

CROWN CONSERVATION EASEMENT - INTEGRATED LAND USE

WHEREAS HIS MAJESTY THE KING, in right of the Province of Saskatchewan is the registered owner of lands that are administered by the Minister of Agriculture;

AND WHEREAS HIS MAJESTY THE KING, in right of the Province of Saskatchewan wishes to grant a Crown conservation easement to itself, pursuant to *The Conservation Easements Act*, such Crown conservation easement to be held and administered by the Minister of Environment;

AND WHEREAS THE CROWN CONSERVATION EASEMENT will bind any subsequent registered owner of the land;

A CROWN CONSERVATION EASEMENT IS HEREBY PLACED ON THE LANDS as follows:

1.0 GRANT OF EASEMENT

1.1 The Crown is the registered owner of land located in the Province of Saskatchewan, more particularly known and described as set out in Schedule A (hereinafter called the "Land").

1.2 The Crown hereby grants a Crown conservation easement to itself pursuant to Section 11.21 of *The Conservation Easements Act* on the Land.

1.3 The Crown conservation easement is granted pursuant to the provisions of *The Conservation Easements Act* and on the terms and conditions hereinafter contained against the Land that:

(a) grants rights and privileges to the Crown respecting land that relate to the purpose for which the Crown conservation easement is granted; and

(b) imposes obligations, either positive or negative, on the Crown and on any subsequent registered owner of the land (hereinafter referred to as the "Landowner") respecting that land that relate to the purpose for which the Crown conservation easement is granted.

1.4 The Crown conservation easement shall be held and administered by the Minister of Environment, or any other Ministry or Agency of the Government of Saskatchewan that has been assigned responsibility for *The Conservation Easements Act*.

2.0 PURPOSE OF CONSERVATION EASEMENT

2.1 The purpose of this Crown conservation easement is to ensure that the ecological value of the Land is conserved and to prevent any use or activity on the Land that will significantly impair, alter, disturb or interfere with the natural ecosystem and the wildlife habitat.

2.2 Subject to the terms, conditions and restrictions set forth in this easement, nothing herein limits or affects the Landowner's rights accruing from ownership of the Land, including the right to engage in or permit, or invite others to engage in all uses of the Land, other than those activities, practices or uses that are prohibited in this easement or under the terms of conditions of *The Conservation Easements Act*.

2.3 The Landowner shall have the sole right to control access to the Land by third parties, but shall be responsible to the Crown in accordance with this easement for any breaches of this easement that may result from the activities of those third parties on the Land, where the Landowner has made reasonable efforts to control the activities of such third parties. In addition, the Landowner will not knowingly permit any breach of the restrictions by any person and, if the Landowner learns of any breach or the likelihood of a breach occurring, the Landowner will notify the Crown of such breach or anticipated breach as soon as possible and, where reasonable in the circumstances, will take the necessary steps to prevent such breach from occurring or continuing.

3.0 TERM

3.1 Subject to *The Conservation Easements Act*, this Crown conservation easement shall commence on the effective date and continue thereafter in perpetuity.

4.0 OBLIGATIONS, RIGHTS AND PRIVILEGES OF THE CROWN

4.1 Subject to the Landowner's reserved rights in this easement and to clause 4.3, the Crown has the right to enter the Land to inspect, monitor and enforce compliance with this easement at all reasonable times and in any manner provided for in *The Conservation Easement Act* and regulations made pursuant to the Act. The Crown also has the right to undertake observations or ecological studies of natural resources conserved by this easement in a manner that will not unreasonably interfere with the use of the Land by the Landowner.

4.2 For the purposes of exercising the rights described in clause 4.1, the Crown shall provide the Landowner with a minimum of seven clear days notice prior to entry on the Land.

4.3 Notwithstanding the notice requirement in clause 4.2 the Crown shall have the immediate right of entry upon the Land if, in the Crown's sole judgment, such entry is necessary to enforce this easement or *The Conservation Easements Act*.

4.4 Subject to the terms and conditions of this easement, including Article 4.0, the Crown may peaceably hold and enjoy the rights and privileges granted herein without any hindrance, molestation or interruption on the part of the Landowner or any person claiming by, through or under the Landowner.

5.0 MAINTENANCE, ASSESSMENTS AND TAXES

5.1 The Landowner shall pay all municipal taxes, rates, charges and assessments levied on or assessed against the Land. The Crown shall not, under any circumstances, be liable to pay any such taxes, rates, charges or assessments.

5.2 Except as expressly agreed to in writing by the Crown, the Landowner agrees to:

(a) maintain the Land in accordance with this easement, and subject to obtaining any consents required by this easement, promptly repair any damage to the Land caused by breach of this easement; and

(b) without limiting the generality of clause 9.1, bear all costs and liabilities of any kind relating to the operation, upkeep, maintenance, restoration and repair of the Land, including but not limited to improvements and fences, and the Landowner does hereby indemnify and hold the Crown harmless therefrom.

6.0 PERMITTED ACTIVITIES, PRACTICES AND USES ON THE LAND

6.1 The following activities, practices or uses may be conducted on the Land:

(a) The Landowner may permit access to the Land by designated groups or individuals, with prior permission, or through the use of signage which would outline the conditions of access.

(b) The harvesting of hay and the grazing of livestock following practices that do not impair the health of the Land. Management practices include making alterations on the Land that are incidental to these operations, such as: constructing and maintaining corrals to a maximum of 1.2 hectares (3.0 acres) per quarter section; developing water sites to a maximum of 0.4 hectares (1.0 acres) per quarter section; and installation of plowed-in shallow buried water pipelines. The construction of corrals, the development of watering sites and the installation of plowed-in water lines are not considered an intensive development.

(c) Perimeter fence line clearing is allowed to a maximum width of 15 metres, unless otherwise authorized by the Crown. Perimeter fence line clearing is not considered an intensive development.

(d) Existing annually cropped areas on the Land may be used for continued annual cropping. Rejuvenation of tame forage stands may be allowable subject to approval of a management plan by the Crown.

(e) The use of chemical herbicides, pesticides, or fertilizers necessary for reasonable farming or ranching activity. Reasonable farming or ranching activity would include but not be limited to: the use of herbicides, pesticides and fertilizers at recommended rates for annual cropping on cultivated lands; the use of herbicides to control weeds or brush encroachment on the Land, and then only in the amounts and with that frequency of

application which constitutes the minimum necessary to accomplish weed containment or control; the use of fertilizers at recommended rates on seeded forage land; the use of pesticides at recommended rates to control pest infestations such as grasshoppers.

(f) Subject to applicable legislation, engagements in recreational activities that do not disturb the natural land cover, including hunting and trapping for animals and birds.

(g) Exploration for oil, gas and minerals may be allowed in methods and forms that minimize any impact on the current ecological values and do not have a long term impact on those values. The exploration for oil, gas and minerals is not considered an intensive development.

(h) Oil and gas development is allowed subject to approval of an environmental management plan by the Crown.

(i) Harvesting of forest vegetation may be allowed subject to approval of a management plan by the Crown. Forest harvesting is not considered an intensive development.

(j) Collection of dead or diseased trees for use as firewood for personal use. The collection of dead or diseased trees for use as firewood is not considered an intensive development.

(k) Alteration of the land for the extraction of sand, gravel, and clay is allowed subject to approval of a management plan by the Crown. Exploration for sand, gravel and clay is not considered an intensive development.

(l) Maintenance or repair of an existing road is allowable on the condition that no alteration is made to the Land more than 40 metres from the centre-line of an undivided provincial road, 40 metres from the road shoulder of a divided provincial road, or 25 metres from the centre-line of a municipal road. Maintenance of existing fireguards not exceeding a width of 15 metres is allowable. New road and fire-guard construction may be allowed subject to approval by the Crown.

(m) Maintenance of radio or telecommunication facilities or equipment is allowable as is any alteration to the Land that is necessarily incidental to that maintenance. New development may be allowed subject to approval by the Crown.

(n) Maintenance of facilities or equipment used or involved in the transmission of electricity, oil, natural gas, water or refined hydrocarbon substances is allowed as is any alteration to the Land that is necessarily incidental to that maintenance. New development may be allowed subject to approval by the Crown.

(o) Intensive developments are allowable, provided that the footprint of all such developments do not exceed 10% of the total area per quarter section of the land. The total area of the Land is the area under this Crown conservation easement at its effective date. The location of such developments on the Land are subject to approval of a Siting Plan by the Crown. Landowners must, at their own expense, restore abandoned developed sites to, as near as possible, the original natural ecosystem. Once the Crown

deems that restoration is complete, the recovered area can be removed from the sum of intensive developments on the land. During development and subsequent operation, Landowners shall minimize the impairment, alteration, disturbance or interference to the natural ecosystem and the wildlife habitat in accordance with the purposes of this easement. Landowners shall develop on previously disturbed areas whenever possible. Intensive developments include, but are not limited to:

(i) the construction of a residential or recreational dwelling and accompanying infrastructure (i.e., yard site, driveway, utility lines, sewage system, outbuildings, etc.). If multiple dwellings are constructed, they must be built within one contiguous area per quarter section.

(ii) oil, gas or mineral extraction, subject to the conditions of 6.1(h);

(iii) sand, gravel or clay extraction, subject to the conditions of 6.1(k);

(iv) road construction, subject to the conditions of 6.1(l);

(v) development of radio or telecommunication facilities, subject to the conditions of 6.1(m); and

(vi) development of facilities or equipment used or involved in the transmission of electricity, oil, natural gas, water or refined hydrocarbon substances, subject to the conditions of 6.1(n).

7.0 PROHIBITED PRACTICES AND USES OF THE LAND

7.1 Unless expressly permitted in Section 6.0, the following uses or practices on the Land are inconsistent with the purposes of this easement and the Landowner shall not conduct, pursue or permit the following activities, practices or uses of the Land and any other unlisted or unspecified activities, practices or uses of the Land without prior approval in writing from the Crown:

(a) The cultivation or breaking of the natural cover on the Land. Natural cover is defined as “any area covered by native plant species, including any area reclaimed with native vegetation and any area of land not previously broken”.

(b) Any change, disturbance, alteration, excavation, or impairment to or of any water course or wetland or the topography of the surface of the ground on the Land without authorization from the Crown.

(c) The introduction of non-native plant species on areas of natural cover.

(d) No soil, save and except clean earth used in the lawful exercise of the Owner's rights not restricted under this agreement, rubbish, ashes, garbage, waste, or other unsightly or offensive materials of any type or description, shall be dumped or stored or permitted or suffered to be dumped or stored on, in, under or about the Land.

(e) Construction or operation of a game farm, intensive livestock operation or feedlot on the Land.

(f) Subdivision of the Land, unless deemed to be in the province's interest by the Crown.

8.0 ASSIGNMENT

8.1 The Crown is the holder of the Crown conservation easement and this easement shall not be assigned to any other party.

9.0 INDEMNIFICATION

9.1 The Landowner shall indemnify and save harmless the Crown and all Ministers, officers, employees, servants, agents and representatives of the Crown, whether past or present, against all claims, liabilities, losses, damages, costs, expenses and causes of action, whatsoever arising from the negligent, willful or other wrongful act or omission of the Landowner or any of the Landowner's employees, servants, contractors, agents, directors or officers, or arising from or in any way connected with the Land.

9.2 The Crown shall indemnify and save harmless the Landowner from and against any and all claims, liabilities, losses, damages, costs, expenses and causes of action whatsoever arising from the negligent, willful or other wrongful act or omission of the Crown or any Ministers, officers, employees, servants, agents and representatives arising from or in any way connected with the exercise of the Crown's rights and privileges granted pursuant to this Easement.

10.0 SUBSEQUENT SALE

10.1 Subject to the provisions of *The Conservation Easements Act* and regulations made pursuant to that Act, nothing in this easement precludes the Landowner from selling, conveying or relinquishing his interest in the Land. The Landowner agrees to notify the Crown in writing of any disposition of interest in the Land by sending written notice to the Crown. The Landowner further agrees to provide a copy of this Crown conservation easement to any subsequent purchaser of the Land.

11.0 MISCELLANEOUS

11.1 This Crown conservation easement comes into effect on the date it is registered in the Land Titles Registry, in accordance with the provisions of *The Conservation Easements Act*.

11.2 This Crown conservation easement, including any schedules, constitutes the entire easement, subject to *The Conservation Easements Act* and regulations made pursuant to that Act. Any amendment or termination of this Crown conservation easement must be done under the terms and conditions of *The Conservation Easements Act* and regulations.

11.3 Each of the terms and conditions, contained in this easement is severable from every other term and condition and the invalidity and unenforceability of one or more of the terms or

conditions of this easement shall not affect the validity or enforceability of the remaining terms and conditions of this Crown conservation easement.

11.4 The Crown shall bear all costs of administering the rights and obligations of the Crown pursuant to this Crown conservation easement.

11.5 This Crown conservation easement shall be interpreted in accordance with the laws of the Province of Saskatchewan.

11.6 Any notice or other communication required to be given to the Crown may effectively and sufficiently be given or served upon:

Crown Conservation Easement
Ministry of Environment
3211 Albert Street
Regina SK S4S 5W6

This Crown conservation easement is dated this _____ day of _____ 20____.

Chandra Nimmo

HIS MAJESTY THE KING IN RIGHT OF SASKATCHEWAN
as represented by the **Ministry of Agriculture**

Roman Matviichuk

HIS MAJESTY THE KING IN RIGHT OF SASKATCHEWAN
as represented by the **Ministry of Environment**





SCHEDULE A

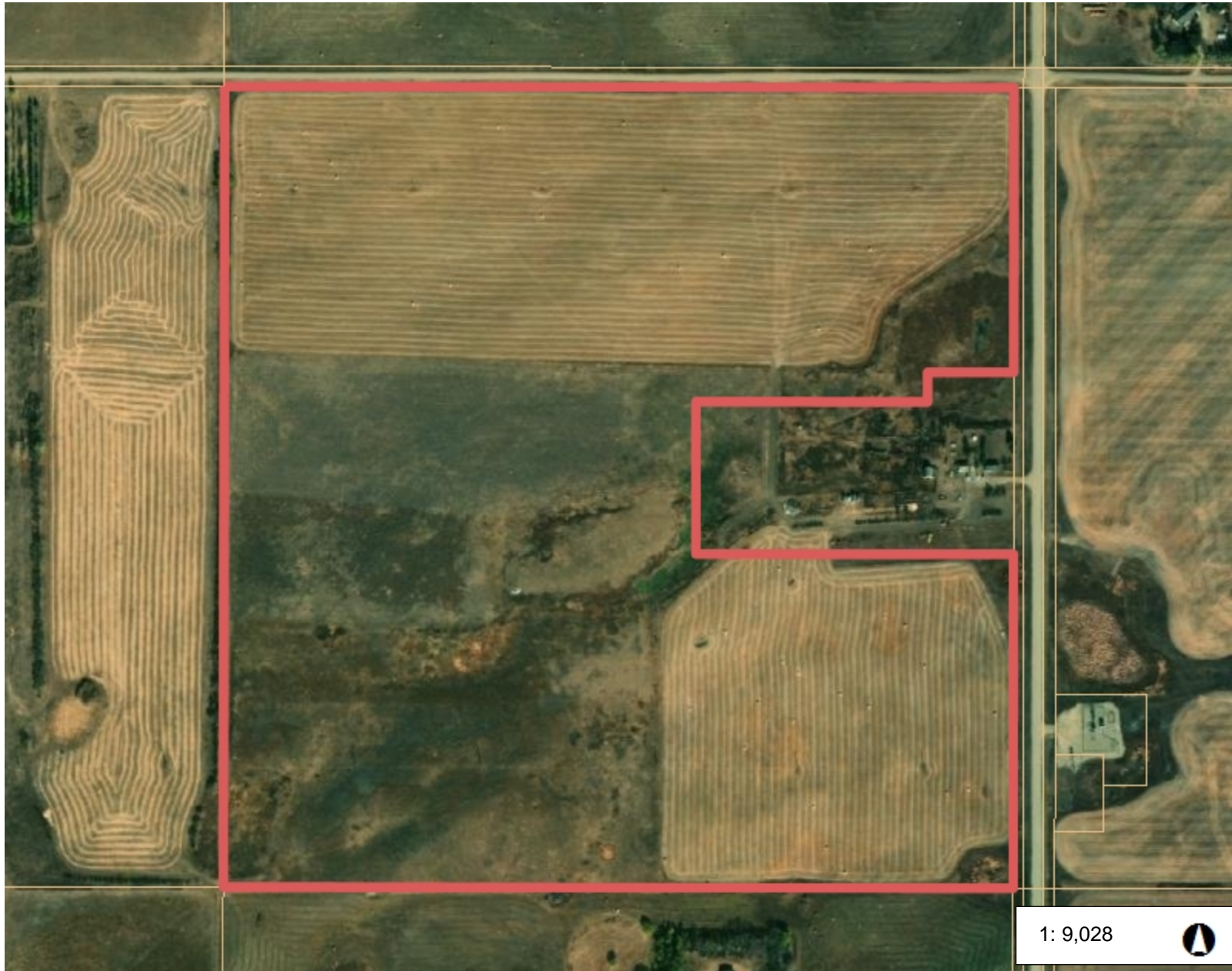
(attach maps or satellite imagery if required)

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Legend

-  Provincial Boundary
-  Surface
-  Provincial Park as Legislated
-  National Park



1: 9,028



0.5 0 0.23 0.5 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
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Notes