHKINNIINAA KI NINAAIKS	25
3.10	DECISION REPORTING AND LAND USE AGREEMENT	25
3.11	REQUEST FOR RECONSIDERATION.....	26
3.12	RELATION TO ENFORCEMENT FOR UNAPPROVED INFRASTRUCTURE.....	26
4.0	LAND USE AGREEMENTS	27
4.1	RESPONSIBILITIES OF APPLICANTS AND LEGACY LAND USERS	27

4.2	LAND USE AGREEMENT	27
4.3	PERMITTED LAND USES AND LIMITATIONS.....	27
4.4	TRANSFERS AND SUCCESSION	28
5.0	ACCESS TO SIKSIKA LANDS AND TRESPASS	30
5.1	ACCESS	30
5.2	NON-COMPLIANCE AND ENFORCEMENT	30
6.0	CONFLICT OF INTEREST	32
7.0	LAND ADVISORY GROUP	33
7.1	ESTABLISHMENT OF THE LAND ADVISORY GROUP	33
7.2	RESPONSIBILITIES OF THE LAND ADVISORY GROUP	33
7.3	LAND ADVISORY GROUP TERMS OF REFERENCE	33

APPENDICES

APPENDIX A: APPROVALS AND AMENDMENTS RECORD

APPENDIX B: DETAILED SUMMARY OF APPROVALS AND AMENDMENTS

APPENDIX C: LAND USE MAP

APPENDIX D: PRE-APPLICATION MEETING REQUEST FORM

APPENDIX E: LAND USE APPLICATION FORM

APPENDIX F: LAND USE PLAN AMENDMENT APPLICATION FORM

APPENDIX G: COMMUNITY COMMUNICATIONS AND PUBLIC NOTIFICATION

APPENDIX H: LAND MANAGEMENT REPORT

APPENDIX I: LAND ADVISORY GROUP FORM

APPENDIX J: LAND USE AGREEMENT

APPENDIX K: REQUEST FOR RECONSIDERATION

APPENDIX L: LEGACY USE DECLARATION

APPENDIX M: LEGACY LAND MANAGEMENT REPORT

1.0 GENERAL

1.1 DEFINITIONS

In this Policy, the following terms have the following meanings:

- 1.1.1 **"Applicant"** means any Siksika'i'koan, Service Area, or other person who makes an application to access and use any portion of Siksika Lands under this Policy, and includes any co-applicants, but does not include a Legacy Land User making a Legacy Use Declaration;
- 1.1.2 **"Buckshee Lease"** means an unauthorized, informal, or unwritten arrangement that purports to grant another person the right to use or occupy Siksika Lands without approval by Ohkinniinaa ki Ninaaiks and without a formal Land Use Agreement administered under this Policy, and which has no legal standing in Siksika Nation unless it is a Legacy Land Use addressed under Section 3.0;
- 1.1.3 **"Capital Project"** means a project to construct either new facilities or Infrastructure or to make significant, long-term renewal improvements to existing facilities or Infrastructure;
- 1.1.4 **"Chief Financial Officer"** means the person appointed chief financial officer under section 18 of the Financial Administration Law;
- 1.1.5 **"Chief Operating Officer"** means an employee of Siksika Nation appointed by Ohkinniinaa ki Ninaaiks as Chief Operating Officer of Siksika Nation;
- 1.1.6 **"Conforming Legacy Use"** has the meaning set out in Section 3.2.1;
- 1.1.7 **"Council Resolution"** or **"Resolution"** means a record of decisions or wishes of Ohkinniinaa ki Ninaaiks, either in the form of a motion or a written resolution passed at a duly convened meeting of Ohkinniinaa ki Ninaaiks, and includes a band council resolution;
- 1.1.8 **"Development Plan"** means a package that highlights the purpose and intent of the development, site plans and any architectural drawings, as referenced in the Land Use Application – Checklist (Appendix E, Schedule A);
- 1.1.9 **"Employee"** means a Siksika Nation employee who directly reports to an employee in Land Management, including the Land Manager or a supervisor, and supports the operation of Land Management by carrying out specialized functions;
- 1.1.10 **"Engineering Services"** means the Engineering Services department of Siksika Nation Tribal Administration, which works with Public Works, Siksika Housing, and Land Management to provide sustainable, cost-effective solutions and manage projects that improve quality of life for Siksika'i'koan;
- 1.1.11 **"Executive Director – Government and Industry Office"** means an employee of Siksika Nation Tribal Administration who reports to the Tribal Manager and is responsible for the oversight of assigned Service Area managers and respective Service Area operations, strategic planning, and adherence to assigned policies, procedures and legislation;

- 1.1.12 **“Executive Management”** means the Tribal Manager, Executive Director – Government and Industry Office, Chief Financial Officer, and the Chief Operating Officer;
- 1.1.13 **“Family Homes on Reserves Act”** means the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, SC 2013, c 20;
- 1.1.14 **“Immediate Family”** means a person's:
- a) Spouse or common-law partner, where the common-law partner has cohabitated with the person in a conjugal relationship for at least one (1) year;
 - b) Father, mother, and the spouse or common-law partner of such father or mother;
 - c) Children, the children of the person's spouse or common-law partner, and any child for whom the person or the person's spouse or common-law partner acts in a parental capacity;
 - d) siblings;
 - e) grandparents;
 - f) Aunts and Uncles;
 - g) Relative that permanently live with them; or
 - h) Other relative, whether actual or assumed, according to Siksika Nation customary laws;
- 1.1.15 **“Infrastructure”** means any improvement to Siksika Lands that is attached to Siksika Lands, including a building, house, fence, corral, utility line, power pole, power line, gas line, water line, water well, sewer line, septic tank, water tank, landscaping materials, drainage implements, or any structures secured onto or under Siksika Lands;
- 1.1.16 **“Interim Authorisation”** means a written authorisation issued by the Land Manager under Section 3.5 permitting the continuation of a declared Legacy Land Use pending a decision by Ohkinniinaa ki Ninaaiks;
- 1.1.17 **“Land Advisory Group”** means the advisory group established under this Policy to provide historical, technical, interdepartmental, and policy-related guidance on various land use matters;
- 1.1.18 **“Land Management”** means the Land Management Service Area of Siksika Nation Tribal Administration, responsible for providing the day-to-day management and administration of Siksika Lands, environment and resources, as set out in this Policy;
- 1.1.19 **“Land Management Report”** means the report completed by Land Management after receiving inter-departmental review to provide a recommendation to Ohkinniinaa & Ninaaiks, and in the form set out in Appendix H;
- 1.1.20 **“Land Manager”** means the Employee responsible for the day-to-day administration of Land Management;

- 1.1.21 **“Land Use Agreement”** means a written agreement, entered into between an approved Applicant or Legacy Land User and Siksika Nation that grants the Legacy Land User or Applicant a conditional right to use and occupy a defined portion of Siksika Lands for a specified purpose and duration in accordance with this Policy, and includes a Land Use Agreement in the form found in Appendix J;
- 1.1.22 **“Land Use Application”** means an application made by an individual for use and access to Siksika Lands under this Policy, in the form set out in Appendix E, but does not include a Legacy Use Declaration;
- 1.1.23 **“Land Use Map”** means the map included in the Land Use Plan, which delineates the different permitted uses of Siksika Lands by area, serves as a guiding tool for land use decision-making, and is found in Appendix C;
- 1.1.24 **“Land Use Plan”** or **“Siksikawa, Kitaw'hsinnoo, Kitsokitsihtaninnoo”** means the Land Use Plan established by Siksika Nation, which sets out policies that must be followed for all new development, as well as the Land Use Map, and guides decision-making for Land Use Applications;
- 1.1.25 **“Land Use Plan Amendment Application”** means an application to amend the Land Use Plan and Land Use Map, made in the form set out in Appendix F;
- 1.1.26 **“Land User”** means a person granted access or use to a specified area of Siksika Lands under a Land Use Agreement;
- 1.1.27 **“Legacy Land Management Report”** means the report in the form set out in Appendix “M” prepared by Land Management following review of a Legacy Use Declaration, which summarizes the evidence of historic approval and continuity of use, identifies any technical, environmental, or land use considerations, and provides recommendations to Ohkinniinaa ki Ninaaiks on whether the claimed Legacy Land Use should be reaffirmed, modified, or rejected, with or without conditions;
- 1.1.28 **“Legacy Land Use”** means a continuing use or occupation of Siksika Lands that was approved by Ohkinniinaa ki Ninaaiks prior to the coming into force of this Policy, whether or not documentation is complete, and which is subject to reaffirmation, modification, or discontinuance under Section 3.0;
- 1.1.29 **“Legacy Land User”** means a person who claims or is determined to be continuing a Legacy Land Use that was historically approved by Ohkinniinaa ki Ninaaiks, and who has submitted a Legacy Use Declaration or is otherwise subject to review under Section 3.0;
- 1.1.30 **“Legacy Use Declaration”** means a written submission made to Land Management in the form set out in Appendix “L”, by which a person claims a Legacy Land Use and provides the information, evidence and declarations required under Section 3.0 to support recognition, review, and potential reaffirmation of that use;
- 1.1.31 **“Material Change”** means a change to Legacy Land Use, including intensity, boundaries, footprint, or Infrastructure that is materially different from the historic approval;
- 1.1.32 **“Non-Conforming Legacy Use”** has the meaning set out in Section 3.2.2.

- 1.1.33 **"Nation Owned Home"** means either a house, including a duplex, townhouse, manufactured home or trailer owned by Siksika Nation, located on Siksika Lands and is managed and administered by Siksika Housing;
- 1.1.34 **"Non-Siksika'i'koan"** means a natural person who is not a Siksika'i'koan, including any non-Siksika'i'koan farmer, rancher, or cattle grazer, and also means any body corporate who is incorporated, organized, continued or registered under any provincial or federal law whether or not such body corporate is owned or controlled, directly or indirectly, by Siksika Nation or a Siksika'i'koan;
- 1.1.35 **"Ohkinniinaa ki Ninaaiks"** means the lawfully elected Chief and Councillors of Siksika Nation;
- 1.1.36 **"Personnel"** include all part-time and full-time employees, temporary employees, contract employees, consultants and agents of the Siksika Nation, and for greater certainty includes those part-time and full-time Employees, temporary Employees, contract Employees, consultants and agents of Land Management;
- 1.1.37 **"Policy"** means this Land Use Policy;
- 1.1.38 **"Public Works"** means the Siksika Nation Public Works Service Area, which operates within Siksika Nation Tribal Administration, and is responsible for delivering infrastructure and public services within Siksika Nation;
- 1.1.39 **"Registry Database"** means the Land Management registry database, which acts as a centralized databased used to record and manage information for Land Management;
- 1.1.40 **"Related Bodies"** means:
- a) any body in which the Siksika Nation has, directly or indirectly, at least a majority interest or that is controlled, directly or indirectly, by the Siksika Nation;
 - b) any partnership or entity in respect of which the Siksika Nation or a related body of the Siksika Nation holds, directly or indirectly, a majority interest or that is controlled, directly or indirectly, by the Siksika Nation, or in respect of which the Siksika Nation is, directly or indirectly, a majority owner or partner; or
 - c) a trust that is controlled, directly or indirectly, by or on behalf of the Siksika Nation or any related body of the Siksika Nation;
- 1.1.41 **"Request for Reconsideration"** means a request for reconsideration of a Land Use Application, Land Use Application Amendment, or Legacy Use Declaration decision by Ohkinniinaa ki Ninaaiks, in the form set out in Appendix K;
- 1.1.42 **"Reserve"** means the Siksika Nation Indian Reserve No. 146;
- 1.1.43 **"Riparian Rights"** means a system for allocating surface water among those persons who possess Siksika Land that borders such surface water;
- 1.1.44 **"Service Area"** means any designated Service Area of the Siksika Nation Tribal Administration;

- 1.1.45 **“Siksika Housing”** means the Siksika Nation Housing Service Area, which operates within Siksika Nation Tribal Administration and is responsible for overseeing and administering matters in relation to Nation Owned Homes, and other items as established by Ohkinniinaa ki Ninaaiks;
- 1.1.46 **“Siksika’i’koan”** means a Siksika Citizen, and is a natural person whose name appears on the Siksika Nation Membership List and who is a Siksika Nation member pursuant to the Siksika Nation Membership Code;
- 1.1.47 **“Siksika Lands”** means the Reserve lands situated within Siksika Nation Indian Reserve No. 146;
- 1.1.48 **“Siksika Nation”** or **“Nation”** means the Siksika Nation, a distinct body of people which exercises exclusive and inherent powers as given by the Creator and has existed as a Nation from time immemorial, and which is also recognized as a “band” under the *Indian Act*, RSC 1985, c I-5;
- 1.1.49 **“Siksika Nation Tribal Administration”** means the administration of the Siksika Nation;
- 1.1.50 **“Supporting Letter”** refers to a letter of endorsement to support the Land Use Application from Ohkinniinaa & Ninaaiks, administration or a funder (if applicable), if none of these are available, it means a personal letter of endorsement confirming feasibility of the project (refer to Land Use Application – Checklist, Appendix E, Schedule A);
- 1.1.51 **“Trespass By-law”** refers to the Siksika Nation Trespass By-law No. 2021-01, which governs unauthorized access to Siksika Lands, sets out the conditions under which individuals may enter or be removed from Siksika Lands, and establishes offences and penalties for trespassing or access non-compliance as determined by Siksika Nation; and
- 1.1.52 **“Tribal Manager”** means an employee of Siksika Nation, appointed by Ohkinniinaa and Ninaaiks as Tribal Manager of Siksika Nation, and is responsible for the operations of Siksika Nation Tribal Administration.

1.2 EFFECTIVE DATE AND AMENDMENTS

- 1.2.1 This amended Policy comes into effect on June 18, 2026, under the authority of Ohkinniinaa ki Ninaaiks, in accordance with the Nation’s laws, customs and traditions. It governs all matters concerning the principles, procedures, and requirements with respect to an Applicant’s request to exclusive use of Siksika Lands. A copy of the Council Resolution enacting this Policy is provided in Appendix A (Approvals and Amendments Record).
- 1.2.2 The Land Manager, together with Land Management Employees, shall review this Policy annually and recommend updates to the Land Advisory Group. Recommendations supported by the Land Advisory Group will be documented by the Land Manager and forwarded to the Chief Operating Officer and the Tribal Manager for coordination with Ohkinniinaa ki Ninaaiks.
- 1.2.3 Only Ohkinniinaa ki Ninaaiks may approve amendments to this Policy by Council Resolution. All approved amendments must be recorded in Appendix A (Approvals and Amendments Record).

- 1.2.4 Ohkinniinaa ki Ninaaiks shall ensure that all amendments to this Policy are made available to Siksika'i'koan within sixty (60) days of approval.

1.3 PURPOSE

- 1.3.1 Land Management is responsible for making fair land use decisions in a way that prioritizes sustainable land stewardship and future growth.
- 1.3.2 This Policy sets out the framework for the Land Management program, including:
- a) Ensuring transparency, accountability and fairness in the administration and management of Siksika Lands;
 - b) Providing Applicants with clear rationale and criteria for decisions made regarding the use and occupation of Siksika Lands;
 - c) Ensuring consistency in the interpretation and application of this Policy across all land use requests; and
 - d) Establishing an effective communication process with Applicants that:
 - iv) is timely and responsive;
 - v) enhances mutual understanding of values, policies, and expectations; and
 - vi) supports informed, balanced, and community-aligned decision-making.

1.4 INTERPRETATION

- 1.4.1 This Policy shall be interpreted in accordance with Siksika Nation culture, language and traditional governance principles.
- 1.4.2 This Policy shall be read in harmony with other Siksika Nation laws, by-laws, policies and protocols. In the case of inconsistency with:
- a) Siksika Nation's Financial Administration Law, the Financial Administration Law shall prevail to the extent of the inconsistency; and
 - b) The Land Use Policy, other than a conflict with the Financial Administration Law, the Land Use Policy shall prevail to the extent of the inconsistency.
- 1.4.3 Where Siksika Nation laws, by-laws and protocols are silent, federal guidelines and regulations or provincial standards may apply.
- 1.4.4 The Definitions (Section 1.1) define key terms used in this Policy. All individuals must consult the Definitions (Section 1.1) to ensure accurate interpretation and understanding of their responsibilities.
- 1.4.5 In this Policy, unless the context otherwise requires:
- a) The singular includes the plural, and the plural includes the singular;
 - b) "Shall", "must" or "will" are imperative;
 - c) A reference to an enactment, protocol, policies or by-law means the enactment, protocol, by-laws, or policies, as amended from time to time; and
 - d) "Includes" or "including" means including but not limited to.

1.5 AUTHORITY AND ADMINISTRATION

- 1.5.1 Siksika Nation exercises its inherent right of self-government to govern the use, occupation, and stewardship of Siksika Lands. This Policy, and agreements made under it, govern land use on Siksika Lands. To the extent that laws of general application apply to a matter governed by this Policy, this Policy shall be administered consistently with those requirements, without derogating from Siksika Nation's inherent jurisdiction over Siksika Lands.
- 1.5.2 Ohkinniinaa ki Ninaaiks delegate authority to Land Management to manage and administer Siksika Land use under this Policy.
- 1.5.3 Land Management operates under Siksika Nation Tribal Administration and shall follow all applicable laws, by-laws, policies, practices, and protocols of Siksika Nation, including:
 - a) Siksika Nation Public Works Policy;
 - b) Siksika Nation Affordable Homes Policy; and
 - c) Any other applicable Siksika Nation policy, including a policy that may be created for Engineering Services.
- 1.5.4 This Policy may be used to inform any by-law enacted by Ohkinniinaa ki Ninaaiks pursuant to sections 81(1)(g), (h), (q) or (r) of the *Indian Act*.

1.6 APPLICATION

- 1.6.1 This Policy applies to:
 - a) All Siksika Lands;
 - b) Legacy Land Uses;
 - c) All projects involving use of Siksika Lands;
 - d) All use, access and occupation of Siksika Lands; and
 - e) All Applicants, Legacy Land Users, and all Land Users.

1.7 GENERAL GUIDING PRINCIPLES

- 1.7.1 Siksika Lands have been set apart for the Siksika Nation. Siksika Lands are held in common by all Siksika'i'koan and are set apart for their benefit, use, and stewardship.
- 1.7.2 Siksika Nation has and exercises the inherent right to govern, manage, administer and protect Siksika Lands and related matters through the enactment of this Policy.
- 1.7.3 The authority of the Siksika Nation to govern and administer Siksika Lands flows from the Siksika'i'koan to Ohkinniinaa ki Ninaaiks according to the customs of the Siksika Nation.
- 1.7.4 Through this authority, Ohkinniinaa ki Ninaaiks, acting in the best interests of the Siksika Nation, exercise control over the use and occupation of Siksika Lands by working with and through Executive Management and Land Management who administer and manage all Siksika Lands for the benefit of all Siksika'i'koan.
- 1.7.5 Siksika Lands shall be used in a manner that is responsible, respectful, and sustainable, ensuring long-term benefits for current and future generations.

- 1.7.6 Land Management is entrusted with ensuring that Siksika Lands are preserved and safeguarded for present and future generations, sustainably used, and guided by the Land Use Plan.
- 1.7.7 Land Management is committed to working with Siksika'i'koan to ensure access to Siksika Lands and to support community-driven Siksika Land use initiatives where compliant with this Policy and the Land Use Plan.
- 1.7.8 Land Management will foster and maintain respectful, transparent, and positive relationships with Siksika'i'koan.
- 1.7.9 Land Management will ensure that timely and respectful discussion occurs with all Applicants seeking to use Siksika Lands, and all Legacy Land Users seeking to confirm Legacy Land Use in a manner that reflects the values and priorities of the Nation.

2.0 LAND USE APPLICATIONS AND LAND USE PLAN AMENDMENT APPLICATIONS

2.1 PRE-APPLICATION MEETING

- 2.1.1 Prior to submitting a Land Use Application, and a Land Use Plan Amendment Application, as applicable, Applicants are encouraged to request a pre-application meeting with Land Management, using Appendix D (Pre-Application Meeting Request Form). The purpose of this meeting is to:
- a) Confirm the proposed site location and conduct a field visit with Land Management Employees;
 - b) Clarify information requirements and address any gaps in documentation;
 - c) Determine whether additional technical studies, assessments, or community engagement are required;
 - d) Support a more efficient and informed Land Use Application review process; and
 - e) Identify potential challenges or constraints related to the proposed land use, as identified in the Land Use Plan.
- 2.1.2 Participation in a pre-application meeting does not constitute approval of the proposed Siksika Land use, nor does it create any obligation on the part of the Siksika Nation, Ohkinniinaa ki Ninaaiks, or Land Management to approve any subsequent Land Use Application or Land Use Plan Amendment Application. All Siksika Land use decisions remain subject to the full Application review process and final approval in accordance with this Policy.

2.2 OVERVIEW OF GENERAL APPLICATION PROCEDURE

- 2.2.1 Processing a Land Use Application shall generally follow this procedure, in accordance with the more specific terms in this Policy:
- a) Applicant completes and submits to Land Management a:
 - i) Land Use Application Form (Appendix E); and
 - ii) If applicable, a Land Use Plan Amendment Application Form (Appendix F);
 - b) The Land Manager conducts a preliminary review of the Land Use Application and, where applicable, the Land Use Plan Amendment Application to ensure completeness and technical compliance;
 - c) Land Management circulates the Land Use Application and, where applicable, the Land Use Plan Amendment Application to all relevant Service Areas for review and feedback to ensure alignment with applicable policies, plans and Nation priorities;
 - d) Based on the internal review, Land Management prepares the Land Management Report (Appendix H), which includes a summary of findings and a recommendation to approve or reject the Land Use Application, and, as applicable, the Land Use Plan Amendment Application;
 - e) In the case of a Land Use Plan Application, the Land Manager may request review and recommendations from the Land Advisory Group, and in the case of a Land Use Plan Amendment Application the Land Manager shall request a review and recommendations from the Land Advisory Group; and

- f) Ohkinniinaa ki Ninaaiks review the Land Management Report and all related materials and recommendations and make a final decision on whether:
 - i) To approve the Land Use Application and grant a Land Use Agreement; and
 - ii) As applicable, approve the Land Use Plan Amendment Application.

2.2.2 The conflict of interest provisions outlined in Section 6.0 apply to all aspects of the decision-making process in relation to Land Use Applications, Land Use Management Plan Amendment Applications, and Legacy Use Declarations.

2.2.3 Land Management reserves the right to refuse any Land Use Application or Land Use Plan Amendment Application if it does not meet the requirements set out in this Policy.

2.3 LAND USE APPLICATION REQUIREMENTS

2.3.1 Applicants are responsible for ensuring that their Land Use Application is in the form attached as Appendix “E” to this Policy and is complete, including all supporting documents.

2.3.2 All individual Applicants must be eighteen (18) years of age and older.

2.3.3 Proposed use of the identified Siksika Lands in all Land Use Applications must:

- a) Be suitable and feasible for the Siksika Lands, and in the best interests of Siksika Nation and Siksika’i’koan;
- b) Be compliant with the designated land uses set out in the Land Use Plan and Land Use Map unless a Land Use Plan Amendment Application is made and approved pursuant to this Policy;
- c) Be compliant with all Siksika Nation laws, by-laws, regulations, rules, policies and procedures and all applicable federal or provincial laws;
- d) Be compatible with existing and possible future neighbouring land uses;
- e) Be appropriate for the geography of the land considering any adverse effects the proposed use may have on the lands, and whether such effect can be adequately mitigated;
- f) Be serviceable with adequate drainage, water, sewage, and other utilities or Infrastructure;
- g) Not cause a negative impact on community services and facilities, including schools, parks, fire protection and health;
- h) Not cause traffic disruptions to Siksika Nation roadways, which could affect traffic management and traffic control plans;
- i) Not be located within the floodplain set out in the Land Use Plan; and
- j) Meet the requirements of the Land Use Plan, including:
 - i) Prior to adding onto existing grazing or agricultural land, an assessment of pasture conditions must be completed in collaboration with Land Management, and appropriate conditions must be included in the Land Use Agreement to preserve natural grasslands;

- ii) If applicable, follow any Siksika Nation policies or terms in the Land Use Agreement regarding range management or agricultural/farming uses;
- iii) All future development shall be clustered where possible to minimise the use of land, protect natural areas, allow for easier pedestrian access, and make efficient use of existing infrastructure and services;
- iv) Ensure a ninety (90)-metre development setback from wetlands, rivers and waterbodies; and
- v) Meet Land Use Plan policy criteria for particular Siksika Land types, as applicable:
 - A) litokoiskoap (residential),
 - B) litapaihkhakiop (commercial),
 - C) Omianistapootaksinnists (industrial),
 - D) Ihtayissitapiiyopists (community use),
 - E) Atsimmapists (sacred sites),
 - F) litaipoyiskhtsiip Niitsipaitapiyoap (cultural/traditional),
 - G) litaihtsootsoap (cemetery),
 - H) litokakoyii (Bow Valley River floodplain),
 - I) litawakomootsiyoap (parks and natural spaces),
 - J) litaikskimoap, litaisiikootakiop Omianistsaiskiists (hunting and harvesting),
 - K) lithkootsimoap (resource development),
 - L) litainsimoap (agriculture), and
 - M) litaipoyatstoap (grazing).

2.3.4 A complete Land Use Application includes the following supporting documents, as further outlined in the Land Use Application – Checklist (Appendix E, Schedule A):

- a) A Supporting Letter, which confirms funding is in place to support the proposed development or land use;
- b) A site map or sketch showing the location of the proposed development or land use;
- c) A Development Plan package, if applicable, that describes the purpose and goals of the development, including site plans, surveys or drawings, which must outline any roadway or access routes, floor plans, elevations, and perspective of any building, including a description of the exterior finishing materials;
- d) A Siksika Land use compliance memo explaining how the proposed use aligns with the Land Use Plan and Land Use Map (Appendix C);

- e) A completed Community Communications and Public Notification form (Appendix G); and
- f) Where applicable, a Land Use Plan Amendment Form (Appendix F), that meets the requirements set out in section 2.4.

2.3.5 Depending on the natural, scale or classification of the proposed development, particularly if it is a Capital Project, additional information may be required. A list of potential additional requirements is provided in the Land Use Application – Checklist (Appendix E, Schedule A).

2.4 LAND USE PLAN AMENDMENT REQUIREMENTS

2.4.1 When a Land Use Application involves a change to the land use category shown on the Land Use Map (Appendix C), the Applicant shall also provide, in addition to all requirements for a Land Use Application, a completed Land Use Amendment Application Form (Appendix F), and must clearly identify the site affected by the proposed amendment.

2.5 LAND MANAGEMENT REVIEW AND LAND MANAGEMENT REPORT

2.5.1 Once the Land Use Application is submitted, including any applicable Land Use Plan Amendment Application, the Land Manager will review it to confirm it meets Policy requirements.

2.5.2 Where a Land Use Plan Amendment Application is submitted, the Land Manager will determine whether it is necessary and whether it aligns with the Nation's long-term vision, values and priorities.

2.5.3 The Land Manager shall verify that the Land Use Application Form (Appendix E), Land Use Application – Checklist (Appendix E, Schedule A), Land Use Plan Amendment Application Form (Appendix F), if applicable, and supporting documents are provided and complete. The Land Manager shall notify Applicants in writing within fifteen (15) business days of submission to either:

- a) Identify any deficiencies or missing information in the Land Use Application; or
- b) Confirm that the Land Use Application is complete and moving forward to full review by Land Management, which may include a review by the Land Advisory Group under Section 2.6.

2.5.4 Where the Land Use Application and any applicable Land Use Plan Amendment Application are verified, the Land Management review process will proceed, and may include:

- a) An environmental screening and/or cultural/sacred site screening conducted by Land Management with possible attendance from an Elder;
- b) A review for any easements, surface or subsurface encumbrances, charges, or other registered interests to determine if the proposed Siksika Lands are subject to any other use or interest in such lands;
- c) Circulating the Land Use Application, and Land Use Plan Amendment Application, as applicable, to other Service Areas for comment, and:
 - i) If Land Management does not receive written comments from Service Areas within thirty (30) working days, Land Management may proceed; or

- ii) If a response is received, Land Management will engage with the responding Service Area to resolve or address any concerns.

2.5.5 Upon completion of its review, Land Management shall either:

- a) Complete a Land Management Report (Appendix H), and provide the Land Management Report with its recommendation to Ohkinniinaa ki Ninnaaiks for decision; or
- b) Complete a Land Management Report (Appendix H), and refer the matter to the Land Advisory Group in accordance with section 2.6.

2.5.6 Based on Land Management's review prior to approval, the Applicant will be responsible to meet any requirements set out in the Land Management Report, including:

- a) Conduct and pay for an impact assessment if required under the federal *Impact Assessment Act*;
- b) Cover all costs related to distributing information to Siksika'i'koan, Service Areas and Related Bodies;
- c) Provide notice, using the format outlined in (Appendix G) Community Communications and Public Notification, to any additional land users or impacted Siksika'i'koan identified through Land Management's review who may be affected by the proposed use and not already notified.
- d) Where the Land Use Application includes a Land Use Plan Amendment Application, the Applicant may be required to:
 - i) provide additional information or technical studies to support the amendment; and
 - ii) cover any costs associated with the review, notification, or amendment process.

2.5.7 Land Management Employees shall ensure that all documents related to Land Use Applications and Land Use Plan Amendment Applications are properly stored in the Registry Database for tracking, transparency, and future reference.

2.6 REVIEW BY THE LAND ADVISORY GROUP

2.6.1 The Land Manager shall convene the Land Advisory Group for consideration of a Land Use Plan Amendment Application.

2.6.2 The Land Manager may otherwise convene the Land Advisory Group at their discretion to provide technical and policy guidance on Land Use Applications, including as follows:

- a) Where decisions require analysis beyond the guidance of legislation or policies; or
- b) Any other situation deemed appropriate by the Land Manager.

2.6.3 Where the Land Advisory Group reviews a Land Use Application, including, where applicable, a Land Use Plan Amendment Application:

- a) Upon review of the Land Use Application and Service Area feedback, the Land Advisory Group will provide their recommendation to Land Management on whether a Land Use Application should be approved with conditions, approved without conditions or rejected;
- b) Upon review of a Land Use Plan Amendment Application, the Land Advisory Group shall review the proposed amendment and Service Area feedback, and provide its recommendations with particular consideration of whether the proposed change is

consistent with Nation values, environmental stewardship principles, or long-term land use objectives; and

- c) The Land Management Report and recommendation of Land Management will be provided to Ohkinniinaa ki Ninaaiks alongside the written recommendation of the Land Advisory Group on whether the Land Use Application, and, as applicable, the Land Use Plan Amendment Application should be approved with conditions, approved without conditions, or rejected.

2.7 APPROVAL OR DISAPPROVAL BY OHKINNIINAA KI NINAAIKS

- 2.7.1 Ohkinniinaa ki Ninaaiks shall review each Land Use Plan Amendment Application, the Land Management Report, and written recommendations from Land Management and, as applicable, the Land Advisory Group, and after three readings of the proposed amendment, will post the amendment for public review for a period of thirty (30) days. Ohkinniinaa ki Ninaaiks may then:
 - a) Approve the Land Use Plan Amendment Application if there are no comments or concerns;
 - b) Approve the Land Use Plan Amendment Application with conditions;
 - c) Reject the Land Use Plan Amendment Application.
- 2.7.2 Approval of a Land Use Plan Amendment Application does not constitute approval of the associated Land Use Application. Both must be approved independently in accordance with this Policy.
- 2.7.3 Ohkinniinaa ki Ninaaiks shall review each Land Use Application, the Land Management Report, and written recommendations from Land Management, and the Land Advisory Group where applicable, and may:
 - a) Reject the Land Use Application;
 - b) Approve the Land Use Application without conditions; or
 - c) Approve the Land Use Application with conditions.
- 2.7.4 All Land Use Applications or Land Use Plan Amendment Applications approved by Ohkinniinaa ki Ninaaiks shall be confirmed by a Council Resolution setting out the details of:
 - a) The Land Use Application and Land Use Plan Amendment Application, as applicable;
 - b) Ohkinniinaa ki Ninaaiks' approval;
 - c) The expiration date of the land use;
 - d) Any conditions imposed by Ohkinniinaa ki Ninaaiks; and
 - e) Authorization for the Land Manager or the Executive Director- Government Industry Office (GIO) to enter into a Land Use Agreement (Appendix K) with the approved Applicant on the terms set out by Ohkinniinaa ki Ninaaiks.
- 2.7.5 Upon receipt of the decision by Ohkinniinaa ki Ninaaiks regarding a Land Use Application, or a Land Use Plan Amendment Application, the Land Manager shall, within a timely manner:
 - a) Take the necessary action to implement the direction given by Ohkinniinaa ki Ninaaiks;
 - b) Notify the Applicant in writing of Ohkinniinaa ki Ninaaiks' decision including reasons for the decision;

- c) Document and file the approval or disapproval by Ohkinniinaa ki Ninaaiks in the Registry Database; and
- d) Where a Land Use Application is approved, enter into a Land Use Agreement with the Applicant subject to the terms and conditions of approval.

2.7.6 Where a Land Use Plan Amendment Application is approved by Ohkinniinaa ki Ninaaiks:

- a) The amendment shall be formally recorded on the Land Use Map within thirty (30) working days after the amendment is approved and the Land Manager shall delegate to staff to ensure amendments are reflected in the updated Land Use Plan Map;
- b) The Council Resolution relating to the Land Use Plan Amendment Application shall be kept with the master copy of the Land Use Plan; and
- c) Once approved, the amended Land Use Plan will replace the preceding Land Use Plan.

2.7.7 An approval of a Land Use Application must be followed by a Land Use Agreement. Except as provided in Section 3.0 (Legacy Land Uses and Transition), an Applicant has no rights to use any Siksika Lands unless or until a Land Use Agreement is entered into with Siksika Nation.

2.8 REQUEST FOR RECONSIDERATION

2.8.1 An Applicant may, within thirty (30) business days after receiving the Ohkinniinaa ki Ninaaiks decision, request a reconsideration of said decision by submitting a Request for Reconsideration (Appendix K) to Land Management.

2.8.2 The Land Manager will review and submit a Request for Reconsideration to Ohkinniinaa ki Ninaaiks and add any additional context or information that will aid Ohkinniinaa ki Ninaaiks in its determination.

2.8.3 A reconsideration decision of Ohkinniinaa ki Ninaaiks is final and binding without any further right of appeal.

3.0 LEGACY LAND USE AND TRANSITION

3.1 PURPOSE AND SCOPE

- 3.1.1 The purpose of this Section 3.0 is to:
- a) Recognize and address Legacy Land Use;
 - b) Provide an efficient and fair process for reviewing Legacy Land Use;
 - c) Enable Ohkinniinaa ki Ninaaiks to reaffirm, modify, or reject Legacy Land Use based on transparent criteria, while protecting procedural fairness for affected persons; and
 - d) Migrate Conforming Legacy Use into written Land Use Agreements under Section 0.
- 3.1.2 This Section 3.0 applies only to Legacy Land Use. If a person proposes a Material Change to Legacy Land Use, including changes to boundaries, intensity, or Infrastructure, the person shall proceed under the Application process in Section 2.0.
- 3.1.3 Nothing in this Section 3.0 validates or creates a permanent interest in Siksika Lands, a certificate of possession, or any interest contrary to this Policy, Siksika Nation law, or applicable federal law.

3.2 CONFORMING AND NON-CONFORMING LEGACY LAND USE

- 3.2.1 A Legacy Land Use is a **“Conforming Legacy Use”** where:
- a) Evidence of a historic approval is provided under Section 3.4;
 - b) The Legacy Land Use is continuing substantially as approved and has not undergone a Material Change; and
 - c) The Legacy Land Use does not meet the criteria for a Non-Conforming Legacy Use in Section 3.2.2.
- 3.2.2 A claimed Legacy Land Use is a **“Non-Conforming Legacy Use”** where one or more of the following apply:
- a) The use presents an unmitigated or unacceptable health or safety risk that cannot be mitigated through the use of conditions, including
 - i) Violation of safety codes or standards required by Public Works or Engineering Services, including any fire code, building code, or plumbing code;
 - ii) Unsafe or deficient Infrastructure, including structural instability, unsafe electrical or mechanical systems, or inadequate water, wastewater or drainage systems;
 - iii) Contamination or risk of contamination to soil, groundwater, or surface water, including from waste disposal, fuel storage, or agricultural activities;
 - iv) Creation of fire hazards, including improper storage of combustible materials, lack of firebreaks or non-compliant heating or fuel systems;
 - v) Risks to human health arising from overcrowding, unsanitary conditions, or lack of access to potable water or safe waste disposal; or

- vi) Any condition that poses a risk to neighbouring Siksika Land users, public access or community Infrastructure, including unsafe access routes or interference with emergency services;
- b) The use causes, or is likely to cause, significant environmental impacts that cannot reasonably be mitigated through conditions;
- c) The use is incompatible with adjacent land uses or reasonably foreseeable land use needs, and the incompatibility cannot reasonably be mitigated;
- d) There has been a Material Change compared to the historic approval;
- e) There has been a major reconstruction, including where a building or other significant Infrastructure has been damaged, destroyed, or where proposed work constitutes a major renovation rather than routine maintenance; or
- f) The use otherwise conflicts with this Policy or the Land Use Plan in a manner that cannot reasonably be addressed through conditions or a defined transition plan.

3.2.3 Where a Non-Conforming Legacy Use can reasonably be made a Conforming Legacy Use, Ohkinniinaa ki Ninaiiks may direct a transition plan with timelines and conditions, including cessation of certain activities, environmental remediation, Infrastructure modifications, or boundary adjustments. The Legacy Land User may be required to pay all costs associated with any transition plan or conditions.

3.3 LEGACY DECLARATION REQUIREMENT

3.3.1 Any person claiming a continuing Legacy Land Use shall submit a Legacy Use Declaration (Appendix "L") to Land Management within [one hundred and eighty (180) days] after this Policy comes into force, or within such other period approved by Ohkinniinaa ki Ninaiiks by Council Resolution.

3.3.2 The Land Manager may also initiate a Legacy Use Declaration process by notifying an occupant or Siksika Land user that Land Management has identified a potential Legacy Land Use requiring review under Section 3.0.

3.3.3 A Legacy Land Use Declaration (Appendix "L") is a streamlined application which shall include, at a minimum:

- a) The name of the persons claiming the Legacy Land Use, and contact information;
- b) A description of the location and approximate boundaries of the Legacy Land Use or occupied, including a sketch or map sufficient for Land Management field verification;
- c) A description of any existing Infrastructure, utilities, fencing, corrals, buildings, or other improvements associated with the Legacy Land Use;
- d) All available evidence of historic approval and continuity of use, including any information required under Section 3.4;
- e) A declaration that the Legacy Land Use is continuing and has not been discontinued for six (6) consecutive months or more in the previous two (2) years, except for seasonal use where the nature of the use reasonably requires periods of non-use.

3.3.4 The Land Manager shall confirm completeness of a Legacy Use Declaration [within thirty (30) days], and may require a field visit and meeting (similar to a pre-application meeting under

section 2.1) to clarify boundaries, land use details, and any safety or environmental concerns.

3.4 EVIDENCE OF HISTORIC APPROVAL AND CONTINUITY

- 3.4.1 Evidence of historic approval of Siksika Land Use by Ohkinniinaa ki Ninaaiks may include, without limitation:
- a) Council Resolutions, motions, minutes, letters, maps, or other written records of Ohkinniinaa ki Ninaaiks;
 - b) Land Management records, including correspondence, site files, or payment records;
 - c) Records from relevant Service Areas, including Public Works and Engineering Services, evidencing installation or servicing consistent with the claimed approval;
 - d) Sworn statements or written statements from knowledgeable Siksika'i'koan or Elders describing the historic approval and continuity of the use; and
 - e) Photographs, surveys, aerial imagery, or other evidence showing longstanding use consistent with the claimed approval.
- 3.4.2 Where documentary evidence is missing or incomplete, a historical approval may be recognized where, on the balance of probabilities, the Land Manager and Ohkinniinaa ki Ninaaiks are satisfied that:
- a) Ohkinniinaa ki Ninaaiks approved the Legacy Land Use; and
 - b) The Legacy Land Use has been continuing substantially as approved.
- 3.4.3 Land Management may undertake its own research, in conjunction with other Service Areas if necessary, to find any related documents or evidence related to the Legacy Land Use, including any related Council Resolutions.
- 3.4.4 Land Management Employees shall ensure that all documents related to Legacy Use Declarations are properly stored in the Registry Database for tracking, transparency, and future reference.
- 3.4.5 A Legacy Use Declaration based solely on a private arrangement between individuals, without historic approval by Ohkinniinaa ki Ninaaiks, is not a Legacy Land Use and may constitute a Buckshee Lease. A Buckshee Lease must proceed under the regular Application process to be compliant with this Policy.

3.5 INTERIM AUTHORISATION PENDING DECISION

- 3.5.1 Upon confirming that a Legacy Use Declaration is complete, the Land Manager may issue an Interim Authorisation that permits the declared Legacy Use to continue pending review and decision by Ohkinniinaa ki Ninaaiks under this Section 3.0.
- 3.5.2 An Interim Authorisation:
- a) Permits only the continuation of the existing Legacy Use as declared;
 - b) Does not permit any Material Change, transfer, assignment, or expansion;
 - c) Does not permit new Infrastructure or major renovation except as required to address immediate health or safety risks, as directed by Land Management; and

- d) May include temporary conditions reasonably required to protect health, safety, environmental values, or adjacent land uses.

3.5.3 The Interim Authorisation expires automatically upon the earliest of:

- a) Execution of a Land Use Agreement under Section 0;
- b) An Ohkinniinaa ki Ninnaiks decision rejecting or discontinuing the Legacy Land Use; or
- c) The Legacy Land User failing to comply with the terms of the Interim Authorisation or this Policy.

3.6 PUBLIC NOTICE AND CONFLICTING CLAIMS

3.6.1 Where a Legacy Use Declaration (Appendix “L”) is submitted, Land Management shall issue public notice of the Legacy Use Declaration and its key claims if:

- a) Documentation is missing or unclear and there is a reasonable risk of conflicting claims;
- b) The identity of the original beneficiary of an approval is unclear;
- c) Boundaries are uncertain and may overlap with other Siksika Land users; or
- d) The Land Manager otherwise determines that public notice is necessary to protect fairness and transparency.

3.6.2 Public notice under Section 3.6.1 shall remain open for not less than thirty (30) days, during which other persons may submit written comments or competing claims to Land Management.

3.6.3 The Land Manager shall summarise relevant information received pursuant to the public notification process in the Legacy Land Management Report, and may request further information from any party for that purpose.

3.7 LAND MANAGER REVIEW AND REFERRAL PROCESS

3.7.1 Upon receipt of a complete Legacy Use Declaration (Appendix “L”) and completion of any required field verification or public notification period, the Land Manager shall conduct a review of the claimed Legacy Land Use.

3.7.2 The Land Manager shall:

- a) Verify the completeness of the record, including evidence of historic approval and continuity of use;
- b) Assess the Legacy Land Use against the criteria in sections 3.2.1 and 3.2.2 regarding Conforming Legacy Use and Non-Conforming Legacy Use;
- c) Ensure that all responses to the public notification, if applicable, have been compiled in a report;
- d) Review the completed Legacy Use Declaration (Appendix “L”) and determine whether the Legacy Land Use is compliant with the Land Use Plan and Land Use Map (Appendix “C”);
- e) Circulate the Legacy Use Declaration to all relevant Service Areas for review and feedback within thirty (30) working days, after which:
 - i) If no response is received, the Land Manager may proceed to completing the Legacy Land Management Report; and

- ii) if a response is received, the Land Manager will engage with the responding Service Area to resolve or address any concerns;
 - f) Refer the matter to the Land Advisory Group where necessary under Section 3.8; and
 - g) Prepare or direct the preparation of the Legacy Land Management Report in accordance with Section 3.7.4 for consideration by Ohkinniinaa ki Ninaaiks.
- 3.7.3 The Land Manager may require additional information from the Legacy Land User or relevant Service Areas where necessary to complete the review, including technical assessments, site inspections, or clarification of historic use.
- 3.7.4 The Legacy Land Management Report shall be in the form set out in Appendix “M” and clearly identify:
- a) The evidence relied upon;
 - b) Any areas of uncertainty or dispute;
 - c) The results of the Land Manager’s review under Section 3.7.2;
 - d) Recommended conditions, timelines, or transition measures; and
 - e) Any enforcement considerations where applicable.

3.8 REFERRAL TO LAND ADVISORY GROUP

- 3.8.1 The Land Manager shall refer a Legacy Use Declaration to the Land Advisory Group for review and recommendation where:
- a) There is a conflicting or insufficient evidence of historic approval;
 - b) There are competing claims or uncertainty as to the identity of the original beneficiary;
 - c) The boundaries of the Legacy Land Use are unclear or potentially overlap with other users;
 - d) The Legacy Land Use raises complex technical issues, including Infrastructure, servicing, health or environmental risk, or compatibility with adjacent uses;
 - e) The Legacy Land Use may be a Non-Conforming Legacy Use or requires significant modification or a transition plan;
 - f) The matter involves a Buckshee Lease or a potential informal or unauthorized arrangement requiring clarification; or
 - g) The Land Manager otherwise determines that cross-departmental or historical expertise is required.
- 3.8.2 The Land Manager may refer any other Legacy Use Declaration to the Land Advisory Group at their discretion where the matter is complex, sensitive, or may have broader implications for Siksika Nation or Siksika’i’koan.
- 3.8.3 If a Legacy Use Declaration is referred to the Land Advisory Group, the Land Advisory Group shall:
- a) Review the materials, including the Legacy Land Management Report;
 - b) Provide written recommendations to Land Management on:
 - i) Whether a historic approval is supported on the available evidence;

- ii) Whether the use is a Legacy Conforming Use or Legacy Non-Conforming Use;
- iii) Any required conditions, mitigation measures, or transition steps; and
- iv) Whether the use should be reaffirmed, modified, or rejected; and
- c) The Land Advisory Group may request additional information or recommend further engagement before providing its recommendation.

3.8.4 The Land Advisory Group acts in an advisory capacity only and shall not make final decisions.

3.9 REVIEW AND DECISION BY OHKINNIINAA KI NINAAIKS

3.9.1 After receiving the Legacy Land Management Report and any Land Advisory Group recommendations, Ohkinniinaa ki Ninaaiks may, by Council Resolution:

- a) Reaffirm the historic approval, subject to entering into a Land Use Agreement under section 4.0;
- b) Subject to Section 3.9.2, reaffirm the historic approval with modifications or conditions required to make the use a Conforming Legacy Use within a defined timeline; or
- c) Subject to Section 3.9.2, reject or discontinue the claimed Legacy Land Use, and direct Land Management to take steps under Section 5.0 (Access and Trespass) and Section 5.2 (Non-Compliance and Enforcement), or any other reasonable steps to enforce Ohkinniinaa Ki Ninaaiks' decision.

3.9.2 Where Ohkinniinaa ki Ninaaiks are considering modifying, rejecting, or discontinuing a claimed Legacy Land Use, it shall provide the Legacy Land User with:

- a) Written notice of the concerns and the information relied upon to the extent reasonably possible;
- b) A reasonable opportunity to provide written submissions and supporting information to Ohkinniinaa ki Ninaaiks; and
- c) Where the matter is complex or the potential impact is significant, an opportunity to provide oral submissions to Ohkinniinaa ki Ninaaiks.

3.9.3 The Council Resolution approving a Legacy Use Declaration shall set out:

- a) The Legacy Use Declaration and surrounding facts and evidence;
- b) Ohkinniinaa ki Ninaaiks approval;
- c) The expiration date of the land use, if any;
- d) Any conditions or modifications imposed by Ohkinniinaa ki Ninaaiks, including cost responsibility for completing conditions or modifications; and
- e) Authorization for the Land Manager or Executive Director – Government and Industry Office to enter into a Land Use Agreement with the Legacy Land User on the terms set out in the Council Resolution.

3.10 DECISION REPORTING AND LAND USE AGREEMENT

3.10.1 The Council Resolution deciding a Legacy Use Declaration shall be provided to the Land Manager. On receipt of the Council Resolution, the Land Manager shall:

- a) Take the necessary action to implement the direction given by Ohkinniinaa ki Ninaaiks;
- b) Notify the Legacy Land User in writing of Ohkinniinaa ki Ninaaiks' decision;
- c) Document and file the approval or disapproval by Ohkinniinaa ki Ninaaiks in the Registry Database; and
- d) Where a Legacy Use Declaration is approved, enter into a Land Use Agreement with the Legacy Land User subject to the terms and conditions of approval.

3.10.2 Where Ohkinniinaa ki Ninaaiks confirm the Legacy Use Declaration, the Legacy Land User shall enter into a Land Use Agreement under Section 4.0 within ninety (90) days of the Council Resolution or such other period set by Ohkinniinaa ki Ninaaiks.

3.10.3 If a Legacy Land User fails or refuses to enter into a Land Use Agreement within the required timeline, the Interim Authorisation expires, and the Siksika Land use shall be treated as unauthorised for the purposes of enforcement under Section 5.2.

3.11 REQUEST FOR RECONSIDERATION

3.11.1 A Legacy Land User may, within thirty (30) business days after receiving the Ohkinniinaa ki Ninaaiks decision, request a reconsideration of said decision by Submitting a Request for Reconsideration (Appendix K) to Land Management.

- a) Land Management will review and submit a Request for Reconsideration to Ohkinniinaa ki Ninaaiks and add any additional context or information that will aid Ohkinniinaa ki Ninaaiks in its determination; and
- b) A reconsideration decision of Ohkinniinaa ki Ninaaiks is final and binding without any further right of appeal.

3.12 RELATION TO ENFORCEMENT FOR UNAPPROVED INFRASTRUCTURE

3.12.1 Section 5.2.3 (unapproved Infrastructure) does not apply to Infrastructure that existed prior to the coming into force of this Policy and is associated with a completed Legacy Use Declaration while Interim Authorisation remains in effect, unless the Land Manager determines that urgent action is required due to health, safety, or significant environmental risk.

3.12.2 Any new Infrastructure, expansion or major renovation undertaken after this Policy comes into force without a Land Use Agreement and required approvals is subject to enforcement under Section 5.2.3.

4.0 LAND USE AGREEMENTS

4.1 RESPONSIBILITIES OF APPLICANTS AND LEGACY LAND USERS

- 4.1.1 Approved Applicants must comply with all pre-conditions set out in their approved Land Use Application and, if applicable, Land Use Plan Amendment before a Land Use Agreement is entered into, including payment of any fees or expenses, providing any required documentation, and receiving any required development approvals.
- 4.1.2 Approved Legacy Land Users must comply with all pre-conditions or modifications set out Ohkinniinaa ki Ninaaiks' approval before a Land Use Agreement is entered into..

4.2 LAND USE AGREEMENT

- 4.2.1 Applicants whose Land Use Applications have been approved in accordance with this Policy, and Legacy Land Users whose Legacy Use Declaration has been approved in accordance with this Policy shall enter into a Land Use Agreement.
- 4.2.2 A form of Land Use Agreement is set out in Appendix J, however Siksika Nation may require a different form of Land Use Agreement based on the complexity or specific requirements of the Land Use Application or Legacy Use Declaration. Alternative forms of Land Use Agreements must be approved by Ohkinniinaa ki Ninaaiks during the approval process in section 2.7 or 3.9. For further clarity, Ohkinniinaa ki Ninaaiks may affirm the terms and continuity of any previously signed land use agreement in place of a Land Use Agreement for a Legacy Land User.

4.3 PERMITTED LAND USES AND LIMITATIONS

- 4.3.1 A Land Use Agreement may confer exclusive use and occupation to Land Users depending on its terms, but does not constitute a certificate of possession, a certificate of occupation, nor lawful possession of land as defined in the *Indian Act*. For greater certainty, an Interim Authorisation does not create exclusive use and is limited to continuation of the declared Legacy Land Use pending Ohkinniinaa ki Ninaaiks' decision.
- 4.3.2 The Land User is responsible for complying with:
 - a) All requirements for land use set out in this Policy, including this section 4.3;
 - b) All requirements set out in the Land Use Agreement, as well as any requirements or conditions in the approved Land Use Application, Legacy Use Declaration, or Land Use Plan Amendment Application;
 - c) All applicable Siksika Nation laws, policies, regulations, by-laws and protocols; and
 - d) All applicable federal and provincial laws.
- 4.3.3 The permission to use and occupy any part of Siksika Lands under a Land Use Agreement is subject to the following:
 - a) A Land Use Agreement is strictly conditional upon the Land User using the Siksika Lands for the purpose approved by Ohkinniinaa ki Ninaaiks in accordance with this Policy;
 - b) The right to exclusive use and occupation of any Siksika Lands may only be created by a Land Use Agreement;

- c) The Land Use Agreement is not transferable and may not be assigned except in accordance with section 4.4 below;
- d) Where the approved Land Use Application proposes any form of construction, unless otherwise set out in the Land Use Agreement, construction must begin within one (1) year of the start date specified in the Land Use Agreement, or the Land Use Agreement may be cancelled and associated Siksika Lands revert back to the Siksika Nation;
- e) Unless otherwise provided, a Land Use Agreement does not include Riparian Rights;
- f) Land Users shall not interfere with natural drainage or ordinary cultivation of adjacent Siksika Lands;
- g) Land Users are responsible for ensuring that Siksika Lands subject to the Land Use Agreement are kept in a safe, clean and orderly condition, and Land Management or any other Service Area may assess whether the Siksika Lands meet this provision and issue any directions or corrective measures required;
- h) Unless made in accordance with this Policy:
 - i) any agreement, instrument or document that purports to grant or confer on any Applicant a permanent or indefinite right or interest to possess Siksika Lands shall be of no force or effect; and
 - ii) no Applicant shall receive an allocation of Siksika Lands of a permanent nature for residential or other purposes, and no law or instrument purporting to create such an allocation shall be of any force or effect;
- i) Unless authorized by a Land Use Agreement, Land Users are prohibited from using Siksika Lands for any financial gain whatsoever, whether such financial gain is received directly or indirectly from such use; and
- j) Siksika'i'koan are prohibited from granting any interests or Buckshee Leases in Siksika Lands to any other person for any use whatsoever.

4.3.4 Non-Siksika'i'koan land use must follow the same application and approval process set out in this Policy, and the permission for a Non-Siksika'i'koan to use and occupy any part of Siksika Lands under a Land Use Agreement is subject to the following:

- a) Non-Siksika'i'koan may only use Siksika Lands that have been designated under the *Indian Act*; and
- b) The use of Siksika Lands is subject to the Reserve Land Environmental Management Program (RLEMP) process.

4.4 TRANSFERS AND SUCCESSION

- 4.4.1 Land Use Agreements are conferred only to the Land User and are not transferrable or assignable, except in accordance with this section.
- 4.4.2 The administrator of the estate of a deceased Siksika'i'koan that is the party to a Land Use Agreement may apply to Land Management for a transfer or assignment of the Land Use Agreement, in accordance with the estate requirements set out in the *Indian Act* and *Indian Estate Regulations*. The application for transfer or assignment shall be at the discretion of the Land Manager, and may be approved, rejected, or approved with new conditions.

- 4.4.3 Where a Land Use Agreement concerns a family home, the rights of spouses or common-law partners under the *Family Homes on Reserve Act* apply, as follows:
- a) *Family Homes on Reserve Act* will prevail in the event of any conflict with the Land Use Agreement or this Policy, until such a time as Siksika Nation enacts its own matrimonial real property law;
 - b) Where the *Family Homes on Reserve Act* applies, the spouse or common-law partner seeking to benefit from it shall make an application to the Land Manager for transfer or assignment of the applicable Land Use Agreement; and
 - c) The Land Manager may approve, approve with new conditions, or reject the application, as long as the requirements of the *Family Homes on Reserve Act* are met.
- 4.4.4 In relation to any request for a transfer or assignment in accordance with this section, all applicable Siksika Nation policies must be followed. Where a Nation Owned Home or Privately Owned Home is subject to a Land Use Agreement:
- a) The Land Manager shall coordinate with Siksika Housing to ensure a coordinated decision is made; and
 - b) The terms of the Siksika Nation Rental Housing Policy, and any other applicable Siksika Nation policy will apply to the decision for transfer or assignment.

5.0 ACCESS TO SIKSIKA LANDS AND TRESPASS

5.1 ACCESS

- 5.1.1 Siksika Nation Tribal Administration reserves the right to require any person accessing Siksika Lands to disclose to Siksika Nation Tribal Administration their names and their uses of Siksika Lands.
- 5.1.2 Authorized Personnel, including Land Management Employees may enter Siksika Lands at any time for inspections or access, provided they avoid damage to fence lines or other structures, unless otherwise authorized by Land Management.
- 5.1.3 Any person or organization (including contractors, subcontractors, firms, corporations, or Related Bodies) must obtain written authorization from Land Management before entering Siksika Lands, unless they have a right of access under the Siksika Nation Trespass By-Law
- 5.1.4 Siksika Nation is not responsible for the actions of Non-Siksika'i'koan who are invited onto Siksika Lands by Siksika'i'koan. Any such invitees must comply with all applicable Siksika Nation laws, including the Trespass By-law.

5.2 NON-COMPLIANCE AND ENFORCEMENT

- 5.2.1 All unauthorized use, occupation, or access to Siksika Lands in violation of this Policy may constitute an offence under the Trespass By-law and be subject to removal, penalties, or prosecution accordingly.
- 5.2.2 If an Applicant, Legacy Land User or Land User fails to comply with this Policy or any Land Use Agreement, Land Management may:
 - a) Reject the associated Land Use Application, Legacy Use Declaration, or Land Use Plan Amendment Application;
 - b) Cancel the Land Use Agreement, which will terminate all rights under the Land Use Agreement and revert the use and access of the Siksika Lands back to the Siksika Nation;
 - c) Subject any future Land Use Applications by the former Land User or Applicant to a five hundred dollar (\$500) fee;
 - d) Report the person for trespassing pursuant to the Siksika Nation Trespass By-Law.
- 5.2.3 If Infrastructure is constructed on Siksika Lands without a valid Land Use Agreement, applicable approvals under Siksika Nation policies, and the consent of Ohkinniinaa ki Ninaaiks by Council Resolution:
 - a) Land Management will issue a written notice identifying the unauthorized structure and order its removal within a reasonable period as specified;
 - b) If the Applicant refuses to remove the Infrastructure, Land Management shall, with approval from Ohkinniinaa ki Ninaaiks, remove the Infrastructure at the contravening person's expense;
 - c) Any outstanding amount from b) shall remain a debt owing to Siksika Nation until repaid in full, including interest; and
 - d) The person subject to the written notice shall not be permitted to make any future Land Use Applications until the debt is repaid in full.

5.2.4 Section 5.2.3 does not apply to Infrastructure addressed under Section 3.12 regarding Legacy Land Use Infrastructure.

6.0 CONFLICT OF INTEREST

- 6.1.1 This section applies to:
- a) All Personnel involved in any matter related to Siksika Lands;
 - b) All members of the Land Advisory Group participating in matters related to Siksika Lands; and
 - c) Any member of Ohkinniinaa ki Ninaaiks involved in decisions or discussions related to Siksika Lands.
- 6.1.2 If any individual identified in Section 6.1.1 has an actual or perceived interest, financial or otherwise, in a matter under consideration that may involve themselves or their Immediate Family, that individual:
- a) Shall disclose his or her interest to the Land Manager or Tribal Manager as applicable, prior to any discussion or decision on the matter; and
 - b) Shall recuse themselves from all deliberations, discussions, and recommendations related to that matter.
- 6.1.3 If a majority of the members of the Land Advisory Group are unable to participate in a matter due to a conflict of interest, the matter shall be referred to Ohkinniinaa ki Ninaaiks for review and decision.
- 6.1.4 If an individual fails to disclose all applicable conflicts of interest in a matter and participates in the deliberation or decision making of said matter, that individual may be subject to disciplinary action, including suspension or termination, in accordance with Siksika Nation's applicable rules, policies and procedures for addressing conflicts of interest.

7.0 LAND ADVISORY GROUP

7.1 ESTABLISHMENT OF THE LAND ADVISORY GROUP

- 7.1.1 The Land Advisory Group is established by the Land Manager as a standing advisory body to provide historical, technical, interdepartmental, and policy-related guidance on complex or exceptional land use matters. The Land Advisory Group shall be convened as needed and shall operate in accordance with its terms of reference, as approved by the Land Manager and endorsed by Ohkinniinaa ki Ninnaiks.
- 7.1.2 The Land Advisory Group shall be composed of representatives from Service Areas with technical responsibilities related to Siksika Land use, as further set out below.

7.2 RESPONSIBILITIES OF THE LAND ADVISORY GROUP

- 7.2.1 The Land Advisory Group serves in an advisory capacity only and does not have the authority to approve or enact laws, resolutions, policies, or procedures related to land matters.
- 7.2.2 The Land Advisory Group may be convened to review and make recommendations in relation to:
- a) Annual amendments or revisions to this Policy;
 - b) Land Use Applications, as requested by the Land Manager in accordance with this Policy;
 - c) A Land Use Plan Amendment Application;
 - d) Requests for land use that are not currently defined in the Land Use Plan;
 - e) Requests for Reconsideration;
 - f) Legacy Use Declarations involving Legacy Land Use; or
 - g) Any other situation deemed appropriate by the Land Manager.

7.3 LAND ADVISORY GROUP TERMS OF REFERENCE

- 7.3.1 The Land Manager shall create and approve terms of reference for the Land Advisory Group, which shall include:
- a) A mandate to provide coordinated, cross-departmental advice and recommendations on all matters within its scope of work under this Policy;
 - b) A description of the processes or considerations for all matters within its scope of work;
 - c) A membership doctrine that defines the Land Advisory Group members and how additional members may be invited based on the nature of the application, and sets out the members as including:
 - i) Land Manager, who will act as chair;
 - ii) Public Works manager;
 - iii) Siksika Housing manager;
 - iv) Engineering Services manager;

- v) Lands clerk or other administrative Personnel, who will act as note taker and meeting support;
- vi) Chief Operating Officer;
- vii) Director of Government Relations; and
- viii) Tribal Manager;
- d) A process for allowing two additional observers with knowledge about Siksika Lands and Siksika Nation to be included in the Lands Advisory Group process; and
- e) Meeting procedures, meeting frequency, decision-making procedures and reporting mechanisms.

7.3.2 The Lands Advisory Group terms of reference shall be reviewed annually by the Land Manager and updated as required to reflect all relevant changes in Policy, governance structure, or land use priorities.

APPENDIX "A"

Approvals and Amendments Record

Office of Chief and Council

Memo



To: Richard Sparvier, Tribal Manager
Hester Breaker, Lands Manager

From: Jenny Goodin, October 2022 Co-Chair

CC: Chief and Council
File

Re: Motion

Date: October 18, 2022

At the called General Council Meeting of Siksika Nation Chief and Council the following motion was approved:

A MOTION was MADE and SECONDED to approve the Land Use Policy as presented to council on October 18 2022 subject to minor edits as discussed.

Carried.



BAND COUNCIL RESOLUTION

Chronological number	BCR# 2026-58
File reference number	Page 1 of 2

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The Council of the Siksika Nation		Cash free balance
Duly convened meeting date (YYYYMMDD)		Capital account (\$)
2026-06-18	Province/Territory Alberta	Revenue account (\$)

Do hereby resolve

AT A DULY CONVENED meeting of the Siksika Nation Ohkinniinaa ki Ninaaiks ("**Council**") held on the 18th day of June, 2026, Council passed the following Band Council Resolution:

WHEREAS Council, as duly elected leaders, are empowered to act on behalf of the members of the Siksika Nation and are responsible for the peace, order, and good government of the Nation;

WHEREAS the Siksika Nation has and exercises the inherent right to govern, manage, administer, and protect Siksika Lands, and administers Siksika Lands under the Reserve Land and Environment Management Program;

WHEREAS Council approved the Siksika Nation Land Use Policy (the "**Land Use Policy**") by motion at a duly convened meeting of Council on October 18, 2022;

WHEREAS section 1.2.3 of the Land Use Policy provides that only Ohkinniinaa ki Ninaaiks may approve amendments by Resolution, and section 1.2.1 provides that the amendments come into effect under the authority of Ohkinniinaa ki Ninaaiks, in accordance with the Nation's laws, customs, and traditions;

WHEREAS the amended Land Use Policy was presented to Council at a First Reading on May 20, 2026; and the revised amended Land Use Policy has been returned to Council for Second Reading as of the date of this Resolution;

WHEREAS Land Management and the Tribal Manager have reviewed the Land Use Policy and recommend it for Council approval;

WHEREAS after due consideration, Council has determined that it is in the best interests of the Siksika Nation and Siksika'i'koan to approve the Land Use Policy;

Quorum 7	Siipiinaomahka Samuel Crowfoot - Chief	
X	X	
Aakomianista'paaki Candace Backfat - Councillor	Amiianisstohkitopi Carlton Big Snake - Councillor	Miistapainihki Owen Crane Bear - Councillor
X	X	X
Aisstainihki Romeo Crowchief - Councillor	Miksstamik Darrell Daniels - Councillor	Ahsoapitisowo Louise Doore - Councillor
X	X	X
Ksistsikomia'ki, Tracy McHugh - Councillor	Kistsiponista, Kendall Panther Bone - Councillor	Natoyiksiskstakiaaki Lenora Rabbit Carrier - Councillor
X	X	X
Kanaikito Ike Solway - Councillor	Miisamoh'posskina'ki Jamie Spring Chief - Councillor	Anaakiitapii Stephen Yellow Old Woman - Councillor
X	X	X

ISC USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature		Date (YYYYMMDD)	Recommending officer Signature		Date (YYYYMMDD)
Approved by Signature		Date (YYYYMMDD)	Approved by Signature		Date (YYYYMMDD)



BAND COUNCIL RESOLUTION

Chronological number	BCR # 2026-38
File reference number	Page 2 of 2

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The Council of the Siksika Nation		Cash free balance
Duly convened meeting date (YYYYMMDD)		Capital account (\$)
Province/Territory Alberta		Revenue account (\$)

Do hereby resolve
NOW THEREFORE BE IT RESOLVED THAT:

- 1. Council hereby approves and adopts the Land Use Policy in the form presented to Council, which amends and replaces the Land Use Policy approved by motion of Council on October 18, 2022.
- 2. The Land Use Policy comes into effect on the date of this Resolution in accordance with section 1.2.1.
- 3. A copy of this Resolution shall be recorded in Appendix A in accordance with sections 1.2.1 and 1.2.3.
- 4. Council directs Land Management to make the Land Use Policy available to Siksika'i'koan within sixty (60) days of approval in accordance with section 1.2.4, and directs all service areas of Siksika Nation Tribal Administration to adhere to and implement the Land Use Policy.
- 5. Any future amendments shall follow the annual review process in section 1.2.2 and shall be subject to Council approval by Resolution in accordance with section 1.2.3.

Quorum 7	Siipiinaomahka Samuel Crowfoot - Chief	
X	X	
Aakomianista'paaki Candace Backfat - Councillor	Amiianisstohkitopi Carlton Big Snake - Councillor	Miistapainihki Owen Crane Bear - Councillor
X	X	X
Aisstainihki Romeo Crowchief - Councillor	Miksstamik Darrell Daniels - Councillor	Ahsoapitisowo Louise Doore - Councillor
X	X	X
Ksistsikomia'ki, Tracy McHugh - Councillor	Kistsiponista, Kendall Panther Bone - Councillor	Natoyiksiskstakiaaki Lenora Rabbit Carrier - Councillor
X	X	X
Kanaikito Ike Solway - Councillor	Miisamoh'poskina'ki Jamie Spring Chief - Councillor	Anaokitapii Stephen Yellow Old Woman - Councillor
X	X	X

ISC USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature		Date (YYYYMMDD)	Recommending officer Signature		Date (YYYYMMDD)
Approved by Signature		Date (YYYYMMDD)	Approved by Signature		Date (YYYYMMDD)

APPENDIX “B”
Detailed Summary of Approvals
and Amendments Record



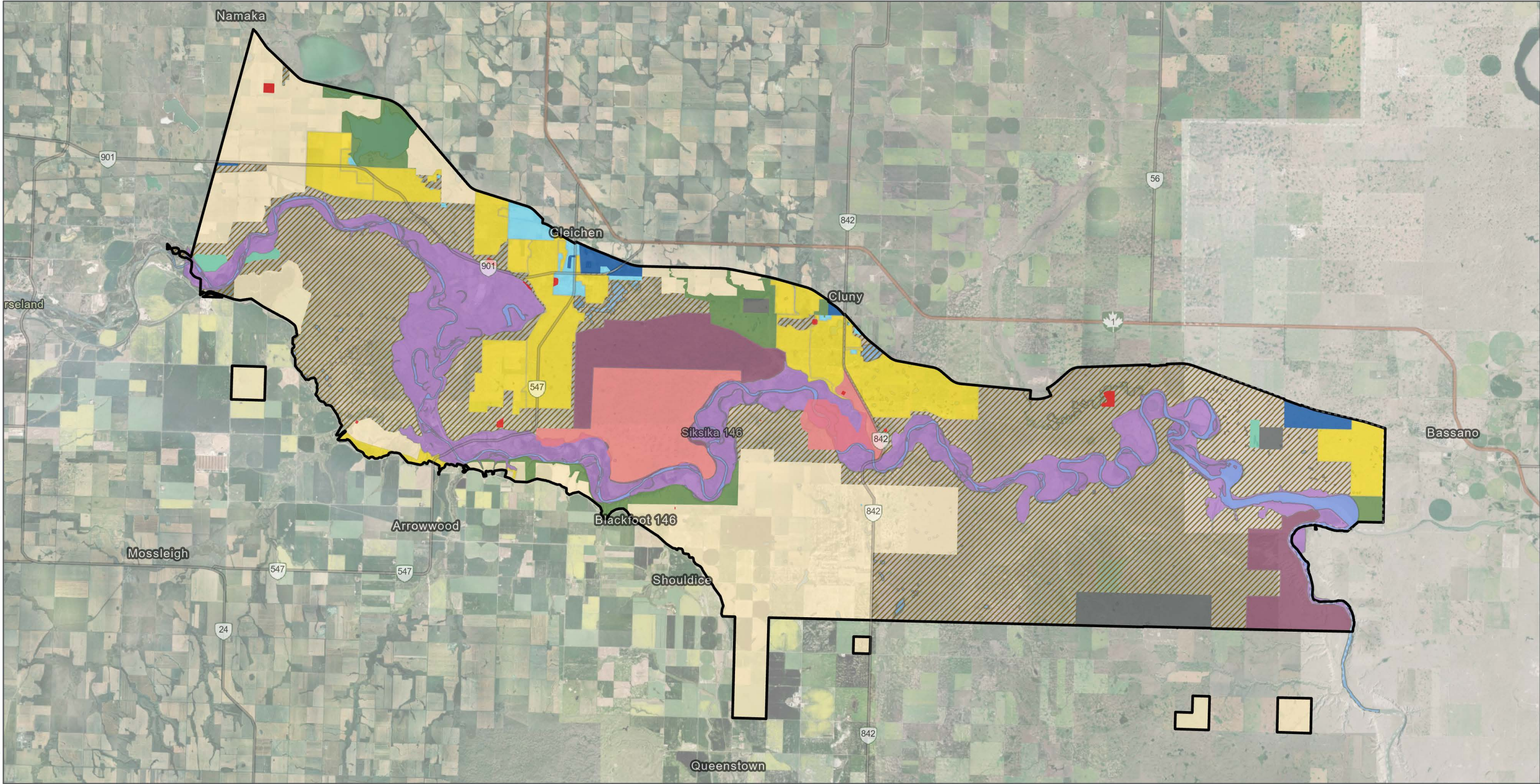
DETAILED SUMMARY OF APPROVALS AND AMENDMENTS RECORD

[illegible]

APPENDIX “C”

Land Use Map

U:\Projects_CAL\1490\0005\01\ND-Design\GIS\Projects\Pro_Projects\1490_0005_01_Siksika - Land Use Plan - Draft\ReportFig - 2023\025.aprx\Siksika Nation - Land Use Plan - Proposed Land Use.aprx
Last updated by SdeBoerFuller on February 1, 2024 at 4:24 PM
Last exported by SdeBoerFuller on February 1, 2024 4:24 PM
Last updated by SdeBoerFuller on February 1, 2024 at 4:24 PM
Last exported by SdeBoerFuller on February 1, 2024 4:24 PM



0 1 2 3
Kilometers

Coordinate System:
NAD 1983 CSRS UTM Zone 12N

Scale: 1:180,000
(When plotted at 11"x17")



Legend

- Siksika Nation Boundary
- Waterbodies/Rivers
- Future Land Use
 - litainsimoap - Agriculture
 - litaipoyatstoap - Grazing
 - litapaihktakiop - Commercial
 - ihayissitapiiyoipists - Community Uses
 - Industrial
 - litokoiskoap - Residential
 - Itawakomootsiyoap - Parks & Natural Areas
 - litohkootsimoap - Resource Development
 - litaihtsootsoap - Cemetery
 - litaipoyiskhtsiip niitaipaytapiiyoap - Cultural (Traditional)
 - Natoyskahkommists - Sacred Sites
 - litokakoyii - Bow Valley Flood Plain

Project #: 1490.005.01
Author: SDF
Checked: LC
Status: **Review**
Revision: A
Date: 2024 / 2 / 1

The accuracy & completeness of information shown on this drawing is not guaranteed. It will be the responsibility of the user of the information shown on this drawing to locate & establish the precise location of all existing information whether shown or not.



Siksika Nation
Land Use Plan
FIGURE 4
Future Land Use

APPENDIX “D”
Pre-Application Meeting Request Form



Siksika Nation

PRE-APPLICATION MEETING REQUEST

APPENDIX "D"

Are you planning to construct a new building, add a permanent structure, or change the activity occurring on the land? If so, scheduling a Pre-Application Meeting with Lands Management Service Area (LMSA) staff is a great first step.

A Pre-Application Meeting is highly recommended before submitting a formal Land Use Application and/or Land Use Plan Amendment. This conversation helps identify potential challenges, information gaps, and any additional technical requirements needed for a smoother review process.

For more details about the Pre-Application Meeting or the application process, contact Land Management by phone at **403-734-5282**, by email at **landsreception@siksikanation.ca**, or visit in person and ask for lands administrator. You can also refer to the Land Use Application Guide for further guidance.

Date:

APPLICANT INFORMATION:

Full Name:

Phone:

Email:

*Registration of Indian Status (Band Number):

If you are a registered member of a different
First Nation, please specify which nation:

*optional information

Potential Project Location & Land Information:

Potential Location(s) up to three: Description or Lot Parcel number(s)	
Land Use(s):	

LAND FEATURES FOR POTENTIAL LOCATION(S)

You may provide up to three proposed locations, please complete a site visit of each and include the land features available (if known). Select up to 3 per proposed location.

LAND FEATURE	PROPOSED LOCATION 1	PROPOSED LOCATION 2	PROPOSED LOCATION 3
Access to Public Road			
Water			
Sewer			
Power			

LAND FEATURE	PROPOSED LOCATION 1	PROPOSED LOCATION 2	PROPOSED LOCATION 3
Natural Gas			
Telephone			
Garbage Collection			

PROPOSED LAND USE APPLICATION DETAILS:

Please provide a brief description of the development opportunity you are exploring:

1. Are you planning on constructing a new building?
2. Have you previously discussed with Land Management staff about this project?
3. What questions or concerns would you like to discuss during the meeting with Land Management?
4. Do you have a preferred meeting date and time? Would you prefer an in-person or virtual meeting?
5. What is your preferred method of communication (email/phone):

AGREEMENT & APPLICANT'S SIGNATURE

*By submitting this meeting request, I affirm that the information set forth in the request are true and complete.
I agree to call Siksika Land Management office at 403-734-5282 to update my information as needed.*

Submitted by:

Applicant (Print First and Last Name)

Signature

Co-Applicant (Print First and Last Name)

Signature

Signed on this _____ (Day) of _____ (Month), _____ (Year)

Thank you!

You will be contacted by Siksika Land Management staff should Land Management require further information.

OFFICE USE ONLY:

Application Received:

File Number Assigned:

OFFICE USE ONLY



Siksika Nation

PRE-APPLICATION FIELD VISIT

Date:

Staff/Land Inspector:

LAND INSPECTION REPORT

(determines whether the land can be used for the purposes intended by the Applicant)

1. Land Description (Township, Range)

2. Purpose of instrument

3. Land Features Available Services (check box - may select more than one):

LAND FEATURE			
Access to Public Road		Natural Gas	
Water		Telephone	
Sewer		Garbage Collection	
Power			

LAND USE

Existing Land Use

Proposed Land Use

ADJACENT LAND USES

East

West

North

South

4. Distance to nearest community

5. Additional Comments

6. Land Management Planning

Visited site

Meeting with applicant

Other site specific land management projects & management objectives (Ranching, Housing, etc).

Selected location meets the criteria to proceed with application.

Pictures attached

APPENDIX “E”
Land Use Application Form



Siksika Nation

LAND USE APPLICATION FORM

APPENDIX "E"

All applicable sections must be completed. Please call **403-734-5282**, email **landsreception@siksikanation.ca**, or visit Land Management in person and ask for the Land Administrator if you need assistance filling out any of the applicable fields. For more information on the fields below and to understand the Land Use Application process, see the **Land Use Application Information Guide**.

Date of Application:

APPLICANT

Full Name:

Organization (if applicable):

Address:

Phone:

*Registration of Indian Status (Band Number):

Email:

If you are a registered member of a different First Nation, please specify which nation:

CO-APPLICANT (IF APPLICABLE)

Full Name:

Organization (if applicable):

Address:

Phone:

*Registration of Indian Status (Band Number):

Email:

If you are a registered member of a different First Nation, please specify which nation:

*optional information

SITE CHARACTERISTICS

LEGAL DESCRIPTION (if known)	NE/NW/SE/SW	Section	Township	Range	W4M
GPS Coordinates (if known)					
Site Description (please fill out this field if legal description or GPS coordinates are not known)					
How is the site currently being accessed? (refer to road names if known)					

General Classification:

- Renovation to Existing Building (Y/N):
- Temporary Structure (Y/N):
- Transfer of Ownership (Y/N):
- Building Height (# of Stories or Metres/Feet):
- Building Size (in Square Feet/Metres):
- Number of Acres Requesting:
- Anticipated Occupancy (e.g. staff, clients, patients, residents):

Brief Description of Land Use Application (100 words or less):

Brief Description of Activities/Work to take place on site (100 words or less):

Community Benefits: Describe the benefits (in point form) that will result from the completion of the proposed development (100 words or less):

LAND FEATURES

LAND FEATURE			
Access to Public Road		Natural Gas	
Water		Telephone	
Sewer		Garbage Collection	
Power			

SERVICING

Please fill out the following questions under Servicing, for Capital Projects only.

Will the land require servicing as part of the land use application?

(This means infrastructure required to support a development and includes but is not limited to roads, pedestrian facilities, water systems, sanitary systems, drainage, flood protection, electrical power, communications, lighting, and other infrastructure to support the development).

Yes No

What are the water servicing needs (i.e. domestic, fire protection, irrigation, etc.)?

How will water services be provided (i.e. existing community system, new well, trucked water, etc.)?

How will sanitary sewer services be provided (i.e. existing community system, on-site septic system, holding tank, etc.)?

How will drainage impacts be managed (i.e. offsite discharge, on-site stormwater management, etc.)?

Will site fill be required?

Yes No

If yes, explain where fill is coming from and what measures are being taken to ensure it is clean fill?

Site fill means adding soil, gravel, sand, or other materials into a low or dug-out area to make the ground level

LAND USE **Refer to the Siksika Nation Land Use Plan Map to understand the current land use and the intent behind that use to see if your development is compatible, here: <https://experience.arcgis.com/experience/fd03974c9ab641a6819ba63f1a4e5690/page/Interactive-Land-Use-Map>*

	CURRENT LAND USE	PROPOSED LAND USE
IITOKOISKOAP- RESIDENTIAL		
IITAPAIHKHTAKIOP- COMMERCIAL		
OMIANISTAPOOTAKSINNISTS- INDUSTRIAL		
IITOHKOOTSIMOAP – RESOURCE DEVELOPMENT		
IITAINSIMOAP- AGRICULTURE		
IITAIPOYATSTOAP- GRAZING		
IHTAYISSITAPIIYOPISTS- COMMUNITY USE		
ATSIMMAPIISTS- SACRED SITES		
IITAIPOYISKHTSIIP NIITSIPAITAPIIYOAP- CULTURAL		
IITAIHTSOOTSOAP- CEMETERY		
IITOKAKOYII- BOW VALLEY FLOOD PLAIN		
ITAWAKOMOOTSIIYOAP- PARKS AND NATURAL AREAS		
IITAIKSKIMOAP IITAISIHKOOTAKIOP OMIANISTSAISKIISTS- HUNTING & HARVESTING		

Will a Land Use Plan Amendment be required? (Y/N/Unknown)

(An Amendment is required if you are proposing a new land use, that differs from the Land Use Plan Map.)

If yes, complete Schedule C: Land Use Amendment Application Form

If you selected litokoiskoap- Residential (as the current or proposed land use) please answer the following question below (#1):

1. What type of ownership model will apply to this home?

- Nation Owned Home
- Privately Owned Home
 - Stick-built
 - Prefab RTM
- Homeownership Program
- Other (e.g. seasonal cabin, RV, etc.,)

If you selected litainsimoap- Agriculture or litaipoyatstoap- Grazing (as the current or proposed land use), please answer the following questions (#1-4):

1. Do you have crop insurance (if applicable)?

- Yes, insurance provider and policy #:
- No

2. What is your anticipated Crop Plan (if applicable)?

Please provide specific information on what crops are being planted, anticipated yield per acre and farming methods.

CROP (ie. Mustards, oats, canola, wheat, barley, rye)	ANTICIPATED YIELD PER YEAR	FARMING METHODS (i.e. summer fallow, zero tillage, minimum tillage, organic, chemicals, fertilizers, or other details)	LOCATION

3. What is your anticipated Livestock Plan (if applicable)?

Please provide specific information on what crops are being planted, anticipated yield per acre and farming methods.

TYPE OF LIVESTOCK	AMOUNT	TYPE OF LIVESTOCK	AMOUNT
Bulls		Pigs	
Steers		Buffalo	
Cows		Horses	
Bull Calves		Feeding Plant	
Heifer Calves		Other, please list	
Chickens			

4. Equipment:

Provide a description of all equipment, owned and leased, including the following details- major pieces of equipment owned (including vehicles); new equipment to be purchased or leased (including supplier quotes); benefits of new equipment purchases; additions or deletions anticipated in the near future; loans or charges against the company-owned equipment

AGREEMENT & APPLICANT’S SIGNATURE

By submitting this application, I affirm that the information set forth in the application are true and complete. I understand that if my application is accepted, any false statement, omissions or other misrepresentations made by me on this application may result in cancellation of my request.

I agree to call Siksika Land Management office at 403-734-5282 to update my information as needed.

Submitted by:

Applicant (Print First and Last Name)

Signature

Co-Applicant (Print First and Last Name)

Signature

Signed on this

(Day)

of

(Month),

(Year)

Thank you!

You will be contacted by Siksika Land Management staff should Land Management require further information.

OFFICE USE ONLY:

Application Received:

File Number Assigned:

LAND USE APPLICATION CHECKLIST

APPENDIX E, SCHEDULE A

Please ensure that all relevant information has been included prior to submission. If you have any questions on whether an item is required or what information it includes, please contact LMSA at 403-734-5282, landsreception@siksikanation.ca, or in person at the Administration building.

REQUIRED ITEM	DESCRIPTION	COMPLETED BY APPLICANT	OFFICE USE ONLY	COMMENTS
Business plan (for all business ventures- including corporations, partnerships, sole proprietorship or social enterprise)	A Business Plan that describes the type of business and anticipated number of visitors (low, medium, high)			
Completed Application Form	Submission of this form, with all necessary information completed.			
Signature of the Applicant and Co-Applicant (if applicable)	Submission of this form, with all signatures included.			
Supporting Letter	A letter of endorsement from Chief and Council, administration or funder (if applicable), or a personal letter of endorsement.			
Map of Location	A site map or sketch of the location.			

REQUIRED ITEM	DESCRIPTION	COMPLETED BY APPLICANT	OFFICE USE ONLY	COMMENTS
Development Plan	A package that highlights the purpose and intent of the development, site plans and any architectural drawings.			
Compliance with Land Use Plan and Land Use Policy	A brief memo to identify whether the proposal complies with Siksika's Land Use Plan map and relevant policies			
Project Description Form (if submitting a capital project)	A completed Project Description Form which includes any required information on environmental concerns and waste management.			
Financial Information	Estimates of construction costs			
Funding Secured	Proposed financing/funding streams			
Community Communication and Engagement Strategy (mandatory for all applications)	Provide an explanation of what engagement has been completed, who was engaged or what engagement is upcoming, and outline the format. Include attachments of any engagement materials created.			

APPENDIX “F”
Land Use Plan Amendment
Application Form



Siksika Nation

LAND USE PLAN AMENDMENT APPLICATION

APPENDIX "F"

All applicable sections must be completed. Please call **403-734-5282**, email **landsreception@siksikanation.ca**, or visit Land Management and ask for the Land Administrator if you need assistance filling out any of the applicable fields. For more information on the fields below and to understand the Land Use Amendment process, see the **Land Use Application Information Guide**.

Date of Application:

Intent of Application:

- Are you building a permanent or temporary structure? (Y/N)
- Are you renovating an existing structure? (Y/N)
- Are you planning on keeping an existing building, but changing the use? (Y/N)

If you answered yes to any of these, this application should be submitted with a completed Appendix E: Land Use Application Form.

APPLICANT INFORMATION:

Full Name:

Organization (if applicable):

Address:

Phone:

Email:

*Registration of Indian
Status (Band Number):

If you are a registered member of a different
First Nation, please specify which nation:

CO-APPLICANT INFORMATION:

Full Name:

Organization (if applicable):

Address:

Phone:

Email:

*Registration of Indian
Status (Band Number):

If you are a registered member of a different
First Nation, please specify which nation:

*optional information

LAND USE *Refer to the Siksika Nation Land Use Plan Map to understand the current land use and the intent behind that use to see if your development is compatible, here: (scan QR code): <https://experience.arcgis.com/experience/fd03974c9ab641a6819ba63f1a4e5690/page/Interactive-Land-Use-Map>

	CURRENT LAND USE	PROPOSED LAND USE
IITOKOISKOAP- RESIDENTIAL		
IITAPAIHKHTAKIOP- COMMERCIAL		
OMIANISTAPOOTAKSINNISTS- INDUSTRIAL		
IITOHKOOTSIMOAP – RESOURCE DEVELOPMENT		
IITAINSIMOAP- AGRICULTURE		
IITAIPOYATSTOAP- GRAZING		
IHTAYISSITAPIIYOPISTS- COMMUNITY USE		
ATSIMMAPIISTS- SACRED SITES		
IITAIPOYISKHTSIIP NIITSIPAITAPIIYOAP- CULTURAL		
IITAIHTSOOTSOAP- CEMETERY		
IITOKAKOYII- BOW VALLEY FLOOD PLAIN		
ITAWAKOMOOTSIIYOAP- PARKS AND NATURAL AREAS		
IITAIKSKIMOAP IITAISIIKOOTAKIOP OMIANISTSASKIISTS- HUNTING & HARVESTING		

Please specify why the parcel was selected, and explain why a land use plan amendment is required?

AGREEMENT & APPLICANT'S SIGNATURE

By submitting this application, I affirm that the information set forth in the application are true and complete. I understand that if my application is accepted, any false statement, omissions or other misrepresentations made by me on this application may result in cancellation of my request.

I agree to call Siksika Land Management office at 403-734-5282 to update my information as needed.

Submitted by:

Applicant (Print First and Last Name)

Signature

Co-Applicant (Print First and Last Name)

Signature

Signed on this _____ of _____ (Year)
(Day) (Month),

Thank you!

You will be contacted by Siksika Land Management staff should Land Management require further information.

OFFICE USE ONLY:

Application Received:

File Number Assigned:

APPENDIX "G"
Community Communications
and Public Notification



Siksika Nation

APPENDIX "G"

COMMUNITY COMMUNICATIONS AND PUBLIC NOTIFICATION

Date:

What is communications/public notification?

Community communications and public notification is the process of sharing information about your proposed development with other Siksika'i'koan members. It helps ensure that all voices are heard and that any questions, concerns, or support from the community are acknowledged early in the process. As a community rooted in relationships, transparency, and shared responsibility, public notification reflects our values by keeping one another informed and helping us make good decisions for the land and future generations.

Depending on the type of land use application, public notification may include engagement tactics like sharing a written notice, hosting a conversation with nearby families or neighbours, or hosting an open house. The goal is to inform, listen, and build understanding.

Public notification is required for all land use applications involving a new building, major renovation, or land use amendment.

At the time of this land use application, have you completed public notification?

Yes

No

Not Applicable (existing building, transfer of ownership)

If no, please explain:

If yes, please describe the engagement methods you used to inform the community about your proposed land use application/development

Include details such as:

What type of communication was carried out by the Applicant (e.g. meetings, public notices, newsletter, open house)

When did the communications/public notification occur

Who was engaged

What questions or concerns were raised by community members, and how did you respond?

Did you receive any suggestions or feedback? If so, how were these incorporated into your application?

How will you continue to keep the community informed if your land use application proceeds?

Please attach any materials related to your communication and public notification efforts with this form.

Have you attached the supporting materials?

Yes

No

If no, please explain:

APPENDIX “H”

Land Management Report



Siksika Nation **LAND MANAGEMENT REPORT**

Date:

File #:

APPLICANT

Full Name(s) of Applicant(s)/Member(s):

Address:

Phone Number: Home:

Business:

Fax:

Siksika Lands (Legal Description)

Summary of Existing Activities occurring on Site (if any) and Land Use:

Summary of Proposed Activities to occur on site and Land Use:

Encumbrance Checks:

Search Conducted	Estimated Time	Conduct Search (Yes/No)	Search (Yes/No)	Results Attached
Indian Lands Registry	1-2 Days			
CIMS	1-2 Days			
GIS	1-2 Days			
Geo Scout	1-2 Days			

Reasons for Recommendation by Land Management with reasons:

SIKSIKA LAND MANAGEMENT SERVICE AREA

Date of Recommendation:

Recommend Approval Without Condition

Recommend Approval Subject to Conditions

Recommend Disapproval for the Attached Reasons

APPENDIX “I”

Land Use Agreement

LAND USE AGREEMENT

This Agreement (the “**Agreement**”)

Between

[Land User]

(hereinafter called the “**Land User**”)

and

SIKSIKA NATION

(individually, a “**Party**”; together, the “**Parties**”)

dated as of

[DATE]

WHEREAS, Siksika Lands have been set apart for the Siksika Nation, are held in common by all Siksika'i'koan, and are set apart for their benefit, use, and stewardship;

WHEREAS, the inherent right of the Siksika Nation to govern, manage, and protect Siksika Lands flows from the Siksika'i'koan to Ohkinniinaa ki Ninaaiks;

WHEREAS, the Siksika Nation wishes to allot portions of Siksika Lands for various purposes, subject to certain limitations and responsibilities;

WHEREAS, Siksika Lands shall be used in a manner that is responsible, respectful, and sustainable, ensuring long-term benefits for current and future generations;

WHEREAS, the Land User has submitted a Land Use Application to Land Management and Ohkinniinaa ki Ninaaiks has approved that Land Use Application;

NOW THEREFORE, in consideration of the Land User's Land Use Application made to Siksika Nation under the Siksika Nation Land Use Policy, the Council Resolution approving that application, and the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. INTERPRETATION

1.1 This Agreement is subject to the terms of the Siksika Nation Land Use Policy.

1.2 Capitalized terms have the same meaning as the defined term in the Siksika Nation Land Use Policy, unless otherwise defined in this Agreement. This Agreement is subject to the following additional definitions:

- (a) "Force Majeure" means any act of God, flood, fire earthquake, tsunami, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, epidemic, pandemic, quarantine, or any similar events whatsoever not within the reasonable control of the Party affected, but only to the extent that: (i) such circumstances cannot be prevented, avoided, remedied, or removed, despite the exercise of good faith and reasonable diligence by such Party; and (ii) such circumstances materially and adversely affect the ability of the Party to perform its obligations under this Agreement, but lack of funds on the part of the Party shall be deemed not to constitute a Force Majeure Event, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.
- (b) "Hazardous Substances" means those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials or substances or contaminants;
- (c) "Licence Fee" means the fee established in section 3.1 of this Agreement.

- (d) "Permitted Use" means [To be filled in based on terms of approval];
- (e) "Premises" means the lot on Siksika Lands described in Schedule A and any structures already present on the lot, excluding Nation Owned Homes or Privately Owned Homes occupied by a tenant or home owner in accordance with the Siksika Nation Rental Housing Policy or the Siksika Nation Affordable Home Purchase Policy, or any other applicable Siksika Nation policy;
- (f) "Term" [to be filled in based on terms of approval]

1.3. In this Agreement, unless the context otherwise requires:

- (a) The singular includes the plural and the plural includes the singular;
- (b) "Shall", "must" or "will" are imperative;
- (c) A reference to an enactment, protocol, policies, or by-law means the enactment, protocol, by-laws, or policies, as amended from time to time; and
- (d) "Includes" or "including" means including but not limited to.

2. GRANT OF USE

2.1. Siksika Nation hereby grants to the Land User a licence, subject to the provisions of this Agreement, to occupy the Premises for the Permitted Use for the Term.

2.2. The grant made under this Agreement for the Premises does not include riparian rights.

2.3. The Land User and Siksika Nation acknowledge and agree that the rights granted to the Land User under this Agreement create a licence personal to the Land User and does not in any manner constitute a lease, an easement, or any other interest in land over the Premises.

2.4. This Agreement does not grant the Land User a certificate of possession, a certificate of occupation, nor lawful possession of land as defined in the *Indian Act*, RSC 1985, c I-5.

2.5. The licence granted under this Agreement is subject to any existing rights to the land, including a right-of-way, an access right-of-way for a neighbouring property, or any other existing easement.

2.6. Siksika Nation may grant easements to Siksika Nation authorities or related bodies on the Premises during the term of this Agreement without compensation to the Land User, so long as the easement does not unreasonably impair the Land User's ability to perform the Permitted Use on the Premises.

3. LICENCE FEE

3.1. In consideration of Siksika Nation granting the Agreement, the Land User covenants and agrees to pay the Siksika Nation the amount of \$[AMOUNT] per year of the Term in Canadian Dollars (the "**Licence Fee**") before the start of the Term.

3.2. The Licence Fee for any part of a year at the beginning or end of the Term shall be prorated on a per diem basis.

4. SECURITY DEPOSIT

4.1. The Land User covenants and agrees to pay to Siksika Nation, by [certified cheque/wire transfer/electronic transfer], on or before the date the Land User executes this Agreement, the amount of \$[AMOUNT] (the "Security Deposit") as security for the performance by the Land User of its obligations under this Agreement.

4.2. Siksika Nation shall not be required to maintain the Security Deposit in a separate account nor to pay interest on the Security Deposit.

4.3. If the Land User defaults on its obligation to pay the Licence Fee or any other obligation to pay amounts under this Agreement beyond any applicable cure period in this Agreement, then Siksika Nation may, but is not obligated to, use, apply, or retain all or part of the Security Deposit for the payment of any such sums of which the Land User is in default.

4.4. If the Land User does not clean, remove improvements, repair damage to, or restore the Premises after the end of the Term, the Siksika Nation may, but shall not be obligated to, use, apply, or retain all or any portion of the Security Deposit for the payment of the amount the Siksika Nation spends or may become obligated to spend to clean, repair damage, or restore the Premises.

4.5. If the Land User defaults on any of its other obligations under this Agreement beyond any applicable cure period, Siksika Nation may, but shall not be obligated to, use, apply or retain all or any portion of the Security Deposit for the payment of the amount Siksika Nation spends or may become obligated to spend, or to compensate Siksika Nation for any losses incurred, by reason of the Land User's default.

4.6. Siksika Nation covenants and agrees to return any unused portion of the Security Deposit to the Land User within ninety (90) days after the last day of the Term or termination of this Agreement.

5. USE OF PREMISES

5.1. The Land User agrees that they shall use the Premises for the Permitted Use and for no other purpose. The Land User agrees that during the term of the Agreement, they shall:

- (a) not do or permit anything to be done on the Premises which is illegal or which may be or become a nuisance, annoyance, inconvenience, or disturbance to any lawful user of neighbouring property or the general public;
- (b) not use or store any Hazardous Substances at the Premises and not do or permit anything to be done at the Premises that may contaminate all or any part of the Premises or the soil or water of neighbouring property, unless otherwise authorized in conditions stipulated in Schedule B;
- (c) not damage or permit to be damaged the Premises, any structures on the Premises, or any property neighbouring the Premises;

- (d) at all times and at their own expense, maintain the Premises in the condition that a "prudent owner" would maintain them;
- (e) ensure that the Premises remain accessible and not obstruct or interfere with any accessways at the Premises;
- (f) pay when due the Fees, and any other applicable fees, levies, and taxes assessed on the Land User or related to the Permitted Use on the Premises, including any taxes imposed by Siksika Nation; and
- (g) not do or permit to be done anything at the Premises that would result in Siksika Nation's insurance being cancelled or its insurance premiums for the Premises being increased or which would put the Siksika Nation in default of any of its government permits, licences, consents, or approvals for the Premises, or which would put Siksika Nation in default of the provisions of other leases, licences or occupancy agreements for parts of the Premises.

5.2. During the Term of this Agreement, the Land User must follow all terms of the Siksika Nation Public Works Policy, and shall connect and maintain the following utilities and services for the Premises, as applicable at the Land User's expense:

- (a) water;
- (b) gas;
- (c) electricity;
- (d) sewage;
- (e) garbage removal; and
- (f) any other rates or services assessed in connection with the Permitted Use and occupancy of the Premises.

5.3. In addition to the requirements of this Agreement, the Land User's Permitted Use of the Premises is subject to any requirements or conditions imposed in the Council Resolution approving the Land Use Application. The terms of the Council Resolution is attached to and forms part of Schedule B.

6. INITIAL CONDITION, ALTERATIONS, AND IMPROVEMENTS

6.1. The Land User acknowledges that they have inspected the Premises and accepts the Premises in their "as is" condition on the date of this Agreement. The Land User further acknowledges that, other than Siksika Nation's express representations and warranties in this Agreement, Siksika Nation and its representatives do not make any representations or warranties, express or implied, of any kind, about the Premises, licence, this Agreement, or any other matter or thing, including, no representation as to the zoning, fitness, or condition of the Premises for the Permitted Use or for any other purpose.

6.2. The Land User covenants and agrees that they shall not make any alterations, additions, improvements, or changes to the Premises without the Siksika Nation's prior written consent, which may be unreasonably withheld or delayed, other than any initial

alterations proposed in the Land Use Application approved by Siksika Nation and shown on the plans attached as Schedule C to this Agreement.

6.3. All alterations, additions, improvements, or changes to the Premises by the Land User that are approved by the Siksika Nation, unless otherwise stated in Schedule B, shall be done:

- (a) at the Land User's expense;
- (b) in accordance with the plans and drawings for the work pre-approved by Siksika Nation;
- (c) by contractors pre-approved by the Siksika Nation;
- (d) in accordance with all laws and all Siksika Nation policies;
- (e) [and in accordance with the Siksika Nation's rules for work carried out at the Premises, attached as Schedule D, as may be amended from time to time].

6.4. Prior to commencing any work, the Land User, at their expense, must

- (a) indemnify Siksika Nation;
- (b) have the insurance required by Siksika Nation;
- (c) obtain all required government permits and approvals for the work; and
- (d) and provide copies of all permits and approvals to Siksika Nation.

6.5. If required as part of construction of an alteration, the Land User agrees to pay for:

- (a) the cost of any new connections or extensions from the Premises to an adjacent street, required for the provision of any utilities; and
- (b) the cost of all access roadways from the Premises to an adjacent street.

6.6. Where a Land User is authorized to make an alteration to the Premise under this Agreement, including under a schedule to this Agreement, the Land User must begin construction within one (1) year of the start date of the Term. Where a Land User obtains subsequent authorization in writing from Siksika Nation to make an improvement to the Premises, the Land User must begin construction within one (1) year of the date of the authorization in writing, unless otherwise established in the written authorization.

6.7. The Land User may not occupy, or allow to be occupied, a structure that is under construction on the Premises until substantial completion of the structure has been certified by a licenced engineer or architect approved by Engineering Services.

7. REPAIRS AND MAINTENANCE

7.1. The Land User covenants and agrees to, at the Land User's expense, maintain and keep the Premises, including any approved alterations, additions, improvements, or changes to the Premises done by or for the Land User, and all the Land User's personal property at

the Premises, in a clean and good condition, subject to reasonable wear and tear, throughout the Term.

7.2. The Land User shall promptly notify Siksika Nation in writing of all damage caused by the Land User or their employees, agents, customers, and invitees to the Premises before commencing any repair work.

7.3. The Land User further covenants and agrees that they are responsible for all costs to promptly repair and restore, to the condition prior to the damage, all damage to the Premises caused by the Land User or their employees, agents, customers, or invitees to the Premises.

7.4. All repairs done by or caused to be done by the Land User to the Premises must be done:

- (a) In accordance with plans for such work pre-approved by Land Management;
- (b) By contractors pre-approved by Engineering Services; and
- (c) In accordance with all applicable laws and Siksika Nation policies.

7.5. If the Land User fails to repair damages they have caused on the Premises with a reasonable period, Siksika Nation may enter the Premises, with twenty-four (24) hours prior written notice, to repair the structures. Siksika Nation will complete any such repair at the Land User's expense.

7.6. The Land User must notify Siksika Nation of any major damage or destruction of any structures on the Premises that it has not caused in a timely manner.

7.7. The Land User must repair, replace, or restore damaged or destroyed structures, on the Premises within a reasonable period.

7.8. If the Land User fails to repair, replace, or restore majorly damaged or destroyed structures on the Premises with a reasonable period, Siksika Nation may enter the Premises, with twenty-four (24) hours prior written notice, to fix the structures. Any such restoration will be completed at the Land User's expense.

7.9. If all or part of the Premises are substantially damaged or destroyed to the extent that, in Siksika Nation's opinion, they cannot be rebuilt or repaired within one (1) year or the Premises cannot be used for the Permitted Use, Siksika Nation may terminate this Agreement on fourteen (14) days prior written notice to the Land User.

8. ENVIRONMENT

8.1. The Land User shall not allow waste to accumulate on the Premises or allow other nuisances, including pests, on the Premises.

8.2. The Land User shall report any unauthorized Hazardous Substances that appear on the Premises during the Term of this Agreement to Siksika Nation within twenty-four (24) hours from the time the Land User first discovers the Hazardous Substance.

8.3. The Land User is responsible for removing and properly disposing of any nuisance, waste, or Hazardous Substances on the Premises that appear during the term of this Agreement.

8.4. Siksika Nation may direct the Land User in writing to remove any trees, bushes, or weeds located on the Premises.

8.5. The Land User must remove designated trees, bushes, or weeds within thirty (30) days of receipt of the direction from Siksika Nation, or within another period prescribed in the written direction.

8.6. Siksika Nation may issue the Land User written directions to correct any breach of their environmental obligations under this section.

8.7. If the Land User fails to follow Siksika Nation's directions to remedy a breach of their environmental obligations under this section within the time period identified in the written notice, Siksika Nation may enter the Premises to remedy the breach at the Land User's expense.

8.8. When performing the Permitted Use of the Premises, the Land User shall not interfere with natural drainage or ordinary cultivation of adjacent Siksika Lands.

9. COMPLIANCE WITH LAWS

9.1. The Land User must comply with all applicable laws governing the Premises, including

- (a) all applicable Siksika Nation laws, policies, regulations, by-laws, and protocols; and
- (b) all applicable federal law and provincial laws.

10. SIKSIKA NATION'S ACCESS TO PREMISES

10.1. The Land User acknowledges that they have no right to exclude Siksika Nation, including its Service Areas or departments, from the Premises.

10.2. The Land User acknowledges that, after sending twenty-four (24) hours prior written notice to the Land User, Siksika Nation, Land Management, or any other Service Area may access the Premises to

- (a) inspect the state of repair of structures on the Premises;
- (b) ensure the Land User's compliance with this Agreement;
- (c) ensure the Land User's compliance with Siksika Nation, federal, or provincial law or policies; or
- (d) for any other reason.

10.3. Siksika Nation, Land Management, or any other Service Area may access the Premises without prior notice if

- (a) there is an emergency occurring on the Premises; or

- (b) in the opinion of Siksika Nation, the Premises are abandoned.

10.4. Siksika Nation covenants and agrees to use reasonable efforts to minimize interference with the Land User's Permitted Use at the Premises when entering the Premises.

11. INDEMNIFICATION

11.1. The Land User hereby indemnifies Siksika Nation, its Service Areas and departments, related bodies, officers, directors, representatives, agents, and employees, and holds each and all of them harmless from and against any and all claims, costs, and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any person's or entity's property or bodily or personal injury to, or the death of any person arising from, in connection with, or resulting from:

- (a) Siksika Nation granting this Agreement;
- (b) Siksika Nation exercising a right under this Agreement;
- (c) the Land User's exercise of their rights or performance of their obligations under this Agreement;
- (d) the use of the Premises by the Land User or anyone that the Land User is responsible for; or
- (e) a breach of the Agreement by the Land User.

11.2. The indemnification granted under subsection 11.1 applies regardless of whether either Party has or is required under this Agreement to have insurance coverage for such loss, damage, or injury.

11.3. The indemnification granted under subsection 11.1 applies even if the injury, damage, costs, or other liabilities are caused by gross negligence of the Siksika Nation or its Service Areas, departments or Related Bodies, representatives, employees, contractors, or those for whom it is responsible in law.

12. INSURANCE

12.1. The Land User must, at their own expense, purchase before the beginning of the Term of this Agreement and maintain throughout the term, the following forms of insurance for the Premises:

- (a) General liability insurance covering third party bodily injury (including death), with a minimum coverage of [AMOUNT]; and
- (b) Property insurance with a minimum coverage of [AMOUNT].

12.2. The Land User shall provide evidence of such insurance to Siksika Nation prior to the beginning of the Term and upon request by Siksika Nation from time to time during the Term.

12.3. All insurance policies required under this Agreement must include a provision that Siksika Nation be notified in writing thirty (30) days before the policy is discontinued or materially changed.

13. ASSIGNMENT AND MORTGAGES

13.1. The Land User may not assign, give as security, sublicense, or in any other way transfer all or part of the rights granted under this Agreement, or possession of all or part of the Premises, except by following the transfer and succession procedure established under the Land Use Policy. Where a transfer is possible under the Land Use Policy the Land Manager may add any conditions or terms at their discretion.

13.2. The Land User may not mortgage the Premises or any part of the Premises.

13.3. The Land User may apply to Siksika Nation for a loan guarantee to build or renovate structures on the Premises.

14. ABANDONMENT

14.1. The Land User shall not abandon the Premises without prior written consent of Siksika Nation.

14.2. If the Land User abandons the Premises, Siksika Nation may terminate this Agreement and recover full access to, and possession and use of, the Premises.

15. DEFAULT AND TERMINATION

15.1. Siksika Nation may terminate this Agreement:

- (a) For any reason whatsoever where such termination is approved by Ohkinniinaa ki Ninaaiks by Council Resolution and providing the Land User with ninety (90) day's notice of termination.
- (b) In cases of abandonment, in accordance with section 14.
- (c) Where the Land User defaults on this Agreement or breaches the Agreement or Land Use Policy in any manner, upon completion of the cancellation steps detailed in sections 15.2 and 15.3 of this Agreement.
- (d) Where the Agreement is for a fixed term, the Agreement automatically terminates at the end of the fixed term, unless otherwise renewed by the Parties in writing.
- (e) Where any agreement, approval, authorization, policy, program requirement, financing arrangement, or other instrument upon which the Land User's Permitted Use is contingent is terminated, cancelled, expires, is revoked, or is materially breached.

15.2. If the Land User breaches any provision of this Agreement or the Land Use Policy, Land Management may deliver a default notice in writing to the Land User.

15.3. If the Land User fails to remedy the default within a reasonable time, Siksika Nation may terminate this Agreement by notice in writing and retake full possession, use, and access of the Premises, and pursue any other remedies available at law or in equity.

15.4. Where any agreement, approval, authorization, policy, program requirement, financing arrangement, or other instrument upon which the Land User's Permitted Use is contingent is terminated, cancelled, expires, is revoked, or is materially breached, Siksika Nation may terminate this Agreement and recover full access to, and possession and use of, the Premises in coordination with any applicable Service Area.

15.5. If the Land User defaults on a housing loan guaranteed by Siksika Nation for a home located on the Premises, Siksika Nation may immediately terminate this Agreement and recover full access to, and possession and use of, the Premises in coordination with Siksika Housing and any other Service Area.

15.6. When this Agreement expires or is terminated, the Land User must completely vacate the Premises. The Premises must be left in the condition that is required under this Agreement, except for reasonable wear and tear.

15.7. If this Agreement is terminated, all structures and improvements on the Premises present at the time of termination shall remain on the Premises and become property of Siksika Nation (if not already owned by Siksika Nation), unless Siksika Nation authorizes otherwise in writing.

15.8. If the Land User does not vacate the Premises after the Term expires then notwithstanding any statutory provisions or legal presumptions to the contrary, there shall be no tacit renewal of this Agreement.

16. FORCE MAJEURE

16.1. Notwithstanding any other provision in this Agreement, in the event that either Siksika Nation or the Land User shall be unable to fulfill or shall be delayed or restricted from their performance of any term or obligation under this Agreement by reason of any Force Majeure Event, other than the Land User's obligation to pay the Licence Fee or any other monies owed by the Land User under this Agreement, such Party shall, so long and to the extent that any such delay or restriction exists, be relieved from the performance of such obligation and shall be granted a reasonable period of time but not longer than sixty (60) days in the aggregate to perform the obligation once the Force Majeure Event ceases to exist and the other Party shall not be entitled to compensation for any resulting loss, damage, inconvenience, nuisance, or discomfort.

16.2. For this section to apply, the Party claiming it is delayed or restricted from performing any of its terms or obligations under this Agreement by reason of a Force Majeure Event shall give the other Party written notice within seven (7) days of the commencement of the Force Majeure Event, explaining the Force Majeure Event, the term or obligation under this Agreement that is restricted or delayed from being performed because of the Force Majeure Event, and how long the delay or restriction on performance is expected to continue.

16.3. In the event that the obligation under this Agreement that is restricted or delayed from being performed by a Force Majeure Event as set out in the notice remains uncured for a period of sixty (60) days following written notice under this section, Siksika Nation

may thereafter terminate this Agreement upon seven (7) days' prior written notice to the other Party.

16.4 Both the Siksika Nation and Land User acknowledge and agree that this section 16 does not apply to the Land User's obligations to pay the Licence Fee or other monies owed under this Agreement when due.

17. NOTICE

17.1. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
- (d) on the date received when mailed by certified or registered mail, return receipt requested, postage prepaid.

17.2. Communications concerning this Agreement must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this section):

- (a) If to Siksika Nation:

Attention: Land Manager
Siksika Nation Land Management
P.O. Box 1100 Siksika, Alberta
T0J 3W0

Email: carolyntr@siksikanation.com

- (b) If to the Land User:

[Land User or Responsible Office Name]

[Land User's Address]

[Email Address]

[Fax Number]

18. GENERAL

18.1 The Land Use Policy, Land Use Application, Preamble and Schedules, including the Council Resolution approving the Land Use Application, form part of this Agreement.

18.2. If a provision of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains in effect.

18.3. If any dispute arises between the Land User and Siksika Nation regarding the interpretation, application, or implementation of this Agreement, the Parties shall use their best efforts to resolve the matter through negotiated resolution. Where the matter is not resolved through negotiation, the Parties agree that the courts of the Province of Alberta shall have exclusive jurisdiction to hear and determine all disputes arising out of or in connection with this Agreement, and each Party irrevocably attorns to the jurisdiction of such courts.

18.4 This Agreement shall be governed by and construed in accordance with the laws of Siksika Nation, and the laws of the Province of Alberta and Canada applicable therein.

18.5. No amendment or modification of this Agreement shall be binding unless it is made in writing and signed by the Land User and Siksika Nation.

18.6. This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto, unless otherwise agreed by the Parties in writing.

18.7 The termination or expiration of this Agreement shall not affect those provisions which, by their nature, are intended to survive termination, including provisions relating to limitation of liability and dispute resolution, and any obligations that expressly or by implication survive the termination of this Agreement.

18.8. This Agreement is the sole and entire agreement of the Parties concerning the use of the Premises. It supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, related to this subject matter.

18.9. This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different Parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy ("pdf") by email shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

LICENSOR:

SIKSIKA NATION

By: _____

Name:

Title:

LAND USER:

[NAME OF LAND USER]

By: _____

Name:

Title:

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I/We, _____ and _____, of the City of _____, in the Province of _____ make oath and say:

I am/We are an officer or a director of _____, named in the within or annexed instrument.

I am/We are authorized by _____ to execute the instrument without affixing a corporate seal.

SWORN before me at the City of _____, in the)
Province of _____ this ____ day of _____, 20____.)

)

)

)

Notary Public or Commissioner for Oaths in and
for the Province of _____

)

AFFIDAVIT OF EXECUTION

I, _____, of the City of _____, in the Province of _____ make oath and say:

1. I was personally present and did see _____ and _____ who is/are known to me to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see _____ and _____ who, on the basis of identification provided to me, I believe to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at the City of _____, in the Province of _____ and I am the subscribing witness thereto;

3. I believe the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN before me at the City of _____, in the)
Province of _____ this ____ day of _____, 20____.)

)

)

)

Notary Public or Commissioner for Oaths in and
for the Province of _____

)

SCHEDULE A

PREMISES

[ATTACH SKETCH/LEGAL DESCRIPTION]

SCHEDULE B

APPROVAL CONDITIONS

[List Conditions of approval]

[ATTACH BCR]

SCHEDULE C

ALTERATIONS AUTHORIZED WITH THE LAND USE APPLICATION

[Set out alterations approved]

SCHEDULE D

CONSTRUCTION RULES

[Set out construction rules related to Schedule C]

APPENDIX “J”

Request for Reconsideration Form



Siksika Nation

REQUEST FOR RECONSIDERATION

APPENDIX "J"

Date of Application:

APPLICANT INFORMATION:

Full Name:

Phone:

Email:

Decision Details:

Summary of Decision by Land Use Advisory Group: *(Attach a copy of the decision letter if available)*

Grounds for Reconsideration:

Please explain why you are requesting reconsideration. Include specific concerns, perceived errors, or overlooked information in the original decision.

Additional Information or Supporting Documents:

in the original application but may support your request.

Declaration

I, the undersigned, hereby request a reconsideration of the decision made by Land Use Advisory Group regarding my land use application. I understand that the reconsideration decision is final and binding, with no further right of recommendation or appeal.

Submitted by:

Applicant (Print First and Last Name)

Signature

APPENDIX “K”

Legacy Use Declaration



Siksika Nation

LEGACY USE DECLARATION

APPENDIX "K"

All applicable sections must be completed. Please **call 403-734-5282**, email **landsreception@siksikanation.ca**, or visit Land Management in person and ask for the Land Administrator if you need assistance filling out any of the applicable fields. For more information on the fields below and to understand the Legacy Use Application process, see the **Legacy Use Application Information Guide**.

Date of Application:

APPLICANT

Full Name:

Organization (if applicable):

Address:

Phone:

*Registration of Indian Status (Band Number):

Email:

If you are a registered member of a different First Nation, please specify which nation:

CO-APPLICANT (IF APPLICABLE)

Full Name:

Organization (if applicable):

Address:

Phone:

*Registration of Indian Status (Band Number):

Email:

If you are a registered member of a different First Nation, please specify which nation:

*optional information

LEGACY LAND USE DETAILS

Legal Description:	
GPS Coordinates (if known):	
General Site Description	
Description of Use (e.g., Residential, Agricultural, Traditional):	

BOUNDARIES AND ACCESS

Size (acres):	
Detailed Site Description:	
Boudary Description:	
Boundary Area Sketch or Map:	Attached (Required) Map is sufficient for field verification

INFRASTRUCTURE

Utilities (Water, Sewer, Power)	
Fencing and/ or Corrals	
Buildings	
Other Improvements	

EVIDENCE OF HISTORICAL USE

Please list and attach any supporting documentation (e.g., Council Resolutions, Elder Statements, Letters, Photos, or Historical Records):

CONTINUITY

Continuous (Y/N):

The Legacy Land Use has not been discontinued for six (6) consecutive months within the previous two (2) years, except where seasonal use reasonably requires periods of non-use.

The Legacy Land Use has not undergone a Material Change compared to the historic approval

Please provide details or context for your responses above (including any periods of non-use, seasonal use, or changes to the use):

RISK AND COMPATIBILITY DISCLOSURE

Any known safety risks:

Environmental Concerns:

Compatibility issues with adjacent uses:

If yes, provide explanation:

AGREEMENT & APPLICANT’S SIGNATURE

By submitting this application, I affirm that the information set forth in the application is true and complete. I understand that if my application is accepted, any false statement, omissions or other misrepresentations made by me on this application may result in cancellation of my request. I understand that submission does not authorize continuation as a matter of right, nor any expansion, new infrastructure, transfer, or material change pending review, and that an Interim Authorization may be issued with conditions.

I agree to call Siksika Land Management office at 403-734-5282 to update my information as needed.

Submitted by:

Applicant (Print First and Last Name)

Signature

Co-Applicant (Print First and Last Name)

Signature

Signed on this

(Day)

of

(Month),

(Year)

Thank you!

You will be contacted by Siksika Land Management staff should Land Management require further information.

OFFICE USE ONLY:

Application Received:

File Number Assigned:

APPENDIX “L”
Legacy Land Management Report



Siksika Nation

LEGACY LAND MANAGEMENT REPORT

Date:

File #:

APPLICANT

Full Name(s) of Applicant(s)/Member(s):

Address:

Phone Number: Home:

Business:

Fax:

Location of Legacy Use:

Summary of Existing Activities occurring on Site (if any) and Land Use:

Summary of Legacy Use:

Evidence of Historic Approval and Continuity:

Encumbrance Checks:

Search Conducted	Estimated Time	Conduct Search (Yes/No)	Search (Yes/No)	Results Attached
Indian Lands Registry	1-2 Days			
CIMS	1-2 Days			
GIS	1-2 Days			
Geo Scout	1-2 Days			

Legacy Evaluation:

Historic Evidence Validated:

Continuity Confirmed:

Classification: Conforming Legacy Use
 Non-Conforming Legacy Use

TECHNICAL REVIEW

Land Use:	
Infrastructure:	
Environmental:	
Compatibility:	

SERVICE AREA FEEDBACK

Summary of internal circulation responses:

UNCERTAINTIES OR DISPUTES

Describe any gaps, disputed, or unclear evidence:

LAND ADVISORY GROUP

Referred to LAG:

Summary of Recommendations:

PUBLIC NOTICE:

Public Notice Required:

Summary of comments of competing claims:

Recommendation by Land Management with reasons:

SIKSIKA LAND MANAGEMENT SERVICE AREA

Date of Recommendation:

Recommend Reaffirmation Without Conditions

Recommend Reaffirmation Subject to Conditions

Recommend Modification of the Scope of Legacy Use

Recommend Disapproval for the Attached Reasons

CONDITIONS

Details:

Prepared by:

Signature

Date