

Specific Claims Manual Provincial Process and Procedures

**Lands and Consultation
Ministry of Government Relations
2021**

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1. Introduction

The *Specific Claims Manual – Provincial Process and Procedures* was developed in response to the *Memorandum of Agreement on the Facilitation of the Implementation of Specific Claims Settlements* (MOA) signed by the Governments of Canada and Saskatchewan on March 31, 2000. The MOA formalizes the commitment of the province to facilitate reserve creation as required by the federal Specific Claims Policy. The policy assesses claims made by a First Nation against the federal government, which relate to the administration of the land, other First Nation assets, and the fulfillment of Treaties. The negotiation and implementation of settlements under the federal Specific Claims Policy are exclusively between Canada and Saskatchewan First Nations. The commitment of the province is highlighted in Section 3(a) of the MOA, where the province agreed to establish formal procedures and processes with respect to the items cited in Schedule A, Parts I and III of the MOA (see Appendix A). This document identifies the processes and procedures that have been established concerning these items.

The MOA addresses up to 300,000 acres that Canada may set aside as additional Specific Claims reserves within Saskatchewan rural municipalities (RM); these procedures will apply to lands and minerals within the 300,000-acre quantum. As well, these procedures and processes are subject to provincial obligations pursuant to Treaty Land Entitlement Settlement Agreements, any other provincial agreement, and/or legislation and policy. Further, these procedures and processes are subject to change. The Ministry of Government Relations (Government Relations) is responsible for updating the procedures when necessary and to distribute any revisions to:

- Provincial First Nation Land Claims Review Committee (Review Committee listed in Appendix B)
- Federation of Sovereign Indigenous Nations (FSIN)
- Indigenous Services Canada (ISC)

2. Provincial Reviews

Government Relations serves as a single-window into the provincial government for First Nations. As such, Government Relations is responsible for coordinating incoming requests from First Nations to purchase provincial Crown land and minerals and for provincial comments regarding land and minerals intended for additions to reserve.

If a First Nation is interested in obtaining provincial comments regarding a proposed specific claim land selection, they should send a written request to Government Relations.

Requests can be sent by email, fax, mail, or courier to the following:

Director, First Nation Land Claims Unit
Lands and Consultation Branch
Ministry of Government Relations
220 - 1855 Victoria Avenue
REGINA SK S4P 3T2
Email: fnlandclaims@gov.sk.ca
Fax: 306-787-6336

The land request can be in the form of an initiating Band Council Resolution (BCR) or a letter from the First Nation and includes the following information:

- a) A list of land included in the request [with provincial parcel number(s) or with Dominion Land Survey legal land description(s) or title number(s) for privately owned land].
- b) Identification of the surface landowner.
- c) A map showing the location of the requested land.
- d) A completed Notice and Declaration Form (see Public Utility Agreements section for more information).

Upon receipt of the request, a project manager from Government Relations will respond to the First Nation and, by a copy of the same letter, initiate the provincial review of the requested land. In most cases, the provincial response will be sent to the First Nation within 90 days. If the required documentation is not provided or is not in a format that is acceptable to Government Relations, the project manager will work with the First Nation to obtain the information before initiating the provincial review. The response timeline will not begin until all information is received.

2.1 Private Land

Where the surface is privately owned land and not purchased by the First Nation, the First Nation can request information on the status of the minerals.

Where the surface is privately owned land and purchased by the First Nation, the First Nation can request a full provincial review. In a full provincial review, Government Relations canvasses the Review Committee to identify all provincial and third party interests affected by the transfer of the land to reserve status. Once all of the Review Committee's comments have been received, Government Relations prepares a summary of provincial comments and interests and sends it to the First Nation and ISC, along with copies of each Review Committee member's correspondence.

2.2 Crown Land

Where the surface is provincial Crown land, Government Relations follows the same process as outlined for privately owned land, except the provincial response is provided by the Crown land administering ministry. Government Relations will forward the information provided by the First Nation to the Review Committee for review and comments. The Review Committee will identify all provincial and known third party interests and concerns affected by the sale and subsequent transfer of these lands to reserve status. Once all comments have been received, the affected Crown land administering ministry will respond to the First Nation stating whether or not the Crown land is available for sale. In certain cases, portions of the requested area can be made available, while other portions are required by the province and will not be made available. Any portions not made available will be identified. When the province agrees to sell Crown land, the sale is conditional on the First Nation, addressing all identified occupant and third-party interests. For example, First Nations are required to approach occupants of Crown land (as a third party interest) to determine whether or not they are willing to surrender their interests.

Examples of the types of comments and concerns that are identified by the Review Committee are attached in Appendix C. Government Relations maintains a database for information regarding Specific Claim selections. Some of the information that is tracked includes identification of target dates, status of lands, acreage values, and/or the ownership of the lands and minerals.

3. Crown Surface Sales

3.1 Request to Purchase

When a Specific Claim First Nation indicates in writing to Government Relations that it wishes to purchase any provincial Crown land or Crown improvements, the province will endeavor to respond to the First Nation with a target of 90 days from receiving the written request and required documentation. The Crown land administering ministry will reply, indicating whether or not it is prepared to sell the said Crown land or Crown improvements, and it will identify any conditions precedent that must be satisfied by the First Nation prior to the sale being finalized.

The Provincial Lands Act, 2016, and The Provincial Lands (Agriculture) Regulations, 2017, received proclamation on March 13, 2017. Changes were made to update and modernize the Act and Regulations to improve clarity and transparency. The process for the potential sale of lands under Specific Claim and Treaty Land Entitlement settlement agreements are unchanged.

Changes to section 2-5 in *The Provincial Lands (Agriculture) Regulations, 2017*, were made to align with the Ministry of Environment (Environment). Terms and conditions that the Minister of Agriculture considers necessary are made on a case by case basis. In practice, the terms and conditions set by the Ministry of Agriculture usually refer but are not limited to the resolution of third party interests.

Where the province is prepared to make the land available for sale, it is with the condition that the land will be set apart as an Indian Reserve for the use and benefit of the Specific Claim First Nation under the provisions of its Specific Claim Settlement Agreement.

3.2 Time Frame of Availability

If the province agrees to sell any provincial Crown land or Crown improvements, it will be made available to the First Nation for a period of up to 18 months, following a notification from the province to the Specific Claim First Nation confirming its intention to sell. The notification identifies the Crown lands or Crown improvements that will be available for sale to the First Nation subject to an agreement respecting the purchase price and satisfaction of any applicable conditions precedent. For most Crown land administering ministries, a period of 18 months will be identified in the provincial response and is usually effective as of the date of the provincial notification, and is known as the “freeze period.”

During the freeze period, the province shall not permit the sale of provincial Crown land or Crown improvements or grant any additional interests in respect thereof without the prior written consent of the First Nation except:

- a) Any interests which any existing interest holder is entitled to pursuant to the terms of a contractual arrangement with Saskatchewan, provincial legislation, or the policy of Saskatchewan.
- b) Public Utility Easements.
- c) Any new third party interests with a term not exceeding one year.
- d) Any new surface interest is required to provide Crown mineral disposition holders or their agents with access to land for purposes of exploring for and developing mineral rights that are the subject of an existing Crown mineral disposition.

For the Ministry of SaskBuilds and Procurement' (SBC) owned or managed properties, the time period regarding the sale of such properties may be less than 18 months. In such cases, SBC shall notify the First Nation in writing of the timeframe in which sale negotiations must be concluded. Failure to conclude negotiations within that period of time would require SBC to withdraw its offer of making such land available for purchase to that First Nation.

3.3 Payment of Arrears

Any arrears owing for leases, licenses, permits, and taxes must be paid in full before the land can be sold. The First Nation may be required to submit proof of payment before the sale can proceed.

3.4 Third-Party Interests

The First Nation must address all third party interests as identified in the provincial canvass. The province reserves the right to identify additional existing third-party interests that may have been overlooked at the time of sending the letter making the lands available for sale. Should any third party interests be identified at a later time, the First Nation must also obtain the written consent of the additional interest holders. For the purpose of administering Specific Claim selections, third party interests are deemed to exclude an interest in a Crown mineral disposition. These interests are dealt with under the policies and procedures which apply to the sale of Crown minerals.

3.5 Exceptional Circumstances

Saskatchewan will only sell provincial Crown lands designated as the following under exceptional circumstances:

- a) Critical wildlife habitat lands under *The Wildlife Habitat Protection Act*, SS 1992, c.W-13.2.
- b) Heritage property under *The Heritage Property Act*, SS 1979-80, c. H-2.2, or lands proposed for such designation.
- c) Provincial parks, protected areas, recreation sites, historic sites, and parkland reserves under *The Parks Act*, SS 1986, c. P-1.1, or the land proposed for such designation.
- d) Ecological reserves under *The Ecological Reserves Act*, SS 1979-80, c. E-0.01, or lands proposed for such designation.
- e) Dedicated lands under *The Planning and Development Act, 2007*, SS 2007, c. P-13.2.

3.6 Occupant Consent

Crown land will not be sold unless all occupants of the Crown land have provided their written consent relating to the release of their interest in the selection area and sale of the land. In addition to written consent from each occupant, the Crown land administering ministry may also require the appropriate surrender or discharge documents to release each occupant's interest. The surrender form is provided to the First Nation, and it is filled out by the First Nation's lawyer and lessee/occupant.

3.7 Underlying Crown Minerals

Crown land will not be sold unless the First Nation also purchases any underlying Crown minerals or enters into an agreement guaranteeing certainty of access to the minerals by the mineral disposition holder and their agents.

3.8 Pricing

3.8.1 Ministry of Agriculture

The land will be priced at fair market value, including components for any sand and gravel [excluding silica sand, which is a quarry mineral and administered by the Ministry of Energy and Resources (Energy and Resources)], timber, actual or potential mineral surface access leases, and for improvements on the land. Ministry of Agriculture (Agriculture) will indicate whether or not any natural resources are associated with the land. Agriculture records do not substitute for an accredited appraiser's physical site inspection or the need for an accredited appraiser to gather and consider all information relevant to the land's value.

The price will be determined by one of the following methods chosen by Agriculture and the First Nation:

- a) Solely by an accredited independent appraiser, who will be instructed to value the noted resources in arriving at the fair market value.
- b) A combination of bare land value, as determined by an accredited independent appraiser, plus the value of the noted resources as determined by Agriculture.

As part of the decision on the pricing options, the First Nation is required to contact the applicable District Director to select a mutually acceptable appraiser and to discuss the depth and scope of the appraisal criteria needed to complete the appraisal. The First Nation must advise Agriculture, in writing, of which pricing method they select before final arrangements are made with an appraiser. Fifty per cent of any appraisal fee will be deducted from the selling price. Notwithstanding the above, the parties may also agree on a purchase price without an appraisal and/or request that Agriculture carry out an appraisal. There is also a \$200 fee for the transfer of title when the sale proceeds.

After the 18-month period expires, First Nations must have made progress in acquiring the Crown lands in order for another 18-month freeze period to be considered by Agriculture. A report on activities undertaken to date will be required before Agriculture will consider a freeze extension.

3.8.2 Ministry of Environment

The land will be priced at fair market value, determined by a mutually approved accredited independent appraiser. The appraiser will be instructed to arrive at fair market value by determining the following: bare land value; the value of all improvements on the land; the value of resources, including sand and gravel, actual or potential mineral surface leases and timber; and any other resource values as identified by Environment.

Environment will provide the appraiser with any information it has on record regarding natural resource values associated with the land. However, Environment records do not substitute for an appraiser's physical site inspection or the need for an appraiser to gather and consider all information relevant to the land's value. The appraiser will itemize and report the value of each of the elements considered in the calculation of the fair market value of the land.

The First Nation is required to consult with the Land Claims Policy Analyst with the Fish, Wildlife, and Lands Branch to select a mutually acceptable appraiser and to discuss the depth and scope of the appraisal criteria needed to complete the appraisal. Before making final arrangements for the appraisal,

the First Nation must advise Environment, in writing, of which mutually acceptable appraiser has been selected. Fifty per cent of any appraisal fee will be deducted from the selling price. There is also a \$155.00 fee for the transfer of title when the sale proceeds as per *The Crown Resource Land Regulations, 2019*; the \$155.00 fee applies to each parcel sold.

3.8.3 Ministry of SBC and other Ministries or Agencies

The purchase price shall be market value as determined by an independent accredited appraiser. Fifty per cent of any appraisal fee will be deducted from the selling price.

3.8.4 Outer Boundary Surveys

For unsurveyed lands, including Crown land in the Northern Saskatchewan Administrative District, there may be a requirement from the Crown land administering ministry for the First Nation to complete an outer boundary survey of the lands that are conditionally made available for sale. If an outer boundary survey is required, the process, survey instructions, subdivision requirements, and costs will be noted in the provincial response.

4. Crown Mineral Sales

The sale of provincial Crown minerals to First Nations is guided by provincial policies and procedures established by the Government of Saskatchewan and as amended from time to time. A Crown mineral sale agreement must be executed before the provincial Crown minerals will be transferred. These policies and procedures are summarized below.

4.1 Conditions of Sale

In cases where Crown mineral rights are made available for sale to First Nations, the following conditions will apply:

- a) The province must be compensated for the loss of future Crown mineral revenues resulting from the change of mineral ownership. The purchase price will be determined by Energy and Resources based on a valuation of the Crown mineral rights.
- b) The surface must attain reserve status under the First Nation's Specific Claim Settlement Agreement.
- c) If the mineral rights are subject to a Crown mineral disposition, the mineral disposition holder must release the province from its obligations under its existing Crown mineral disposition, effective at the time of reserve creation.
- d) If the Crown minerals are subject to a trust certificate, the province must be released from its trust obligations before the minerals can be transferred to Canada on behalf of the First Nation.
- e) If the First Nation chooses not to purchase the mineral rights, the province will require that a surface access agreement be executed prior to reserve creation to ensure continued access to the underlying minerals after reserve creation. A *Surface Access Memorandum of Agreement* acceptable to the province can be provided upon request. Canada and Saskatchewan signed a *Surface Access Umbrella Agreement for Settlement First Nations* dated July 23, 2014. Pursuant to this agreement, if a Specific Claim First Nation enters into a *Surface Access Memorandum of Agreement* and Canada receives a request in writing for surface access, Canada agrees to do all things reasonably necessary to provide the surface access (not applicable to First Nations who have opted into the *First Nation Land Management Act*).

4.2 Time Frame of Availability

Provincial Crown minerals, which are made available for sale, will be frozen for one 18-month period to allow time for the First Nations to acquire the surface and mineral rights. It is expected that the sale of the mineral rights, and their transfer to the federal government for purposes of reserve creation, will be completed within this period.

After the 18-month period expires, First Nations must have made progress in acquiring the Crown minerals in order for another 18-month freeze period to be considered by Energy and Resources. At a minimum, the province will require that a signed Crown mineral sale agreement be put in place before it will consider a freeze extension.

The sale agreement sets out the purchase price for the mineral rights and the time frame for their transfer. A sale agreement extending the freeze will only be concluded if the First Nation has acquired the surface rights and has dealt with all other outstanding interests related to the creation of the new reserve.

4.3 Provincial Mineral Valuations

Energy and Resources will review all current and future sources of Crown mineral revenues to arrive at a purchase price. The purchase price is based on the present-day value of Crown mineral revenues.

The types of Crown mineral revenues included in the calculation of the purchase price will vary depending on the type of mineral being evaluated and the nature of the disposition. The mineral valuation applies to both disposed and undisposed Crown minerals.

Once a mineral valuation is prepared, a letter of offer is sent to the First Nation along with a draft Crown mineral sales agreement. These offers are generally valid for 60 days unless development activity and market conditions suggest that a shorter period is warranted. If signed by the First Nation, the mineral sales agreement will fix the selling price for up to six months in order to allow time for the mineral lands to attain reserve status.

The above procedure deals with those situations where the province has reliable information on the mineral reserves made available for sale. At present, large portions of Saskatchewan are currently under-explored and are therefore difficult to value based on standard valuation procedures. Under these circumstances, the province may assign a base price to these mineral rights equal to the present value of the mineral rights tax payable on freehold minerals in Saskatchewan.

4.4 Surface Access Agreements

Surface access is not currently addressed in the Memorandum of Agreement regarding the Facilitation of the Implementation of Specific Claims Settlements. However, Energy and Resources does require that a surface access agreement is executed in certain cases. The province has developed a template *Surface Access Memorandum of Agreement* that can be provided upon request.

The province requires a surface access agreement to be executed when the First Nation chooses not to purchase the undisposed or disposed Crown mineral rights underlying the surface of Crown or private land that is to be transferred to reserve status.

If the Crown minerals are disposed of, the province also expects that surface access will be provided during the freeze period. If access is required to, or across, the selected mineral land by a Crown mineral disposition holder or their agents during the freeze period for purposes of exploring for and developing disposed Crown minerals, new surface interests may be issued by the province without prior notice to the First Nation.

4.5 Transfer of Crown Mineral Rights

All sales of Crown minerals under Specific Claim Settlement Agreements must be approved by Cabinet through the passage of a mineral Order-in-Council. If approved, these Orders transfer the Crown mineral rights to the federal government on behalf of the First Nation on the day the federal government creates the new Indian Reserve.

5. Water Issues

5.1 Water Body Exclusions from Title and Transfer to Reserve Status

During the 90-day provincial review initiated by Government Relations, the Water Security Agency (WSA) may identify certain provincial and third party water management concerns, including the retention or transfer of crown water bodies and the handling of existing approved water projects. WSA's written comments will generally include:

- a) A description of any water bodies and any additional lands to be excluded from title and transfer to reserve status.
- b) The presence of minor water bodies on the selected lands having only local importance or with minimal significance to provincial water management that may obtain reserve status.
- c) The presence of existing approved water projects located on the selected lands and any provincial licensing requirements for water projects or water use.
- d) Identification of any third party approved water projects located off-site that directly or indirectly affect the selected lands.

The process to identify and address these concerns is as follows:

The WSA may identify specific granted, non-granted, or provincial Crown-owned water bodies whose bed and shore must remain owned or be transferred to the province. In certain circumstances, additional land (e.g., reservoir take line) must also be set aside to accommodate provincially-owned or licensed water projects. The bed and shore of the water bodies claimed by the province must be excluded from title and transfer to reserve status by Canada working with the First Nation.

At the conclusion of the provincial review, the response to Canada and the First Nation will indicate which water bodies are to be excluded from the selection (if necessary). Survey instructions to undertake the waterbody exclusion will be provided by Information Services Corporation on behalf of the Controller of Surveys as part of the provincial review.

5.2 Water Body Acquisition by First Nations and Transfer to Reserve Status

WSA may identify minor water bodies that are either adjacent (i.e., partially-enclosed) or wholly-enclosed by the land selection and whose transfer to reserve status has been identified by the province

as having minimal significance to provincial water management. In these instances, the province may have no interest in retaining or acquiring ownership of the beds and shores of these water bodies. WSA will advise that, if desired by the First Nation, these water bodies may obtain reserve status.

If the minor water body or water bodies are not already excluded from the title (i.e., they were included in the original land grant or have not been delineated as a specific parcel on the township plat as provincial Crown land), no additional work is required, and the water bodies will transfer with the rest of the subject lands at the time of reserve creation.

If a minor water body is excluded from the title (i.e., provincial Crown land) but is available for acquisition and transfer to reserve status, the provincial land administering ministry will be responsible for dealing with Canada and the First Nation on the transfer. In this scenario, the following will occur:

- a) The land administering ministry will advise Canada and the First Nation of the water body or water bodies availability for sale, the purchase price, the need for a provincial Order-in-Council, and the need for any legal surveys to be conducted.
- b) After Canada's Addition to Reserve Committee (ARC) approves the water body for transfer to reserve status, Canada, through Government Relations, requests that the provincial land administering ministry prepare an Order-in-Council.
- c) The provincial land administering ministry prepares the provincial Order-In-Council and forwards it to Cabinet for approval.
- d) Once the provincial Order-In-Council is passed, Government Relations will receive five certified copies. Government Relations will forward three certified copies to Canada, one certified copy to Agriculture, one photocopy to the First Nation and will retain one certified copy.

5.3 Approved Water Projects on Selected Land

WSA regulates the development of water projects and the right to use water for both surface and groundwater in the province. During the provincial review, WSA identifies any approved water projects and any licensed water uses which are located on the selected land. In this scenario, the following will occur:

- a) WSA's written comments will identify any existing approved water project or licensed water use located on the subject lands along with any approval or licensing requirements that would apply to the First Nation from the time of land acquisition until reserve creation.
- b) Where the First Nation intends to continue to operate a water project or use water following the acquisition of lands, they are responsible for contacting the WSA to address regulatory requirements.
- c) Based upon the status of the water project(s) and the First Nation's wishes, WSA may allow some existing approvals to operate to carry forward, issue new approvals to operate works and/or water rights licenses to the First Nation's holding company or trustees as requested or cancel existing approvals where the works will no longer be operated. WSA advises, which in turn notifies Canada that the First Nation has acquired any necessary approvals and/or water rights licenses.
- d) Canada advises Government Relations that the selected land is ready to be submitted to ARC and that those interests on title relating to approved water projects may be removed.

- e) Then Government Relations advises WSA that the selected land is ready for reserve creation, and WSA removes any water project approval interests from the titles of selected land.

6. Road Issues

6.1 Transfers of Internal Undeveloped Road Allowances

If the First Nation is interested in acquiring any internal undeveloped road allowances within its land selection, this must be specifically identified in its request to review the land selection. Alternatively, the transfer of internal undeveloped road allowances may be requested and dealt with after the adjacent lands have attained reserve status. The province [including the Ministry of Highways (Highways), SaskEnergy/TransGas, SaskPower, and SaskTel] and the affected municipality must agree before the transfer of undeveloped road allowances will be considered. If the province agrees to the transfer of undeveloped road allowances, a four-party agreement must be completed. The four parties to such an agreement are the province, the First Nation, the affected municipality, and Canada. The provincial response will indicate whether or not the province is prepared to transfer the undeveloped road allowances. If approved, the transfer will be from Saskatchewan to Canada for the benefit of the First Nation and will be effective upon reserve creation.

6.2 Road Surveys and Exclusions from Title

During the provincial review, Highways may receive information indicating that a survey is required for a roadway and/or roadway widening, which will be excluded from the transfer to reserve status. Examples of roadways that need to be excluded are unsurveyed trails and roads that are still required for public access. Highways will undertake the following process to identify roadways and road widenings to be excluded:

- a) Government Relations initiates the provincial review of lands.
- b) Highways forward the canvass package to the affected municipality and requests the municipality identify road issues they wish to resolve prior to reserve creation.
- c) The municipality advises Highways if they have any additional requirements regarding the selection, such as roadways, additional land for road widening, road allowances, gravel, etc.
- d) Once the provincial review is complete, the First Nation receives the municipality's and Highway's comments along with a report identifying road issues to be resolved.
- e) The First Nation is responsible for addressing the municipality's requirements prior to reserve creation. If an exclusion from the title is required, the First Nation is responsible for advising the municipality that the land has been purchased for reserve creation purposes and that they are ready to negotiate and sign an agreement for sale regarding the land that is required to be excluded for roadway purposes.
- f) Where a municipal road is required, the municipality is required to procure the survey.
- g) Where a provincial highway requirement is identified, Highways will negotiate, sign an agreement for sale, and complete the survey requirements.

For surveys procured by the municipality:

- a) The surveyor submits the plan of the survey along with the required supporting documents to the Controller of Surveys via Information Services Corporation.
- b) The Controller of Surveys will examine the plan of survey, ensuring that the proper survey procedures were followed. Typically, this work will be completed by Information Services Corporation staff on behalf of the Controller of Surveys if the work can be completed within existing policy and procedures.

7. Replacement Public Utility Agreements

7.1 Notice and Declaration Forms

This process goes back to 1994 when the provincial government agreed to assist Canada in providing provincial interests and concerns on specific claims selections. On May 19, 1995, Canada, the utilities, and Kahkewistahaw, Kawacatoose, Piapot, and Sakimay First Nations met to discuss the Proposal for Specific Claims Surrender and Replacement Agreements process and agree upon the process for Specific Claims Replacement Permits. To serve as an official agreement, all parties initialed a Laws and Declaration Agreement, an Agreement on Specific Claims Replacement Permits, and letters that provided understandings that were achieved through discussions. Part of those agreements and discussions was to create a Notice and Declaration form (Appendix D) which would ensure that First Nations identify any existing taxes, duties, tolls, imposts, or levies on the land and will charge any taxes, duties, tolls, imposts or levies where none were charged previously. The Replacement Agreement process further clarifies that:

- a) The Specific Claim First Nations, as a result of their settlements, have purchased lands or will purchase lands for reserve creation.
- b) A standard subsection 28(2) Replacement Permit and a Section 35 Replacement Easement Agreement have been developed and agreed to for existing Public Utility interests.
- c) A standard subsection 28(2) Lands and Trust Public Utility Permit and a Section 35 Easement Agreement have been developed and agreed to for future public utility interests on reserve land.
- d) For the situations set out in (b) and (c), the Specific Claim First Nations have consented to the use of the Permit and Easement Agreements.
- e) The standard Replacement Permit and Easement Agreements (existing lines) and the Lands and Trust Public Utility Permit and Easement Agreements (future services) will be executed as needed by the Public Utilities and Her Majesty the Queen in the Right of Canada as represented by the Minister of Crown Indigenous Relations.

After the MOA for the Facilitation of the Implementation of Specific Claims Settlements was signed by Canada and Saskatchewan in 2000, the utilities ensured that the process agreed upon in 1995 would continue to be used and would be documented in the Specific Claims Manual: Provincial Process and Procedures, 2001. On page 1 of Schedule A in the MOA, there is a requirement for the utilities to establish the Notice and Declaration form as part of the replacement agreements. This is why the Notice and Declaration form is used for every Specific Claim selection.

During the provincial review, SaskEnergy/TransGas, SaskPower and SaskTel, identify whether or not they have facilities located on the selected land. If facilities are located on the land and the utility company is willing to conditionally surrender its existing legal rights for a replacement Section 28(2) Permit or Section 35 Easement agreement pursuant to the *Indian Act*, then the following documents must be completed:

- **Band Council Resolution (BCR);**
This is generally the initiating the BCR required by Canada and may already have been received by the province.
- **Notice and Declaration Form (Appendix D);**
The First Nation completes this form. It provides authorization for Canada and Saskatchewan to enter into a replacement permit or easement for facilities located on the specified land locations.
- **Laws and Regulations Agreement (Appendices E, F & G); and**
When the land has been approved for transfer to reserve status by Canada's Additions to Reserve Committee, ISC will forward a request for the Laws and Regulations and replacement agreements to Government Relations, accompanied by the above documentation. Government Relations, in turn, will forward the request and documentation to the affected utility companies. Each affected utility company will prepare, sign, and submit the following documents to Justice Canada for the remaining signatures, subject to certain trust conditions.
- **Replacement Public Utility Agreements (Appendices H through to S).**
Standard agreements have been developed pursuant to the *Indian Act* to ensure the provincial utilities can be located and maintained on federal Reserve land.

It is agreed that for the Replacement Section 35 Easement Agreement, plans of the survey are not required. The most common types of Replacement documents include:

SaskEnergy/TransGas Documents (Appendices H, I, J & K)

- a) Natural Gas Low-Pressure Distribution Pipeline Replacement Permit (existing facilities)
- b) Natural Gas Transmission Pipeline Replacement Easement (existing facilities)
- c) Natural Gas Low-Pressure Distribution Pipeline - Lands and Trusts Permit (new facilities)
- d) Natural Gas Transmission Pipeline – Lands and Trusts Easement (when new facilities are required)

SaskPower Documents (Appendices L, M, N & O)

- a) Electrical Distribution Line Replacement Permit (existing facilities)
- b) Electrical Transmission Line Right-of-Way Replacement Easement (existing facilities)
- c) Electrical Distribution Line - Lands and Trusts Permit (new facilities)
- d) Electrical Transmission Line Right-of-Way – Lands and Trusts Easement (when new facilities are required)

SaskTel Documents (Appendices P, Q, R & S)

- a) Telecommunication Transmission System Replacement Easement (existing facilities)
- b) Telecommunication Distribution System Replacement Permit (existing facilities)
- c) Telecommunication Transmission System – Lands and Trusts Easement (when new facilities are required)
- d) Telecommunication Distribution System - Lands and Trusts Permit (new facilities)

The First Nation must submit to Government Relations the completed Notice and Declaration form and a BCR, agreeing to the execution of replacement public utility agreements and Laws and Regulations Agreements. These documents should be included with the First Nation's request for a provincial review of the selection.

Once the lands receive approval for transfer to reserve status from ARC, ISC will forward a request for the Laws and Regulations and replacement agreements to Government Relations. Government Relations then forwards the request, as well as the completed Notice and Declaration form and BCR, to the affected utility companies. The utility company then prepares and signs the Laws and Regulations Agreement and replacement agreements, along with any discharges and/or surrender of existing registered or statutory easements. Once the utility companies sign the agreements, they are forwarded to Justice Canada, subject to certain trust conditions, for the remaining signatures.

8. Tax Loss Compensation

8.1 Rural Municipalities

The Rural Municipal Specific Claims Tax Loss Compensation Trust Fund (Trust Fund) was established, on behalf of RMs, when Canada made a one-time payment to the province to offset the loss of tax base due to Specific Claims reserve creation (See Appendix T). The province is not a party to Specific Claims agreements and does not contribute to the fund.

First Nations are required to pay affected RMs a one-time payment that is equivalent to five times what the municipal tax amount was prior to the land transferring to reserve status.

Saskatchewan Association of Rural Municipalities (SARM) makes yearly tax loss compensation payments to RMs for lands that are transferred to reserve status under Specific Claims agreements. The annual payments are made on September 30 of each year. SARM calculates the annual payment based on a certain percentage of the estimated municipal taxes in the affected RM. If the RM submits their First Nation five times payment to SARM for investment in the Trust Fund, then SARM will base the estimated tax loss at 60 per cent, with 95 per cent of that amount paid to the RM, if the RM chooses not to submit the five times payment then the estimated tax loss is 40 per cent, with 95 per cent of that amount paid to the RM. In either case, SARM retains a 5 per cent administration fee from the yearly payment.

8.2 School Divisions

The School Division Specific Claims Tax Loss Compensation Trust Fund was established to manage the funds provided by Canada to compensate school divisions within an RM that are affected by reserve creation under a Specific Claim agreement (see Appendix U). The Saskatchewan School Boards Association (SSBA), formerly Saskatchewan Schools Trustee Association, is the trustee of the fund. The province is not a party to Specific Claims agreements and does not contribute to the fund.

When land within an RM is set aside by Canada as a reserve pursuant to the settlement of a Specific Claim, Saskatchewan will provide the SSBA with a copy of the federal ministerial order within 30 days of receiving it from Canada. Within 30 days of receiving the federal order, the SSBA will provide an “Application for Specific Claims Tax Loss Compensation” to each school division that has lost or will lose school taxes as a result of lands being set apart as reserve (see Appendix V). Through the application process, the school division will also identify the land which attained reserve status and for which compensation is being claimed and have submitted a release form.

Since \$1.2 million was provided to the fund for 300,000 acres of reserve land, a school division will receive \$4 per acre transferred to reserve. The SSBA will make a lump sum payment to the affected school division. If there is any money left in the fund after the 300,000 acres of land have attained reserve status under Specific Claims Agreements post-January 1, 1987, and after all affected school divisions have received their lump sum payment, the SSBA will make residual payments to the school divisions that received the lump sum payments.

8.3 Conservation and Development Area Authority

The province and the Saskatchewan Conservation and Development Association Inc. (SCDA) agreed to establish a trust fund to be known as the *Conservation Development Area Authority (CDAA) Specific Claims Tax Loss Compensation Trust Fund* for the purposes of receiving a one-time payment made by the province, and to disburse payments to qualifying CDAA’s that lose taxes as a result of lands which had been situated within RMs being set apart as reserves pursuant to the settlement of Specific Claims. The beneficiaries of the Trust Fund shall be qualifying CDAA’s that lose taxes as a result of land being transferred to reserve status pursuant to a settlement of a Specific Claim, providing that the qualifying CDAA has a release in favour of Canada and Saskatchewan (see Appendix W for release form).

The CDAA must submit an “*Application for Specific Claims Tax Loss Compensation,*” which shall make provision for specifying the lands which had been the situation in an RM within the CDAA which attained reserve status and for which compensation is being or reasonably anticipated to be claimed on or before the first day of September in each year. Payment to the CDAA is made on or before September 30th of each year to qualifying CDAA’s in accordance with a fair and equitable formula that is approved by a majority of the members of the SCDA. The payment amount may change over time.

9. Mediation

Where First Nations are experiencing difficulties in addressing third party interests, Government Relations, upon formal written request, may appoint a mediator to assist in resolving outstanding issues. Written requests will be reviewed on a case-by-case basis for mediation and will be subject to the availability of funding for this purpose within Government Relations’ budget.

APPENDIX A

MEMORANDUM OF AGREEMENT

Facilitation of the Implementation of Specific Claims Settlements

This Agreement is made this 31 day of March, 2000

BETWEEN:

THE GOVERNMENT OF CANADA as represented by the Minister of Indian Affairs and Northern Development (herein "Canada")

AND:

THE GOVERNMENT OF SASKATCHEWAN as represented by the Minister of Intergovernmental and Aboriginal Affairs (herein "Saskatchewan")

WHEREAS:

- A) Canada has negotiated or will negotiate with certain Indian Bands in Saskatchewan the settlement of their Specific Claims against Canada;
- B) These Specific Claim settlement agreements with the Bands may provide, in addition to other terms, that the Specific Claims Band is entitled to acquire by purchase a certain number of acres of land to which Canada is prepared to grant reserve status;
- C) Canada and Saskatchewan recognize that there are certain issues which must be addressed when bringing land into reserve status;
- D) Canada and Saskatchewan are desirous of facilitating the implementation of the Specific Claims settlement agreements of Indian Bands and recognize the need to co-operate;

Canada and Saskatchewan, therefore, agree as follows:

1. Definitions:

- a) "Band", "Reserve" and any words herein which are used or defined in the Indian Act, R.S.C. 1985, c.I-5 shall have the same meaning as they have in the Indian Act, R.S.C. 1985, c.I-5 and the Regulations made thereunder;

- b) “Specific Claim” means the claim for damages an Indian Band has against Canada for breach of Canada’s obligations to the Band which claim Canada has acknowledged; and
 - c) “Specific Claims Settlement Agreement” means the negotiated and signed agreement entered into between Canada and an Indian Band in settlement of that Band’s Specific Claim.
2. The parties have identified a number of areas the resolution of which would expedite the implementation of Specific Claims Settlement Agreements. In consideration of Saskatchewan entering this Agreement and agreeing to assume responsibility for the undertakings in connection with the topics set out in Schedule “A” to this Agreement, Canada shall:
- a) Pay to Saskatchewan the sum of \$4.1 million upon the execution of this Agreement which includes \$261,400 for item 3(b); and
 - b) Provide to Saskatchewan semi-annual reports which will identify any reserve created under Specific Claims that are part of the 300,000 acres addressed in this Agreement. These reports will be provided by August 1 and March 31 of each year. Canada will also provide copies of Orders-in-Council setting apart lands as Indian Reserves which are subject to this Agreement within 30 days of the Orders being passed.
3. In consideration of the above-mentioned payments by Canada, Saskatchewan agrees to:
- a) Assume responsibility for the undertakings in connection with the topics set out in Schedule “A”;
 - b) Satisfy the claims of the Rural Municipalities of Golden West, Brock, Hazelwood, Edenwold and Filmore in connection with the reserve lands for Ocean Man and Pheasant Rump Bands for 23,680 and 11,680 acres respectively;
 - c) Obtain releases, minutes of settlement and discontinuance of Queen’s Bench action No. 1453 of 1997 Judicial Centre of Regina from the Saskatchewan Association of Rural Municipalities, the Rural Municipalities of Golden West No. 95, Brock No. 64, Hazelwood No. 94, Cana No. 214, Grayson No. 184, McLeod No. 185, Saltcoats No. 213 and Sherwood No. 159 and provide executed copies to Canada;

- d) Facilitate reserve creation for Specific Claims for up to 300,000 acres within Saskatchewan rural municipalities commencing with claims as of January 1, 1987; and
 - e) Enter into the attached Memorandum of Understanding on Partnership To Benefit First Nations And Other Aboriginal Peoples marked as Appendix A.
4. Consistent with the Additions to Reserves Policy of the Department of Indian Affairs and Northern Development, Canada has provided, for all existing Specific Claims Settlements with Bands, other than Ocean Man and the Pheasant Rump, sufficient monies to enable Bands to address tax loss compensation at a minimum of five times the annual municipal share of taxes based on the year prior to reserve creation. In the future Canada agrees to continue to provide monies to the same extent to Bands that conclude Specific Claims Settlements involving a land component. Further, Canada agrees not to create any reserves under Specific Claims unless the Specific Claims Band has either reached an agreement for tax loss with the affected rural municipality or has offered to pay to the affected rural municipality five times the annual municipal share of taxes based on the year prior to reserve creation as tax loss compensation for lands to be set apart as reserves.
 5. The parties acknowledge the sensitive nature of the subject matter contained herein and accordingly agree to put in place a joint communication strategy.
 6. It is agreed and understood that the provisions of the Federal-Provincial Agreements Act of Saskatchewan R.S.S. 1978 Chapter F-13 will apply to this Agreement.
 7. Upon execution of this Agreement, Canada will proceed with reserve creation in Specific Claims as it deems appropriate.
 8. No member of the House of Commons shall be entitled to any share or part of this Agreement or to any benefit to arise therefrom.

- 9. In accordance with Section 40 of the Financial Administration Act, any payment by Canada under this Agreement is subject to there being an appropriation for the fiscal year in which the payment is to be made.

IN WITNESS WHEREOF the Parties have executed this Agreement.

SIGNED

in the Presence of:

David Charbonneau
Witness

) THE GOVERNMENT OF CANADA

) Robert D. Paul
) Minister of Indian Affairs and Northern
) Development

SIGNED

in the Presence of:

H. Schmidt
Witness

) THE GOVERNMENT OF
) SASKATCHEWAN

) John Hellsen
) Minister of Intergovernmental and Aboriginal
) Affairs

Schedule "A" to Memorandum of Agreement

FACILITATION OF THE IMPLEMENTATION
OF SPECIFIC CLAIMS SETTLEMENTS

- I. **THE PROVINCE AGREES TO ESTABLISH STANDARD SPECIFIC CLAIMS REPLACEMENT AGREEMENTS AND RELATED DOCUMENTS AND PROCESSES TO FACILITATE THE FOLLOWING:**
 1. Section 28(2) Public Utility Replacement Permit for SaskTel facilities.
 2. Section 35 Public Utility Replacement Easement Agreement for SaskTel facilities.
 3. Notice and Declaration for Public Utility Replacement Agreements SaskTel.
 4. Agreements with respect to Laws and Regulations entered into between First Nations and SaskTel arising out of Public Utilities Replacement Agreements.
 5. Section 28(2) Public Utility Replacement Permit for SaskPower facilities.
 6. Section 35 Public Utility Replacement Easement Agreement for SaskPower facilities.
 7. Notice and Declaration for Public Utility Replacement Agreements with SaskPower.
 8. Agreements with respect to Laws and Regulations entered into between First Nations and SaskPower arising out of Public Utilities Replacement Agreements.
 9. Section 28(2) Public Utility Replacement Permit for SaskEnergy facilities.
 10. Notice and Declaration for Public Utility Replacement Agreements with SaskEnergy.
 11. Agreements with respect to Laws and Regulations entered into between First Nations and SaskEnergy arising out of Public Utilities Replacement Agreements.
 12. Section 35 Public Utility Replacement Easement Agreement for TransGas facilities.
 13. Notice and Declaration for Public Utility Replacement Agreements with TransGas.
 14. Agreements with respect to Laws and Regulations entered into between First Nations and TransGas arising out of Public Utilities Replacement Agreements.

II THE PROVINCE AGREES TO:

Resolve with the major provincial associations representing rural local authorities any tax loss compensation issues arising from the setting apart of up to 300,000 acres of reserve lands within Saskatchewan rural municipalities pursuant to Specific Claims Settlements.

III THE PROVINCE AGREES TO ESTABLISH FORMAL PROCEDURES AND PROCESSES FOR THE FOLLOWING:

1. The exclusion of water bodies identified by SaskWater for its retention.
2. The surveying of water bodies and amending of titles.
3. The transfer of wholly enclosed water bodies.
4. The surveying of roads, road widenings and unsurveyed roads and amending of titles.
5. The transferring of internal undeveloped road allowances (pursuant to a four party roads agreement).
6. To provide available mediation services.
7. To negotiate replacement agreements for water rights projects.
8. To make provincial Crown surface land available for sale subject to the provincial policies and procedures that exist at that time. It being agreed and understood that the foregoing does not preclude the sale of minerals in accordance with provincial policies and procedures by the Province to Specific Claims Bands.
9. To apply priority and specified time frames on provincial reviews as soon as practicable on lands that have been purchased by Specific Claim Bands to facilitate the creation of reserve lands.
10. To facilitate the resolution of road issues, including road widenings and unsurveyed roads, prior to reserve creation, unless there is an agreement to wait until after reserve creation.

Appendix A to Memorandum of Agreement
Facilitation of the Implementation of Specific Claims Settlements

MEMORANDUM OF UNDERSTANDING
ON
PARTNERSHIP TO BENEFIT FIRST NATIONS
AND OTHER ABORIGINAL PEOPLES

Between:

THE GOVERNMENT OF CANADA as represented by the Minister of Indian
Affairs and Northern Development (herein "Canada")

And:

THE GOVERNMENT OF SASKATCHEWAN as represented by the
Minister of Intergovernmental and Aboriginal Affairs (herein
"Saskatchewan")

WHEREAS:

- 1) Canada and Saskatchewan recognize that First Nations and other Aboriginal people constitute an important part of Saskatchewan society and, as such, are prepared to undertake initiatives to further the goals and interests of Aboriginal peoples; and
- 2) The settlement and implementation of Specific Claims is one of the primary goals of Indian Bands with Specific Claims and would serve to promote economic development.

The Parties, therefore, have agreed to the following Memorandum of Understanding to demonstrate their commitment to the goal of improving the socio-economic status of First Nations and other Aboriginal peoples in Saskatchewan. This Memorandum of Understanding does not create any legal rights or obligations.

- A. The Parties have identified the following existing Government of Saskatchewan initiatives which support Aboriginal peoples, as residents of Saskatchewan, in achieving greater access and participation in the economy as well as other initiatives that serve to increase greater understanding and appreciation of Aboriginal cultures, languages and traditions among all citizens of the province. These initiatives, are, of course, subject to the year to year appropriation by the Saskatchewan Legislature where it involves the disbursement of public funds:

- 1) Facilitate multi-stakeholder partnerships with industry and government in support of Aboriginal participation in the forestry sector as demonstrated by:
 - Lac La Ronge First Nation, Peter Ballantyne Cree Nation and Montreal Lake Cree Nation partnership with Weyerhaeuser to expand the Big River Sawmill and construct the new Wapawekka sawmill.
 - Peter Ballantyne Cree Nation partnership with Ainsworth Lumber Ltd. to build new sawmills at Creighton and Deschambault, and a finger jointer plant in Prince Albert.
 - Lac La Ronge First Nation partnership with Zelensky Brothers to build a new sawmill in La Ronge.
 - James Smith Cree Nation with Suntec Forest Products to build a sawmill and value-added remanufacturing facility.
 - Meadow Lake Tribal Council, via NorSask Forest Products partnership with Ainsworth Lumber Ltd., to develop an oriented strand board mill in Meadow Lake.

- 2) Establish a relationship with the First Nations focusing on lands and resources management and policy development as demonstrated by:
 - Support for the Federation of Saskatchewan Indian Nations' initiatives.
 - Support for the First Nations' Fire Protection Program.
 - Support for the Beverly-Qamanirjuaq Caribou Board.
 - Support for the Resource Management Personnel Program.

- 3) Ensure that First Nations and other Aboriginal people continue to receive economic opportunities and jobs and other benefits from the profits and operations of the Regina Casino and the four First Nations-run casinos.

- 4) Provide financial support through loans and grants to northerners, including aboriginal peoples, for new development and expansion of businesses and industries as demonstrated through the Northern Development Fund.

- 5) Ensure that Aboriginal peoples have the opportunity to access and benefit from the *Western Economic Partnership Agreement* that encourages new jobs and supports new economic infrastructure, tourism (including eco-tourism), export and marketing initiatives, and new economic opportunities, including rural, northern and Aboriginal economic development.

- 6) Ensure that Aboriginal peoples participate in, and benefit from, the tourism industry in Saskatchewan as demonstrated by major developments in cultural tourism and eco-tourism. Eco-tourism showcases land and nature, particularly the wilderness experience and living off the land. This initiative is in the early planning stages and involves a northern economic opportunities study.

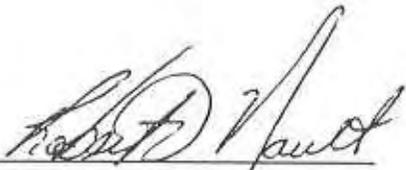
Cultural tourism showcases Aboriginal traditions, history and culture. A three-year planning and development study has been completed. A number of key projects include:

- Treaty Four Administration Centre and Tourism Complex involving 33 First Nations.
 - Prince Albert Cultural Tourism Partnership involving four First Nations and the City of Prince Albert.
 - Swampy Cree Partnership Coalition involving four First Nations to develop a wilderness lodge.
 - Whitecap Dakota Cultural Village.
 - Key Saulteaux Cultural Camp Partnership involving two provincial parks.
- 7) Ensure that urban Aboriginal peoples can access and benefit from special training and employment opportunities in urban settings under the Labour Market Development Agreement.
 - 8) Ensure representative workforce participation by Aboriginal peoples in the provincial economy by improving employment opportunities and representation in private and public sectors as demonstrated through the Aboriginal Employment Development Program.
 - 9) Develop a *Framework for Co-operation* to facilitate discussions with off-reserve Aboriginal peoples aimed at shaping provincial policies, programs and services to meet Aboriginal needs in the area of individual and community well being, education, preparation for the workforce, and participation in the provincial economy.
 - 10) Ensure that Aboriginal peoples have the opportunity for input and participation in the provincial centennial (2005) and observance of the millennium (2000).
 - 11) Continue to assist Canada in settling validated new outstanding Treaty land entitlement claims pursuant to the *Treaty Land Entitlement Framework Agreement* as demonstrated by provincial participation in negotiations involving the Kawacatoose treaty land entitlement claim.
 - 12) Support the concept of the corporate business circle developed by the Federation of Saskatchewan Indian Nations which promotes and helps facilitate partnerships between First Nations and the private sector.
 - 13) Support and promotion for Aboriginal historic and cultural sites as evidenced by Wanuskewin Heritage Park.

- 14) Ensure that Aboriginal students and families can access and participate in an expanded Community Schools Program located in urban settings.
- 15) Ensure that Aboriginal heritage and culture are reflected in the curriculum and instruction as part of the public education system.
- 16) Ensure that northern communities, including Aboriginal companies, can benefit from government contracting and purchasing of goods and services under the Northern Procurement Policy.

B. The Government of Canada recognizes the importance of the above-mentioned initiatives and supports Saskatchewan's efforts to accomplish them. The Government of Canada is committed to increase its efforts to work in partnership with the Province and Aboriginal peoples and by supporting existing and new initiatives designed to increase Aboriginal participation in the economy and society of Saskatchewan and Canada.

Signed this 31 day of March 2000.


Minister of Indian Affairs
and Northern Development


Minister of Intergovernmental
and Aboriginal Affairs

APPENDIX B

PROVINCIAL LAND CLAIMS REVIEW COMMITTEE

Ministry/Agency/Crown Corp
Agriculture
SaskBuilds and Procurement (Property Management)
Education
Energy and Resources
Environment
Government Relations (Northern Municipal Services)
Highways
Ministry of Justice – Controller of Surveys
Parks, Culture and Sport
SaskEnergy
SaskPower
SaskTel
Sask Public Safety Agency
Water Security Agency

APPENDIX C

Provincial First Nation Land Claims Review Committee	Examples of Provincial or Third Party Interests
Agriculture	<ul style="list-style-type: none"> • Agriculture leases, haying and grazing permits, pasture patrons
Education	<ul style="list-style-type: none"> • Affected school division for specific claims tax loss compensation • School buildings or assets
Energy and Resources	<ul style="list-style-type: none"> • Ownership of mineral rights underlying lands • Whether or not provincial Crown mineral rights are subject to a Crown mineral disposition or any other interest that may affect selection and sale
Environment	<ul style="list-style-type: none"> • Trappers, outfitters, cottage owners, wild rice growers, commercial fishers, haying permits • Lands designated pursuant to the <i>Wildlife Habitat Protection Act</i> • Lands included with Forest Management Agreements • Ecological reserves • Fuel spills, hazardous substance storage sites • Provincially rare and/or federally protected species; habitats
Highways	<ul style="list-style-type: none"> • Provincial highways • Registered road plans • Unsurveyed roads and trails • Road allowances • Gravel pits • Registered caveats against title (e.g. drainage ditch) • Buildings, storage sites • RM concerns – road surveys required prior to reserve creation
The Ministry of Justice – Controller of Surveys	<ul style="list-style-type: none"> • Unsurveyed roads • Survey monuments • Requirements for outer boundary surveys or other township plan revisions (i.e. registerable legal description of water bodies)
Northern Municipal Services	<ul style="list-style-type: none"> • Land Use Planning Districts • RM concerns – zoning, unpaid taxes, municipal services • Only Applicable for selections in the NSAD
Water Security Agency	<ul style="list-style-type: none"> • Water bodies to be retained by the Province or excluded from transfer to reserve status • Wholly enclosed water bodies to be transferred to reserve status • Partially enclosed water bodies the First Nation may wish to acquire and transfer to reserve status • Water Rights Projects • Conservation and Development Area Authorities • Watershed Associations
Parks, Culture and Sport	<p><u>Parks:</u></p> <ul style="list-style-type: none"> • Lands designated pursuant to <i>The Parks Act</i>, such as Provincial Parks and Recreation Sites <p><u>Heritage:</u></p> <ul style="list-style-type: none"> • Archaeological sites • Lands designated pursuant to <i>The Heritage Property Act</i>
SaskEnergy/TransGas	<ul style="list-style-type: none"> • Location of distribution and transmission lines • Building and other facilities
SaskPower	<ul style="list-style-type: none"> • Location of distribution and transmission lines • Buildings and other facilities
SaskTel	<ul style="list-style-type: none"> • Location of distribution and transmission lines • Buildings and other facilities

APPENDIX D

NOTICE AND DECLARATION

To: Government Relations
220- 1855 Victoria Avenue, Regina, Saskatchewan, S4P 3T2

From: _____ First Nation. ("First Nation")

(Address)

I, _____, of _____ being _____
(Name) (Residence) (Position or Title)
of the First Nation hereby declare as follows:

1. That this document is the notice and declaration required to be given by the First Nation pursuant to Section 1 of the Proposal for Specific Claims Surrender and Replacement Agreements Process, a copy of which is attached hereto.
2. That the First Nation has selected the lands legally described as follows, for inclusion into the

_____ Indian Reserve, No. _____

{ } *Legal Description of Lands* }
{ }
{ }

("Selected Lands")

3. That, as of the date of this notice, the following is the exact description of any and all taxes, duties, tolls, imposts or levies that are currently chargeable or imposed by the First Nation or any federal authority, on any facilities and legal interests such as, but not limited to, easements and rights-of-way, both registered and unregistered, that any of Saskatchewan Telecommunications, Saskatchewan Power Corporation, SaskEnergy Incorporated and TransGas Limited have on or in respect of any of the Selected Lands.

{ } *List of applicable taxes, etc.*
{ } *"NIL" is none applicable*
{ }

Dated at _____, Saskatchewan, this _____ day of _____, 20__

(Witness)

(Declarant)

APPENDIX E

THIS AGREEMENT made the _____ day of _____ 20_____.

BETWEEN:

_____ Band of Indians, a band pursuant to the
Indian Act (Canada) (the "Band")

OF THE FIRST PART

AND

SASKATCHEWAN TELECOMMUNICATIONS

a corporation having its head office in the City of Regina, in the province
of Saskatchewan ("the Utility")

OF THE SECOND PART

WHEREAS pursuant to the Specific Claims process the Band has identified certain lands for inclusion into
the _____ Indian Reserve No. _____;

AND WHEREAS the Utility has certain facilities on such lands which facilities are the subject of existing
rights and obligations;

AND WHEREAS the Utility has been requested by the Band and Her Majesty the Queen in Right of
Canada, as represented by the Minister of Indian Affairs and Northern Development ("Minister") to
discharge or otherwise surrender such existing rights and obligations for the rights and obligations to be
provided pursuant to terms and conditions of a Specific Claims Replacement Agreement for
_____, a copy of which is attached hereto as Appendix "A" ("Replacement Agreement");

AND WHEREAS the parties have agreed that it will be a condition of the Utility executing the
Replacement Agreement, that the parties enter into this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and of the further
consideration of One (\$1.00) Dollar paid by the Utility to the Band, the receipt and sufficiency of which is
hereby acknowledged, the parties agree as follows:

1. Subject as hereinafter provided, the Utility acknowledges its obligation pursuant to section (Laws & Regulations clause) of the Replacement Agreement.
2. The Band states that as of the date of this Agreement the existing laws, bylaws, rules, requirements, orders, directions, ordinances or regulations of the Band are consistent with the spirit and intent of the Replacement Agreement.
3. In the event the Band amends or passes any law, bylaws, rule, requirement, order, direction, ordinance or regulation subsequent to the date of this Agreement, which may apply to the Utility or the Replacement Agreement or the Works as defined in the Replacement Agreement, the Band agrees they shall be consistent with the spirit and intent of the Replacement Agreement.
4. This Agreement shall remain in effect for as long as the term of the Replacement Agreement or any renewal thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

BAND

Per: _____

Per: _____

SASKATCHEWAN TELECOMMUNICATIONS

Per: _____

Assistant Secretary

APPENDIX F

SPECIFIC CLAIMS LAWS AND REGULATIONS AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20__.

BETWEEN:

_____ Band of Indians, a band pursuant
to the Indian Act (Canada) (the "Band")

OF THE FIRST PART

- and -

SASKENERGY INCORPORATED,
a corporation having its head office in the City of Regina,
in the Province of Saskatchewan
("the Utility")

OF THE SECOND PART

WHEREAS pursuant to the Specific Claims process the Band has identified certain lands for inclusion into the _____ Indian Reserve No. _____;

AND WHEREAS the Utility has certain facilities on such lands which facilities are the subject of existing rights and obligations;

AND WHEREAS the Utility has been requested by the band and Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development ("Minister") to discharge or otherwise surrender such existing rights and obligations for the rights and obligations to be provided pursuant to terms and conditions of a Specific Claims Replacement Agreement for _____, a copy of which is attached hereto as Appendix "A" ("Replacement Agreement");

AND WHEREAS the parties have agreed that it will be a condition of the Utility executing the Replacement Agreement, that the parties enter into this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and of the further consideration of One (\$1.00) Dollar paid by the Utility to the Band, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject as hereinafter provided, the Utility acknowledges its obligation pursuant to section 17 of the Replacement Agreement.
2. The Band states that as of the date of this Agreement the existing laws, bylaws, rules, requirements, orders, directions, ordinances or regulations of the Band are consistent with the spirit and intent of the Replacement Agreement.

3. In the event the Band amends or passes any law, bylaws, rule, requirement, order, direction, ordinance or regulation subsequent to the date of this Agreement, which may apply to the Utility or the Replacement Agreement or the Works as defined in the Replacement Agreement, the Band agrees they shall be consistent with the spirit and intent of the Replacement Agreement.

4. This Agreement shall remain in effect for as long as the term of the Replacement Agreement or any renewal thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

(BAND)

Per: _____

Per: _____

(UTILITY)

Per: _____

Per: _____

APPENDIX G

THIS AGREEMENT made the _____ day of _____ 20 ____.

BETWEEN:

_____ Band of Indians, a band pursuant to the *Indian Act* (Canada) (the “Band”)

OF THE FIRST PART

- and -

SASKATCHEWAN POWER CORPORATION,
a corporation having its head office in the City of Regina, in the Province of Saskatchewan (“the Utility”)

OF THE SECOND PART

WHEREAS pursuant to the Specific Claims process the Band has identified certain lands for inclusion into the _____ Indian Reserve No. _____;

AND WHEREAS the Utility has certain facilities on such lands which facilities are the subject of existing rights and obligations;

AND WHEREAS the Utility has been requested by the Band and Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (“Minister”) to discharge or otherwise surrender such existing rights and obligations for the rights and obligations to be provided pursuant to terms and conditions of a Specific Claims Replacement Agreement for _____, a copy of which is attached hereto as Appendix “A” (“Replacement Agreement”);

AND WHEREAS the parties have agreed that it will be a condition of the Utility executing the Replacement Agreement, that the parties enter into this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and of the further consideration of One (\$1.00) Dollar paid by the Utility to the Band, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject as hereinafter provided, the Utility acknowledges its obligation pursuant to section 6, Laws and Regulations, of the Replacement Agreement.
2. The Band states that as of the date of this Agreement the existing laws, bylaws, rules, requirements, orders, directions, ordinances or regulations of the Band are consistent with the spirit and intent of the Replacement Agreement.

3. In the event the Band amends or passes any law, bylaws, rule, requirement, order, direction, ordinance or regulation subsequent to the date of this Agreement, which may apply to the Utility or the Replacement Agreement or the Works as defined in the Replacement Agreement, the Band agrees they shall be consistent with the spirit and intent of the Replacement Agreement.

4. This Agreement shall remain in effect for as long as the term of the Replacement Agreement or any renewal thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

_____ **FIRST NATION**

Per: _____

Per: _____

SASKATCHEWAN POWER CORPORATION

APPROVED

Per: _____

GENERAL COUNSEL AND
ASSISTANT SECRETARY

APPENDIX H

SPECIFIC CLAIMS REPLACEMENT PERMIT FOR NATURAL GAS LOW PRESSURE DISTRIBUTION PIPELINE

THIS PERMIT made in quadruplicate this _____ day of _____, A.D. 20__

BETWEEN:

HER MAJESTY THE QUEEN, IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development, (hereinafter referred to as "Her Majesty")

PARTY OF THE FIRST PART

AND

SASKENERGY INCORPORATED, a body corporate organized and existing in accordance with the laws of the Province of Saskatchewan, having its head office at Regina, Saskatchewan, (hereinafter referred to as the "Corporation")

PARTY OF THE SECOND PART

WHEREAS

RESERVE

A. The _____ Indian Reserve No. _____ (hereinafter referred to as the "Reserve") is a Reserve within the meaning of the ***Indian Act***, R.S.C. 1985 c.I-5, as amended (hereinafter referred to as the "Act").

BAND

B. The _____ Band of Indians (hereinafter referred to as the "Band"), is a band as defined pursuant to Section 2(a) of the Act.

DISTRIBUTION PIPELINE

C. For the purpose of this Permit, Distribution Pipeline means a pipeline through which gas is conveyed from transmission pipelines or from local sources of supply to individual service pipelines or other distribution pipelines to a customer meter.

PRIOR INTEREST

D. And whereas the Corporation had, immediately prior to the creation of the Reserve, the right, license and easement on, over, under and through the land for the laying down, construction, operation, maintenance, inspection, patrolling (including aerial patrol), alteration, replacement, removal, repair and reconstruction of one or more distribution pipelines, together with all the Works, apparatus and equipment of the Corporation useful in connection with or incidental to its undertaking (hereinafter referred to as the "Prior Interest").

REPLACEMENT INTEREST

E. And whereas the Corporation agreed to discharge the Prior Interest in consideration of the agreement by Her Majesty, by and with the

consent of the Band, to grant a replacement interest in land in the form and content of this Permit.

BCR F. The Council of the _____ Band of Indians, by Band Council Resolution No. _____ dated the _____ day of _____, A.D. _____, duly passed, has approved and consented to the Minister of Indian Affairs and Northern Development, granting this Permit in favour of the Corporation on the terms and conditions therein stipulated.

MINISTER G. The "Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.

MINISTER'S REPRESENTATIVE H. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the Director, Lands and Trust Services, Saskatchewan Region, Department of Indian Affairs and Northern Development.

NOW THEREFORE, THIS PERMIT WITNESSETH that the Minister, on behalf of Her Majesty under the authority vested in him pursuant to Section 28(2) of the Act and in consideration of the mutual covenants and agreements hereinafter contained to be observed and performed by the Corporation, does hereby grant unto the Corporation, its servants, employees and agents, the right and license on, over, under and through a portion of the Reserve more particularly described as:

LAND DESCRIPTION

consisting of a strip of land Ten (10) metres in perpendicular width throughout, the centre line of which will be the location of the pipeline as installed and the approximate location is more particularly shown cross hatched on the attached sketch marked Schedule "A".

Note:

All dimensions indicated on attached Schedule "A" are approximate and not drawn to scale.

PURPOSE (hereinafter referred to as the "Permit Area") for the purpose of: laying down, construction, operation, maintenance, inspection, patrolling (including aerial patrol), alteration, removal, replacement, reconstruction and repair of one or more distribution pipelines, together with all work, apparatus and equipment of the Corporation in useful connection with or incidental to its undertaking including, without limiting the generality of the foregoing, all such pumping stations, structures, valves, fittings, communication systems, meters, structures

**THE WORKS
INGRESS/EGRESS**

and other equipment, apparatus and appurtenances as may be necessary or convenient for the carriage, conveyance, transportation, storage and handling of natural, artificial or manufactured gas and oil and other gaseous or liquid hydrocarbons and any product or by-product thereof (all which shall hereinafter collectively be referred to as the "Works"), together with the right of ingress to and egress from and through the Permit Area for the Corporation, its servants, agents and its and their vehicles, supplies and equipment for all purposes useful or convenient or incidental to the exercise of the enjoyment of the right, license and easement herein granted; **PROVIDED HOWEVER**, for further clarification, the Corporation shall have the right to pass and repass over existing Reserve roads and trails as may reasonably be required by the Corporation for access to and from the Permit Area; **PROVIDED THAT** if no road and trail access to the Permit Area is available, access may be obtained on the Reserve otherwise, subject to the prior written approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such access to the Permit Area; **PROVIDED FURTHER THAT** such access as may be necessary in emergency situations shall be available to the Corporation without the prior approval of the route by the Council of the Band or any Indian in possession of the land to which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or repass for access to the Permit Area. **PROVIDED FURTHER THAT** the Corporation shall compensate the band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Permit Area (all of which said right, license, liberty and privilege shall hereinafter collectively be referred to as the "Permit Rights"). **PROVIDED THAT**, shall any new Works be constructed, placed, affixed or installed upon the Permit Area, for purposes other than providing distribution services to residents of the Reserve, the location of such new Works shall be determined by mutual agreement between the Corporation and the Band Council.

IT IS MUTUALLY COVENANTED AND AGREED by and between the parties hereto as follows:

PERIOD

1. This Permit shall be for a period commencing on the date of execution of this Permit and shall continue for as long as the Permit Area is required by the Corporation for natural gas distribution pipelines, and upon termination, if the Permit has been recorded in any provincial registry the Corporation shall effect a discharge of the Permit from such record.

CONSIDERATION

2. (a) The Corporation shall pay, on or before the execution of this agreement, the sum of One (\$1.00) Dollar to the Receiver General for Canada (the receipt and sufficiency of which payment is hereby acknowledged) for the use and benefit of the Band and as further consideration for the issuance of this Permit the Corporation shall make natural gas service available to

residents of the Reserve upon payment by the applicant of the applicable service installation charges.

- (b) Notwithstanding the foregoing, the Corporation shall be liable for any continuing obligation it may have to make payments which were payable pursuant to the Prior Interest, which required payments, if any, are as follows:

Nil

Such payments, if any, shall be made in legal tender of Canada without any deduction, deflation or abatement and shall be forwarded to Her Majesty for use and benefit of the Band, at the address for service of notice hereinafter set forth.

**RESTRICTION
OF RIGHTS**

3. This Permit is given pursuant to subsection 28(2) of the *Indian Act*, R.S.C 1985, Chapter I-5, as amended, and the right and privilege given hereby shall be construed as a licence only and shall not be deemed to grant, convey or confer on the Corporation any right in rem nor create any estate or interest in the title to the Permit Area.

RIGHTS AUTHORIZED

4. Notwithstanding anything contained in this Permit, the Corporation on behalf of itself, its officers, agents, tenants, licensees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right upon the Corporation, its officers, servants, agents, tenants, licensees and invitees than the Minister is authorized to confer by subsection 28(2) of the Act.

ADDITIONAL COSTS

5. Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve Lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of SaskEnergy Easement in favour of the Corporation.

BURIED PIPELINE

6. The Corporation covenants and agrees that it has buried the pipelines in the manner required to meet engineering standards in the Province of Saskatchewan at the time of their burial.

PIPELINE LOCATION

7. The Corporation agrees that, if it is requested by Her Majesty, the Band or any person acting under their instructions, to provide a line locate on the Reserve, it shall provide the same in a timely manner at its own expense. In the event of any repair or replacement, the Corporation shall as soon as is reasonably practicable, restore the surface of the Permit Area to the reasonable satisfaction of Her Majesty. Until termination of this Permit, the Corporation shall make good any defect in the surface of the Permit Area which in the reasonable opinion of Her

Majesty may be attributed to or consequent upon any such use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works.

INDEMNIFICATION

8. (1) The Corporation shall at all times hereafter save harmless and indemnify and keep Her Majesty indemnified against and shall be responsible for any loss or damages suffered by Her Majesty and all claims, demands, actions, suits or other legal proceedings by whomsoever made, brought or prosecuted against Her Majesty by reason or arising out of:

(a) the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the pipelines or Works within, upon, under or across the Permit Area;

(b) the escape, ignition or explosion from whatever cause whatsoever of natural or manufactured gas or related hydrocarbons from or in the Works within, upon, under or across the Permit Area;

(c) any act or omission on the part of the Corporation, its officers, servants, agents or employees in respect of or in relation to the Works within, upon, under or across the Permit Area, including the construction, maintenance and operation of the Works;

except for any loss or damages suffered by Her Majesty and any claims, demands, actions, suits or other legal proceedings made, brought or prosecuted against Her Majesty to the extent the same arose by reason of the negligence of, or breach of this Permit by Her Majesty, the Band or any of its members, agents or contractors.

(2) The Corporation will at all times hereafter pay to Her Majesty the amount of any loss or damages which may be suffered or sustained by Her Majesty, and for which the Corporation is liable, by reason or arising out of the matters set forth in subparagraph 8(1) above.

**STATUTES REGULATIONS
AND STANDARDS**

9. The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works within, upon, under or across the Permit Area including without limiting the generality of the foregoing, the **Canadian Environmental Protection Act** and all other laws related to environmental protection as amended or replaced.

**ENVIRONMENT
REMEDIAL ACTION**

10. Should the Works and the operations of the Corporation on the Permit Area contribute to any detrimental environmental change for which the Minister, acting reasonably, considers remedial action is necessary in

accordance with regulations and standards established by applicable federal and provincial legislation, the Corporation shall immediately undertake the required remedial action and pay the costs of such remedial action.

**ADDITIONAL
STRUCTURES**

11. Her Majesty shall not, without the written consent of the Corporation, which consent shall not be unreasonably withheld, construct, excavate, drill, install, erect or permit to be excavated drilled, installed or erected within, upon, under or across the Permit Area, any pit, well, foundation, pavement or other structure or installation. In addition to the foregoing and for further clarification, if the Corporation grants Her Majesty the foregoing consent, Her Majesty, the Band or any person acting pursuant to their instructions, shall obtain line locate from the Corporation, at the Corporation's expense, before constructing, excavating, drilling, installing, erecting or permitting the same within, upon, under or across the Permit Area any pit, well, foundation, pavement or other structure or installation.

**NOTIFICATION OF
ARTIFACTS**

12. The Corporation shall immediately notify Her Majesty of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the pipelines or Works on the Permit Area and to continue its operations in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of same. At Her Majesty's request, the Corporation shall, at Her Majesty's expense, deliver any such item, matter or thing to Her Majesty's representative. The Corporation shall have no right, title or interest in any such artefact unearthed or discovered.

THE WORKS LOCATION

13. Her Majesty agrees to use Her best efforts to give Her officers, servants, agents and employees notice of the Corporation's Works and Her Majesty's obligations hereunder and to prevent or avoid the occurrence of any act or omission on the Permit Area which may cause damage to the Works.

ASSIGNMENT

14. The Corporation shall not assign this Permit without the written consent of Her Majesty, which consent shall not be unreasonably withheld.

TAXES AND LEVIES

15. The Corporation shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Right-Of-Way or Works pursuant to this Permit save and except:

- (i) such existing taxes, duties, tolls, imposts or levies, of any, including any future increases related thereto, which are at the date of an agreement dated the 22nd day of September, 1992 among Her Majesty, the Government of Saskatchewan and

certain Indian bands including, without limitation, the Band, charged, imposed or assessed by Her Majesty or any federal authority; and

- (ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve lands, and which the Corporation would otherwise be required to pay.

WAIVER

- 16. Unless by waiver given in writing by Her Majesty or the Corporation, neither Her Majesty nor the Corporation shall be deemed to have waived any breach by the other party of any of the terms or conditions of this Permit and a waiver relates only to the specific breach to which it refers and in no way affects or limits the right of Her Majesty or the Corporation with respect to any breach to which the waiver does not refer.

REMOVAL OF THE WORKS

- 17. Upon the termination of this Permit, the Corporation shall have the right to elect to remove the Works from the Right-Of-Way or to abandon the Works. The Corporation shall notify Her Majesty in writing within sixty (60) days of the date of termination of this Permit as to its election. If the Corporation elects to abandon the Works, the Corporation agrees to forfeit to Her Majesty the Works and thereupon the Corporation shall, within one (1) year of the date of termination of the Permit, and at its own expense, ensure that the Works have been flushed out, purged and capped in accordance with good engineering practices and shall notify Her Majesty in writing within the said one (1) year period that the Works have been so flushed out, purged and capped. In the event the Corporation fails to notify Her Majesty of its election, fails to notify Her Majesty that the Works have been flushed out, purged and capped or fails to flush out, purge and cap the Works, Her Majesty shall have the right to cause the Works to be flushed out, purged and capped at the expense of the Corporation, and such expense shall become a debt due to Her Majesty by the Corporation and recoverable as such.

SURVEY MONUMENTS

- 18. The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed by the Corporation during any use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the pipelines or Works which may take place on the Permit Area. Should any monuments be disturbed, damaged or destroyed by the Corporation, the Corporation shall at its own expense replace such monuments by a duly qualified Land Surveyor.

RESTORATION

- 19. When this Permit is no longer required and upon the provisions of paragraph 19 having been complied with, the Corporation shall restore

the Permit Area as near as possible to its original condition prior to the installation of the Works. Upon the Corporation failing to so restore the Permit Area, Her Majesty may restore the Permit Area or cause the Permit Area to be restored to Her reasonable satisfaction and all reasonable costs, expenses and damages incurred by Her Majesty with respect to such restoration, shall be paid by the Corporation to Her Majesty.

REMOVAL OF TREES 20. The Corporation shall not fell, cut, trim, log, damage, destroy or remove any trees or parts thereof on or from the Permit Area without the prior written consent of Her Majesty, except those that are reasonably necessary for purpose of the Works.

ROAD OBSTRUCTION 21. The Corporation shall take all reasonable steps to ensure that any existing or future road, pathway or parkway on the Permit Area shall remain open and shall not unreasonably obstruct the Right-Of-Way.

RIGHT OF ENTRY 22. Subject to the provisions of paragraph 11, Her Majesty retains the right to enter, use or cross the Permit Area with or without vehicles to construct a road, pathway, parkway or to permit the public to use any such facilities and to landscape the Permit Area.

COMPENSATION FOR DAMAGES 23. The Corporation shall pay to Her Majesty, or other person entitled thereto, reasonable compensation for damages to fixtures, improvements, buildings, chattels, animals, crops, emblems or timbers by reason of the exercise of the Permit Rights.

SERVICE OF NOTICE 24. Any notice given or requested to be given by Her Majesty under this Permit shall be sufficiently given:

(a) if personally served on the Manager, Land Services of the Corporation; or

(b) if forwarded by mail addressed to:

SaskEnergy Incorporated
1945 Hamilton Street
Regina, Saskatchewan S4P 2C7
Attention: Manager, Land Services

or to such other address as the Corporation may from time to time advise by notice in writing.

25. Any notice given or required to be given by the Corporation under this Permit including any notice of change of address shall be sufficiently given:

(a) if personally served on;

Department of Indian Affairs & Northern Development
Director
Lands and Trusts Services
2221 Cornwall Street,
Regina, Saskatchewan S4P 4M2

(b) if forwarded by registered mail addressed to:

Department of Indian Affairs and
Northern Development
Executive Terrace
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

or to such other address as Her Majesty may from time to time advise by notice in writing.

NOTICE

DEEMED SERVED

26. Any and every notice mentioned in paragraphs 24 and 25 if forwarded by mail, shall whenever mailed, be deemed to be served on the fifth business day next following the date it is so mailed. In the event of postal disruption or an anticipated postal disruption, notices shall not be served by mail.

QUIET POSSESSION

27. The Corporation, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the Permit hereby authorized without hindrance, molestation or interruption on the part of Her Majesty or of any person, firm or corporation claiming by, through under or in trust for, Her Majesty.

MINERALS

28. Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Permit Area except only the parts thereof that are necessary to be dug, carried away or used in the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works. **PROVIDED THAT**, in the digging to establish the Works, should any valuable minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by the Corporation, or any of its servants, employees, agents contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in the Corporation and minerals so discovered or found shall not be carried away but shall be handed over to Her Majesty's Representative at Her Majesty's expense.

DISPUTE RESOLUTION

29. Any dispute or disagreement as to the terms and conditions or the interpretation of this Permit shall be referred to a Court of competent jurisdiction.

30. No member of the House of Commons will be admitted to any share or part of the within Permit or to any benefit to arise therefrom.
- PREAMBLE** 31. The preamble and the schedules to this agreement form part of and are to be read with this Permit.
- SINGULAR/PLURAL REFERENCE** 32. In this Permit any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.
- MARGINAL NOTES** 33. The parties hereto covenant and agree that the headings and marginal notes are included in this Permit only for convenience and do not form part of the covenants, provisos and agreements herein contained.
- TIME OF ESSENCE** 34. Time shall be of the essence.

AND IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Act and Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council, including all prior grants made thereunder and which are expressed to be retroactive.

IN WITNESS WHEREOF Her Majesty, through Her representative authorized in that behalf has executed this Permit this _____ day of _____, A.D. 20____; and the Corporation has caused its corporate seal to be affixed hereto, attested by the hands of its duly authorized officers in that behalf this _____ day of _____, A.D. 20____.

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA AS REPRESENTED BY THE
MINISTER OF THE DEPARTMENT OF
INDIAN AFFAIRS AND NORTHERN
DEVELOPMENT**

Witness

Per: _____
For and on behalf of the Minister
Director, Lands and Trust Services

SASKENERGY INCORPORATED

Per: _____
General Counsel and Corporate Secretary

(Corporate Seal)
(Signing officers must designate their official capacity)

APPENDIX I

SPECIFIC CLAIMS REPLACEMENT EASEMENT FOR NATURAL GAS TRANSMISSION PIPELINE

THIS EASEMENT made in quadruplicate this _____ day of _____, A.D. 20____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Her Majesty")

PARTY OF THE FIRST PART

AND

TRANSGAS LIMITED, a body corporate organized and existing pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan (hereinafter referred to as the "Corporation")

PARTY OF THE SECOND PART

WHEREAS:

RESERVE A. The _____ Indian Reserve No. _____ (hereinafter referred to as the "Reserve") is a Reserve within the meaning of the *Indian Act*, Revised Statutes of Canada, 1985, c.I-5 (hereinafter referred to as the "Act"), as amended;

BAND B. The _____ Band of Indians (hereinafter referred to as the "Band"), is a Band as defined pursuant to Section 2(a) of the Act.

TRANSMISSION PIPELINE C. For the purpose of this Easement, "transmission pipeline" means a pipeline that conveys gas from a gathering line, treatment plant, storage facility, another transmission pipeline or field collection point in a gas field to a distribution pipeline, service line, storage facility or another transmission pipeline.

PRIOR INTEREST D. And whereas the Corporation had, immediately prior to the creation of the Reserve, the right, license and easement on, over, under and through the land for the laying down, construction, operation, maintenance, inspection, patrolling (including aerial patrol), alteration, replacement, removal,

repair and reconstruction of one or more pipelines, together with all the works, apparatus and equipment of the Corporation useful in connection with or incidental to its undertaking (hereinafter referred to as the "Prior Interest").

**REPLACEMENT
INTEREST**

E. And whereas the Corporation agreed to discharge the Prior Easement in consideration of the agreement by Her Majesty, by and with the consent of the Band, to grant a replacement easement and right of way in the form and content of this Easement.

**SECTION 35
AUTHORITY**

F. The Corporation acknowledges that Governor in Council authority pursuant to Section 35 of the Act is required to convey the right in the Reserve for which the Corporation has made application.

BCR

G. The Council of the _____ Band of Indians by Band Council Resolution No. _____ dated the _____ day of _____, A.D. _____, duly passed has approved and consented to the Minister of Indian Affairs and Northern Development granting in favour of the Corporation the right applied for on the terms and conditions therein stipulated.

ORDER IN COUNCIL

H. Order in Council P.C. _____ dated _____, _____ has authorized the Minister of Indian Affairs and Northern Development to execute this Easement and has authorized the issue of Letters Patent or such other instrument having similar effect for the grant of a right-of-way easement in favour of the Corporation.

MINISTER

I. The "Minister" as used herein means Her Majesty's Minister of the Department of Indian Affairs and Northern Development or his authorized representative.

**MINISTER'S
REPRESENTATIVE**

J. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the Director, Lands and Trust Services, Saskatchewan Region, Department of Indian Affairs and Northern Development.

CONSIDERATION

NOW THEREFORE, THIS EASEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Her Majesty, and in further consideration of the mutual covenants and agreements hereinafter contained to be observed and performed by the Corporation, Her Majesty shall issue Letters Patent, or such other

instrument having similar effect, granting, transferring and conveying to the Corporation a right-of-way easement in accordance with the terms and conditions of this Easement within, upon, through and under a portion of the Reserve, more particularly described as:

LAND DESCRIPTION **All that portion of the above parcel of land is more particularly shown cross hatched on the attached sketch marked Schedule "B".**

(hereinafter referred to as "the Right-Of-Way").

PURPOSE **HER MAJESTY DOES HEREBY GRANT, TRANSFER AND CONVEY** to the Corporation, for itself, its servants, agents and contractors the right, license and easement on, over, under and through the Right-Of-Way for the laying down, construction, operation, maintenance, inspection, patrolling (including aerial patrol), alteration, removal, replacement, reconstruction and repair of one or more pipelines (including, without limitation, any further or additional pipeline the Corporation determines, in its sole discretion, to place within the easement described herein for the purposes of looping the pipeline or pipelines or otherwise,) together with all work, apparatus and equipment of the Corporation in useful connection with or incidental to its undertaking, including without limiting the generality of the foregoing, all such pumping stations, structures, valves, fittings, communication systems, meters, structures and other equipment, apparatus and appurtenances as may be necessary or convenient for the carriage, conveyance, transportation, storage and handling of natural, artificial or manufactured gas and oil and other gaseous or liquid hydrocarbons and any product or by-product thereof, as well as other gaseous, liquid or solid substances which the Corporation or anyone claiming hereunder through the Corporation now or hereafter may be authorized to carry, convey, transport and handle through its pipelines all of which shall

(hereinafter collectively be referred to as "the Works"),

THE WORKS
INGRESS OR EGRESS together with the right of ingress to and egress from, over, across and through the Right-Of-Way for the Corporation, its servants, agents and its and their vehicles, supplies and equipment for all purposes useful or convenient or incidental to the exercise of the enjoyment of the right, license and easement herein granted; **PROVIDED HOWEVER**, for further clarification, the Corporation shall have the right to pass and re-pass over existing Reserve roads and trails as may reasonably be required by the Corporation for access to and from the Right-Of-Way; **PROVIDED THAT** if no road and trail access to the Right-Of-Way is available, access may be obtained on the Reserve otherwise, subject to the prior written approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such access to the Right-Of-Way; **PROVIDED FURTHER THAT** such access as may be necessary in

emergency situations shall be available to the Corporation without the prior approval of the route by the Council of the Band or any Indian in possession of the land to which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or s for access to the Right-Of-Way. **PROVIDED FURTHER THAT** the Corporation shall compensate the band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Right-Of-Way (all of which said right, license, liberty, privilege and easement shall hereinafter collectively be referred to as the "Easement Rights").

TERM

The Easement shall commence as of the date of issue of Letters Patent or such other instrument having similar effect as aforesaid and continue for so long thereafter as the Corporation requires the Easement Rights for the use, conduct or operation of the Works. In the event the Corporation surrenders the Easement, the term of this Easement shall be at an end and the Right-Of-Way shall thereupon revert to its former status as lands set apart by Her Majesty for the use and benefit of the Band, and upon surrender, if the Easement has been recorded on any provincial registry, the Corporation shall effect a discharge of the Easement from such record.

IT IS MUTUALLY COVENANTED AND AGREED by and between the parties hereto as follows:

BURIED PIPELINE

1. The Corporation covenants and agrees that it has buried the pipeline in the manner required to meet engineering standards in the Province of Saskatchewan at the time of its burial.

PIPELINE LOCATION

2. (a) The Corporation shall, upon request, provide Her Majesty with any existing plan of survey disclosing the whereabouts of the Right-Of-Way.

(b) If no such plan of survey exists, the Corporation shall, upon request, provide Her Majesty with any existing sketch plan, as built engineering report or similar document disclosing the whereabouts of the Right-Of-Way.

(c) The Corporation shall, at its own expense and in a timely manner, provide line locate upon the request of Her Majesty, any Band member or any person acting pursuant to their instructions.

SURFACE DEFECT

3. In the event of any repair or replacement, the Corporation shall, as soon as reasonably practicable, restore the surface of the Right-Of-Way to the reasonable satisfaction of Her Majesty. Until termination of this Easement by the Corporation, the

Corporation shall make good any defect in the surface of the Right-Of-Way which in the reasonable opinion of Her Majesty may be attributed to or consequent upon any use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works.

INDEMNIFICATION

3.(1) The Corporation shall at all times hereafter save harmless and indemnify and keep Her Majesty indemnified against and shall be responsible for any loss or damage suffered by Her Majesty and all claims, demands, actions, suits or other legal proceedings by whomever made, brought or prosecuted against Her Majesty by reason or arising out of:

- (a) the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works of the Corporation within, upon or under the Right-Of-Way;
- (b) the escape, ignition or explosion from whatever cause whatsoever of natural or manufactured gas or related hydrocarbons from or in the Works within, upon or under the Right-Of-Way; or
- (c) any act or omission on the part of the Corporation, its officers, servants, agents or employees in respect of or in relation to the Works within, upon or under the Right-Of-Way, including the construction, maintenance and operation of the Works;

except for any loss or damages suffered by Her Majesty and any claims, demands, actions, suits or other legal proceedings made, brought or prosecuted against Her Majesty to the extent the same arose by reason of the negligence of or breach of this Easement by Her Majesty or the Band or any of its members, agents, or contractors.

3.(2) The Corporation shall at all times hereafter pay to Her Majesty the amount of any loss or damages which may be suffered or sustained by Her Majesty for which the Corporation is liable, by reason or arising out of the matters set forth in subparagraph 3(1).

**STATUTES,
REGULATIONS
AND STANDARDS**

4. The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works within, upon or under the Right-Of-Way; including without limiting the generality of the foregoing, the Canadian Environmental Protection Act and all other laws related to environmental protection as amended or replaced.

**ENVIRONMENT
REMEDIAL ACTION**

5. Should the Works and the operations of the Corporation on the Right-Of-Way contribute to any detrimental environmental changes for which the Minister, acting reasonably, considers remedial action necessary in accordance with regulations and standards established by applicable Federal and Provincial legislation, the Corporation shall immediately undertake the required remedial action and pay the costs of such remedial action.

**NOTIFICATION
OF ARTIFACTS**

6. The Corporation shall immediately notify Her Majesty of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Right-Of-Way and to continue its operations within the Right-Of-Way in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of same. At Her Majesty's request, the Corporation shall at Her Majesty's expense, deliver any such item, matter or thing to Her Majesty's representative.

**ADDITIONAL
STRUCTURES**

7. Her Majesty shall not, without the written consent of the Corporation which shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected within, upon or under the Right-Of-Way, any pit, well, foundation, pavement or other structure or installation. In addition to the foregoing and for further clarification, if the Corporation grants Her Majesty the foregoing consent, Her Majesty, the Band or any person acting pursuant to their instructions shall obtain a line locate from the Corporation, at the Corporation's expense, before constructing, excavating, drilling, installing, erecting or permitting the same within, upon, under or across the Right-Of-Way any pit, well, foundation, parameters or other structures of installation.

WORKS LOCATION

8. Her Majesty agrees to use her best efforts to give Her officers, servants, agents and employees notice of the Corporation's Works and Her Majesty's obligations hereunder and to prevent

or avoid the occurrence of any act or omission on the Right-Of-Way which may cause damage to the Works.

ASSIGNMENT

9. The Corporation shall not assign this Easement without the written consent of Her Majesty which consent shall not be unreasonably withheld.

TAXES & LEVIES

10. The Corporation shall not be required to pay any taxes, duties, tolls, imposts or levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Right-of-Way or Works pursuant to this Easement save and except:

(i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases relating thereto, which are at the date of an agreement dated the 22nd day of September, 1992 among Her Majesty, the Government of Saskatchewan and certain Indian bands including, without limitation, the Band, charged, imposed or assessed by Her Majesty or any federal authority; and

(ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve land and which the Corporation would otherwise be required to pay.

WAIVER

11. No waiver on behalf of Her Majesty or the Corporation of any breach shall take place or be binding unless the same be expressed in writing and any waiver shall not be deemed to be a general waiver, or to limit or affect the right of Her Majesty or the Corporation with respect to any or other future breach.

REMOVAL OF WORKS

12. Upon the termination of this Easement, the Corporation shall have the right to elect to remove the Works from the Right-Of-Way or to abandon the Works. The Corporation shall notify Her Majesty in writing within sixty (60) days of the date of termination of the Easement as to its election. If the Corporation elects to abandon the Works, the Corporation agrees to forfeit to Her Majesty the Works and thereupon the Corporation shall, within one (1) year of the date of termination of the Easement, and at its own expense, ensure that the Works have been flushed out, purged and capped in accordance with good engineering practices and shall notify Her Majesty in writing within the said one (1) year period that the Works have been so flushed out, purged and capped. In the event the Corporation fails to notify Her Majesty of its election, fails to

notify Her Majesty that the Works have been flushed out, purged and capped or fails to flush out, purge and cap the Works, Her Majesty shall have the right to cause the Works to be flushed out, purged and capped at the expense of the Corporation, and such expense shall become a debt due to Her Majesty by the Corporation and recoverable as such.

- SURVEY MONUMENTS** 13. The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed by the Corporation during any use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Right-Of-Way. Should any monuments be disturbed, damaged or destroyed by the Corporation, the Corporation shall, at its own expense, replace such monuments by a duly qualified Land Surveyor.
- RESTORATION** 14. When the Right-Of-Way is no longer required or this Easement has been terminated by the Corporation and upon the provision of paragraph 12 having been complied with, the Corporation shall restore the Right-Of-Way as near as possible to its original condition prior to the installation of the Works. Upon the Corporation failing to restore the Right-Of-Way, Her Majesty may restore or cause to be restored the Right-Of-Way to Her reasonable satisfaction and all reasonable costs, expenses and damages incurred by Her Majesty with respect to such restoration shall be paid by the Corporation to Her Majesty.
- REMOVAL OF TREES** 15. The Corporation shall not fell, cut, trim, log, damage, destroy or remove any trees or parts thereof on or from the Right-Of-Way without the prior written consent of Her Majesty, except those that are reasonably necessary for purpose of the Works.
- ROAD OBSTRUCTION** 16. The Corporation shall take all reasonable steps to ensure that any existing road, pathway or parkway on the Right-Of-Way shall remain open and shall not unreasonably obstruct the Right-Of-Way.
- RIGHT OF ENTRY** 17. Subject to paragraph 7, Her Majesty retains the right to use and cross the Right-Of-Way with or without vehicles to construct a road, pathway, parkway or to permit the public to use any such facilities and to landscape the Right-Of-Way.
- COMPENSATION FOR DAMAGE** 18. The Corporation shall pay to Her Majesty, or other person entitled thereto, reasonable compensation for damage to fixtures, improvements, buildings, chattels, animals, crops, emblems or timbers by reason of the exercise of the Easement Rights.

SERVICE OF NOTICE

19. Any notice given or requested to be given by Her Majesty under this Easement shall be sufficiently given:

(a) if personally served on the Manager, Land Services of the Corporation; or

(b) if forwarded by mail addressed to:

TransGas Limited
1945 Hamilton Street
Regina, Saskatchewan S4P 2C7
Attention: Manager, Land Services

or such other address as the Corporation may from time to time advise by notice in writing.

20. Any notice given or required to be given by the Corporation under this Easement including any notice of change of address shall be sufficiently given:

(a) if personally served on:

Department of Indian Affairs and Northern Development
Director
Lands and Trust Services
Executive Terrace
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

or

(b) if forwarded by registered mail addressed to:

Director
Department of Indian Affairs and Northern Development
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

or to such other address as Her Majesty may from time to time advise by notice in writing.

21. Any and every notice mentioned in paragraph 19 and 20 if forwarded by mail, shall whenever mailed, be deemed to be served on the fifth business day next following the date it is so mailed. in the event postal service is disrupted or there is an anticipated disruption of postal service, notices shall not be served by mail.

QUIET POSSESSION 22. The Corporation, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the Easement hereby granted without hindrance, molestation or interruption on the part of Her Majesty or of any person, firm or corporation claiming by, through under or in trust for, Her Majesty.

MINERALS 23. Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Right-Of-Way except only the parts thereof that are necessary to be dug, carried away or used in the ordinary use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works. **PROVIDED THAT**, in the digging to establish the Works, should any valuable minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by the Corporation, or any of its servants, employees, agents, contractors or licensees and title to any such discovery or findings shall not vest nor be deemed to vest in the Corporation, and any minerals discovered or found shall not be carried away and shall be forthwith handed over to Her Majesty's Representative at Her Majesty's expense.

CONSIDERATION 24. It is acknowledged by Her Majesty that, pursuant to the terms of an agreement (the "Framework Agreement") dated the 22nd day of September, 1992 among Her Majesty, the Government of Saskatchewan and certain Indian bands including, without limitation, the Band, that Her Majesty and the Band agreed to the issuance of this replacement Easement without further consideration payable by the Corporation, save and except for any continuing obligation of the Corporation to make payments as may have been payable pursuant to the Prior Easement, which required payments, if any, are as follows:

Nil

Such payments, if any, shall be made in legal tender of Canada without any deduction, defalcation or abatement and shall be forwarded to Her Majesty for the use and benefit of the Band, at the address for service of notice hereinafter set.

DISPUTE RESOLUTION 25. Any dispute or disagreement as to the terms and conditions or the interpretation of this Easement, and without limiting the generality of the foregoing, as to compensation or environmental damage, shall be referred to a court of competent jurisdiction for disposition.

26. No member of the House of Commons will be admitted to any share or part of the within Easement or to any benefit to arise therefrom.

PREAMBLE

27. The preamble and the schedules to this agreement form part of and are to be read with this Easement.

SINGULAR/PLURAL REFERENCE

28. In this Easement any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.

MARGINAL NOTES

29. The parties hereto covenant and agree that the headings and marginal notes are included in this Easement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

TIME OF ESSENCE

30. Time shall be of the essence.

AND IT IS FURTHER AGREED that this Easement shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council, including all prior grants made thereunder and which are expressed to be retroactive.

IN WITNESS WHEREOF Her Majesty, through Her representative authorized in that behalf has executed this Easement this _____ day of _____, 20; and the Corporation has caused its corporate seal to be affixed hereto, attested by the hands of its duly authorized officers in that behalf this _____ day of, 20.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister, Department of Indian Affairs and Northern Development

Witness

Per: _____
For and on behalf of the Minister
Director, Lands and Trust Services

TRANSGAS LIMITED

Witness

Per: _____
General Counsel & Corporate
Secretary

APPENDIX J

PERMIT FOR NATURAL GAS LOW PRESSURE DISTRIBUTION PIPELINE

THIS PERMIT made in quadruplicate this ____ day of _____, A.D. 20 ____.

BETWEEN:

HER MAJESTY THE QUEEN, IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development, (hereinafter referred to as "**Her Majesty**")

PARTY OF THE FIRST PART

AND

SASKENERGY INCORPORATED, a body corporate organized and existing in accordance with the laws of the Province of Saskatchewan, having its head office at Regina, Saskatchewan, (hereinafter referred to as the "**Corporation**")

PARTY OF THE SECOND PART

WHEREAS

- RESERVE** A. The _____ Indian Reserve No. ____ (hereinafter referred to as the "Reserve") is a Reserve within the meaning of the Indian Act, R.S.C. 1985 c.I-5, as amended (hereinafter referred to as the "Act").
- BAND** B. The _____ Band of Indians (hereinafter referred to as the "Band"), is a band as defined pursuant to Section 2(a) of the Act.
- BCR** C. The Council of the _____ Band of Indians, by Band Council Resolution No. dated the ____ day of ___, A.D. ___, duly passed, has approved and consented to the Minister of Indian Affairs and Northern Development, granting this Permit in favour of the Corporation on the terms and conditions therein stipulated.
- MINISTER** D. The "Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.
- MINISTER'S REPRESENTATIVE** E. Unless provided herein to the contrary or notified otherwise by the, Minister the term "Minister's Representative" shall mean the Director, Department of Indian Affairs and Northern Development, Saskatchewan Region.
- DISTRIBUTION PIPELINE** F. For the purpose of this Permit, Distribution Pipeline means through _____ which gas is conveyed from transmission pipelines or from local sources of supply to individual service pipelines or other distribution pipelines to a customer meter.

NOW THEREFORE, THIS PERMIT WITNESSETH that the Minister, on behalf of Her Majesty under the authority vested in him pursuant to Section 28(2) of the Act and in consideration of the mutual covenants and agreements hereinafter contained to be observed and performed by the Corporation, does hereby grant unto the Corporation, its servants, employees and agents, the right and license on, over, under and through the Reserve (hereinafter referred to as the "Permit Area") for the purpose of:

- PURPOSE (a) Laying down, constructing, operating, maintaining, inspecting, patrolling (including aerial patrol), altering, removing, replacing, reconstructing and repair of one or more distribution pipelines, together with all work, apparatus and equipment of the Corporation in useful connection with or incidental to its undertaking including, without limiting the generality of the foregoing, all such pumping stations, valves, fittings, communication systems, meters, structures and other equipment, apparatus and appurtenances as may be necessary or convenient for the carriage, conveyance, transportation, storage and handling of natural, artificial or manufactured gas and oil and other gaseous or liquid hydrocarbons; and, any product or by-product thereof (all of which shall hereinafter be collectively referred to as the "Works"), and
- INGRESS/EGRESS (b) Together with the right of ingress to and egress from and through the Permit Area for the Corporation, its servants, agents and its and their vehicles, supplies and equipment for all purposes useful or convenient or incidental to the exercise of the enjoyment of the right, herein granted; **PROVIDED HOWEVER**, for further clarification, the Corporation shall have the right to pass and repass over existing Reserve roads and trails as may reasonably be required by the Corporation for access to and from the Permit Area; **PROVIDED THAT**, if no road and trail access to the Permit Area is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such access to the Permit Area; **PROVIDED FURTHER THAT** such access as may be necessary in emergency situations shall be available to the Corporation without the prior approval of the route by the Council of the Band or any Indian in possession of the land to which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or repass for access to the Permit Area; **PROVIDED FURTHER THAT** the Corporation shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Permit Area (all of which said right, license, liberty and privilege shall hereinafter collectively be referred to as the "Permit Rights").
- (c) Generally, doing all such acts or things on those portions of the Permit Area affected by the Works as may be reasonably necessary or incidental to the business of the Corporation in connection with all of the foregoing.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Permit is authorized on the following terms and conditions.

- PERIOD 1. (a) This Permit shall commence on the date of execution of this Permit and the period shall continue for as long as the Permit rights are required by the Corporation for the Works; and, upon termination, if

the Permit has been recorded in any provincial registry, the Corporation shall effect a discharge of the Permit from such record.

- (b) In the event that in a judgement of the Supreme Court of Canada or the final Appellate Court of any province of Canada from which no appeal has been taken, it is established that a Permit issued under the authority of subsection 28(2) of the Indian Act could not be granted by the Minister with the Bands consent for an indefinite period or in the event that the Parliament of Canada has not enacted legislation providing for the granting by the Minister of a Permit under subsection 28(2) of the Indian Act for an indefinite period, then the period of this Permit shall be deemed to be for a period commencing on the date of execution of this permit and terminating upon expiration of 49 years and notice in writing to that effect shall be given to the Corporation by Her Majesty. In such circumstances, this Permit may be renewed for an additional period of 49 years with the prior consent of the Council of the Band, such consent shall not be unreasonably withheld.

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|-----------------------|----|---|
| CONSIDERATION | 2. | The Corporation shall pay, on or before the execution of this agreement, the sum of One (\$1.00) Dollar to the Receiver General for Canada in lawful tender of Canada (the receipt and sufficiency of which payment is hereby acknowledged) for the use and benefit of the Band and as further consideration for the issuance of this Permit the Corporation shall make natural gas service available to residents of the Reserve upon payment by the applicant of the applicable service installation charges. |
| RESTRICTION OF RIGHTS | 3. | This Permit is given pursuant to subsection 28(2) of the <u>Indian Act</u> , R.S.C 1985, Chapter I-5, as amended, and the right and privilege given hereby shall be construed as a licence only and shall not be deemed to grant, convey or confer on the Corporation any right in rem nor create any estate or interest in the title to the Permit Area. |
| AUTHORIZED RIGHTS | 4. | Notwithstanding anything contained in this Permit, the Corporation on behalf of itself, its officers, agents, tenants, licensees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right upon the Corporation, its officers, servants, agents, tenants, licensees and invitees than the Minister is authorized to confer by subsection 28(2) of the Act. |
| BURIED PIPELINE | 5. | The Corporation covenants and agrees to bury the pipelines in the manner required to meet engineering standards in the Province of Saskatchewan at the time of their burial. |
| PIPELINE LOCATION | 6. | The Corporation agrees that, if it is requested by Her Majesty, the Band or any person acting under their instructions, to provide a line locate on the Reserve, it shall provide the same in a timely manner at its own expense. |
| SURFACE DEFECT | 7. | Where, pursuant to this Permit the pipelines are placed or laid below the surface of the Permit Area, or where the pipelines are repaired, the Corporation shall as soon as reasonably practicable restore the surface of the Permit Area to the reasonable satisfaction of Her Majesty. Until termination of this Permit, the Corporation shall make good any defect in the surface of the Permit Area which in the reasonable opinion of Her Majesty may be |

attributed to or consequent upon any such placing or laying of the Works below the surface, or as a result of any repairs having been done to the Works.

- SKETCH PLANS 8. The Corporation shall submit a sketch plan to the Minister covering that part of the Reserve to be occupied by the Works (prior to any work or extension of service being undertaken) to indicate the portion of Reserve the pipelines will occupy for service of Reserve needs, which sketch plan will have been agreed upon between the Corporation and the Band Council.
- INDEMNIFICATION 9. (a) The Corporation shall at all times hereafter save harmless and indemnify and keep Her Majesty indemnified against and shall be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made, brought or prosecuted against Her Majesty by reason or arising out of
- (i) the construction, maintenance or operation within, upon, under or across the Permit Area;
 - (ii) the escape, ignition or explosion from whatever cause whatsoever of natural or manufactured gas or related hydrocarbons from or in the Works within, upon, under or across the Permit Area;
 - (iii) any act or omission on the part of the Corporation, its officers, servants, agents or employees in respect of or in relation to the Works within, upon, under or across the Permit Area, including the construction, maintenance and operation of the Works; or
 - (iv) any act or omission on the part of any officer, servant, agent or employee of Her Majesty in respect of or in relation to the Works within, upon, under or across the Permit Area as would in law constitute negligence, but not including such act or omission that, pursuant to this agreement is deemed to be or as would in law constitute gross negligence or wilful misconduct. PROVIDED THAT, the failure on the part of any officer, servant, agent or employee of Her Majesty to obtain a line locate from the Corporation or, in the event a line locate is obtained, the failure of such person to observe the line locate markings, shall be deemed to be wilful misconduct and gross negligence.
- (b) The Corporation will at all times hereafter pay to Her Majesty the amount of any loss or damages which may be suffered or sustained by Her Majesty, and for which the Corporation is liable, by reason or arising out of the matters set forth in subparagraphs 9(a)(i) to 9(a)(iv).
- (c) Her Majesty will not be liable to the Corporation for any loss or damages which may be suffered or sustained by the Corporation by reason or arising out of the matters set forth in subparagraph 9(a)(iv) above, except where such act or omission pursuant to this agreement

is deemed to be or would in law constitute gross negligence or wilful misconduct.

- STATUTES, REGULATIONS AND STANDARDS 10. The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works within, upon, under or across the Permit Area including without limiting the generality of the foregoing, the Canadian Environmental Protection Act and all other laws related to environmental protection as amended or replaced.
- ENVIRONMENT REMEDIAL ACTION 11. Should the Works and the operations of the Corporation on the Permit Area contribute to any detrimental environmental change for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable federal and provincial legislation, the Corporation shall as soon as is reasonably practicable undertake the required remedial action and pay the costs of such remedial action.
- ADDITIONAL STRUCTURES 12. Her Majesty shall not, without the written consent of the Corporation, which consent shall not be unreasonably withheld, construct, excavate, drill, install, erect or permit to be excavated drilled, installed or erected within, upon, under or across the Permit Area, any pit, well, foundation, pavement or other structure or installation. In addition to the foregoing and for further clarification, if the Corporation grants Her Majesty the foregoing consent, Her Majesty, the Band or any person acting pursuant to their instructions, shall obtain a line locate from the Corporation, at the Corporation's expense, before constructing, excavating, drilling, installing, erecting or permitting the same within, upon, under or across the Permit Area any pit, well, foundation, pavement or other structure or installation.
- NOTIFICATION OF ARTIFACTS 13. The Corporation shall as soon as is reasonably practicable notify Her Majesty of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the pipelines or Works on the Permit Area and to continue its operations in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of same. At Her Majesty's request, the Corporation shall, at Her Majesty's expense, deliver any such item, matter or thing to Her Majesty's representative. The Corporation shall have no right, title or interest in any such artifact unearthed or discovered.
- THE WORKS LOCATION 14. Her Majesty agrees to use Her best efforts to give Her officers, servants, agents and employees notice of the Corporation's Works and Her Majesty's obligations hereunder and to prevent or avoid the occurrence of any act or omission on the Permit Area which may cause damage to the Works.
- ASSIGNMENT 15. The Corporation shall not assign this Permit without the written consent of Her Majesty, which consent shall not be unreasonably withheld.
- TAXES AND LEVIES 16. The Corporation shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by

Her Majesty, the Band or any other federal authority upon the Permit Area or Works pursuant to this Permit save and except for:

- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and
- (ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which the Corporation would otherwise be required to pay.

LAWS & REGULATIONS 17. The Corporation shall during the currency of this Permit at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances and regulations of every federal, Band, provincial or municipal authority or agency concerning this Permit or the Works constructed within the Permit Area.

WAIVER 18. No waiver on behalf of Her Majesty or the Corporation of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the rights of Her Majesty with respect to any other future breach.

REMOVAL OF THE WORKS 19. Upon termination of this Agreement,
(a) the Corporation shall have the right to elect to remove or abandon any surface improvements and/or the buried portion of the Works from the Permit Area. The Corporation shall notify Her Majesty in writing within sixty (60) days of the date of termination of this Agreement as to its election. If the Corporation elects to remove any surface improvements and/or the buried portion of the Works, the Corporation shall at its own expense, remove the said surface improvements and/or the buried portion of the Works and restore the Permit Area to a condition reasonably satisfactory to Her Majesty within Three Hundred Sixty-five (365) days of the date of termination this Agreement. If the Corporation elects to abandon any surface improvement and/or the buried portion of the Works, the Corporation agrees to forfeit to Her Majesty the surface improvement and/or the buried portion of the Works and thereupon the Corporation shall, within Three Hundred Sixty-five (365) days of the date of termination of this Agreement, and at its own expense, ensure that the buried portion of the Works have been flushed out, purged and capped in accordance with good engineering practices and shall notify Her Majesty in writing within the said Three Hundred Sixty-five (365) day period that the buried portion of the Works have been so flushed out, purged and capped. In the event the Corporation fails to notify Her Majesty of its election, fails to notify Her Majesty that the buried portion of the Works has been flushed out, purged and capped or fails to flush out, purge and cap the buried portion of the Works, Her Majesty shall have the right to cause the Works to be flushed out, purged and capped at the expense of the Corporation, and such

expense shall become a debt due to Her Majesty by the Corporation and recoverable as such.

- (b) Notwithstanding paragraph (a), upon the termination of this Agreement Her Majesty shall have the right to elect to have the Corporation remove any surface improvement of the Works from the Permit Area. Her Majesty shall notify the Corporation in writing within Sixty (60) days of the date of receipt of notice given under paragraph (a). In the event that Her Majesty elects to have the Corporation remove any surface improvement of the Works, the Corporation shall at its own expense remove the surface improvement and restore the Permit Area to a condition reasonably satisfactory to Her Majesty within Three Hundred Sixty-five (365) days of the date of termination of this Agreement. In the event the Corporation fails to restore the Permit Area to the reasonable satisfaction of Her Majesty within the Three Hundred Sixty-five (365) day period, Her Majesty may restore the Permit Area at the expense of the Corporation, and such expense shall become a debt due to Her Majesty by the Corporation and recoverable as such.

- SURVEY MONUMENTS 20. The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed by the Corporation during any use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the pipelines or Works which may take place on the Permit Area. Should any monuments be disturbed, damaged or destroyed by the Corporation, the Corporation shall at its own expense replace such monuments by a duly qualified Land Surveyor to the reasonable satisfaction of the Surveyor General of Canada Lands.
- RESTORATION 21. When this Permit is no longer required and upon the provisions of paragraph 19 having been complied with, the Corporation shall restore the Permit Area as near as possible to its original condition prior to the installation of the Works. Upon the Corporation failing to so restore the Permit Area, Her Majesty may restore the Permit Area or cause the Permit Area to be restored to Her reasonable satisfaction and all reasonable costs, expenses and damages incurred by Her Majesty with respect to such restoration, shall be paid by the Corporation to Her Majesty.
- REMOVAL OF TREES 22. The Corporation shall not fell, cut, trim, log, damage, destroy or remove any trees or parts thereof on or from the Permit Area without the prior written consent of Her Majesty, except those that are reasonably necessary for the Works.
- PERMIT AREA OBSTRUCTION 23. The Corporation shall ensure that all or any part of the Permit Area is kept clear of any trees, growth, buildings or obstruction now or hereafter which might in the reasonable opinion of the Corporation interfere with or endanger the Works or any part thereof, or cause a disruption of service to the Corporation's customers and the Corporation shall further ensure that any existing or future road, pathway or parkway constructed on or across the Permit Area by Her Majesty shall be kept clear at all times from any obstruction by vehicles, supplies, equipment and other materials, except as temporarily required for the purpose of this Permit.

- RIGHT OF ENTRY 24. Subject to the provisions of paragraph 12, Her Majesty retains the right to enter, use or cross the Permit Area with or without vehicles to construct a road, pathway, parkway or to permit the public to use any such facilities and to landscape the Permit Area.
- COMPENSATION FOR DAMAGES 25. The Corporation shall pay to Her Majesty, or other person entitled thereto, reasonable compensation for damages to fixtures, improvements, buildings, chattels, animals, crops, emblements or timbers by reason of the exercise of the Permit Rights.
- SERVICE OF NOTICE 26. Whenever in this Permit it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by registered mail to Her Majesty at the following address:
- Director, Lands and Trust Services
Department of Indian Affairs
and Northern Development
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2
- and to the Corporation at the following address:
- SaskEnergy Incorporated
1945 Hamilton Street
Regina, Saskatchewan S4P 2C7
Attention: Manager, Land Services
- and, if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is the earlier. In the event of postal disruption or an anticipated postal disruption, notices shall not be served by mail but shall be served by registered courier and deemed served on the day received.
- QUIET POSSESSION 27. The Corporation, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the Permit hereby authorized without hindrance, molestation or interruption on the part of Her Majesty or of any person, firm or corporation claiming by, through under or in trust for, Her Majesty.
- PRIOR RIGHTS 28. Subject to clause 27 this Permit is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario.
- MINERALS 29. Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Permit Area except only the parts thereof that are necessary to be dug, carried away or used in the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works. PROVIDED THAT, in the digging to establish the Works, should any

valuable minerals be discovered or found, notice of such discovery or finding shall as soon as is reasonably practicable be given to Her Majesty by the Corporation, or any of its servants, employees, agents contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in the Corporation and minerals so discovered or found shall not be carried away but shall be handed over to Her Majesty's Representative at Her Majesty's expense.

- DISPUTE
RESOLUTION
30. Any dispute or disagreement as to the terms and conditions or the interpretation of this Permit shall be referred to a court of competent jurisdiction.
- NON-ENTITLEMENT
31. No member of the House of Commons will be admitted to any share or part of the within Permit or to any benefit to arise therefrom.
- PREAMBLE
32. The preamble and the schedules to this agreement form part of and are to be read with this Permit.
- SINGULAR/PLURAL
REFERENCE
33. In this Permit any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.
- DISPOSITION
OF INTEREST
34. Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of Corporation Permit in favour of the Corporation.
- MARGINAL NOTES
35. The parties hereto covenant and agree that the headings and marginal notes are included in this Permit only for convenience and do not form part of the covenants, provisos and agreements herein contained.
- BREACH OF
OBLIGATION
36. If the Corporation fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give the Corporation notice of breach of covenant and if the Corporation fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice or, if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as the Corporation may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by the Corporation, it shall be lawful for Her Majesty, without further notice, to declare this Permit terminated and, subject to paragraph 19, thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Corporation any monies owing and moreover any right of action by Her Majesty against the Corporation in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.
- REGISTRATION
37. In accordance with Section 21 of the Act, an original of this Permit will be registered in the Indian Lands Registry at Ottawa, Ontario.

TIME OF ESSENCE 38. Time shall be of the essence.

IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Act and regulations established thereunder which may now be in force or which hereafter may be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed these presents this _____ day of _____, 20 ____, and the Corporation has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____ 20 ____.

SIGNED By: J. Lyall Sturgeon
Director
Lands and Trust Services

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

in the presence of

Witness

Per: _____
For and on behalf of the Minister

SASKENERGY INCORPORATED

Per: _____

Per: _____

(SIGNING OFFICERS MUST DESIGNATE THEIR OFFICIAL CAPACITY)

APPENDIX K

EASEMENT FOR A NATURAL GAS TRANSMISSION PIPELINE

THIS AGREEMENT made in quadruplicate this ____ day of _____, A.D. 20__.

BETWEEN:

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

(hereinafter referred to as "**Her Majesty**")

PARTY OF THE FIRST PART

AND

TRANSGAS LIMITED, a body corporate organized and existing in
accordance with the laws of the Province of Saskatchewan, having its head
office at Regina, Saskatchewan,

(hereinafter referred to as the "**Corporation**")

PARTY OF THE SECOND PART

WHEREAS

- RESERVE A. The _____ Indian Reserve No. __ (hereinafter referred to as the
"Reserve") is a Reserve within the meaning of the Indian Act, R.S.C. 1985
c.I-5, as amended (hereinafter referred to as the "Act").
- BAND B. The _____ Band of Indians (hereinafter referred to as the "Band"), is a
band as defined pursuant to Section 2(a) of the Act.
- AUTHORITY C. Her Majesty has agreed to recommend, pursuant to Section 35 of the Act,
the issuance of the Governor-in-Council's Order authorizing the grant of an
Easement to the Corporation for purposes hereinafter described.
- BCR D. The Council of the _____ Band of Indians, by Band Council Resolution
No. _____ dated the ____ day of _____, A.D. __, duly passed, has
approved and consented to the Minister of Indian Affairs and Northern
Development, granting this Easement in favour of the Corporation on the
terms and conditions therein stipulated.
- ORDER-IN-
COUNCIL E. Order-in-Council P.C.____ dated _____ has authorized the Minister of
Indian Affairs and Northern Development to execute this Agreement and
has authorized the grant of an easement in favour of the Corporation in
accordance with the terms and conditions hereinafter set forth.

- Minister F. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.
- MINISTER'S REPRESENTATIVE G. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, District Office, Saskatchewan Region.
- TRANSMISSION PIPELINE H. For the purpose of this Easement, "transmission pipeline" means a pipeline that conveys gas from a gathering line, treatment plant, storage facility, another transmission pipeline or field collection point in a gas field to a distribution pipeline, service line, storage facility or another transmission pipeline..

NOW THEREFORE, this Agreement witnesseth that in consideration of the payment, covenants, and agreements hereinafter contained to be observed and performed by the Corporation, Her Majesty shall grant and convey unto and to the Corporation this Easement Right-of-Way in accordance with the terms and conditions herein, within, upon, through and under a portion of the Reserve for the Corporation and its servants, officers, employees and agents to use and occupy as a right-of- way for a Natural Gas Transmission Pipeline, such portion being a strip of land as more particularly described in Schedule A attached hereto, (which portion shall hereinafter be referred to as the "Right-of-Way") for the purpose of:

- PURPOSE (a) Laying down, constructing, operating, maintaining, inspecting, patrolling (including aerial patrol), altering, removing, replacing, reconstructing and repairing of a natural gas transmission pipeline, together with all work, apparatus and equipment of the Corporation in useful connection with or incidental to its undertaking including, without limiting the generality of the foregoing, all such pumping stations, valves, fittings, communication systems, meters, structures and other equipment, apparatus and appurtenances as may be necessary or convenient for the carriage, conveyance, transportation, storage and handling of natural, artificial or manufactured gas and oil and other gaseous or liquid hydrocarbons; and, any product or by-product thereof as well as other gaseous, liquid or solid substances which the Corporation or anyone claiming hereunder through the Corporation now or hereafter may be authorized to carry, convey, transport and handle through its pipelines (all of which shall hereinafter be collectively referred to as the "Works"), and
- INGRESS/EGRESS (b) Together with the right of ingress to and egress from, over, across and through the Right-Of-Way for the Corporation, its servants, agents and its and their vehicles, supplies and equipment for all purposes useful or convenient or incidental to the exercise of the enjoyment of the right, license and easement herein granted; PROVIDED HOWEVER, for further clarification, the Corporation shall have the right to pass and repass over existing Reserve roads and trails as may reasonably be required by the Corporation for access to and from the Right-Of-Way; PROVIDED THAT if no road and trail access to the Right-of-Way is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the

route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such access to the Right-Of-Way;

PROVIDED FURTHER THAT such access as may be necessary in emergency situations shall be available to the Corporation without the prior approval of the route by Council of the Band or any Indian in possession of the land to which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or repass for access to the Right-Of-Way; PROVIDED FURTHER THAT the Corporation shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Right-Of-Way (all of which said right, license, liberty, privilege and easement shall hereinafter collectively be referred to as the "Easement Rights").

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Easement is authorized on the following terms and conditions:

- | | | |
|-------------------|----|--|
| TERM | 1. | (a) This Easement shall commence on the date the Instrument of Grant shall have issued in favour of the Corporation, and shall continue for as long as the Easement is required by the Corporation for the Works, and, upon termination, if this Easement has been recorded in a provincial registry, the Corporation shall effect a discharge of the Easement from such registry. |
| | | (b) On the termination of this Easement pursuant to this Agreement, the Right-of-Way shall thereupon revert to its former status as land set apart by Her Majesty for the use and benefit of the Band. |
| CONSIDERATION | 2. | As consideration for the granting of this Easement, the Corporation shall pay, on or before the execution hereof, the sum of _____ (\$___) payable to the Receiver General for Canada in lawful tender of Canada for the use and benefit of the Band (receipt and sufficiency of which payment is hereby acknowledged). |
| BURIED PIPELINE | 3. | The Corporation covenants and agrees to bury the pipelines in the manner required to meet engineering standards in the Province of Saskatchewan at the time of their burial. |
| PIPELINE LOCATION | 4. | The Corporation agrees that, if it is requested by her Majesty, the Band or any person acting under their instructions, to provide a line locate on the Reserve, it shall provide the same in a timely manner at its own expense. |

- SURFACE DEFECT 5. In the event of any installation, repair or replacement, the Corporation shall as soon as is reasonably practicable, restore the surface of the Right-of-Way to the reasonable satisfaction of Her Majesty. Until termination of this Easement, the Corporation shall make good any defect in the surface of the Right-of-Way which in the reasonable opinion of Her Majesty may be attributed to or consequent upon any such placing or laying of the Works below the surface, or as a result of any repairs having been done to the Works.
- INDEMNIFICATION 6. (a) The Corporation shall at all times hereafter save harmless and indemnify and keep Her Majesty indemnified against and shall be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made, brought or prosecuted against Her Majesty by reason or arising out of:
- (i) the construction, maintenance or operation within, upon, under or across the Right-of-Way;
 - (ii) the escape, ignition or explosion from whatever cause whatsoever of natural or manufactured gas or related hydrocarbons from or in the Works within, upon, under or across the Right-of-Way;
 - (iii) any act or omission on the part of the Corporation, its officers, servants, agents or employees in respect of or in relation to the Works within, upon, under or across the Right-of-Way, including the construction, maintenance and operation of the Works; and
 - (iv) any act or omission on the part of any officer, servant, agent or employee of Her Majesty in respect of or in relation to the Works within, upon, under or across the Right-of-Way as would in law constitute negligence, but not including such act or omission that, pursuant to this agreement is deemed to be or as would in law constitute gross negligence or wilful misconduct. PROVIDED THAT, the failure on the part of any officer, servant, agent or employee of Her Majesty to obtain a line locate from the Corporation or, in the event a line locate is obtained, the failure of such person to observe the line locate markings, shall be deemed to be wilful misconduct and gross negligence.
- (b) The Corporation will at all times hereafter pay to Her Majesty the amount of any loss or damages which may be suffered or sustained by Her Majesty and for which the Corporation is liable by reason or arising out of the matters set forth in subparagraphs 6(a)(i) to 6(a)(iv) including all administrative and legal costs.

- (c) Her Majesty will not be liable to the Corporation for any loss or damages which may be suffered or sustained by the Corporation by reason or arising out of the matters set forth in subparagraph 6(a)(iv) above, except where such act or omission pursuant to this agreement is deemed to be or would in law to constitute gross negligence or wilful misconduct.

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|---------------------------------|-----|---|
| TAXES AND LEVIES | 7. | The Corporation shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Right-of-Way or Works pursuant to this Easement save and except for: <ul style="list-style-type: none">(i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and(ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which the Corporation would otherwise be required to pay. |
| LAWS & REGULATIONS | 8. | The Corporation shall during the currency of this Easement at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances, and regulations of every federal, Band, provincial, municipal authority or agency concerning the Works constructed within the Right-of-Way. |
| COMPLIANCE TO FED/PROV STATUTES | 9. | The Corporation shall comply with all federal and provincial statutes, regulations and standards pertaining to the construction, operation and maintenance of the Works within, upon or under the Right-of-Way, including without limiting the generality of the foregoing, the <u>Canadian Environmental Protection Act</u> and all other laws related to environmental protection as amended or replaced. |
| ENVIRONMENT REMEDIAL ACTION | 10. | Should the Works and the operations of the Corporation on the Right-of-Way contribute to any detrimental environmental change for which the Minister, acting reasonably, considers remedial action is necessary in accordance with regulations and standards established by applicable federal and provincial legislation, the Corporation shall as soon as is reasonably practicable undertake the required remedial action and pay the costs of such remedial action. |

ADDITIONAL STRUCTURES	11. Her Majesty shall not, without the prior written consent of the Corporation, which consent shall not be unreasonably withheld, construct, excavate, drill, install, erect or permit to be excavated drilled, installed or erected within, upon, under or across the Right-of-Way, any pit, well, foundation, pavement or other structure or installation. In addition to the foregoing and for further clarification, if the Corporation grants Her Majesty the foregoing consent, Her Majesty, the Band or any person acting pursuant to their instructions, shall obtain a line locate from the Corporation, at the Corporation's expense, before constructing, excavating, drilling, installing, erecting or permitting the same within, upon, under or across the Right-of-Way any pit, well, foundation, pavement or other structure or installation.
NOTIFICATION OF ARTIFACTS	12. The Corporation shall as soon as is reasonably practicable notify Her Majesty of any Indian artefact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its operations on the Right-of-Way and shall continue its operations in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. The Corporation shall have no right, title or interest in any such artefact unearthed or discovered.
THE WORKS LOCATION	13. Her Majesty agrees to use Her best efforts to give Her officers, servants, agents and employees notice of the Corporation's Works and Her Majesty's obligations hereunder and to prevent or avoid the occurrence of any act or omission on the Right-of-Way which may cause damage to the Works.
ASSIGNMENT	14. The Corporation shall not assign this Easement without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that the Corporation may without requiring the consent of Her Majesty assign the rights herein granted to the parent corporation or, a wholly owned subsidiary of the parent corporation or a wholly owned subsidiary of the Corporation. In the event of such assignment, the Corporation shall provide a certified copy of the assignment to Her Majesty for registration in the Indian Lands Registry.
WAIVER	15. No waiver on behalf of Her Majesty or the Corporation of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the rights of Her Majesty with respect to any other future breach.
REMOVAL OF THE WORKS	16. Upon termination of this Agreement, <ul style="list-style-type: none"> (a) the Corporation shall have the right to elect to remove or abandon any surface improvements and/or the buried portion of the Works from the Right-of-Way. The Corporation shall notify Her Majesty in writing within sixty (60) days of the date of termination of this Agreement as to its election. If the Corporation elects to remove any surface improvements and/or the buried portion of the Works, the Corporation shall at its own expense, remove the buried

portion of the Works and restore the Right-of-Way to a condition reasonably satisfactory to Her Majesty within Three Hundred Sixty-five (365) days of the date of termination this Agreement. If the Corporation elects to abandon any surface improvement and/or the buried portion of the Works, the Corporation agrees to forfeit to Her Majesty the surface improvement and/or the buried portion of the Works and thereupon the Corporation shall, within Three Hundred Sixty-five (365) days of the date of termination of this Agreement, and at its own expense, ensure that the buried portion of the Works have been flushed out, purged and capped in accordance with good engineering practices and shall notify Her Majesty in writing within the said Three Hundred Sixty-five (365) day period that the buried portion of the Works have been so flushed out, purged and capped. In the event the Corporation fails to notify Her Majesty of its election, fails to notify Her Majesty that the buried portion of the Works has been flushed out, purged and capped or fails to flush out, purge and cap the buried portion of the Works, Her Majesty shall have the right to cause the Works to be flushed out, purged and capped at the expense of the Corporation, and such expense shall become a debt due to Her Majesty by the Corporation and recoverable as such.

- (b) Notwithstanding paragraph (a), upon the termination of this Agreement Her Majesty shall have the right to elect to have the Corporation remove any surface improvement of the Works from the Right-of-Way. Her Majesty shall notify the Corporation in writing within Sixty (60) days of the date of receipt of notice given under paragraph (a). In the event that Her Majesty elects to have the Corporation remove any surface improvement of the Works, the Corporation shall at its own expense remove the surface improvement and restore the Right-of-Way to a condition reasonably satisfactory to Her Majesty within Three Hundred Sixty-five (365) days of the date of termination of this Agreement. In the event the Corporation fails to restore the Right-of-Way to the reasonable satisfaction of Her Majesty within the Three Hundred Sixty-five (365) day period, Her Majesty may restore the Right-of-Way at the expense of the Corporation, and such expense shall become a debt due to Her Majesty by the Corporation and recoverable as such.

SURVEY
MONUMENTS

17. The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed by the Corporation during any use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the pipelines or Works which may take place on the Right-of-Way. Should any monuments be disturbed, damaged or destroyed by the Corporation, the Corporation shall at its own expense replace such monuments by a duly qualified Land Surveyor to the reasonable satisfaction of the Surveyor General of Canada Lands.

LEGAL SURVEY	18.	The Corporation shall, at its own expense, be responsible to survey the Right-of-Way and to supply a copy of the registered plan of survey to Her Majesty within two (2) years from the date of execution of this Agreement.
RESTORATION	19.	When this Right-of-Way is no longer required and upon the provisions of paragraph 16 having been complied with, the Corporation shall restore the Right-of-Way as near as possible to its original condition prior to the installation of the Works. Upon the Corporation failing to so restore the Right-of-Way, Her Majesty may restore the Right-of-Way or cause the Right-of-Way to be restored to Her reasonable satisfaction and all reasonable costs, expenses and damages incurred by Her Majesty with respect to such restoration, shall be paid by the Corporation to Her Majesty.
REMOVAL OF TREES	20.	The Corporation shall not fell, cut, trim, log, damage, destroy or remove any trees or parts thereof on or from the Right-of-Way without the prior written consent of Her Majesty, except those that are reasonably necessary for the Works.
RIGHT-OF-WAY OBSTRUCTION	21.	The Corporation shall ensure that all or any part of the Right-of-Way is kept clear of any trees, growth, buildings or obstruction now or hereafter which might in the reasonable opinion of the Corporation interfere with or endanger the Works or any part thereof, or cause a disruption of service to the Corporation's customers and the Corporation shall further ensure that any existing or future road, pathway or parkway constructed on or across the Right-of-Way by Her Majesty shall be kept clear at all times from any obstruction by vehicles, supplies, equipment and other materials, except as temporarily required for the purpose of this Agreement.
RIGHT OF ENTRY	22.	Subject to the provisions of paragraph 11, Her Majesty retains the right to enter, use or cross the Right-of-Way with or without vehicles to construct a road, pathway, parkway or to permit the public to use any such facilities and to landscape the Right-of-Way.
COMPENSATION FOR DAMAGES	23.	The Corporation shall pay to Her Majesty, or other person entitled thereto, reasonable compensation for damages to fixtures, improvements, buildings, chattels, animals, crops, emblements or timbers by reason of the exercise of the Easement Rights.
SERVICE OF NOTICE	24.	Whenever in this Agreement it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by registered mail to Her Majesty at the following address: Director, Lands and Trust Services Department of Indian Affairs and Northern Development 2110 Hamilton Street Regina, Saskatchewan S4P 4K4 and to the Corporation at the following address:

TransGas Limited
1945 Hamilton Street
Regina, Saskatchewan
S4P 2C7

Attention: Director, Land Services

and, if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is the earlier. In the event of postal disruption or an anticipated postal disruption, notices shall not be served by mail but shall be served by registered courier and deemed served on the day received.

- | | | |
|-----------------------|-----|--|
| QUIET POSSESSION | 25. | The Corporation, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the Easement hereby authorized without hindrance, molestation or interruption on the part of Her Majesty or of any person, firm or corporation claiming by, through, under or in trust for, Her Majesty. |
| PRIOR RIGHTS | 26. | Subject to clause 25 this Agreement is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario. |
| MINERALS | 27. | Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Right-of-Way except only the parts thereof that are necessary to be dug, carried away or used in the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works. PROVIDED THAT, in the digging to establish the Works, should any valuable minerals be discovered or found, notice of such discovery or finding shall as soon as is reasonably practicable be given to Her Majesty by the Corporation, or any of its servants, employees, agents contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in the Corporation and minerals so discovered or found shall not be carried away but shall be handed over to Her Majesty's Representative at Her Majesty's expense. |
| DISPUTE
RESOLUTION | 28. | Any dispute or disagreement as to the terms and conditions or the interpretation of this Agreement shall be referred to a court of competent jurisdiction. |
| NON-
ENTITLEMENT | 29. | No member of the House of Commons will be admitted to any share or part of the within Agreement or to any benefit to arise therefrom. |
| PREAMBLE | 30. | The preamble and the schedules to this agreement form part of and are to be read with this Agreement. |

SINGULAR/PLURAL REFERENCE	31.	In this Agreement any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.
MARGINAL NOTES	32.	The parties hereto covenant and agree that the headings and marginal notes are included in this Agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.
BREACH OF OBLIGATION	33.	If the Corporation fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give the Corporation notice of breach of covenant. If the Corporation fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice or, if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as the Corporation may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by the Corporation, it shall be lawful for Her Majesty, without further notice, to declare this Easement terminated and subject to paragraph 16, thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Corporation any monies owing and moreover any right of action by Her Majesty against the Corporation in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.
DISPOSITION OF INTEREST	34.	Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of Corporation Easement in favour of the Corporation.
REGISTRATION	35.	In accordance with Section 21 of the Act, an original of this Agreement, upon receipt of a registered plan of survey, will be registered in the Indian Lands Registry at Ottawa, Ontario.
TIME OF ESSENCE	36.	Time shall be of the essence.

AND IT IS FURTHER AGREED that this Agreement shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed these presents this _____ day of _____, 20 ____, and the Corporation has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____ 20 ____.

SIGNED By: George Cornwell
Director
Lands and Trust Services

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

in the presence of

Witness

Per: _____
For and on behalf of the Minister

TRANSGAS LIMITED

Per: : _____

Per: : _____

(SIGNING OFFICERS MUST DESIGNATE THEIR OFFICIAL CAPACITY)

APPENDIX L

BLANKET PERMIT FOR ELECTRICAL DISTRIBUTION LINES

THIS AGREEMENT made in quadruplicate this ____ day of _____, A.D. 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Her Majesty"),

PARTY OF THE FIRST PART

AND

SASKATCHEWAN POWER CORPORATION, a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan, (hereinafter referred to as "SaskPower"),

PARTY OF THE SECOND PART

WHEREAS:

RESERVE

A. The _____ Indian Reserve No. ____ (hereinafter referred to as "the Reserve") is a Reserve within the meaning of the Indian Act, R.S.C. 1985, c.I-5, as amended (hereinafter referred to as "the Act").

BAND

B. The _____ Band of Indians, (hereinafter referred to as "the Band") is a Band as defined pursuant to Section 2(a) of the Act.

BCR

C. The Council of the Band, by Band Council Resolution No. _____ dated the ____ day of _____, A.D. 19__ duly passed, consented to the granting of certain rights to SaskPower to provide electrical service on the Reserve.

MINISTERED

D. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.

MINISTER'S REPRESENTATIVE

E. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, District, Saskatchewan Region.

ELECTRICAL DISTRIBUTION LINES

F. For purposes of this Permit "Electrical Distribution Lines" means low voltage power lines and all ancillary equipment for the distribution of electricity on, over, under and across the Reserve.

NOW THEREFORE, this Permit witnesseth that the Minister, on behalf of Her Majesty under the authority vested in him pursuant to Section 28(2) of the Act, does hereby authorize SaskPower, its servants, officers, employees and agents to use and occupy the Reserve for the construction, operation and maintenance of Electrical Distribution Lines

on, over, under and across the Reserve (hereinafter referred to as the "Permit Area") for the purpose of:

PURPOSE (a) Surveying, affixing, constructing, placing, replacing and repairing, maintaining, operating and removing Electrical Distribution Lines and all structures, poles, wires, cables, anchors, pipes, conduits, apparatus and equipment in relation thereto, and all works necessary or appurtenances ancillary and useful in connection with or incidental to the construction, operation or maintenance of Electrical Distribution Lines (all of which shall hereinafter collectively be referred to as "the Works");

CLEARING THE PERMIT AREA (b) Clearing those portions of the Permit Area affected by the Works and keeping the said portions cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter which might, in the reasonable opinion of SaskPower, interfere with or endanger the Works or any part thereof, or cause a disruption in service to SaskPower's customers.

For the purposes hereunder, SaskPower may, with the prior written consent of Her Majesty in consultation with the Band, which consent shall not be unreasonably withheld or delayed, cut trees immediately adjacent to Electrical Distribution Lines within the Permit Area, if in the reasonable opinion of SaskPower such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works;

ACCESS TO AND FROM THE PERMIT AREA (c) Passing and repassing over existing Reserve roads and trails as may reasonably be required by SaskPower for access to and from Electrical Distribution Lines within the Permit Area; **PROVIDED THAT**, if no road and trail access to the Electrical Distribution Lines within the Permit Area is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; **PROVIDED THAT**, such access as may be necessary in emergency situations shall be available to SaskPower without the prior approval of the route by the Council of the Band or of any Indian in possession of the land in which access is required or of any lessee or permittee having the right to use and occupy such land over which SaskPower requires to pass or repass for access to the Permit Area; **PROVIDED FURTHER**, that SaskPower shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to Electrical Distribution Lines within the Permit Area; and

(d) Generally, doing all such acts or things on the Permit Area as may reasonably be necessary or incidental to the business of SaskPower in connection with all of the foregoing; all of which said rights, privileges, licenses, liberties and permit (shall hereinafter collectively be referred as "the Permit Rights").

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Permit is authorized on the following terms and conditions:

PERIOD 1. (a) This Permit shall commence on the date of execution of this Permit and the period shall continue for as long as the Permit rights are required by

SaskPower for the Works; and, upon termination, if the Permit has been recorded in any provincial registry, SaskPower shall effect a discharge of the Permit from such record.

- (b) In the event that in a judgement of the Supreme Court of Canada or the final Appellate Court of any province of Canada from which no appeal has been taken, it is established that a Permit issued under the authority of subsection 28(2) of the Indian Act could not be granted by the Minister with the Bands consent for an indefinite period or in the event that the Parliament of Canada has not enacted legislation providing for the granting by the Minister of a Permit under subsection 28(2) of the Indian Act for an indefinite period, then the period of this Permit shall be deemed to be for a period commencing on the date of execution of this permit and terminating upon expiration of 49 years and notice in writing to that effect shall be given to SaskPower by Her Majesty. In such circumstances, this Permit may be renewed for an additional period of 49 years with the prior consent of the Council of the Band, such consent shall not be unreasonably withheld.

- CONSIDERATION 2. SaskPower shall pay, on or before the execution of this agreement, the sum of One (\$1.00) Dollar to the Receiver General for Canada in lawful tender of Canada (the receipt and sufficiency of which payment is hereby acknowledged) for the use and benefit of the Band; and as further consideration for the issuance of this Permit SaskPower shall make electrical service available on the Reserve upon payment by an applicant of the applicable service installation charges. SaskPower customers on the Reserve shall be charged the same rates as applicable to off-reserve SaskPower customers within identical rate categories.
- RESTRICTION OF RIGHTS 3. SaskPower and the Minister mutually covenant and agree that this Permit is given under subsection 28(2) of the Act, and the Permit Rights authorized shall not be deemed to grant, convey or confer on SaskPower any right in rem or any estate or interest in the title to the Permit Area.
- AUTHORIZED RIGHTS 4. Notwithstanding anything contained in this Permit, SaskPower on behalf of itself, its officers, agents, licensees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon SaskPower, its officers, servants, agents, licensees and invitees than the Minister is authorized to confer by subsection 28(2) of the Act.
- TAXES & LEVIES 5. SaskPower shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Permit Area or Works pursuant to this Permit save and except for:
- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and

- (ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which SaskPower would otherwise be required to pay.

LAWS & REGULATIONS 6. SaskPower shall during the currency of this Permit at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances, and regulations of every federal, band, provincial or municipal authority or agency concerning this Permit or the Works constructed within the Permit Area.

COMPLIANCE TO FED/
PROV STATUTES 7. SaskPower shall comply with all federal and provincial statutes, regulations and standards pertaining to the construction, operation and maintenance of the Works within, upon or under the Permit Area, including without limiting the generality of the foregoing, the Canadian Environmental Protection Act and all other laws related to environmental protection as amended or replaced.

ENVIRONMENTAL
REMEDIAL ACTION 8. Should the Works and the operations of SaskPower on the Permit Area contribute to any detrimental environmental changes for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable Federal and Provincial legislation, SaskPower shall immediately undertake the required remedial action and pay the costs of such remedial action.

DEBRIS REMOVAL 9. SaskPower shall remove all garbage and debris from the Permit Area as construction of the Works progresses.

RESTORATION 10. When the Permit Area is no longer required for the Works, SaskPower shall restore those portions of the Permit Area, which have been affected by the Works, as near as reasonably possible to their condition at the commencement of this Permit, including the removal of all improvements placed on the Permit Area; **PROVIDED THAT**, failing to so restore the said portion of the Permit Area within one year from the date of termination, Her Majesty may restore the said portion of the Permit Area to Her Majesty's reasonable satisfaction and that all cost, expenses and damages incurred by Her Majesty with respect thereto, including administrative costs, shall be paid by SaskPower to Her Majesty forthwith.

NOTIFICATION OF
ARTIFACTS 11. SaskPower shall immediately notify Her Majesty of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by SaskPower in the course of its operations on the Permit Area and shall continue its operations in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. At Her Majesty's request, SaskPower shall at its own expense, deliver any such item, matter or thing to the Minister's Representative.

INDEMNIFICATION 12. (a) SaskPower shall at all times save harmless and indemnify and keep Her Majesty indemnified against and be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against Her Majesty by reason of or arising out of:

- (i) the construction, maintenance or operation of the Works;
- (ii) the escape, ignition or explosion from whatever cause whatsoever of electricity or electrical equipment or in the Works on the Permit Area;
- (iii) any act or omission on the part of SaskPower, its employees, servants and agents and its contractors and their subcontractors and its and their officers, servants, agents or employees in respect of or in relation to the Works on the Permit Area including the construction, maintenance or operation of the same; and
- (iv) any act or omission on the part of any officer, servant, agent or employee of Her Majesty in respect of or in relation to the Works on the Permit Area, not including such acts or omissions as would in law constitute gross negligence or wilful misconduct; PROVIDED THAT, the failure on the part of any officer, servant, agent or employee of Her Majesty to obtain a line locate from SaskPower in the case the Works contain buried cable or in the event a line locate is obtained, the failure of such person to observe the line locate from markings, shall be deemed to be wilful misconduct.

(b) SaskPower will at all times hereafter pay to Her Majesty the amount of any loss or damage which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in subparagraphs (i) to (iv) inclusive of subclause 12(a) hereof, including administration and legal costs.

(c) Her Majesty will not be liable to SaskPower for any loss or damage which may be suffered or sustained by SaskPower by reason or arising out of any matter set forth in subparagraph (i) to (iv) inclusive of subclause 12(a) hereof, except in the situation where a line locate has not been obtained from SaskPower or if obtained has not been followed by Her Majesty's officers, agents, servants or employees and loss or damage ensues.

SURVEY MONUMENTS 13. SaskPower shall ensure that all legal control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which may take place on the Permit Area. Should any monuments be disturbed, damaged or destroyed, SaskPower shall, at its own expense, replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Surveyor General of Canada Lands.

ADDITIONAL STRUCTURES 14. (a) Her Majesty shall not, without the prior written consent of SaskPower which shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Permit Area any pit, well, foundation, pavement or other structure or installation.

- (b) Her Majesty agrees to use Her best efforts to give Her officers, servants, agents or employees, notice of the location of SaskPower's Works and to prevent or avoid the occurrence of any act or omission on the Permit Area which may cause damage to SaskPower's property;

PROVIDED HOWEVER, and it is understood and agreed by the parties hereto that Her Majesty shall not be liable for any failure or omission and nothing in this paragraph contained shall diminish the liability of SaskPower by reason or arising out of the matters set forth in subparagraph (i) to(iv) inclusive of subclause 12(a) of this Permit, including administrative and legal costs.

ASSIGNMENT 15. The rights, liberties and privileges authorized by this Permit shall not be assigned or otherwise transferred without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that SaskPower may assign the rights herein granted to a wholly owned subsidiary of SaskPower or to a wholly owned subsidiary of any parent corporation of SaskPower that may be providing electrical service on the Reserve.

SKETCH PLANS 16. SaskPower shall submit sketch plans to the Minister of that part of the Reserve occupied by the Works, as well as those parts occupied from time to time by extensions to provide service to customers on the Reserve and the route thereof shall be determined by mutual agreement between SaskPower and the Band Council.

FENCING 17. SaskPower shall not fence the Permit Area or any part thereof, with the exception of transformer stations, and Her Majesty, members of the Band and any present or future lessees or permittees having any right to the Reserve lands on which the Permit Area has been granted, are to be allowed free access to the Permit Area and the use of the same except for:

ACCESS TO PERMIT AREA (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on the Permit Area which, in the reasonable opinion of SaskPower, might interfere with or endanger the construction, operation, maintenance or removal of the Works or any part thereof or might obstruct access by SaskPower, its servants, officers, employees or agents to the Works or any part thereof; or

(b) doing any act or thing which might, in the reasonable opinion of SaskPower, interfere with or damage the Works or any part thereof.

EXPLORATION AND REMOVAL OF MINERALS 18. Subject to the provisions of subclause 14(a), Her Majesty may, subject to such conditions as She may deem proper for the protection of the rights hereby granted to SaskPower, grant to any individual or company the right to enter upon the Permit Area to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Permit Area such equipment as may be required for such operations.

- EXPLORATION AND
REMOVAL OF MINERALS 19. Nothing herein contained shall be deemed to vest in SaskPower any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Permit Area except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement, reconstruction or repair of the Works; PROVIDED THAT, in digging to establish the Works, should any valuable minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by SaskPower, or any of its servants, officers, employees, agents, contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in SaskPower and minerals so discovered or found shall not be carried away but shall be handed over to the Minister's Representative.
- RESTRICTION OF RIGHTS 20. This Permit hereby granted does not include the right to place upon the Permit Area any buildings, warehouses, or storage facilities or any permanent improvement, without the prior written consent of Her Majesty. Notwithstanding the generality of the immediately foregoing, Her Majesty shall be reasonably satisfied that no suitable location off the Reserve can be found by SaskPower for the location of any of the foregoing facilities prior to providing Her consent.
- INSPECTIONS 21. SaskPower shall keep those portions of the Permit Area affected by the Works in a condition reasonably satisfactory to Her Majesty who may order SaskPower to carry out such measures as are necessary for the keeping the said portions of the Permit Area in a condition reasonably satisfactory to Her Majesty, and, it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the Permit Area for the purposes of examining the condition thereof.
- REMOVAL OF WORKS 22. (a) On the expiration or sooner termination of this Permit, Her Majesty shall have the right within sixty (60) days after such expiration, or sooner termination thereof, to give notice to SaskPower to remove the Works from the Permit Area at its own expense.
- (b) In the event SaskPower does not remove the Works within three hundred sixty-five (365) days of the receipt of notice to do so, Her Majesty may in Her sole discretion take such steps as in Her Majesty's opinion are necessary to remove the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the Works, including administrative costs, shall be paid forthwith by SaskPower to Her Majesty absolutely without payment or other consideration to SaskPower;
- (c) In the event SaskPower removes the Works from the Permit Area, SaskPower will pay reasonable compensation for damage caused to the Permit Area arising out of SaskPower's removal of the Works from the Permit Area.
- WAIVER 23. No waiver on behalf of Her Majesty of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to

be a general waiver, or to limit or affect the rights of Her Majesty with respect to any other future breach.

NUISANCE

24. Where, as a result of any act or omission of SaskPower, its servants, officers, employees or agents, relative to this Permit, a nuisance exists, Her Majesty may, by written notice, order SaskPower to abate the nuisance; if SaskPower fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and SaskPower shall be liable for the cost thereof including administrative costs, and such costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown; **PROVIDED THAT**, the existence of the Works on the Permit Area shall not of themselves constitute a nuisance within the meaning of this clause.

SERVICE OF NOTICE

25. Whenever in this Permit it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by prepaid registered mail to Her Majesty at the following address:

Director,
Lands and Trust Services
Department of Indian Affairs
and Northern Development
2110 Hamilton Street
Regina, Saskatchewan S4P 4K4

and to SaskPower at the following address:

Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan S4P 0S1
Attention: Manager, Land Department
cc: General Counsel

and if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is earlier. In the event of postal disruption or an anticipated postal disruption, notices shall not be served by mail but shall be served by registered courier and deemed served on the day received. A change of address by either party may be given to the other in accordance with this provision.

COMPENSATION
FOR DAMAGES

26. Notwithstanding anything in this Permit, SaskPower shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to fixtures, improvements, buildings, chattels, animals, crops, emblems or timbers arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Permit Area and the exercise of the right and privilege hereby authorized in accordance with SaskPower's compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

DISPUTE RESOLUTION	27.	Any dispute as to compensation or as to environmental damage shall be referred to a court of competent jurisdiction. Notwithstanding the foregoing, the parties agree to negotiate in good faith, a resolution of any such dispute or disagreement prior to referring the matter to court.
REGISTRATION	28.	In accordance with Section 21 of the <u>Indian Act</u> , an original of this Permit will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario.
NON-ENTITLEMENT	29.	No member of the House of Commons shall be entitled to any share or part of this Permit or to any benefit to arise therefrom.
QUIET POSSESSION	30.	SaskPower, performing and observing the covenants and conditions on its part to be performed and observed, shall peaceably hold and enjoy the rights, liberties, and Permit herein granted without hindrance, molestation or interruption on the part of Her Majesty.
PRIOR RIGHTS	31.	Subject to clause 30 this Permit is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario.
MARGINAL NOTES	32.	The parties hereto covenant and agree that the headings and marginal notes are included in this Permit only for convenience and do not form part of the covenants, provisos and agreements herein contained.
BREACH OF OBLIGATION	33.	If SaskPower fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give SaskPower notice of breach of covenant and if SaskPower fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as SaskPower may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by SaskPower, it shall be lawful for Her Majesty, without further notice, to declare this Permit terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from SaskPower any monies owing and moreover any right of action by Her Majesty against SaskPower in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.
DISPOSITION OF INTEREST	34.	Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of SaskPower Easement in favour of SaskPower.
TIME OF ESSENCE	35.	Time is of the essence.

SINGULAR/PLURAL
REFERENCE

36. In this Permit any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.

AND IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada has hereunto set his hand this ____ day of _____, A.D. 19__, and SaskPower has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____, A.D. 19_____

SIGNED By: J. Lyall Sturgeon
Director
Lands and Trust Services

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**, as represented
by the Minister, Department of Indian
Affairs and Northern Development

in the presence of

Witness

Per: _____
For and on behalf of the Minister

**SASKATCHEWAN POWER
CORPORATION**

Per: _____

(C.S.)

Per: _____

(SIGNING OFFICERS MUST DESIGNATE THEIR OFFICIAL CAPACITY)

APPENDIX M

EASEMENT FOR ELECTRICAL TRANSMISSION LINE RIGHT-OF-WAY

This Easement made in quadruplicate this ___ day of _____, A.D. 20__.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
as represented by the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Her Majesty"),

PARTY OF THE FIRST PART

AND

SASKATCHEWAN POWER CORPORATION, a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan,
(hereinafter referred to as "SaskPower"),

PARTY OF THE SECOND PART

WHEREAS:

- RESERVE A. The _____ Indian Reserve No. ____ (hereinafter referred to as "the Reserve") is a Reserve within the meaning of the Indian Act, R.S.C. 1985, c.I-5, as amended (hereinafter referred to as "the Act").
- BAND B. The _____ Band of Indians, (hereinafter referred to as "the Band") is a Band as defined pursuant to Section 2(a) of the Act.
- AUTHORITY C. Her Majesty has agreed to recommend, pursuant to Section 35 of the Act, the issuance of the Governor-in-Council's Order authorizing the grant of an Easement to SaskPower for purposes hereinafter described.
- BCR D. The Council of the Band, by Band Council Resolution No. _____ dated the ___ day of _____, A.D. 19___ duly passed, consented to the granting to SaskPower of this Easement.
- ORDER-IN-COUNCIL E. Order-in-Council P.C. _____ dated _____ has authorized the Minister of Indian Affairs and Northern Development to execute this Easement and has authorized the grant of an easement in favour of SaskPower in accordance with the terms and conditions hereinafter set forth.
- MINISTER F. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.
- MINISTER'S
REPRESENTATIVE G. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, District, Saskatchewan Region.

ELECTRICAL
TRANSMISSION
LINE

H. In this Easement "Electrical Transmission Line" means high voltage power lines and all ancillary equipment for the transmission of electricity on, over, under and across the Reserve.

NOW THEREFORE, this Easement witnesseth that in consideration of the payment, covenants, and agreements hereinafter contained to be observed and performed by SaskPower, Her Majesty shall grant and convey unto and to SaskPower the right, liberty, licence, privilege and easement for SaskPower and its servants, officers, employees and agents to use and occupy a portion of the Reserve as a right-of way for an Electrical Transmission Line, such portion being a strip of land as more particularly described in Schedule A attached hereto, (which portion shall hereinafter be referred to as the "Right-of-Way)" for the purpose of :

PURPOSE

(a) Surveying, affixing, constructing, placing, replacing and repairing, maintaining, operating and removing an Electrical Transmission Line and all structures, poles, wires, cables, anchors, pipes, conduits, apparatus and equipment in relation thereto, and all works necessary or appurtenances ancillary and useful in connection with or incidental to the construction, operation or maintenance of an Electrical Transmission Line (all of which shall hereinafter collectively be referred to as "the Works");

CLEARING THE
RIGHT OF WAY

(b) Clearing the Right-of-Way and keeping it cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter which might, in the reasonable opinion of SaskPower, interfere with or endanger the Works or any part thereof, or cause a disruption in service to SaskPower's customers.

For the purposes hereunder, SaskPower may, with the prior written consent of Her Majesty in consultation with the Band, which consent shall not be unreasonably withheld or delayed, cut trees immediately adjacent to the Right-of-Way, if in the reasonable opinion of SaskPower such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works;

ACCESS TO AND
FROM THE
RIGHT-OF-WAY

(c) Passing and repassing over existing Reserve roads and trails as may reasonably be required by SaskPower for access to and from the Right-of-Way; **PROVIDED THAT**, if no road and trail access to the Right-of-Way is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; **PROVIDED THAT**, such access as may be necessary in emergency situations shall be available to SaskPower without the prior approval of the route by the Council of the Band or of any Indian in possession of the land in which access is required or of any lessee or permittee having the right to use and occupy such land over which SaskPower requires to pass or repass for access to the Right-of-Way; **PROVIDED FURTHER**, that SaskPower shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Right-of-Way; and

- (d) Generally, doing all such acts or things on the Right-of-Way as may be reasonably necessary or incidental to the business of SaskPower in connection with all of the foregoing; all of which said rights, privileges, licenses, liberties and easement (hereinafter collectively be referred to as the "Easement Rights").

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Easement is authorized on the following terms and conditions:

- | | | |
|--------------------|----|--|
| TERM | 1. | (a) This Easement shall commence on the date the Instrument of Grant shall have issued in favour of SaskPower, and shall continue for as long as the Easement is required by SaskPower for the Works, and, upon termination, if this Easement has been recorded in a provincial registry, SaskPower shall effect a discharge of the Easement from such registry. |
| | | (b) On the expiration or termination of this Easement pursuant to this Agreement, the Right-of-Way shall thereupon revert to its former status as land set apart by Her Majesty for the use and benefit of the Band. |
| CONSIDERATION | 2. | As consideration for the granting of this Easement, SaskPower shall pay, on or before the execution hereof, the sum of _____ (\$ __) payable to the Receiver General for Canada in lawful tender of Canada for the use and benefit of the Band (receipt and sufficiency of which payment is hereby acknowledged). |
| TAXES & LEVIES | 3. | SaskPower shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Right-of-Way or Works pursuant to this Agreement save and except for:

(i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and

(ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which SaskPower would otherwise be required to pay. |
| LAWS & REGULATIONS | 4. | SaskPower shall during the currency of this Easement at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances, and regulations of every federal, band, provincial, or municipal authority or agency concerning the Works constructed within the Right-of-Way. |

COMPLIANCE TO FED/ PROV STATUTES	5.	SaskPower shall comply with all federal and provincial statutes, regulations and standards pertaining to the construction, operation and maintenance of the Works within, upon or under the Right-of-Way, including without limiting the generality of the foregoing, the <u>Canadian Environmental Protection Act</u> and all other laws related to environmental protection as amended or replaced.
ENVIRONMENTAL REMEDIAL ACTION	6.	Should the Works and the operations of SaskPower on the Right-of-Way contribute to any detrimental environmental changes for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable Federal and Provincial legislation, SaskPower shall immediately undertake the required remedial action and pay the costs of such remedial action.
DEBRIS REMOVAL	7.	SaskPower shall remove all garbage and debris from the Right-of-Way as the construction of the Works progresses.
RESTORATION	8.	When the Right-of-Way is no longer required for the Works, SaskPower shall restore the Right-of-Way as near as reasonably possible to its condition at the commencement of this Easement, including the removal of all improvements placed on the Right-of-Way; PROVIDED THAT , failing to so restore the said portion of the Right-of-Way within one (1) year from the date of termination, Her Majesty may restore the said portion of the Right-of-Way to Her Majesty's reasonable satisfaction and that all cost, expenses and damages incurred by Her Majesty with respect thereto, including administrative costs, shall be paid by SaskPower to Her Majesty forthwith.
NOTIFICATION OF ARTIFACTS	9.	SaskPower shall immediately notify Her Majesty of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by SaskPower in the course of its operations on the Right-of-Way and shall continue its operations in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. SaskPower shall have no right, title or interest in any such artifact unearthed or discovered.
INDEMNIFICATION	10.	<p>(a) SaskPower shall at all times save harmless and indemnify and keep Her Majesty indemnified against and be responsible for all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against Her Majesty by reason of or arising out of:</p> <p>(i) the construction, maintenance or operation of the Works;</p> <p>(ii) the escape, ignition or explosion from whatever cause whatsoever of electricity or electrical equipment or in the Works on the Right-of-Way;</p> <p>(iii) any act or omission on the part of SaskPower, its servants, officers, employees, and agents and its contractors and their subcontractors and its and their servants, officers, employees, or agents in respect of or in relation to the</p>

Works on the Right-of-Way including the construction, maintenance or operation of the same; and

- (iv) any act or omission on the part of any officer, servant, agent or employee of Her Majesty in on the Right-of-Way, notwithstanding such act or omission as would in law constitute negligence but not including such act or omission as would in law constitute gross negligence or wilful misconduct; PROVIDED THAT, failure on the part of any officer, servant, agent or employee of Her Majesty

to obtain a line locate from SaskPower in the case where the Works contain buried cable or, in the event a line locate is obtained, the failure of such person to observe the line locate markings, shall be deemed to be wilful misconduct.

- (b) SaskPower will at all times hereafter pay Her Majesty the amount of any loss or damage which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in subparagraphs (i) to (iv) inclusive of subclause 10(a) hereof, including administration and legal costs;
- (c) Her Majesty will not be liable to SaskPower for any loss or damage which may be suffered or sustained by SaskPower by reason or arising out of any matter set forth in subparagraph (i) to (iv) inclusive of subclause 10(a) hereof, except in the situation where a line locate has not been obtained from SaskPower or if obtained has not been followed by Her Majesty's officers, agents, servants or employees and loss or damage ensues.

SURVEY
MONUMENTS

- 11. SaskPower shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which may take place on the Right-of-Way. Should any monuments be disturbed, damaged or destroyed, SaskPower shall, at its own expense, replace such monuments by a duly qualified Land Surveyor to the reasonable satisfaction of the Surveyor General of Canada Lands.

LEGAL SURVEYS

- 12. SaskPower shall, at its own expense, be responsible to survey the Right-of-Way and to supply a copy of the registered plan of survey to Her Majesty within two (2) years from the date of execution of this Easement.

ADDITIONAL
STRUCTURES

- 13. (a) Her Majesty shall not, without the prior written consent of SaskPower which shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Right-of-Way any pit, well, foundation, pavement or other structure or installation.

- (b) Her Majesty agrees to use Her best efforts to give Her officers, servants, agents or employees, notice of the location of SaskPower's Works and to prevent or avoid the occurrence of any act or omission on the Right-of-Way which may cause damage to SaskPower's property; **PROVIDED HOWEVER**, and it is understood and agreed by the parties hereto that Her Majesty shall not be liable for any failure or omission and nothing in this paragraph contained shall diminish the liability of SaskPower by reason or arising out of the matters set forth in subparagraph (i) to(iv) inclusive of subclause 10(a) of this Easement, including administrative and legal costs.

ASSIGNMENT

- 14. SaskPower shall not assign this Easement without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that SaskPower may assign the rights herein granted to a wholly owned subsidiary of SaskPower or to a wholly owned subsidiary of any parent corporation of SaskPower.

FENCING

- 15. SaskPower shall not fence the Right-of-Way or any part thereof, with the exception of transformer stations, and Her Majesty, members of the Band and any present or future lessees or permittees having any right to the Reserve lands on which the Right-of-Way has been granted, are to be allowed free access to the Right-of-Way and the use of the same except for:
 - (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on the Right-of-Way which, in the reasonable opinion of SaskPower, might interfere with or endanger the construction, operation, maintenance or removal of the Works or any part thereof or might obstruct access by SaskPower, its servants, officers, employees or agents to the Works or any part thereof; or
 - (b) doing any act or thing which might, in the reasonable opinion of SaskPower, interfere with or damage the Works or any part thereof.

EXPLORATION AND
REMOVAL OF
MINERALS

- 16. Subject to the provisions of subclause 13(a), Her Majesty may, subject to such conditions as She may deem proper for the protection of the Easement hereby granted to SaskPower, grant to any individual or company the right to enter upon the Right-of-Way to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Right-of-Way such equipment as may be required for such operations.

MINERALS

- 17. Nothing herein contained shall be deemed to vest in SaskPower any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Right-of-Way except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement,

reconstruction or repair of the Works; PROVIDED THAT, in digging to establish the Works, should any valuable minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by SaskPower, or any of its servants, officers, employees, agents, contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in SaskPower and minerals so discovered or found shall not be carried away but shall be handed over to the Minister's Representative.

- | | | | |
|-----------------------|----|-----|---|
| RESTRICTION OF RIGHTS | OF | 18. | This Easement hereby granted does not include the right to place upon the Right-of-Way any buildings, warehouses, or storage facilities or any permanent improvement, without the prior written consent of Her Majesty and the payment of fair market value compensation. Notwithstanding the generality of the immediately foregoing, Her Majesty shall be reasonably satisfied that no suitable location off the Reserve can be found by SaskPower for the location of any of the foregoing facilities prior to providing Her consent. |
| INSPECTION | | 19. | SaskPower shall keep the Right-of-Way affected by the Works in a condition reasonably satisfactory to Her Majesty who may order SaskPower to carry out such measures as are necessary for the keeping of the Right-of-Way in a condition reasonably satisfactory to Her Majesty, and, it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the Right-of-Way for the purposes of examining the condition thereof. |
| REMOVAL OF WORKS | | 20. | <p>(a) On the expiration or sooner termination of this Easement, Her Majesty shall have the right within sixty (60) days after such expiration, or sooner termination thereof, to give notice to SaskPower to remove the Works from the Right-of-Way at its own expense.</p> <p>(b) In the event SaskPower does not remove the Works within three hundred sixty-five (365) days of the receipt of notice to do so, Her Majesty may in Her sole discretion take such steps as in Her Majesty's opinion are necessary to remove the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the Works and loss of use, including administrative costs, shall be paid forthwith by SaskPower to Her Majesty absolutely without payment or other consideration to SaskPower;</p> <p>(c) In the event SaskPower removes the Works from the Right-of-Way, SaskPower will pay reasonable compensation for damage caused to the Right-of-Way or to the Reserve lands arising out of SaskPower's removal of the Works from the Right-of-Way.</p> |
| WAIVER | | 21. | No waiver on behalf of Her Majesty or SaskPower of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the |

rights of Her Majesty with respect to any other future breach.

NUISANCE 22. Where, as a result of any act or omission of SaskPower, its servants, officers, employees or agents, relative to this Easement, a nuisance exists on the Right-of-Way, Her Majesty may, by written notice, order SaskPower to abate the nuisance; if SaskPower fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and SaskPower shall be liable for the cost thereof, including administrative costs, and such costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown; **PROVIDED THAT**, the construction, operations and maintenance of the Works on the Right-of-Way shall not of themselves constitute a nuisance within the meaning of this clause.

SERVICE OF NOTICE 23. Whenever in this Easement it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by prepaid registered mail to Her Majesty at the following address:

Director,
Lands and Trust Services
Department of Indian Affairs
and Northern Development
2110 Hamilton Street
Regina, Saskatchewan S4P 4K4

and to SaskPower at the following address:

Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan S4P 0S1

Attention: Manager, Land Department
cc: General Counsel

and if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is earlier. In the event of postal disruption or an anticipated disruption, notices shall not be served by mail but shall be served by registered courier and deemed served on the day received. A change of address by either party may be given to the other in accordance with this provision.

COMPENSATION FOR DAMAGES 24. Notwithstanding anything in this Easement, SaskPower shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to improvements, crops, hay, or livestock, arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Right-of-Way and the exercise of the right and privilege hereby authorized in accordance with SaskPower's

compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

- DISPUTE RESOLUTION 25. Any dispute or disagreement as to compensation or as to environmental damage shall be referred to a court of competent jurisdiction for disposition. Notwithstanding the foregoing, the parties agree to negotiate in good faith, a resolution of any such dispute or disagreement prior to referring the matter to the court.
- REGISTRATION 26. In accordance with Section 21 of the Indian Act, an original of this Easement, upon receipt of a registered plan of survey, will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario.
- NON-ENTITLEMENT 27. No member of the House of Commons shall be entitled to any share or part of the within Agreement or to any benefit to arise therefrom.
- QUIET POSSESSION 28. SaskPower, performing and observing the covenants and conditions on its part to be performed and observed, shall peaceably hold and enjoy the Easement herein granted without hindrance, molestation or interruption on the part of Her Majesty.
- PRIOR RIGHTS 29. Subject to clause 28 this Easement is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario.
- MARGINAL NOTES 30. The parties hereto covenant and agree that the headings and marginal notes are included in this Easement only for convenience and do not form part of the covenants, provisos and agreements herein contained.
- BREACH OF OBLIGATION 31. If SaskPower fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give SaskPower notice of breach of covenant and if SaskPower fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as SaskPower may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by SaskPower, it shall be lawful for Her Majesty, without further notice, to declare this Easement terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act of any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from SaskPower any monies owing and moreover any right of action by Her Majesty against SaskPower in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.
- DISPOSITION OF INTEREST 32. Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving

title thereto, execute a standard form of Sask Power Easement in favour of SaskPower.

TIME OF ESSENCE 33. Time is of the essence.

SINGULAR/PLURAL REFERENCE 34. In this Easement any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.

AND IT IS FURTHER AGREED that this Easement shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada has hereunto set his hand this _____ day of _____, A.D. 19___, and SaskPower has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____, A.D. 19

SIGNED BY: J. Lyall Sturgeon
Director
Lands and Trust Services

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister, Department of Indian Affairs and Northern Development

in the presence of

Witness

Per: _____
For and on behalf of the Minister

SASKATCHEWAN POWER CORPORATION

Per: _____

(C.S.)

Per: _____

(SIGNING OFFICERS MUST DESIGNATE THEIR OFFICIAL CAPACITY)

APPENDIX N

SPECIFIC CLAIMS REPLACEMENT PERMIT FOR ELECTRICAL DISTRIBUTION LINES

THIS AGREEMENT made in quadruplicate this ____ day of _____, A.D. 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

(hereinafter referred to as "Her Majesty"),

PARTY OF THE FIRST PART

AND

SASKATCHEWAN POWER CORPORATION, a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan,

(hereinafter referred to as "SaskPower"),

PARTY OF THE SECOND PART

WHEREAS:

- RESERVE** A. The _____ Indian Reserve No. _____ (hereinafter referred to as "the Reserve") is a Reserve within the meaning of the Indian Act, R.S.C. 1985, c.I-5, as amended (hereinafter referred to as "the Act").
- BAND** B. The _____ Band of Indians, (hereinafter referred to as "the Band") is a Band as defined pursuant to Section 2(a) of the Act .
- BCR** C. The Council of the Band, by Band Council Resolution No. _____ dated the _____ day of _____, A.D. 19__ duly passed, consented to the granting of certain rights to SaskPower to provide electrical service to residents on the Reserve.
- MINISTER** D. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.
- MINISTER'S
REPRESENTATIVE.** E. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, _____ District Office, Saskatchewan Region.
- ELECTRICAL
DISTRIBUTION LINE** F. For purposes of this Permit "Electrical Distribution Lines" means low voltage power lines and all ancillary equipment for the distribution of electricity on, over, under and across the Reserve.

PRIOR INTEREST G. SaskPower had, immediately prior to the creation of the Reserve, a right to use, possess, and occupy a portion of the Reserve for the purpose of constructing, installing, affixing, operating, inspecting, maintaining, repairing, reconstructing and removing an Electrical Distribution Line (hereinafter referred to as the "Prior Interest").

REPLACEMENT INTEREST H. SaskPower agreed to discharge the Prior Interest in consideration of the agreement by Her Majesty, by and with the consent of the Band, to grant a replacement interest in land in the form and content of this Permit.

NOW THEREFORE, this Permit witnesseth that the Minister, on behalf of Her Majesty under the authority vested in him pursuant to Section 28(2) of the Act, does hereby authorize SaskPower, its servants, employees, officers and agents the right from time to time to use and occupy a portion of the Reserve for Electrical Distribution Lines on, over, under, and across the Reserve, as more particularly described in Schedule "A" attached hereto (hereinafter referred to as the "Permit Area") for the purpose of:

PURPOSE (a) Surveying, affixing, constructing, placing, replacing and repairing, maintaining, operating and removing Electrical Distribution Lines and all structures, poles, wires, cables, anchors, pipes, conduits, apparatus and equipment in relation thereto, and all works necessary or appurtenances ancillary and useful in connection with or incidental to the construction, operation or maintenance of Electrical Distribution Lines (all of which shall hereinafter collectively be referred to as "the Works").

CLEARING THE PERMIT AREA (b) Clearing those portions of the Permit Area affected by the Works and keeping the said portions cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter which might, in the reasonable opinion of SaskPower, interfere with or endanger the Works or any part thereof, or cause a disruption in service to SaskPower's customers.

For the purposes hereunder, SaskPower may, with the prior written consent of Her Majesty in consultation with the Band, which consent shall not be unreasonably withheld or delayed, cut trees immediately adjacent to Electrical Distribution Lines within the Permit Area, if in the reasonable opinion of SaskPower such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works.

ACCESS TO AND FROM THE PERMIT AREA (c) Passing and repassing over existing Reserve roads and trails as may reasonably be required by SaskPower for access to and from Electrical Distribution Lines within the Permit Area; **PROVIDED THAT**, if no road and trail access to the Electrical Distribution Lines within the Permit Area is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; **PROVIDED THAT**, such access as may be necessary in emergency situations shall be available to SaskPower without the prior approval of the route by the Council of the Band or of any Indian in possession of the land in which access is required or of any lessee or

permittee having the right to use and occupy such land over which SaskPower requires to pass or re-pass for access to the Permit Area;

PROVIDED FURTHER, that SaskPower shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to Electrical Distribution Lines within the Permit Area; and

- (d) Generally, doing all such acts or things on the Permit Area as may reasonably be necessary or incidental to the business of SaskPower in connection with all of the foregoing; all of which said rights, privileges, licenses, liberties and permit (shall hereinafter collectively be referred to as "the Permit Rights").

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Permit is authorized on the following terms and conditions:

TERM 1. This Permit shall commence on the date of execution of this Permit and the term shall continue for as long as the Permit rights are required by SaskPower for the Works; and, upon termination, if the Permit has been recorded in any provincial registry, SaskPower shall effect a discharge of the Permit from such record.

CONSIDERATION 2. (a) SaskPower shall pay, on or before the execution of this Permit, the sum of One (\$1.00) Dollar to the Receiver General for Canada in lawful tender of Canada (the receipt and sufficiency of which payment is hereby acknowledged) for the use and benefit of the Band and as further consideration for the issuance of this Permit, SaskPower shall make electrical service available on the Reserve upon payment by an applicant of the applicable service installation charges. SaskPower's customers on the Reserve shall be provided electrical service on the same terms and conditions and at the same rate as applicable to SaskPower's off-reserve customers within identical rate categories.

(b) Notwithstanding the foregoing, SaskPower shall be liable for any continuing obligation it may have to make payments which were payable pursuant to the Prior Interest, the basis of which required payments, if any, is as follows:

NIL

Such payments, if any, shall be made in legal tender of Canada without any deduction, defalcation or abatement and shall be forwarded to Her Majesty, for use and benefit of the Band, at the address for service of notice hereinafter set forth.

RESTRICTION OF RIGHTS	3.	SaskPower and the Minister mutually covenant and agree that this Permit is given under subsection 28(2) of the Act, and the Permit Rights authorized shall not be deemed to grant, convey or confer on SaskPower any right <u>in rem</u> or any estate or interest in the title to the Permit Area.
AUTHORIZED RIGHTS	4.	Notwithstanding anything contained in this Permit, SaskPower on behalf of itself, its officers, agents, licensees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon SaskPower, its officers, servants, agents, licensees and invitees than the Minister is authorized to confer by subsection 28(2) of the Act.
TAXES & LEVIES	5.	<p>SaskPower shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Permit Area or Works pursuant to this Permit save and except for:</p> <p>i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and</p> <p>(ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which SaskPower would otherwise be required to pay.</p>
LAWS & REGULATIONS	6.	SaskPower shall during the currency of this Permit at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances, and regulations of every federal, band, provincial or municipal authority or agency concerning this Permit or the Works constructed within the Permit Area; provided that in the event any of the foregoing are not consistent with the spirit and intent of this Permit, Her Majesty, after consultation with the band, shall use Her best efforts to resolve such inconsistency. SaskPower will cooperate with Her Majesty in exercising Her best efforts.
COMPLIANCE TO FED/ PROV STATUTES	7.	SaskPower shall comply with all federal and provincial statutes, regulations and standards pertaining to the construction, operation and maintenance of the Works within, upon or under the Permit Area, including without limiting the generality of the foregoing, the <u>Canadian Environmental Protection Act</u> and all other laws related to environmental protection as amended or replaced.
ENVIRONMENTAL REMEDIAL ACTION	8.	Should the Works and the operations of SaskPower on the Permit Area contribute to any detrimental environmental changes for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable Federal and Provincial legislation, SaskPower shall immediately undertake the required remedial action and pay the costs of such remedial action.

- DEBRIS REMOVAL 9. SaskPower shall remove all garbage and debris from the Permit Area resulting from the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works.
- RESTORATION 10. When the Permit Area is no longer required for the Works, SaskPower shall restore those portions of the Permit Area, which have been affected by the Works, as near as reasonably possible to their condition at the commencement of this Permit, including the removal of all improvements placed on the Permit Area; **PROVIDED THAT**, failing to so restore the said portion of the Permit Area within one year from the date of termination, Her Majesty may restore the said portion of the Permit Area to Her Majesty's reasonable satisfaction and that all cost, expenses and damages incurred by Her Majesty with respect thereto, including administrative costs, shall be paid by SaskPower to Her Majesty forthwith.
- NOTIFICATION OF ARTIFACTS 11. SaskPower shall immediately notify Her Majesty of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by SaskPower in the course of its operations on the Permit Area and shall continue its operations in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. At Her Majesty's request, SaskPower shall at Her Majesty's expense, deliver any such item, matter or thing to the Minister's Representative.
- INDEMNIFICATION 12. (a) SaskPower shall at all times save harmless and indemnify and keep Her Majesty indemnified against and be responsible for any loss or damage suffered by Her Majesty, and all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against Her Majesty by reason of or arising out of:
- (i) the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection, or possession of the Works;
 - (ii) the escape, ignition or explosion from whatever cause whatsoever of electricity or electrical equipment from the Works on the Permit Area;
 - (iii) any act or omission on the part of SaskPower, its employees, servants and agents and their sub-contractors and its and their officers, servants, agents, or employees in respect of or in relation to the Works on the Permit Area including the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection, or possession of the same.
- (b) SaskPower will at all times hereafter pay Her Majesty the amount of any loss or damage which may be suffered or sustained by Her

Majesty by reason or arising out of the matters set forth in subparagraphs (i) to (iii) inclusive of subclause 12(a) hereof, including administration and legal costs.

- (c) Her Majesty will not be liable to SaskPower for any loss or damage which may be suffered or sustained by SaskPower by reason or arising out of any matter set forth in subparagraph (i) to (iii) inclusive of subclause 12(a) hereof.

SURVEY MONUMENTS 13. SaskPower shall ensure that all legal control survey monuments are protected and not disturbed, damaged or destroyed during any use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works which may take place on the Permit Area. Should any monuments be disturbed, damaged or destroyed, SaskPower shall, at its own expense, replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Surveyor General of Canada Lands.

ADDITIONAL STRUCTURES 14. (a) Her Majesty shall not, without the prior written consent of SaskPower which shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Permit Area any pit, well, foundation, pavement or other structure or installation.

(b) Her Majesty agrees to use Her best efforts to give Her officers, servants, agents or employees, notice of the location of SaskPower's Works and to prevent or avoid the occurrence of any act or omission on the Permit Area which may cause damage to SaskPower's property.

ASSIGNMENT 15. The rights, liberties and privileges authorized by this Permit shall not be assigned or otherwise transferred without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that SaskPower may assign the rights herein granted to a wholly owned subsidiary of SaskPower or to a wholly owned subsidiary of any parent corporation of SaskPower that may be providing electrical service on the Reserve.

SKETCH PLANS 16. SaskPower shall submit a sketch plan to the Minister covering that part of the Reserve occupied by the Works. Further extensions or the relocation of the Works outside the Permit Area are not permissible under this Permit and are subject to a separate agreement.

FENCING 17. SaskPower shall not fence, except for existing fences, the Permit Area or any part thereof, with the exception of transformer stations, and Her Majesty, members of the Band and any present or future lessees or permittees having any right to the Reserve lands on which the Permit Area has been granted, are to be allowed free access to the Permit Area and the use of the same except for:

ACCESS TO
PERMIT AREA

- (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on the Permit Area which, in the reasonable opinion of SaskPower, might interfere with or endanger the construction, operation, maintenance or removal of the Works or any part thereof or might obstruct access by SaskPower, its servants, officers, employees or agents to the Works or any part thereof; or
- (b) doing any act or thing which might, in the reasonable opinion of SaskPower, interfere with or damage the Works or any part thereof.

EXPLORATION AND
REMOVAL OF
MINERALS

18. Subject to the provisions of subclause 14(a), Her Majesty may, subject to such conditions as She may deem proper for the protection of the rights hereby granted to SaskPower, grant to any individual or company the right to enter upon the Permit Area to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Permit Area such equipment as may be required for such operations.

MINERALS

19. Nothing herein contained shall be deemed to vest in SaskPower any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Permit Area except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement, reconstruction or repair of the Works; PROVIDED THAT, in digging to establish the Works, should any valuable minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by SaskPower, or any of its servants, officers, employees, agents, contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in SaskPower and minerals so discovered or found shall not be carried away but shall be handed over to the Minister's Representative at Her Majesty's expense.

RESTRICTION OF RIGHTS

20. This Permit hereby authorized does not include the right to place upon the Permit Area any buildings, warehouses, or storage facilities or any permanent improvement, except such of the foregoing structures which are required ancillary and necessarily incidental to the Works which shall, subject to preference being given to off reserve locations, be permitted to be placed upon the Permit Area. The paragraph shall have no application to any buildings, warehouses, storage facilities or permanent improvement located on the Permit Area at the date of this permit.

INSPECTIONS

21. Subject to the Permit Rights, SaskPower shall keep those portions of the Permit Area affected by the Works in a condition reasonably satisfactory to Her Majesty who may order SaskPower to carry out such measures as are necessary for the keeping the said portions of the Permit Area in a condition reasonably satisfactory to Her Majesty, and, it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the Permit Area for the purposes of examining the condition thereof.

- REMOVAL OF WORKS 22. (a) On the expiration or sooner termination of this Permit, Her Majesty shall have the right within sixty (60) days after such expiration, or sooner termination thereof, to give notice to SaskPower to remove the Works from the Permit Area at its own expense.
- (b) In the event SaskPower does not remove the Works within three hundred sixty-five (365) days of the receipt of notice to do so, Her Majesty may in Her sole discretion take such steps as in Her Majesty's opinion are necessary to remove the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the Works, including administrative costs, shall be paid forthwith by SaskPower to Her Majesty absolutely without payment or other consideration to SaskPower.
- (c) In the event SaskPower removes the Works from the Permit Area, SaskPower will pay reasonable compensation for damage caused to the Permit Area arising out of SaskPower's removal of the Works from the Permit Area.

WAIVER 23. No waiver on behalf of Her Majesty of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the rights of Her Majesty with respect to any other future breach.

NUISANCE 24. Where, as a result of any act or omission of SaskPower, its servants, officers, employees or agents, relative to this Permit, a nuisance exists, Her Majesty may, by written notice, order SaskPower to abate the nuisance; if SaskPower fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and SaskPower shall be liable for the cost thereof including administrative costs, and such costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown; **PROVIDED THAT**, the existence of the Works on the Permit Area shall not of themselves constitute a nuisance within the meaning of this clause.

SERVICE OF NOTICE 25. Whenever in this Permit it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by prepaid registered mail to Her Majesty at the following address:

Director,
Lands and Trust Services
Department of Indian Affairs
and Northern Development
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

and to SaskPower at the following address:

Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan S4P 0S1

Attention: Manager, Land Department
cc: General Counsel

and if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is earlier. In the event of postal disruption or an anticipated postal disruption, notices shall not be served by mail but shall be served by registered courier and deemed served on the day received. A change of address by either party may be given to the other in accordance with this provision.

COMPENSATION FOR DAMAGES

26. Notwithstanding anything in this Permit, SaskPower shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to fixtures, improvements, buildings, chattels, animals, crops, emblements or timbers arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Permit Area and the exercise of the right and privilege hereby authorized in accordance with SaskPower's compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

DISPUTE RESOLUTION

27. Any dispute or disagreement as to money payable hereunder or as to any environmental damage may be referred to a court of competent jurisdiction for disposition. Notwithstanding the foregoing, the parties agree to negotiate in good faith, a resolution of any such dispute or disagreement prior to referring the matter to the court.

REGISTRATION

28. In accordance with Section 21 of the Indian Act, an original of this Permit will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario.

NON-ENTITLEMENT

29. No member of the House of Commons shall be entitled to any share or part of this Permit or to any benefit to arise therefrom.

QUIET POSSESSION

30. SaskPower, performing and observing the covenants and conditions on its part to be performed and observed, shall peaceably hold and enjoy the rights, liberties, and Permit herein granted without hindrance, molestation or interruption on the part of Her Majesty.

PRIOR RIGHTS

31. Subject to clause 30 this Permit is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario.

MARGINAL NOTES

32. The parties hereto covenant and agree that the headings and marginal notes are included in this Permit only for convenience and do not form part of the covenants, provisos and agreements herein contained.

BREACH OF
OBLIGATION

33. If SaskPower fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give SaskPower notice of breach of covenant and if SaskPower fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as SaskPower may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by SaskPower, it shall be lawful for Her Majesty, without further notice, to declare this Permit terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from SaskPower any monies owing and moreover any right of action by Her Majesty against SaskPower in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.

DISPOSITION OF
INTEREST

34. Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form SaskPower Easement in favour of SaskPower.

TIME OF ESSENCE
SINGULAR/PLURAL
REFERENCE

35. Time is of the essence.

36. In this Permit any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.

AND IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada has hereunto set his hand this ____ day of _____, A.D. 20__, and SaskPower has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this ____ day of _____, A.D. 20__.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister, Department of Indian Affairs and Northern Development

Witness

Per: _____
For and on behalf of the Minister

SASKATCHEWAN POWER CORPORATION

(Corporate Seal)

APPROVED

Per: _____
GENERAL COUNSEL

APPENDIX O

SPECIFIC CLAIMS REPLACEMENT EASEMENT AGREEMENT FOR ELECTRICAL TRANSMISSION LINE RIGHT-OF-WAY

THIS EASEMENT made in quadruplicate this ____ day of _____, A.D. 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Her Majesty"),

PARTY OF THE FIRST PART

AND

SASKATCHEWAN POWER CORPORATION, a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan, (hereinafter referred to as "SaskPower"),

PARTY OF THE SECOND PART

WHEREAS:

RESERVE

A. The _____ Indian Reserve No. ____ (hereinafter referred to as "the Reserve") is a Reserve within the meaning of the Indian Act, R.S.C. 1985, c.I-5, as amended (hereinafter referred to as "the Act").

BAND

B. The _____ Band of Indians, (hereinafter referred to as "the Band") is a Band as defined pursuant to Section 2(a) of the Act.

AUTHORITY

C. Her Majesty has agreed to recommend, pursuant to Section 35 of the Act, the issuance of the Governor-in-Council's Order authorizing the grant of an Easement to SaskPower for purposes hereinafter described.

BCR

D. The Council of the Band, by Band Council Resolution No. _____ dated the ____ day of _____, A.D. 19__ duly passed, consented to the granting to SaskPower of this Easement.

ORDER-IN-COUNCIL

E. Order-in-Council P.C. _____ dated _____ has authorized the Minister of Indian Affairs and Northern Development to execute this Easement and has authorized the grant of an easement in favour of SaskPower in accordance with the terms and conditions hereinafter set forth.

MINISTER

F. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.

MINISTER'S REPRESENTATIVE

G. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, _____ District, Saskatchewan Region.

**ELECTRICAL
TRANSMISSION LINE**

H. In this Easement "Electrical Transmission Line" means high voltage power lines and all ancillary equipment for the transmission of electricity on, over, under and across the Reserve.

PRIOR INTEREST

I. SaskPower had, immediately prior to the creation of the Reserve, an easement and right-of-way in respect of the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance and possession of an electrical transmission line and all ancillary equipment utilized in the transmission of electricity in a portion of the Reserve land (hereinafter referred to as the "Prior Interest".)

**REPLACEMENT
INTEREST**

J. SaskPower agreed to discharge the Prior Interest in consideration of the agreement by Her Majesty, by and with the consent of the Band, to grant a replacement easement and right of way in the form and content of this Easement.

NOW THEREFORE, this Easement witnesseth that in consideration of the payment, covenants, and agreements hereinafter contained to be observed and performed by SaskPower, Her Majesty shall grant and convey unto and to SaskPower the right, liberty, licence, privilege and easement for SaskPower and its servants, officers, employees and agents to use and occupy a portion of the Reserve as a right-of way for an Electrical Transmission Line, such portion being a strip of land as more particularly described in Schedule A attached hereto, (which portion shall hereinafter be referred to as the "Right-of-Way") for the purpose of:

PURPOSE

(a) Using, occupying, replacing, removing, repairing, reconstructing, operating, maintaining, inspecting or possessing an Electrical Transmission Line and all structures, poles, wires, cables, anchors, pipes, conduits, apparatus and equipment in relation thereto, and all works necessary or appurtenances ancillary and useful in connection with or incidental to the construction, operation or maintenance of an Electrical Transmission Line (all of which shall hereinafter collectively be referred to as "the Works").

**CLEARING
THE RIGHT OF WAY**

(b) Clearing the Right-of-Way and keeping it cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter which might, in the reasonable opinion of SaskPower, interfere with or endanger the Works or any part thereof, or cause a disruption in service to SaskPower's customers.

For the purposes hereunder, SaskPower may, with the prior written consent of Her Majesty in consultation with the Band, which consent shall not be unreasonably withheld or delayed, cut trees immediately adjacent to the Right-of-Way, if in the reasonable opinion of SaskPower such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works.

**ACCESS TO AND FROM
THE RIGHT-OF-WAY**

- (c) Passing and repassing over existing Reserve roads and trails as may reasonably be required by SaskPower for access to and from the Right-of-Way; **PROVIDED THAT**, if no road and trail access to the Right-of-Way is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; **PROVIDED THAT**, such access as may be necessary in emergency situations shall be available to SaskPower without the prior approval of the route by the Council of the Band or of any Indian in possession of the land in which access is required or of any lessee or permittee having the right to use and occupy such land over which SaskPower requires to pass or repass for access to the Right-of-Way; **PROVIDED FURTHER**, that SaskPower shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Right-of-Way; and
- (d) Generally, doing all such acts or things on the Right-of-Way as may be reasonably necessary or incidental to the business of SaskPower in connection with all of the foregoing; all of which said rights, privileges, licenses, liberties and easement (hereinafter collectively be referred to as the "Easement Rights").

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Easement is authorized on the following terms and conditions:

TERM

1. (a) This Easement shall commence on the date the Instrument of Grant shall have issued in favour of the SaskPower, and shall continue for as long as the Easement is required by Sask Power for the Works, and, upon termination, if this Easement has been recorded in a provincial registry, Sask Power shall effect a discharge of the Easement from such registry.
- (b) On the expiration or termination of this Easement pursuant to this Agreement, the Right-of-Way shall thereupon revert to its former status as land set apart by Her Majesty for the use and benefit of the Band.

CONSIDERATION

2. It is acknowledged that Her Majesty and the Band agreed to the issuance of this replacement Easement without further consideration payable by SaskPower, save and except for any continuing obligation of SaskPower to make payments as may have been payable pursuant to the Prior Easement, which required payments, if any, are as follows:

NIL

Such payments, if any shall be made in legal tender of Canada without any deduction, defalcation or abatement and shall be forwarded to Her

Majesty for the use and benefit of the Band, at the address for service of notice herein.

- TAXES & LEVIES**
3. SaskPower shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Right-of-Way or Works pursuant to this Agreement save and except for:
- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and
 - (ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which SaskPower would otherwise be required to pay.
- LAWS & REGULATIONS**
4. SaskPower shall during the currency of this Easement, at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances, and regulations of every federal, band, provincial or municipal authority or agency concerning this Easement or the Works constructed within the Right-of-Way; provided that in the event any of the foregoing are not consistent with the spirit and intent of this Easement, Her Majesty, after consultation with the band, shall use Her best efforts to resolve such inconsistency. SaskPower will cooperate with Her Majesty in exercising Her best efforts.
- COMPLIANCE TO FED/
PROV STATUTES**
5. SaskPower shall comply with all federal and provincial statutes, regulations and standards pertaining to the construction, operation and maintenance of the Works within, upon or under the Right-of-Way, including without limiting the generality of the foregoing, the Canadian Environmental Protection Act and all other laws related to environmental protection as amended or replaced.
- ENVIRONMENTAL
REMEDIAL ACTION**
6. Should the Works and the operations of SaskPower on the Right-of-Way contribute to any detrimental environmental changes for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable Federal and Provincial legislation, SaskPower shall immediately undertake the required remedial action and pay the costs of such remedial action.
- DEBRIS REMOVAL**
7. SaskPower shall remove all garbage and debris from the Right-of-Way resulting from the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works.
- RESTORATION**
8. When the Right-of-Way is no longer required for the Works, SaskPower shall restore the Right-of-Way as near as reasonably possible to its

condition at the commencement of this Easement, including the removal of all improvements placed on the Right-of-Way; **PROVIDED THAT**, failing to so restore the said portion of the Right-of-Way within one year from the date of termination, Her Majesty may restore the said portion of the Right-of-Way to

Her Majesty's reasonable satisfaction and that all cost, expenses and damages incurred by Her Majesty with respect thereto, including administrative costs, shall be paid by SaskPower to Her Majesty forthwith.

NOTIFICATION OF ARTIFACTS

9. SaskPower shall immediately notify Her Majesty of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by SaskPower in the course of its operations on the Right-of-Way and shall continue its operations in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. SaskPower shall have no right, title or interest in any such artifact unearthed or discovered.

INDEMNIFICATION

10. (a) SaskPower shall at all times save harmless and indemnify and keep Her Majesty indemnified against and be responsible for any loss or damage suffered by Her Majesty, and all claims, demands, actions, suits or other legal proceedings by whomsoever made or brought against Her Majesty by reason of or arising out of:
- (i) the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection, or possession of the Works;
 - (ii) the escape, ignition or explosion from whatever cause whatsoever of electricity or electrical equipment from the Works on the Right-of-Way;
 - (iii) any act or omission on the part of SaskPower, its employees, servants and agents and their sub-contractors and its and their officers, servants, agents, or employees in respect of or in relation to the Works on the Right-of-Way including the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection, or possession;
- (b) SaskPower will at all times hereafter pay Her Majesty the amount of any loss or damage which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in subparagraphs (i) to (iii) inclusive of subclause 10(a) hereof, including administration and legal costs;
- (c) Her Majesty will not be liable to SaskPower for any loss or damage which may be suffered or sustained by SaskPower by reason or

arising out of any matter set forth in subparagraph (i) to (iii) inclusive of subclause 10(a) hereof.

- SURVEY MONUMENTS** 11. SaskPower shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which may take place on the Right-of-Way. Should any monuments be disturbed, damaged or destroyed, SaskPower shall, at its own expense, replace such monuments by a duly qualified Land Surveyor to the reasonable satisfaction of the Surveyor General of Canada Lands.
- LEGAL SURVEYS** 12. (a) SaskPower shall provide Her Majesty with any existing plan of survey disclosing the whereabouts of the Right-of-Way.
- (b) If no such plan of survey exists, SaskPower shall provide Her Majesty with any existing sketch plan, as built engineering report or similar document disclosing the whereabouts of the Right-of-Way.
- (c) SaskPower shall, at its own expense and in a timely manner, provide line locate upon the request of Her Majesty, any Band member or any person acting pursuant to their instructions.
- ADDITIONAL STRUCTURES** 13. (a) Her Majesty shall not, without the prior written consent of SaskPower which shall not be unreasonably withheld, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the Right-of-Way any pit, well, foundation, pavement or other structure or installation.
- (b) Her Majesty agrees to use Her best efforts to give Her officers, servants, agents or employees, notice of the location of SaskPower's Works and to prevent or avoid the occurrence of any act or omission on the Right-of-Way which may cause damage to SaskPower's property.
- ASSIGNMENT** 14. SaskPower shall not assign this Easement without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that SaskPower may assign the rights herein granted to a wholly owned subsidiary of SaskPower or to a wholly owned subsidiary of any parent corporation of SaskPower.
- FENCING** 15. SaskPower shall not fence the Right-of-Way, except for existing fences, or any part thereof, with the exception of transformer stations, and Her Majesty, members of the Band and any present or future lessees or permittees having any right to the Reserve lands on which the Right-of-Way has been granted, are to be allowed free access to the Right-of-Way and the use of the same except for:
- (a) making, placing, erecting or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth

on the Right-of-Way which, in the reasonable opinion of SaskPower, might interfere with or endanger the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works or any parts thereof which or might obstruct access by SaskPower, its servants or agents to the Works or any part thereof; or

(b) doing any act or thing which might, in the reasonable opinion of SaskPower, interfere with the Easement Rights or interfere with or injure the Works or any part thereof.

**EXPLORATION AND
REMOVAL OF
MINERALS**

16. Subject to the provisions of subclause 13(a), Her Majesty may, subject to such conditions as She may deem proper for the protection of the Easement hereby granted to SaskPower, grant to any individual or company the right to enter upon the Right-of-Way to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Right-of-Way such equipment as may be required for such operations.

MINERALS

17. Nothing herein contained shall be deemed to vest in SaskPower any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Right-of-Way except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement, reconstruction or repair of the Works; PROVIDED THAT, in digging to establish the Works, should any valuable minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by SaskPower, or any of its servants, officers, employees, agents, contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in SaskPower and minerals so discovered or found shall not be carried away but shall be handed over to the Minister's Representative at Her Majesty's expense.

**RESTRICTION
OF RIGHTS**

18. This Easement hereby granted does not include the right to place upon the Right-Of-Way any buildings, warehouses, or storage facilities or any permanent improvement, except such of the foregoing structures which are required ancillary and necessarily incidental to the Works which shall, subject to preference being given to off reserve locations, be permitted to be placed upon the Right-Of-Way. The paragraph shall have no application to any buildings, warehouses, storage facilities or permanent improvement located on the Right-Of-Way at the date of this Easement.

INSPECTION

19. SaskPower shall keep the Right-of-Way affected by the Works in a condition reasonably satisfactory to Her Majesty who may order SaskPower to carry out such measures as are necessary for the keeping of the Right-of-Way in a condition reasonably satisfactory to Her Majesty, and, it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the Right-of-Way for the purposes of examining the condition thereof.

- REMOVAL OF WORKS** 20. (a) On the expiration or sooner termination of this Easement, Her Majesty shall have the right within sixty (60) days after such expiration, or sooner termination thereof, to give notice to SaskPower to remove the Works from the Right-of-Way at its own expense.
- (b) In the event SaskPower does not remove the Works within three hundred sixty-five (365) days of the receipt of notice to do so, Her Majesty may in Her sole discretion take such steps as in Her Majesty's opinion are necessary to remove the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the Works and loss of use, including administrative costs, shall be paid forthwith by SaskPower to Her Majesty absolutely without payment or other consideration to SaskPower;
- (c) In the event SaskPower removes the Works from the Right-of-Way, SaskPower will pay reasonable compensation for damage caused to the Right-of-Way or to the Reserve lands arising out of SaskPower's removal of the Works from the Right-of-Way.

WAIVER 21. No waiver on behalf of Her Majesty or SaskPower of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the rights of Her Majesty with respect to any other future breach.

NUISANCE 22. Where, as a result of any act or omission of SaskPower, its servants, officers, employees or agents, relative to this Easement, a nuisance exists on the Right-of-Way, Her Majesty may, by written notice, order SaskPower to abate the nuisance; if SaskPower fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and SaskPower shall be liable for the cost thereof, including administrative costs, and such costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown; **PROVIDED THAT**, the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works on the Right-of-Way shall not of themselves constitute a nuisance within the meaning of this clause.

SERVICE OF NOTICE 23. Whenever in this Easement it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by prepaid registered mail to Her Majesty at the following address:

Director,
Lands and Trust Services
Department of Indian Affairs and Northern Development
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

and to SaskPower at the following address:

Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan S4P 0S1
Attention: Manager, Land Department
cc: General Counsel

and if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is earlier. In the event of postal disruption or an anticipated postal disruption, notices shall not be served by mail but shall be served by registered courier and deemed served on the day received. A change of address by either party may be given to the other in accordance with this provision.

COMPENSATION FOR DAMAGES

24. Notwithstanding anything in this Easement, SaskPower shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to improvements, crops, hay, or livestock, arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Right-of-Way and the exercise of the right and privilege hereby authorized in accordance with SaskPower's compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

DISPUTE RESOLUTION

25. Any dispute or disagreement as to money payable hereunder or as to any environmental damage may be referred to a court of competent jurisdiction for disposition. Notwithstanding the foregoing, the parties agree to negotiate in good faith, a resolution of any such dispute or disagreement prior to referring the matter to the court.

REGISTRATION

26. In accordance with Section 21 of the Indian Act, an original of this Easement, upon receipt of a registered plan of survey, will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario.

NON-ENTITLEMENT

27. No member of the House of Commons shall be entitled to any share or part of the within Agreement or to any benefit to arise therefrom.

QUIET POSSESSION

28. SaskPower, performing and observing the covenants and conditions on its part to be performed and observed, shall peaceably hold and enjoy the Easement herein granted without hindrance, molestation or interruption on the part of Her Majesty.

PRIOR RIGHTS

29. Subject to clause 28 this Easement is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario.

- MARGINAL NOTES** 30. The parties hereto covenant and agree that the headings and marginal notes are included in this Easement only for convenience and do not form part of the covenants, provisos and agreements herein contained.
- BREACH OF OBLIGATION** 31. If SaskPower fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give SaskPower notice of breach of covenant and if SaskPower fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as SaskPower may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by SaskPower, it shall be lawful for Her Majesty, without further notice, to declare this Easement terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from SaskPower any monies owing and moreover any right of action by Her Majesty against SaskPower in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.
- DISPOSITION OF INTEREST** 32. Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of SaskPower Easement in favour of SaskPower.
- TIME OF ESSENCE** 33. Time is of the essence.
- SINGULAR/PLURAL REFERENCE** 34. In this Easement any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.

AND IT IS FURTHER AGREED that this Easement shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada has hereunto set his hand this _____ day of _____, A.D. 20___, and SaskPower has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____, A.D. 20__.

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**, as represented by
the Minister, Department of Indian Affairs
and Northern Development

Witness

Per: _____
For and on behalf of the Minister

**SASKATCHEWAN POWER
CORPORATION**

(Corporate Seal)

Per: _____
GENERAL COUNSEL

SAMPLE

APPENDIX P

TELECOMMUNICATION TRANSMISSION SYSTEM EASEMENT

THIS AGREEMENT made in quadruplicate this ____ day of _____, 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

(hereinafter referred to as "Her Majesty")

OF THE FIRST PART

AND

SASKATCHEWAN TELECOMMUNICATIONS

a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan

(hereinafter referred to as "the Corporation")

OF THE SECOND PART

WHEREAS:

RESERVE

A. The _____ Indian Reserve No. _____ (hereinafter referred to as "the Reserve") is a Reserve within the meaning of the Indian Act, Revised Statutes of Canada, 1985, c.1-5, as amended from time to time (is hereinafter referred to as "the Act").

BAND

B. The _____ Band of Indians is a Band as defined pursuant to Section 2(a) of the Indian Act (hereinafter referred to as "the Band").

AUTHORITY

C. Her Majesty has agreed to recommend, pursuant to Section 35 of the Act, the issuance of the Governor-in-Council's Order authorizing the grant of an Easement to the Corporation for purposes hereinafter described.

BCR

D. The Council of the Band (hereinafter referred to as "the Band Council"), has by Resolution No. _____, dated _____, 20__ , duly passed, consented to the granting to the Corporation of this Easement.

- ORDER-IN-COUNCIL E. Order-in-Council P.C. _____ dated _____, 20____, has authorized the Minister of Indian Affairs and Northern Development to execute this Agreement and has authorized the grant of an easement in favour of the Corporation in accordance with the terms and conditions hereinafter set forth.
- MINISTER F. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.
- MINISTER'S REPRESENTATIVE G. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, Saskatchewan Region.
- TELECOMMUNICATION TRANSMISSION SYSTEM H. For the purposes of this Easement "Telecommunication Transmission System" means facilities of the Corporation consisting exclusively of inter-exchange circuits, such facilities including, without limitation, buried telecommunication cable and aerial facilities.
- RIGHTS REQUESTED I. The Corporation has applied for certain rights over the Reserve lands for the purposes of installing, and maintaining a Telecommunication Transmission System.
- BURIED TELECOMMUNICATION CABLE J. For the purpose of this Easement, buried telecommunications cable includes telecommunications cable and all ancillary couplings, lines, wires and apparatus which are required for a Telecommunication Transmission System.
- AERIAL FACILITIES K. For the purpose of this Easement, aerial facilities includes telephone poles, cross arms, guide wires, anchors and other attachments and fittings as necessary which are required for a Telecommunication Transmission System.
- AUTHORITY FOR RIGHT AUTHORIZED **NOW THEREFORE**, this Agreement witnesseth that in consideration of the payment, covenants and agreements hereinafter contained to be observed and performed by the Corporation, Her Majesty shall grant and convey unto the Corporation, in accordance with the terms and conditions hereof, an easement within, upon, under and across a portion of the Reserve more particularly described in Schedule "A" attached hereto, (hereinafter referred to as the "Right-of-Way").
- Such easement to consist of the right, license, liberty and privilege to the Corporation for itself, its employees, servants and agents, and successors to use and occupy the Right-of-Way for a Telecommunication Transmission System including the following rights:
- PURPOSE (a) Surveying, excavating, installing, placing, constructing, operating, maintaining, repairing and inspecting underground buried

telecommunications cables and aerial facilities for a Telecommunications Transmission System together with all apparatus and appurtenances thereto, (hereinafter collectively referred to as the "Works"), and patrolling the Right-of-Way in connection with or incidental to the Works on, under and over a portion of the Reserve.

- | | | |
|---------------------------------|-----|---|
| CLEARING THE RIGHT-OF-WAY | (b) | Clearing the Right-of-Way and keeping it cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter on the Right-of-Way which might, in the reasonable opinion of the Corporation, interfere with or endanger the Works or any parts thereof, or cause a disruption in service to the Corporation's customers. |
| TREES THAT MAY DAMAGE THE WORKS | (c) | For the purposes of this Easement, the Corporation may cut trees immediately adjacent to the Right-of-Way if in the reasonable opinion of the Corporation such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works. |
| INGRESS/EGRESS | (d) | Passing and repassing over existing Reserve roads and trails as may reasonably be required by the Corporation for access to and from the Right-of-Way; PROVIDED THAT , if no road and trail access to the Right-of-Way is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; PROVIDED THAT , such access as may be necessary in emergency situations shall be available to the Corporation without the prior approval of the route by the Council of the Band or of any Indian in possession of the land in which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or repass for access to the Right-of-Way; PROVIDED FURTHER , that the Corporation shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Right-of-Way; and |
| | (e) | Generally, doing all such acts or things on the Right-of-Way as may be reasonably necessary or incidental to the business of the Corporation in connection with all of the foregoing; |

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Agreement is granted on the following terms and conditions:

- | | | | |
|------|----|-----|--|
| TERM | 1. | (a) | This Easement shall commence on the date the Instrument of Grant shall have issued in favour of the Corporation, and shall continue for as long as the Easement is required by the Corporation for the Works, and, upon termination, if this Easement has been recorded in a provincial registry, the Corporation shall effect a discharge of the Easement from such registry. |
|------|----|-----|--|

(b) On the expiration or termination of this Easement pursuant to this Agreement, the Right-of-Way shall thereupon revert to its former status as land set apart by Her Majesty for the use and benefit of the Band.

CONSIDERATION 2. As consideration for the granting of this Easement, the Corporation shall pay, on or before the execution hereof, the sum of _____ (\$_____) payable to the Receiver General for Canada in lawful tender of Canada for the use and benefit of the Band (receipt and sufficiency of which payment is hereby acknowledged).

TAXES & LEVIES 3. The Corporation shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Right-of-Way pursuant to this Agreement save and except for:

(i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and

(ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which the Corporation would otherwise be required to pay.

LAWS & REGULATIONS 4. The Corporation shall during the currency of this Agreement at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances and regulations of every federal, band, provincial or municipal authority or agency concerning this Agreement or the Works constructed within the Right-of-Way.

ENVIRONMENTAL COMPLIANCE 5. The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the construction, operation and maintenance of the Works, within, upon or under the Right-of-Way, including without limiting the generality of the foregoing, the Canadian Environmental Protection Act and all other laws related to environmental protection as amended or replaced.

ENVIRONMENTAL REMEDIAL ACTION 6. Should the Works and the operations of the Corporation on the Right-of-Way contribute to any detrimental environmental changes for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable federal and provincial legislation, the Corporation hereby agrees to undertake the required remedial action and pay the costs of such remedial action.

- DEBRIS REMOVAL 7. The Corporation shall remove all garbage and debris from the Right-of-Way as the construction of the Works progresses.
- RESTORATION 8. When the Right-of-Way is no longer required for the Works purposes, the Corporation shall restore those portions of the Right-of-Way which have been affected by the Works as nearly as reasonably possible to its condition at the commencement of this Agreement, including the removal of the aboveground portion of the Works placed on the Right-of-Way; **PROVIDED THAT**, failing to so restore the said portions of the Right-of-Way within one year from the date of termination, Her Majesty may restore the said portions of the Right-of-Way to Her reasonable satisfaction and that all costs, expenses and damages incurred by Her Majesty with respect thereto, including administration and legal costs, shall be paid by the Corporation to Her Majesty forthwith.
- ARTIFACT NOTIFICATION 9. The Corporation shall immediately notify Her Majesty and the Band of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its operations on the Right-of-Way and shall continue its operation in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. The Corporation shall have no right, title or interest in any such artifact unearthed or discovered.
- DISTURBANCE OF DRAINAGE 10. The Corporation shall not disturb or divert natural drainage on the Right-of-Way.
- DISTURBED MONUMENTS 11. The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which may take place on the Right-of-Way. Should any monuments be disturbed, damaged or destroyed, the Corporation shall, at its own expense, replace such monuments by a duly qualified Land Surveyor to the reasonable satisfaction of the Surveyor General of Canada Lands.
- REMOVAL OF SAND, GRAVEL, ETC. 12. The Corporation shall not remove any sand, gravel, clay, stone or topsoil from the Right-of-Way except with the prior written consent and on such terms and conditions as may be prescribed by Her Majesty.
- STRIPPING & STOCKPILING 13. Subject to paragraph 12 hereof, all stripping, and stockpiling and replacement of topsoil shall be to the reasonable satisfaction of Her Majesty.
- INDEMNIFICATION 14. (a) The Corporation shall, at all times hereafter, indemnify and save harmless and keep Her Majesty indemnified from and against and shall be responsible for all claims, demands, actions, suits or other legal proceedings by whomever made or brought against Her Majesty by reason of or arising out of any act or omission or negligence on the part of the Corporation, its officers, servants,

agents or employees in respect of or in relation to this Agreement or to the Works, including the surveying, installation, placement, construction, operation, maintenance, repair, inspection and patrolling of the Works.

- (b) The Corporation shall, at all times hereafter, pay to Her Majesty upon thirty (30) days notice, the amount of any loss or damage which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in subparagraph (a) of this paragraph, including administration and legal costs.

WELLS AND
ADDITIONAL
STRUCTURES ON
RIGHT-OF-WAY

- 15. Her Majesty shall not, without having obtained the prior written consent of the Corporation, which shall not be unreasonably withheld, and without having requested the actual location of the Works from the Corporation, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under those portions of the Right-of-Way affected by the Works any pit, well, foundation, pavement or other structure or installation, including without limiting the generality of the foregoing, the exploration, searching and removal of petroleum, natural gas and minerals.

EXCEPTION TO
ACCESS

- 16. Her Majesty, members of the Band and any present or future lessee or permittee having any right to the Reserve lands on which this Agreement has been authorized are to be allowed free access to the Right-of-Way and the use of the same except for:
 - (a) making, placing, erecting, or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on those portions of the Right-of-Way affected by the Works which, in the opinion of the Corporation, might interfere with or endanger the surveying, excavation, installation, placement, construction, operation, maintenance, repairing, inspection and patrolling of the Works or any parts thereof or might obstruct access by the Corporation's servants or agents, or
 - (b) doing any act or thing which might, in the opinion of the Corporation, interfere or injure the Works or any parts thereof.

TITLE TO
MINERALS

- 17. Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Right-of-Way except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement, reconstruction or repair of the Works. PROVIDED THAT, in digging to establish the Works, should any minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by the Corporation, or any of its servants, employees or agents and title to such discovery or findings

shall not vest nor be deemed to vest in the Corporation, and any minerals discovered or found shall not be carried away.

PRIOR
ENCUMBRANCES

18. The Corporation acknowledges that the rights or privileges hereby authorized are subject to any encumbrance heretofore authorized or made by Her Majesty. The Corporation agrees to accept its rights and privileges subject to such other interest as may now exist, and to save harmless and indemnify Her Majesty from any claim or claims that may be made in respect thereof. PROVIDED HOWEVER, that Her Majesty shall, upon the written request of the Corporation, provide such information respecting existing encumbrances of any kind whatsoever that may interfere with the construction and operation of the Works as may be recorded in the Indian Lands Registry.

EXPLORATION AND
REMOVAL OF
MINERALS

19. Subject to the provisions of paragraph 15 herein, Her Majesty may, subject to such conditions as She may deem proper for the protection of the right hereby authorized to the Corporation, grant to any individual or company the right to enter upon the Right-of-Way to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Right-of-Way such equipment as may be required for such operations.

RESTRICTION OF
RIGHTS

20. Subject to subparagraph (a) page 2 hereof, the Agreement hereby authorized does not include the right to place upon the Right-of-Way any buildings, warehouses, or storage facilities or any permanent structure, without the prior written consent of Her Majesty and payment of fair market value compensation. For purposes of greater certainty, it is agreed by Her Majesty and the Corporation that any structure of the Corporation used to house telecommunications facilities ancillary to a Telecommunication Transmission System which structure is not affixed to the Right-of-Way other than by way of being attached to wooden skids resident upon a gravel base on the surface of the Right-of-Way shall not, for the purposes of this Agreement, be considered a permanent structure.

ASSIGNMENTS

21. The rights, liberties and privileges authorized by this Agreement shall not be assigned or otherwise transferred without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that the Corporation may assign the rights herein granted to a wholly owned subsidiary of the Corporation or to a wholly owned subsidiary of any parent corporation of the Corporation or to any successor to the Corporation that may be providing telecommunications service on the Reserve and will notify Her Majesty accordingly.

LEGAL SURVEYS

22. The Corporation shall, at its own expense, be responsible to survey the Right-of-Way and to supply a copy of the registered plan of survey to Her Majesty within two (2) years from the date of execution of this Easement. Provided that nothing in this Agreement shall require the Corporation to obtain any approval or consent to install within the Right-of-Way reinforcement facilities nor the location or route of such

facilities. However, the Corporation shall endeavour to provide prior reasonable notice to the Band Council of its intention to enter upon the Right-of-Way for the purpose of installation of such reinforcement facilities.

22.1 For the purpose of this Agreement reinforcement facilities are those facilities of the Corporation:

- (a) installed within five (5) metres of existing Works and within the Right-of Way; and
- (b) used by the Corporation for a Telecommunication Transmission System.

22.2 All provisions of this Agreement, other than as modified by this paragraph 22, shall apply to the installation by the Corporation of reinforcement facilities.

FENCING 23. The Corporation shall not fence any portion of the Reserve including the Right-of-Way occupied by the Works, without prior written consent of Her Majesty which consent shall not be unreasonably withheld.

FENCING MAINTENANCE 24. The Corporation shall be responsible, during the currency of this Agreement, for the upkeep of all fences which are or may hereafter be erected by the Corporation in accordance with paragraph 23 hereof.

INSPECTION 25. The Corporation shall keep those portions of the Right-of-Way affected by the Works in a condition reasonably satisfactory to Her Majesty who may order the Corporation to carry out such measures as are necessary for the keeping of the said portions of the Right-of-Way in a condition reasonably satisfactory to Her Majesty and it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the said portions of the Right-of-Way for the purposes of examining the condition thereof.

REMOVAL OF WORKS 26. (a) On the expiration or sooner termination of this Agreement or upon notification that "the Works" are no longer being used for the purposes permitted by this Agreement, the aboveground portion of the Works will be removed at the Corporation's expense, unless within sixty (60) days after such expiration, or sooner termination or notification, Her Majesty in consultation with the Band requests that the Works remain, and the Corporation agrees that the Works can remain.

(b) In the event the Corporation does not remove the above ground portion of the Works, within one hundred and eighty (180) days of the receipt of notice to do so, Her Majesty may, in Her sole discretion, take such steps as in Her Majesty's opinion, acting reasonably, are necessary to remove the above ground portion

of the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the above ground portion of the Works, including administration costs, shall be paid forthwith by the Corporation to Her Majesty absolutely without payment or other consideration to the Corporation.

- (c) In the event the Corporation removes the above ground portion of the Works from the Right-of-Way, the Corporation will pay reasonable compensation for damage caused to the Right-of-Way arising out of the Corporation's removal of the above ground portion of the Works from the Right-of-Way.

WAIVER 27. No waiver on behalf of Her Majesty or the Corporation of any breach shall take place or be binding unless the same be expressed in writing and any waiver shall not be deemed to be a general waiver, or to limit or affect the right of Her Majesty or the Corporation with respect to any other future breach.

NUISANCES 28. Where, as a result of any act or omission of the Corporation, its employees, servants or agents, relative to this Agreement, a nuisance exists on the Right-of-Way, Her Majesty may, by written notice, order the Corporation to abate the nuisance; if the Corporation fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and the Corporation shall be liable for the cost thereof and such costs including administration costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown. PROVIDED THAT the construction, operation and maintenance of the Works on the Right-of-Way shall not of themselves constitute a nuisance within the meaning of this paragraph.

LOSS OR DAMAGES 29. Notwithstanding anything in this Agreement, the Corporation shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to improvements, crops, hay or livestock arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Right-of-Way and the exercise of the right and privilege hereby authorized in accordance with the Corporation's compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

SERVICE OF NOTICE 30. Whenever in this Agreement it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by registered mail to Her Majesty at the following address:

Director, Lands & Trust Services
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

and to the Corporation at the following address:

Saskatchewan Telecommunications
2121 Saskatchewan Drive
Regina, Saskatchewan S4P 3Y2
Attention: Vice President and Corporate Counsel

and, if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is the earlier.

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|-------------------------|--|
| QUIET POSSESSION | 31. The Corporation performing and observing the covenants and conditions on its part to be performed and observed shall peaceably hold and enjoy the rights, liberties and privileges herein authorized without hindrance, molestation or interruption on the part of Her Majesty. |
| PRIOR RIGHTS | 32. Subject to clause 31, this Easement is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario. |
| BREACH OF COVENANT | 33. If the Corporation fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give the Corporation notice of breach of covenant and if the Corporation fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as the Corporation may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by the Corporation, it shall be lawful for Her Majesty, without further notice, to declare this Agreement terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Corporation any monies owing and moreover any right of action by Her Majesty against the Corporation in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced. |
| DISPOSITION OF INTEREST | 34. Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of Corporation Easement in favour of the Corporation. |
| DISPUTE RESOLUTION | 35. Any dispute or disagreement as to compensation or environmental damage, shall be referred to a court of competent jurisdiction for disposition. |

- REGISTRATION 36. In accordance with Section 21 of the Indian Act, an original of this Agreement, upon receipt of a registered plan of survey, will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario.
- NON-ENTITLEMENT 37. No member of the House of Commons shall be entitled to any share or part of the within agreement or to any benefit to arise therefrom.
- SINGULAR/PLURAL REFERENCE 38. In this Agreement any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.
- TIME OF ESSENCE 39. Time shall be of the essence.
- MARGINAL NOTES 40. The parties hereto covenant and agree that the headings and marginal notes are included in this Agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

AND IT IS FURTHER AGREED that this Agreement shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed these presents this ____ day of _____, 20 __, and the Corporation has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____ 20 __.

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

in the presence of

Witness

Per: _____
For and on behalf of the Minister
Director Land and Trust Services

**SASKATCHEWAN
TELECOMMUNICATIONS**

Per: _____
Assistant Secretary

APPENDIX Q

TELECOMMUNICATION DISTRIBUTION SYSTEM PERMIT

THIS AGREEMENT made in quadruplicate this ____ day of _____, 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Her Majesty")

OF THE FIRST PART

AND

SASKATCHEWAN TELECOMMUNICATIONS

a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan
(hereinafter referred to as "the Corporation")

OF THE SECOND PART

WHEREAS:

RESERVE

A. The _____ Indian Reserve No. _____ is a Reserve within the meaning of the Indian Act, Revised Statutes of Canada, 1985, c.I-5, as amended from time to time and is hereinafter referred to as "the Reserve"; which has been set apart for the use and benefit of the _____ Band of Indians.

BAND

B. The _____ Band of Indians is a Band as defined pursuant to Section 2(a) of the Indian Act (hereinafter referred to as "the Band").

BCR

C. The Council of the Band (hereinafter referred to as "the Band Council"), has by Resolution No. _____, dated _____, 19__ duly passed, consented to the granting of this Permit.

MINISTER

D. The Minister as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.

MINISTER'S REPRESENTATIVE

E. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, Saskatchewan Region.

TELECOMMUNICATION DISTRIBUTION SYSTEM

F. For the purposes of this Permit "Telecommunication Distribution System" means facilities of the Corporation used to provide telecommunication services to residents of Saskatchewan within a telecommunication exchange area of which the Reserve is a part, such facilities including, without limitation,

buried telecommunications cable and aerial facilities. For greater certainty, a Telecommunication Distribution System does not include a telecommunication transmission system. A telecommunication transmission system means facilities of the Corporation consisting exclusively of interexchange circuits.

RIGHTS REQUESTED G. The Corporation has applied for certain rights over the Reserve lands for the purposes of installing, and maintaining a Telecommunications Distribution System.

BURIED
TELECOMMUNICATION
CABLE

H. For the purpose of this Permit, buried telecommunications cable includes telecommunications cable and all ancillary couplings, lines, wires and apparatus which are required to provide telephone service to any applicant on or off the Reserve.

AERIAL FACILITIES

I. For the purpose of this Permit, aerial facilities include telephone poles, cross arms, guide wires, anchors and other attachments and fittings as necessary which are required to provide telephone service to any applicant on or off the Reserve.

AUTHORITY FOR
RIGHT AUTHORIZED

NOW THEREFORE, this Permit witnesseth that the Minister, on behalf of Her Majesty, by virtue of the authority vested in him pursuant to Section 28(2) of the Indian Act, Chapter I-5, Revised Statutes of Canada 1985, does hereby grant unto the Corporation, its servants, employees and agents, the right, liberty and privilege from time to time to use and occupy the Reserve for a Telecommunication Distribution System on, over, under and across the Reserve (hereinafter referred to as the "Permit Area") for the following purposes:

PURPOSE

(a) Surveying, excavating, installing, placing, constructing, operating, maintaining, repairing and inspecting underground buried telecommunications cables and aerial facilities for a Telecommunications Distribution System together with all apparatus and appurtenances thereto, including reinforcement facilities, (hereinafter collectively referred to as the "Works"), extensions and additions to the Works, and patrolling the Permit Area in connection with or incidental to the Works on, under and over a portion of the Reserve.

CLEARING THE
PERMIT AREA

(b) Clearing the Permit Area and keeping it cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter on the Permit Area which might, in the reasonable opinion of the Corporation, interfere with or endanger the Works or any parts thereof, or cause a disruption in service to the Corporation's customers.

TREES THAT MAY
DAMAGE THE WORKS

(c) For the purposes of this Permit, the Corporation may cut trees immediately adjacent to the Permit Area if in the reasonable opinion of the Corporation such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works.

INGRESS/EGRESS

- (d) Passing and repassing over existing reserve roads and trails as may be reasonably required by the Corporation for access to and from those portions of the Permit Area affected by the Works; **PROVIDED THAT** if no road and trail access to the said portions of the Permit Area is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; **PROVIDED THAT** such access as may be necessary in emergency situations shall be available to the Corporation without the prior approval of the route by the Council of the Band or of any Indian in possession of the land to which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or repass for access to those portions of the Permit Area affected by the Works. **PROVIDED FURTHER** that the Corporation shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the said portions of the Permit Area; and
- (e) Generally, doing all such acts or things on those portions of the Permit Area affected by the Works as may be reasonably necessary or incidental to the business of the Corporation in connection with all of the foregoing.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Permit is authorized on the following terms and conditions:

PERIOD

- 1. (a) This Permit shall commence on the date of execution of this Permit and the period shall continue for as long as the Permit rights are required by the Corporation for the Works; and, upon termination, if the Permit has been recorded in any provincial registry, the Corporation shall effect a discharge of the Permit from such record.
- (b) In the event that in a judgment of the Supreme Court of Canada, or the final Appellate Court of any Province of Canada from which no appeal has been taken, it is established that a Permit issued under the authority of subsection 28(2) of the Indian Act could not be granted by the Minister with the Bands consent for an indefinite period, or in the event that the Parliament of Canada has not enacted legislation providing for the granting by the Minister of a Permit under subsection 28(2) of the Indian Act for an indefinite period, then the period of this Permit shall be deemed to be for a period commencing on the date of execution of this permit and terminating upon expiration of 49 years and notice in writing to that effect shall be given to the Corporation by Her Majesty. In such circumstances, this Permit may be renewed for an additional period of 49 years with the prior consent of the Council of the Band, such consent shall not be unreasonably withheld.

CONSIDERATION

- 2. The Corporation shall pay, on or before the execution of this agreement, the sum of One (\$1.00) Dollar to the Receiver General for Canada in lawful tender

of Canada(the receipt and sufficiency of which payment is hereby acknowledged) for the use and benefit of the Band and as further consideration for the issuance of this Permit the Corporation shall, in accordance with the Corporation's usual practices, make telecommunication service available to applicants on the Reserve.

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| RESTRICTION OF RIGHTS | 3. | This Permit is given under subsection 28(2) of the <u>Indian Act</u> , RSC 1985, Chapter I-5, and the rights given hereby shall be construed as a Permit only and shall not be deemed to grant, convey or confer on the Corporation any right <u>in rem</u> or any estate or interest in the title to the Permit Area. |
| AUTHORIZED RIGHTS | 4. | Notwithstanding anything contained in this Permit, the Corporation on behalf of itself, its officers, agents, tenants, licensees and invitees acknowledges and agrees that this Permit does not create any right of tenancy or any possessory rights of exclusive use or occupation by implication or otherwise and does not confer or give rise to any greater right upon the Corporation, its officers, servants, agents, tenants, licensees and invitees than the Minister is authorized to confer by subsection 28(2) of the <u>Indian Act</u> . |
| TAXES & LEVIES | 5. | <p>The Corporation shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Permit Area or Works pursuant to this Permit save and except for:</p> <ul style="list-style-type: none">(i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and(ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which the Corporation would otherwise be required to pay. |
| LAWS & REGULATIONS | 6. | The Corporation shall during the currency of this Permit at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances and regulations of every federal, band, provincial or municipal authority or agency concerning this Permit or the Works constructed within the Permit Area. |
| ENVIRONMENTAL COMPLIANCE | 7. | The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the construction, operation and maintenance of the Works, within, upon or under the Permit Area, including without limiting the generality of the foregoing, the <u>Canadian Environmental Protection Act</u> and all other laws related to environmental protection as amended or replaced. |
| ENVIRONMENTAL REMEDIAL ACTION | 8. | Should the Works and the operations of the Corporation on the Permit Area contribute to any detrimental environmental changes for which the Minister |

considers remedial action is necessary in accordance with regulations and standards established by applicable federal and provincial legislation, the Corporation hereby agrees to undertake the required remedial action and pay the costs of such remedial action.

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| DEBRIS REMOVAL | 9. | The Corporation shall remove all garbage and debris from the Permit Area as the construction of the Works progresses. |
| RESTORATION | 10. | When the Permit Area is no longer required for the Works purposes, the Corporation shall restore those portions of the Permit Area which have been affected by the Works as nearly as reasonably possible to its condition at the commencement of this Permit, including the removal of the aboveground portion of the Works placed on the Permit Area; PROVIDED THAT , failing to so restore the said portions of the Permit Area within one year from the date of termination, Her Majesty may restore the said portions of the Permit Area to Her reasonable satisfaction and that all costs, expenses and damages incurred by Her Majesty with respect thereto, including administration and legal costs, shall be paid by the Corporation to Her Majesty forthwith. |
| ARTIFACT NOTIFICATION | 11. | The Corporation shall immediately notify Her Majesty and the Band of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its operations on the Permit Area and shall continue its operation in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. |
| DISTURBANCE OF DRAINAGE | 12. | The Corporation shall not disturb or divert natural drainage on the Permit Area. |
| DISTURBED MONUMENTS | 13. | The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which may take place on the Permit Area. Should any monuments be disturbed, damaged or destroyed, the Corporation shall, at its own expense, replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Surveyor General of Canada Lands. |
| REMOVAL OF SAND, GRAVEL, ETC. | 14. | The Corporation shall not remove any sand, gravel, clay, stone or topsoil from the Permit Area except with the prior written consent and on such terms and conditions as may be prescribed by Her Majesty. |
| STRIPPING & STOCKPILING | 15. | Subject to paragraph 14 hereof, all stripping, and stockpiling and replacement of topsoil shall be to the reasonable satisfaction of Her Majesty. |
| INDEMNIFICATION | 16. | (a) The Corporation shall, at all times hereafter, indemnify and save harmless and keep Her Majesty indemnified from and against and shall be responsible for all claims, demands, actions, suits or other legal proceedings by whomever made or brought against Her Majesty by reason of or arising out of any act or omission or negligence on the part of the Corporation, its officers, servants, agents or employees in respect of or in relation to this Permit or to the Works, including the |

surveying, installation, placement, construction, operation, maintenance, repair, inspection and patrolling of the Works.

- (b) The Corporation shall, at all times hereafter, pay to Her Majesty upon thirty (30) days notice, the amount of any loss or damage which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in subparagraph (a) of this paragraph, including administration and legal costs.

WELLS AND
ADDITIONAL STRUCTURES
ON PERMIT AREA

- 17. Her Majesty shall not, without having obtained the prior written consent of the Corporation, which shall not be unreasonably withheld, and without having requested the Actual location of the Works from the Corporation, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under those portions of the Permit Area affected by the Works any pit, well, foundation, pavement or other structure or installation, including without limiting exploration, searching and removal of petroleum, natural gas and minerals.

EXCEPTION TO ACCESS

- 18. Her Majesty, members of the Band and any present or future lessee or permittee having any right to the Reserve lands on which this Permit has been authorized are to be allowed free access to the Permit Area and the use of the same except for:

- (a) making, placing, erecting, or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on those portions of the Permit Area affected by the Works which, in the opinion of the Corporation, might interfere with or endanger the surveying, excavation, installation, placement, construction, operation, maintenance, repairing, inspection and patrolling of the Works or any parts thereof or might obstruct access by the Corporation's servants or agents, or
- (b) doing any act or thing which might, in the opinion of the Corporation, interfere or injure the Works or any parts thereof.

TITLE TO MINERALS

- 19. Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Permit Area except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement, reconstruction or repair of the Works. PROVIDED THAT, in digging to establish the Works, should any minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by the Corporation, or any of its servants, employees or agents and title to such discovery or findings shall not vest nor be deemed to vest in the Corporation, and any minerals discovered or found shall not be carried away.

PRIOR
ENCUMBRANCES

- 20. The Corporation acknowledges that the rights or privileges hereby authorized are subject to any encumbrance heretofore authorized or made by Her Majesty. The Corporation agrees to accept its rights and privileges subject to

such other interest as may now exist, and to save harmless and indemnify Her Majesty from any claim or claims that may be made in respect thereof. PROVIDED HOWEVER, that Her Majesty shall, upon the written request of the Corporation, provide such information respecting existing encumbrances of any kind whatsoever that may interfere with the construction and operation of the Works as may be recorded in the Indian Land Registry.

EXPLORATION AND
REMOVAL OF
MINERALS

21. Subject to the provisions of paragraph 17 herein, Her Majesty may, subject to such conditions as She may deem proper for the protection of the right hereby authorized to the Corporation, grant to any individual or company the right to enter upon the Permit Area to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Permit Area such equipment as may be required for such operations.

RESTRICTION
OF RIGHTS

22. Subject to subparagraph (a) page 2 hereof, the Permit hereby authorized does not include the right to place upon the Permit Area any buildings, warehouses, or storage facilities or any permanent structure, without the prior written consent of Her Majesty. For purposes of greater certainty, it is agreed by Her Majesty and the Corporation that any structure of the Corporation used to house telecommunications facilities ancillary to a Telecommunications Distribution System which structure is not affixed to the Permit Area other than by way of being attached to wooden skids resident upon a gravel base on the surface of the Permit Area shall not, for the purposes of this Agreement, be considered a permanent structure.

ASSIGNMENTS

23. The rights, liberties and privileges authorized by this Permit shall not be assigned or otherwise transferred without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that the Corporation may assign the rights herein granted to a wholly owned subsidiary of the Corporation or to a wholly owned subsidiary of any parent corporation of the Corporation or to any successor to the Corporation that may be providing telecommunications service on the Reserve.

SKETCH PLANS

24. The Corporation shall submit sketch plans to the Minister's Representative and the Band Council of that part of the Reserve occupied from time to time by the Works, extensions and additions to the Works and reinforcement facilities. The location and route of extensions and additions to the Works shall be determined by mutual agreement between the Corporation and the Band Council, with notice to Her Majesty. Provided that nothing in this Agreement shall require the Corporation to obtain any approval or consent to install upon the Reserve reinforcement facilities nor for the location or route of such facilities. HOWEVER, the Corporation shall endeavour to provide prior reasonable notice to the Band Council of its intention to enter upon the Reserve for the purpose of installation of reinforcement facilities and of the location of such reinforcement facilities.

- 24.1 For the purposes of this Agreement extensions or additions to the Works are all those portions of the Works that are not reinforcement facilities. For the purposes of this agreement, reinforcement facilities are those facilities of the Corporation:

- (a) installed within five (5) metres of existing lines previously identified in sketch plans provided in accordance with paragraph 24 of this Agreement.
- (b) used by the Corporation to provide telephone service to residents of the area whether on or off the Reserve.

24.2 All provisions of this Permit Agreement, other than as modified by this paragraph 24, shall apply to the installation by the Corporation of reinforcement facilities.

- | | | |
|------------------------|-----|--|
| FENCING | 25. | The Corporation shall not fence any portion of the Reserve including the Permit Area occupied by the Works, without prior written consent of Her Majesty which consent shall not be unreasonably withheld. |
| FENCING
MAINTENANCE | 26. | The Corporation shall be responsible, during the currency of this Permit, for the upkeep of all fences which are or may hereafter be erected by the Corporation in accordance with paragraph 25 hereof. |
| INSPECTION | 27. | The Corporation shall keep those portions of the Permit Area affected by the Works in a condition reasonably satisfactory to Her Majesty who may order the Corporation to carry out such measures as are necessary for the keeping of the said portions of the Permit Area in a condition reasonably satisfactory to Her Majesty and it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the said portions of the Permit Area for the purposes of examining the condition thereof. |
| REMOVAL OF WORKS | 28. | <ul style="list-style-type: none"> (a) On the expiration or sooner termination of this Permit or upon notification that "the Works" are no longer being used for the purposes permitted by this Permit, the aboveground portion of the Works will be removed at the Corporation's expense, unless within sixty (60) days after such expiration, or sooner termination or notification, Her Majesty in consultation with the Band requests that the Works remain, and the Corporation agrees that the Works can remain. (b) In the event the Corporation does not remove the above ground portion of the Works, within one hundred and eighty (180) days of the receipt of notice to do so, Her Majesty may, in Her sole discretion, take such steps as in Her Majesty's opinion, acting reasonably, are necessary to remove the above ground portion of the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the above ground portion of the Works, including administration costs, shall be paid forthwith by the Corporation to Her Majesty absolutely without payment or other consideration to the Corporation. (c) In the event the Corporation removes the above ground portion of the Works from the Permit Area, the Corporation will pay reasonable |

compensation for damage caused to the Permit Area arising out of the Corporation's removal of the above ground portion of the Works from the Permit Area.

WAIVER 29. No waiver on behalf of Her Majesty or the Corporation of any breach shall take place or be binding unless the same be expressed in writing and any waiver shall not be deemed to be a general waiver, or to limit or affect the right of Her Majesty or the Corporation with respect to any other future breach.

NUISANCES 30. Where, as a result of any act or omission of the Corporation, its employees, servants or agents, relative to this Permit, a nuisance exists on the Permit Area, Her Majesty may, by written notice, order the Corporation to abate the nuisance; if the Corporation fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and the Corporation shall be liable for the cost thereof and such costs including administration costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown. PROVIDED THAT the construction, operation and maintenance of the Works on the Permit Area shall not of themselves constitute a nuisance within the meaning of this paragraph.

LOSS OR DAMAGES 31. Notwithstanding anything in this Permit, the Corporation shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to improvements, crops, hay or livestock arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Permit Area and the exercise of the right and privilege hereby authorized in accordance with the Corporation's compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

SERVICE OF NOTICE 32. Whenever in this Permit it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by registered mail to Her Majesty at the following address:

Director, Lands & Trust Services
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

and to the Corporation at the following address:

Saskatchewan Telecommunications
2121 Saskatchewan Drive
Regina, Saskatchewan S4P 3Y2
Attention: Vice President and Corporate Counsel

and, if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is the earlier.

QUIET POSSESSION	33.	The Corporation performing and observing the covenants and conditions on its part to be performed and observed shall peaceably hold and enjoy the rights, liberties and privileges herein authorized without hindrance, molestation or interruption on the part of Her Majesty.
PRIOR RIGHTS	34.	Subject to clause 33, this Permit is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario.
BREACH OF COVENANT	35.	If the Corporation fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give the Corporation notice of breach of covenant and if the Corporation fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as the Corporation may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by the Corporation, it shall be lawful for Her Majesty, without further notice, to declare this Permit terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Corporation any monies owing and moreover any right of action by Her Majesty against the Corporation in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.
DISPOSITION OF	36.	Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of Corporation Permit in favour of the Corporation.
DISPUTE RESOLUTION	37.	Any dispute or disagreement as to compensation or environmental damage, shall be referred to a court of competent jurisdiction for disposition.
REGISTRATION	38.	In accordance with Section 21 of the <u>Indian Act</u> , an original of this Permit will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario.
NON-ENTITLEMENT	39.	No member of the House of Commons shall be entitled to any share or part of the within agreement or to any benefit to arise therefrom.
SINGULAR/PLURAL REFERENCE	40.	In this Permit any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.
TIME OF ESSENCE	41.	Time shall be of the essence.
MARGINAL NOTES	42.	The parties hereto covenant and agree that the headings and marginal notes are included in this Permit only for convenience and do not form part of the covenants, provisos and agreements herein contained.

IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Indian Act and regulations established thereunder which may now be in force or which hereafter may be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed these presents this _____ day of _____, 20____, and the Corporation has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____ 20 ____.

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**, as represented by
the Minister of Indian Affairs
and Northern Development

in the presence of

Witness

Per: _____
For and on behalf of the Minister
Director Land and Trust Services

**SASKATCHEWAN
TELECOMMUNICATIONS**

Per: _____
Assistant Secretary

APPENDIX R

SPECIFIC CLAIMS REPLACEMENT TELECOMMUNICATION TRANSMISSION SYSTEM EASEMENT

THIS AGREEMENT made in quadruplicate this _____ day of _____, 20____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

(hereinafter referred to as "Her Majesty")

OF THE FIRST PART

AND

SASKATCHEWAN TELECOMMUNICATIONS

a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan

(hereinafter referred to as "the Corporation")

OF THE SECOND PART

WHEREAS:

RESERVE

A. The _____ Indian Reserve No. _____ (hereinafter referred to as "the Reserve") is a Reserve within the meaning of the Indian Act, Revised Statutes of Canada, 1985, c.1-5, as amended from time to time (hereinafter referred to as the Act).

BAND

B. The _____ Band of Indians is a Band as defined pursuant to Section 2(a) of the Indian Act (hereinafter referred to as "the Band").

AUTHORITY

C. Her Majesty has agreed to recommend, pursuant to Section 35 of the Act, the issuance of the Governor-in-Council's Order authorizing the grant of an Easement to the Corporation for purposes hereinafter described.

BCR

D. The Council of the Band (hereinafter referred to as "the Band Council"), has by Resolution No. _____, dated _____, 19____ duly passed, consented to the granting to the Corporation of this Easement.

ORDER-IN-COUNCIL

E. Order-in-Council P.C. _____ dated _____, 19__ has authorized the Minister of Indian Affairs and Northern Development to execute this Agreement and has authorized the grant of an easement in favour of the Corporation in accordance with the terms and conditions hereinafter set forth.

MINISTER

F. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.

MINISTER'S
REPRESENTATIVE

G. Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, Saskatchewan Region.

TELECOMMUNICATION
TRANSMISSION
SYSTEM

H. For the purposes of this Easement "Telecommunication Transmission System" means facilities of the Corporation consisting exclusively of inter-exchange circuits, such facilities including, without limitation, buried telecommunication cable and aerial facilities.

RIGHTS REQUESTED

I. The Corporation has applied for certain rights over the Reserve lands for the purposes of installing, and maintaining a Telecommunication Transmission System.

BURIED
TELECOMMUNICATION
CABLE

J. For the purpose of this Easement, buried telecommunications cable includes telecommunications cable and all ancillary couplings, lines, wires and apparatus which are required for a Telecommunication Transmission System.

AERIAL FACILITIES

K. For the purpose of this Easement, aerial facilities includes telephone poles, cross arms, guide wires, anchors and other attachments and fittings as necessary which are required for a Telecommunication Transmission System.

PRIOR INTEREST

L. The Corporation had, immediately prior to the creation of the Reserve, an interest in land being a right to use, possess, and occupy the land for the purpose of constructing, installing, affixing, operating, inspecting, maintaining, repairing, reconstructing and removing a Telecommunication Transmission System (hereinafter referred to as the "Prior Interest").

REPLACEMENT INTEREST

M. The Corporation agreed to discharge the Prior Interest in consideration of the agreement by Her Majesty, by and with the consent of the Band, to grant a replacement interest in land in the form and content of this Easement.

AUTHORITY FOR
RIGHT AUTHORIZED

NOW THEREFORE, this Agreement witnesseth that in consideration of the payment, covenants and agreements hereinafter contained to be observed and performed by the Corporation, Her Majesty shall grant and convey unto the Corporation, in accordance with the terms and conditions hereof, an easement within, upon, under and across a portion of the Reserve more particularly described in Schedule "A" attached hereto (hereinafter referred to as the "Right-of-Way")

Such easement to consist of the right, license, liberty and privilege to the Corporation for itself, its employees, servants and agents, and successors to use and occupy the Right-of-Way for a Telecommunication Transmission System including the following rights:

PURPOSE

(a) Surveying, excavating, installing, placing, constructing, operating, maintaining, repairing and inspecting underground buried telecommunications cables and aerial facilities for a Telecommunications Transmission System together with all apparatus and appurtenances thereto, including reinforcement facilities, (hereinafter collectively referred to as the "Works"), and patrolling the Right-of-Way in connection with or incidental to the Works on, under and over a portion of the Reserve.

CLEARING THE
RIGHT-OF-WAY

(b) Clearing the Right-of-Way and keeping it cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter on the Right-of-Way which might, in the reasonable opinion of the Corporation, interfere with or endanger the Works or any parts thereof, or cause a disruption in service to the Corporation's customers.

TREES THAT MAY
DAMAGE THE WORKS

(c) For the purposes of this Easement, the Corporation may cut trees immediately adjacent to the Right-of-Way if in the reasonable opinion of the Corporation such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works.

INGRESS/EGRESS

- (d) Passing and repassing over existing Reserve roads and trails as may reasonably be required by the Corporation for access to and from the Right-of-Way; **PROVIDED THAT**, if no road and trail access to the Right-of-Way is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; **PROVIDED THAT**, such access as may be necessary in emergency situations shall be available to the Corporation without the prior approval of the route by the Council of the Band or of any Indian in possession of the land in which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or repass for access to the Right-of-Way; **PROVIDED FURTHER**, that the Corporation shall compensate the Band or any person holding an interest in such land for any damage caused as a result of such use of the land for emergency access to the Right-of-Way; and
- (e) Generally, doing all such acts or things on the Right-of-Way as may be reasonably necessary or incidental to the business of the Corporation in connection with all of the foregoing;

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Agreement is granted on the following terms and conditions:

TERM

- 1. (a) This Easement shall commence on the date the Instrument of Grant shall have issued in favour of the Corporation, and shall continue for as long as the Easement is required by the Corporation for the Works, and, upon termination, if this Easement has been recorded in a provincial registry, the Corporation shall effect a discharge of the Easement from such registry.
- (b) On the expiration or termination of this Easement pursuant to this Agreement, the Right-of-Way shall thereupon revert to its former status as land set apart by Her Majesty for the use and benefit of the Band.

CONSIDERATION

- 2. It is acknowledged that Her Majesty and the Band agreed to the issuance of this replacement Easement without further consideration payable by the Corporation, save and except for any continuing obligation of the Corporation to make payments

as may have been payable pursuant to the Prior Easement, which required payments, if any, are as follows:

Such payments, if any, shall be made in legal tender of Canada without any deduction, defalcation or abatement and shall be forwarded to Her Majesty for the use and benefit of the Band, at the address for service of notice herein.

TAXES & LEVIES

3. The Corporation shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Right-of-Way pursuant to this Agreement save and except for:
 - (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any other federal authority; and
 - (ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which the Corporation would otherwise be required to pay.

LAWS & REGULATIONS

4. The Corporation shall during the currency of this Agreement at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances and regulations of every federal, Band, provincial or municipal authority or agency concerning this Agreement or the Works constructed within the Right-of-Way; provided that in the event any of the foregoing are not consistent with the spirit and intent of this Agreement, Her Majesty, after consultation with the Band, shall use Her best efforts to resolve such inconsistency. The Corporation will cooperate with Her Majesty in exercising Her best efforts.

ENVIRONMENTAL COMPLIANCE

5. The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the construction, operation and maintenance of the Works, within, upon or under the Right-of-Way, including without limiting the generality of the foregoing, the Canadian Environmental Protection Act and all other laws related to environmental

protection as amended or replaced.

ENVIRONMENTAL
REMEDIAL
ACTION

6. Should the Works and the operations of the Corporation on the Right-of-Way contribute to any detrimental environmental changes for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable federal and provincial legislation, the Corporation hereby agrees to undertake the required remedial action and pay the costs of such remedial action.

DEBRIS REMOVAL

7. The Corporation shall remove all garbage and debris from the Right-of-Way as the construction of the Works progresses.

RESTORATION

8. When the Right-of-Way is no longer required for the Works purposes, the Corporation shall restore those portions of the Right-of-Way which have been affected by the Works as nearly as reasonably possible to its condition at the commencement of this Agreement, including the removal of the aboveground portion of the Works placed on the Right-of-Way; **PROVIDED THAT**, failing to so restore the said portions of the Right-of-Way within one year from the date of termination, Her Majesty may restore the said portions of the Right-of-Way to Her reasonable satisfaction and that all costs, expenses and damages incurred by Her Majesty with respect thereto, including administration and legal costs, shall be paid by the Corporation to Her Majesty forthwith.

ARTIFACT
NOTIFICATION

9. The Corporation shall immediately notify Her Majesty and the Band of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its operations on the Right-of-Way and shall continue its operation in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. The Corporation shall have no right, title or interest in any such artifact unearthed or discovered.

DISTURBANCE OF
DRAINAGE

10. The Corporation shall not disturb or divert natural drainage on the Right-of-Way.

DISTURBED
MONUMENTS

11. The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which may take place on the Right-of-Way. Should any monuments be disturbed, damaged or destroyed, the Corporation shall, at its

own expense, replace such monuments by a duly qualified Land Surveyor to the reasonable satisfaction of the Surveyor General of Canada Lands.

REMOVAL OF SAND,
GRAVEL, ETC.

12. The Corporation shall not remove any sand, gravel, clay, stone or topsoil from the Right-of-Way except with the prior written consent and on such terms and conditions as may be prescribed by Her Majesty.

STRIPPING &
STOCKPILING

13. Subject to paragraph 12 hereof, all stripping, and stockpiling and replacement of topsoil shall be to the reasonable satisfaction of Her Majesty.

INDEMNIFICATION

14. (a) The Corporation shall, at all times hereafter, indemnify and save harmless and keep Her Majesty indemnified from and against and shall be responsible for all claims, demands, actions, suits or other legal proceedings by whomever made or brought against Her Majesty by reason of or arising out of any act or omission or negligence on the part of the Corporation, its officers, servants, agents or employees in respect of or in relation to this Agreement or to the Works, including the surveying, installation, placement, construction, operation, maintenance, repair, inspection and patrolling of the Works.
- (b) The Corporation shall, at all times hereafter, pay to Her Majesty upon thirty (30) days notice, the amount of any loss or damage which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in subparagraph (a) of this paragraph, including administration and legal costs.

WELLS AND
ADDITIONAL
STRUCTURES ON
RIGHT-OF-WAY

15. Her Majesty shall not, without having obtained the prior written consent of the Corporation, which shall not be unreasonably withheld, and without having requested the actual location of the Works from the Corporation, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under those portions of the Right-of-Way affected by the Works any pit, well, foundation, pavement or other structure or installation, including without limiting the generality of the foregoing, the exploration, searching and removal of petroleum, natural gas and minerals.

EXCEPTION TO ACCESS

16. Her Majesty, members of the Band and any present or future lessee or permittee having any right to the Reserve lands on which this Agreement has been authorized are to be allowed free access to the Right-of-Way and the use of the same except for:
- (a) making, placing, erecting, or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on those portions of the Right-of-Way affected by the Works which, in the opinion of the Corporation, might interfere with or endanger the surveying, excavation, installation, placement, construction, operation, maintenance, repairing, inspection and patrolling of the Works or any parts thereof or might obstruct access by the Corporation's servants or agents, or
 - (b) doing any act or thing which might, in the opinion of the Corporation, interfere or injure the Works or any parts thereof.

TITLE TO MINERALS

17. Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Right-of-Way except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement, reconstruction or repair of the Works. PROVIDED THAT, in digging to establish the Works, should any minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by the Corporation, or any of its servants, employees or agents and title to such discovery or findings shall not vest nor be deemed to vest in the Corporation, and any minerals discovered or found shall not be carried away.

EXPLORATION AND
REMOVAL OF MINERALS

18. Subject to the provisions of paragraph 15 herein, Her Majesty may, subject to such conditions as She may deem proper for the protection of the right hereby authorized to the Corporation, grant to any individual or company the right to enter upon the Right-of-Way to explore, search for and remove petroleum, natural gas or minerals and this right shall include the right to take onto the Right-of-Way such equipment as may be required for such operations.

RESTRICTION OF
RIGHTS

19. Subject to subparagraph (a) page 2 hereof, the Agreement hereby authorized does not include the right to place upon the Right-of-

Way any buildings, warehouses, or storage facilities or any permanent structure, without the prior written consent of Her Majesty and payment of fair market value compensation.

For purposes of greater certainty, it is agreed by Her Majesty and the Corporation that any structure of the Corporation used to house telecommunications facilities ancillary to a Telecommunication Transmission System which structure is not affixed to the Right-of-Way other than by way of being attached to wooden skids resident upon a gravel base on the surface of the Right-of-Way shall not, for the purposes of this Agreement, be considered a permanent structure.

ASSIGNMENTS

20. The rights, liberties and privileges authorized by the Agreement shall not be assigned or otherwise transferred without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that the Corporation may assign the rights herein granted to a wholly owned subsidiary of the Corporation or to a wholly owned subsidiary of any parent corporation of the Corporation or to any successor to the Corporation that may be providing telecommunications service on the Reserve and will notify Her Majesty accordingly.

LEGAL SURVEYS

21. (a) The Corporation shall provide Her Majesty with any existing plan of survey disclosing the whereabouts of the Right-of-Way.
- (b) If no such plan of survey exists, the Corporation shall provide Her Majesty with any existing sketch plan, as built engineering report or similar document disclosing the whereabouts of the Right-of-Way.
- (c) The Corporation shall, at its own expense and in a timely manner, provide line locate upon the request of Her Majesty, any Band member or any person acting pursuant to their instructions.

Provided that nothing in this Agreement shall require the Corporation to obtain any approval or consent to install within the Right-of-Way reinforcement facilities nor the location or route of such facilities. However, the Corporation shall endeavour to provide prior reasonable notice to the Band Council of its intention to enter upon the Right-of-Way for the purpose of installation of such reinforcement facilities.

21.1 For the purposes of this Agreement, reinforcement facilities are those facilities of the Corporation:

- (a) installed within five (5) metres of existing Works and within the Right-of-Way; and
- (b) used by the Corporation for a Telecommunication Transmission System.

21.2 All provisions of this Agreement, other than as modified by this paragraph 21, shall apply to the installation by the Corporation of reinforcement facilities.

FENCING

22. The Corporation shall not fence any portion of the Reserve including the Right-of-Way occupied by the Works, without prior written consent of Her Majesty which consent shall not be unreasonably withheld.

FENCING
MAINTENANCE

23. The Corporation shall be responsible, during the currency of this Agreement, for the upkeep of all fences which are or may hereafter be erected by the Corporation in accordance with paragraph 22 hereof.

INSPECTION

24. The Corporation shall keep those portions of the Right-of-Way affected by the Works in a condition reasonably satisfactory to Her Majesty who may order the Corporation to carry out such measures as are necessary for the keeping of the said portions of the Right-of-Way in a condition reasonably satisfactory to Her Majesty and it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the said portions of the Right-of-Way for the purposes of examining the condition thereof.

REMOVAL OF WORKS

25. (a) On the expiration or sooner termination of this Agreement or upon notification that "the Works" are no longer being used for the purposes permitted by this Agreement, the aboveground portion of the Works will be removed at the Corporation's expense, unless within sixty (60) days after such expiration, or sooner termination or notification, Her Majesty in consultation with the Band requests that the Works remain, and the Corporation agrees that the Works can remain.

- (b) In the event the Corporation does not remove the aboveground portion of the Works, within one hundred and eighty (180) days of the receipt of notice to do so, Her Majesty may, in Her sole discretion, take such steps as in Her Majesty's opinion, acting reasonably, are necessary to remove the above ground portion of the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the above ground portion of the Works, including administration costs, shall be paid forthwith by the Corporation to Her Majesty absolutely without payment or other consideration to the Corporation.
- (c) In the event the Corporation removes the above ground portion of the Works from the Right-of-Way, the Corporation will pay reasonable compensation for damage caused to the Right-of-Way arising out of the Corporation's removal of the above ground portion of the Works from the Right-of-Way.

WAIVER

- 26. No waiver on behalf of Her Majesty or the Corporation of any breach shall take place or be binding unless the same be expressed in writing and any waiver shall not be deemed to be a general waiver, or to limit or affect the right of Her Majesty or the Corporation with respect to any other future breach.

NUISANCES

- 27. Where, as a result of any act or omission of the Corporation, its employees, servants or agents, relative to this Agreement, a nuisance exists on the Right-of-Way, Her Majesty may, by written notice, order the Corporation to abate the nuisance; if the Corporation fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and the Corporation shall be liable for the cost thereof and such costs including administration costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown. PROVIDED THAT the construction, operation and maintenance of the Works on the Right-of-Way shall not of themselves constitute a nuisance within the meaning of this paragraph.

LOSS OR DAMAGES

- 28. Notwithstanding anything in this Agreement, the Corporation shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to improvements, crops,

hay or livestock arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Right-of-Way and the exercise of the right and privilege hereby authorized in accordance with the Corporation's compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

SERVICE OF NOTICE

29. Whenever in this Agreement it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by registered mail to Her Majesty at the following address:

Director, Lands & Trust Services
2221 Cornwall Street
Regina, Saskatchewan S4P 4M2

and to the Corporation at the following address:

Saskatchewan Telecommunications
2121 Saskatchewan Drive
Regina, Saskatchewan S4P 3Y2
Attention: Vice President and Corporate Counsel

and, if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is the earlier.

QUIET POSSESSION

30. The Corporation performing and observing the covenants and conditions on its part to be performed and observed shall peaceably hold and enjoy the rights, liberties and privileges herein authorized without hindrance, molestation or interruption on the part of Her Majesty.

PRIOR RIGHTS

31. Subject to clause 30, this Easement is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario.

BREACH OF COVENANT

32. If the Corporation fails to perform or observe any material covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give the Corporation notice of breach of covenant and if the Corporation fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one

which cannot reasonably be remedied within ninety (90) days, within such further period as the Corporation may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by the Corporation, it shall be lawful for Her Majesty, without further notice, to declare this Agreement terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Corporation any monies owing and moreover any right of action by Her Majesty against the Corporation in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.

DISPOSITION OF INTEREST

33. Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of Corporation Easement in favour of the Corporation.

DISPUTE RESOLUTION

34. Any dispute or disagreement as to compensation or environmental damage, shall be referred to a court of competent jurisdiction for disposition.

REGISTRATION

35. In accordance with Section 21 of the Indian Act, an original of this Agreement will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario.

NON-ENTITLEMENT

36. No member of the House of Commons shall be entitled to any share or part of the within agreement or to any benefit to arise therefrom.

SINGULAR/PLURAL REFERENCE

37. In this Agreement any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires.

TIME OF ESSENCE

38. Time shall be of the essence.

MARGINAL NOTES

39. The parties hereto covenant and agree that the headings and marginal notes are included in this Agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

AND IT IS FURTHER AGREED that this Agreement shall be subject to the provisions of the Act and the Regulations established thereunder, which may be in force, or which may hereafter be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed these presents this _____ day of _____, 20 ____, and the Corporation has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____ 20 ____.

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**, as represented by
the Minister of Indian Affairs
and Northern Development

in the presence of

Witness

Per: _____
For and on behalf of the Minister
Director Land and Trust Services

**SASKATCHEWAN
TELECOMMUNICATIONS**

Per: _____
Assistant Secretary

APPENDIX S

SPECIFIC CLAIMS REPLACEMENT PERMIT FOR TELECOMMUNICATION DISTRIBUTION SYSTEM

THIS AGREEMENT made in quadruplicate this ____ day of _____, 20__

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

(hereinafter referred to as "Her Majesty")

OF THE FIRST PART

AND

SASKATCHEWAN TELECOMMUNICATIONS

a body corporate pursuant to the laws of Saskatchewan having its head office at the City of Regina, in the Province of Saskatchewan

(hereinafter referred to as "the Corporation")

OF THE SECOND PART

WHEREAS:

RESERVE

A. The _____ Indian Reserve No. ____ is a Reserve within the meaning of the Indian Act, Revised Statutes of Canada, 1985, c.I-5, as amended from time to time and is hereinafter referred to as "the Reserve"; which has been set apart for the use and benefit of the _____ Band of Indians.

BAND

B. The _____ Band of Indians is a Band as defined pursuant to Section 2(a) of the Indian Act (hereinafter referred to as "the Band").

BCR

C. The Council of the Band (hereinafter referred to as "the Band Council"), has by Resolution No. _____, dated _____, 19__ , duly passed, consented to the granting of this Permit.

MINISTER

D. "The Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or his authorized representative.

MINISTER'S REPRESENTATIVE	E.	Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the District Director, Department of Indian Affairs and Northern Development, Saskatchewan Region.
TELECOMMUNICATION DISTRIBUTION SYSTEM	F.	For the purposes of this Permit "Telecommunication Distribution System" means facilities of the Corporation used to provide telecommunication services to residents of Saskatchewan within a telecommunication exchange area of which the Reserve is a part, such facilities including, without limitation, buried telecommunications cable and aerial facilities. For greater certainty, a Telecommunication Distribution System does not include a telecommunication transmission system. A telecommunication transmission system means facilities of the Corporation consisting exclusively of interexchange circuits.
RIGHTS REQUESTED	G.	The Corporation has applied for certain rights over the Reserve lands for the purposes of installing, and maintaining a Telecommunications Distribution System.
BURIED TELECOMMUNICATION CABLE	H.	For the purpose of this Permit, buried telecommunications cable includes telecommunications cable and all ancillary couplings, lines, wires and apparatus which are required to provide telephone service to any applicant on or off the Reserve.
AERIAL FACILITIES	I.	For the purpose of this Permit, aerial facilities include telephone poles, cross arms, guide wires, anchors and other attachments and fittings as necessary which are required to provide telephone service to any applicant on or off the Reserve.
PRIOR INTEREST	J.	The Corporation had, immediately prior to the creation of the Reserve, an interest in land being a right to use, possess, and occupy the land for the purpose of constructing, installing, affixing, operating, inspecting, maintaining, repairing, reconstructing and removing a Telecommunication Distribution System (hereinafter referred to as the "Prior Interest")
REPLACEMENT INTEREST	K.	The Corporation agreed to discharge the Prior Interest in consideration of the agreement by Her Majesty, by and with the consent of the Band Council, to grant a replacement interest in land in the form and content of this Permit.

AUTHORITY FOR
RIGHT AUTHORIZED

NOW THEREFORE, this Permit witnesseth that the Minister, on behalf of Her Majesty, by virtue of the authority vested in him pursuant to Section 28(2) of the Indian Act, Chapter I-5, Revised Statutes of Canada 1985, does hereby grant unto the Corporation, its servants, employees and agents, the right, liberty and privilege from time to time to use and occupy a portion of the Reserve for a Telecommunication Distribution System on, over, under and across the Reserve as more particularly described in Schedule A attached hereto, (hereinafter referred to as the "Permit Area") for the following purposes:

PURPOSE

(a) Surveying, excavating, installing, placing, constructing, operating, maintaining, repairing and inspecting underground buried telecommunications cables and aerial facilities for a Telecommunications Distribution System together with all apparatus and appurtenances thereto, including reinforcement facilities, (hereinafter collectively referred to as the "Works"), extensions and additions to the Works, and patrolling the Permit Area in connection with or incidental to the Works on, under and over a portion of the Reserve.

CLEARING THE
PERMIT AREA

(b) Clearing the Permit Area and keeping it cleared of all or any part of any trees, growth, buildings or obstructions now or hereafter on the Permit Area which might, in the reasonable opinion of the Corporation, interfere with or endanger the Works or any parts thereof, or cause a disruption in service to the Corporation's customers.

TREES THAT MAY
DAMAGE THE WORKS

(c) For the purposes of this Permit, the Corporation may cut trees immediately adjacent to the Permit Area if in the reasonable opinion of the Corporation such tree or trees would threaten to damage the Works or be a cause of any hazard to the Works.

INGRESS/EGRESS

(d) Passing and repassing over existing reserve roads and trails as may be reasonably required by the Corporation for access to and from those portions of the Permit Area affected by the Works; **PROVIDED THAT** if no road and trail access to the said portions of the Permit Area is available, access may be obtained on the Reserve otherwise, subject to the prior approval of the route by the Council of the Band and of any Indian in possession of such land, and of any lessee or permittee having the right to use and occupy such land; **PROVIDED THAT** such access as may be necessary in emergency situations shall be available to the Corporation without the prior approval of the route by the Council of the Band or of any Indian in possession of the land to which access is required or of any lessee or permittee having the right to use and occupy such land over which the Corporation requires to pass or repass for access to those portions of the Permit Area affected by the Works. **PROVIDED FURTHER** that the Corporation shall compensate the Band or any person holding an interest in such land for any damage caused as a

result of such use of the land for emergency access to the said portions of the Permit Area; and

- (e) Generally, doing all such acts or things on those portions of the Permit Area affected by the Works as may be reasonably necessary or incidental to the business of the Corporation in connection with all of the foregoing.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto, each with the other, that this Permit is authorized on the following terms and conditions:

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|-----------------------|----|--|
| PERIOD | 1. | This Permit shall commence on the date of execution of this Permit and the period shall continue for as long as the Permit rights are required by the Corporation for the Works; and, upon termination, if the Permit has been recorded in any provincial registry, the Corporation shall effect a discharge of the Permit from such record. |
| CONSIDERATION | 2. | <ul style="list-style-type: none">(a) The Corporation shall pay, on or before the execution of this agreement, the sum of One (\$1.00) Dollar to the Receiver General for Canada in lawful tender of Canada (the receipt and sufficiency of which payment is hereby acknowledged) for the use and benefit of the Band and as further consideration for the issuance of this Permit the Corporation shall, in accordance with the Corporation's usual practices, make telecommunication service available to applicants on the Reserve.(b) Notwithstanding the foregoing, the Corporation shall be liable for any continuing obligation it may have to make payments which were payable pursuant to the Prior Interest which required payments, if any, are as follows:

None

Such payments, if any, shall be made in legal tender of Canada without any deduction, defalcation or abatement and shall be forwarded to Her Majesty for use and benefit of the Band, at the address for service of notice hereinafter set forth. |
| RESTRICTION OF RIGHTS | 3. | This Permit is given under subsection 28(2) of the <u>Indian Act</u> , R.S.C 1985, Chapter I-5, and the rights given hereby shall be construed as a permit only and shall not be deemed to grant, convey or confer on the Corporation any right <u>in rem</u> or any estate or interest in the title to the Permit Area. |
| AUTHORIZED RIGHTS | 4. | Notwithstanding anything contained in this Permit, the Corporation on behalf of itself, its officers, agents, tenants, licensees and invitees acknowledges and agrees that this Permit does not create any right of tenancy or any possessory rights of exclusive use or occupation by implication or otherwise and does not confer or give rise to any greater |

right upon the Corporation, its officers, servants, agents, tenants, licensees and invitees than the Minister is authorized to confer by subsection 28(2) of the Indian Act.

TAXES & LEVIES

5. The Corporation shall not be required to pay any taxes, duties, tolls, imposts and levies of any kind or nature howsoever charged, imposed or assessed by Her Majesty, the Band or any other federal authority upon the Permit Area or Works pursuant to this Permit save and except for:
- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto which are upon the date of execution of this Agreement charged, imposed, or assessed by Her Majesty or any federal authority; and
 - (ii) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter charged, imposed or assessed by Her Majesty, the Band or any federal authority both on and off Reserve Lands, and which the Corporation would otherwise be required to pay.

LAWS & REGULATIONS

6. The Corporation shall during the currency of this Permit at its own expense, promptly observe, perform, execute and comply with all laws, by-laws, rules, requirements, orders, directions, ordinances and regulations of every federal, Band, provincial, municipal authority or agency concerning this Permit or the Works constructed within the Permit Area; provided that in the event any of the foregoing are not consistent with the spirit and intent of this Permit, Her Majesty, after consultation with the Band, shall use Her best efforts to resolve such inconsistency. The Corporation will cooperate with Her Majesty in exercising Her best efforts.

ENVIRONMENTAL COMPLIANCE

7. The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the construction, operation and maintenance of the Works, within, upon or under the Permit Area, including without limiting the generality of the foregoing, the Canadian Environmental Protection Act and all other laws related to environmental protection as amended or replaced.

ENVIRONMENTAL REMEDIAL ACTION

8. Should the Works and the operations of the Corporation on the Permit Area contribute to any detrimental environmental changes for which the Minister considers remedial action is necessary in accordance with regulations and standards established by applicable federal and provincial legislation, the Corporation hereby agrees to undertake the required remedial action and pay the costs of such remedial action.

DEBRIS REMOVAL

9. The Corporation shall remove all garbage and debris from the Permit Area as the construction of the Works progresses.

RESTORATION

10. When the Permit Area is no longer required for the Works purposes, the Corporation shall restore those portions of the Permit Area which have

been affected by the Works as nearly as reasonably possible to its condition at the commencement of this Permit, including the removal of the aboveground portion of the Works placed on the Permit Area; **PROVIDED THAT**, failing to so restore the said portions of the Permit Area within one year from the date of termination, Her Majesty may restore the said portions of the Permit Area to Her reasonable satisfaction and that all costs, expenses and damages incurred by Her Majesty with respect thereto, including administration and legal costs, shall be paid by the Corporation to Her Majesty forthwith.

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| ARTIFACT
NOTIFICATION | 11. | The Corporation shall immediately notify Her Majesty and the Band of any Indian artifact, burial pit, grave or any matter or thing of archaeological interest unearthed or discovered by the Corporation in the course of its operations on the Permit Area and shall continue its operation in a manner so as to avoid any and all damage, injury or destruction thereof, ensuring the preservation of the same. |
| DISTURBANCE
OF DRAINAGE | 12. | The Corporation shall not disturb or divert natural drainage on the Permit Area. |
| DISTURBED
MONUMENTS | 13. | The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed during any construction or maintenance which may take place on the Permit Area. Should any monuments be disturbed, damaged or destroyed, the Corporation shall, at its own expense, replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Surveyor General of Canada Lands. |
| REMOVAL OF SAND,
GRAVEL, ETC | 14. | The Corporation shall not remove any sand, gravel, clay, stone or topsoil from the Permit Area except with the prior written consent and on such terms and conditions as may be prescribed by Her Majesty. |
| STRIPPING &
STOCKPILING | 15. | Subject to paragraph 14 hereof, all stripping, and stockpiling and replacement of topsoil shall be to the reasonable satisfaction of Her Majesty. |
| INDEMNIFICATION | 16. | <p>(a) The Corporation shall, at all times hereafter, indemnify and save harmless and keep Her Majesty indemnified from and against and shall be responsible for all claims, demands, actions, suits or other legal proceedings by whomever made or brought against Her Majesty by reason of or arising out of any act or omission or negligence on the part of the Corporation, its officers, servants, agents or employees in respect of or in relation to this Permit or to the Works, including the surveying, installation, placement, construction, operation, maintenance, repair, inspection and patrolling of the Works.</p> <p>(b) The Corporation shall, at all times hereafter, pay to Her Majesty upon thirty (30) days notice, the amount of any loss or damage</p> |

which may be suffered or sustained by Her Majesty by reason or arising out of the matters set forth in subparagraph (a) of this paragraph, including administration and legal costs.

WELLS AND ADDITIONAL
STRUCTURES
ON PERMIT AREA

17. Her Majesty shall not, without having obtained the prior written consent of the Corporation, which shall not be unreasonably withheld, and without having requested the actual location of the Works from the Corporation, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under those portions of the Permit Area affected by the Works any pit, well, foundation, pavement or other structure or installation, including without limiting exploration, searching and removal of petroleum, natural gas and minerals.

EXCEPTION TO
ACCESS

18. Her Majesty, members of the Band and any present or future lessee or permittee having any right to the Reserve lands on which this Permit has been authorized are to be allowed free access to the Permit Area and the use of the same except for:

- (a) making, placing, erecting, or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on those portions of the Permit Area affected by the Works which, in the opinion of the Corporation, might interfere with or endanger the surveying, excavation, installation, placement, construction, operation, maintenance, repairing, inspection and patrolling of the Works or any parts thereof or might obstruct access by the Corporation's servants or agents, or
- (b) doing any act or thing which might, in the opinion of the Corporation, interfere or injure the Works or any parts thereof.

TITLE TO MINERALS

19. Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Permit Area except only the parts thereof that are necessary to be dug, carried away or used in the placing, laying down, construction, operation, maintenance, inspection, alteration, removing, replacement, reconstruction or repair of the Works. PROVIDED THAT, in digging to establish the Works, should any minerals be discovered or found, notice of such discovery or finding shall immediately be given to Her Majesty by the Corporation, or any of its servants, employees or agents and title to such discovery or findings shall not vest nor be deemed to vest in the Corporation, and any minerals discovered or found shall not be carried away.

EXPLORATION AND
REMOVAL OF
MINERALS

20. Subject to the provisions of paragraph 17 herein, Her Majesty may, subject to such conditions as She may deem proper for the protection of the right hereby authorized to the Corporation, grant to any individual or company the right to enter upon the Permit Area to explore, search for and remove petroleum, natural gas or minerals and this right shall

include the right to take onto the Permit Area such equipment as may be required for such operations.

RESTRICTION
OF RIGHTS

21. Subject to subparagraph (a) page 3 hereof, this Permit hereby authorized does not include the right to place upon the Permit Area any buildings, warehouses, or storage facilities or any permanent structure, without the prior written consent of Her Majesty. For purposes of greater certainty, it is agreed by Her Majesty and the Corporation that any structure of the Corporation used to house telecommunications facilities ancillary to a Telecommunications Distribution System which structure is not affixed to the Permit Area other than by way of being attached to wooden skids resident upon a gravel base on the surface of the Permit Area shall not, for the purposes of this Agreement, be considered a permanent structure.

ASSIGNMENTS

22. The rights, liberties and privileges authorized by this Permit shall not be assigned or otherwise transferred without the prior written consent of Her Majesty, which consent will not be unreasonably withheld, provided that the Corporation may assign the rights herein granted to a wholly owned subsidiary of the Corporation or to a wholly owned subsidiary of any parent corporation of the Corporation or to any successor to the Corporation that may be providing telecommunication service on the Reserve.

SKETCH PLANS

23. The Corporation shall submit sketch plans to the Minister's Representative and the Band Council of that part of the Reserve occupied from time to time by the Works including, subject to paragraph 23.1, reinforcement facilities installed within the Permit Area. Provided that nothing in this Agreement shall require the Corporation to obtain any approval or consent to install upon the Reserve reinforcement facilities within the Permit Area. HOWEVER, the Corporation shall endeavour to provide prior reasonable notice to the Band Council of its intention to enter upon the Reserve for the purpose of installation of reinforcement facilities and the location or route of such facilities.

23.1 For the purposes of this Agreement, reinforcement facilities are those facilities of the Corporation:

(a) installed within five (5) metres of existing Works and within the Permit Area; and

(b) used by the Corporation to provide telephone service to residents of the area whether on or off the Reserve.

23.2 All provisions of this Permit Agreement, other than as modified by this paragraph 23, shall apply to the installation by the Corporation of reinforcement facilities.

- FENCING 24. The Corporation shall not fence any portion of the Reserve including the Permit Area occupied by the Works, without prior written consent of Her Majesty which consent shall not be unreasonably withheld.
- FENCING MAINTENANCE 25. The Corporation shall be responsible, during the currency of this Permit for the upkeep of all fences which are or may hereafter be erected by the Corporation in accordance with paragraph 24 hereof.
- INSPECTION 26. The Corporation shall keep those portions of the Permit Area affected by the Works in a condition reasonably satisfactory to Her Majesty who may order the Corporation to carry out such measures as are necessary for the keeping of the said portions of the Permit Area in a condition reasonably satisfactory to Her Majesty and it shall be lawful for Her Majesty or any person authorized by Her Majesty at all reasonable times to enter upon the said portions of the Permit Area for the purposes of examining the condition thereof.
- REMOVAL OF WORKS 27. (a) On the expiration or sooner termination of this Permit or upon notification that "the Works" are no longer being used for the purposes permitted by this Permit, the aboveground portion of the Works will be removed at the Corporation's expense, unless within sixty (60) days after such expiration, or sooner termination or notification, Her Majesty in consultation with the Band requests that the Works remain, and the Corporation agrees that the Works can remain.
- (b) In the event the Corporation does not remove the above ground portion of the Works, within one hundred and eighty (180) days of the receipt of notice to do so, Her Majesty may, in Her sole discretion, take such steps as in Her Majesty's opinion, acting reasonably, are necessary to remove the above ground portion of the Works, and all costs, expenses and damages incurred by Her Majesty with respect to the removal of the above ground portion of the Works, including administration costs, shall be paid forthwith by the Corporation to Her Majesty absolutely without payment or other consideration to the Corporation.
- (c) In the event the Corporation removes the above ground portion of the Works from the Permit Area, the Corporation will pay reasonable compensation for damage caused to the Permit Area arising out of the Corporation's removal of the above ground portion of the Works from the Permit Area.
- WAIVER 28. No waiver on behalf of Her Majesty or the Corporation of any breach shall take place or be binding unless the same be expressed in writing and any waiver shall not be deemed to be a general waiver, or to limit or affect the right of Her Majesty or the Corporation with respect to any other future breach.
- NUISANCES 29. Where, as a result of any act or omission of the Corporation, its

employees, servants or agents, relative to this Permit, a nuisance exists on the Permit Area, Her Majesty may, by written notice, order the Corporation to abate the nuisance; if the Corporation fails to do so within a reasonable time, Her Majesty may take whatever steps may be necessary to abate the nuisance and the Corporation shall be liable for the cost thereof and such costs including administration costs shall be deemed to be a debt due to the Crown and may be collected in the same manner as other debts due the Crown. PROVIDED THAT the construction, operation and maintenance of the Works on the Permit Area shall not of themselves constitute a nuisance within the meaning of this paragraph.

COMPENSATION
FOR DAMAGES

30. Notwithstanding anything in this Permit, the Corporation shall pay to Her Majesty or any other person entitled thereto reasonable compensation for damages to improvements, crops, hay or livestock arising from the placement, construction, replacement, removal, repair, operation and maintenance of the Works in the Permit Area and the exercise of the right and privilege hereby authorized in accordance with the Corporation's compensation policy in effect on the date of the loss or damage caused for which compensation is to be paid.

SERVICE OF NOTICE

31. Whenever in this Permit it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by registered mail to Her Majesty at the following address:

Director, Lands & Trust Services
2221 Cornwall Street
Regina, Saskatchewan
S4P 4M2

and to the Corporation at the following address:

Saskatchewan Telecommunications
2121 Saskatchewan Drive
Regina, Saskatchewan S4P 3Y2
Attention: Vice President and Corporate Counsel

and, if any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the sixth (6th) day after the notice was mailed, whichever is the earlier.

QUIET POSSESSION

32. The Corporation performing and observing the covenants and conditions on its part to be performed and observed shall peaceably hold and enjoy the right, liberty and privilege herein authorized without hindrance, molestation or interruption on the part of Her Majesty.

BREACH OF COVENANT

33. If the Corporation fails to perform or observe any material covenant

contained herein on its part to be performed or observed, Her Majesty shall be entitled to give the Corporation notice of breach of covenant and if the Corporation fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice, or if the breach is one which cannot reasonably be remedied within ninety (90) days, within such further period as the Corporation may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by the Corporation, it shall be lawful for Her Majesty, without further notice, to declare this Permit terminated and thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Corporation any monies owing and moreover any right of action by Her Majesty against the Corporation in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced.

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| DISPOSITION OF | 34. | Her Majesty hereby agrees that it shall be a condition precedent to the transfer to any person of title to the Reserve lands upon which the Works are situated, that the Transferee of the said lands shall, prior to receiving title thereto, execute a standard form of Corporation Permit in favour of the Corporation. |
| PRIOR RIGHTS | 35. | Subject to clause 32, this Permit is subject to all prior rights according to law granted by Her Majesty as such rights are registered in the Indian Lands Registry at Ottawa, Ontario. |
| DISPUTE RESOLUTION | 36. | Any dispute or disagreement as to compensation or environmental damage, shall be referred to a court of competent jurisdiction for disposition. |
| REGISTRATION | 37. | In accordance with Section 21 of the <u>Indian Act</u> , an original of this Permit will be registered by Her Majesty in the Indian Lands Registry at Ottawa, Ontario. |
| NON-ENTITLEMENT | 38. | No member of the House of Commons shall be entitled to any share or part of the within agreement or to any benefit to arise therefrom. |
| SINGULAR/PLURAL REFERENCE | 39. | In this Permit any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context so requires. |
| TIME OF ESSENCE | 40. | Time shall be of the essence. |
| MARGINAL NOTES | 41. | The parties hereto covenant and agree that the headings and marginal notes are included in this Permit only for convenience and do not form part of the covenants, provisos and agreements herein contained. |

IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Indian Act and regulations established thereunder which may now be in force or which hereafter may be made and established from time to time on that behalf by the Governor in Council.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty the Queen in Right of Canada, has executed these presents this _____ day of _____, 20____, and the Corporation has hereunto affixed its corporate seal attested to by the hands of its duly authorized officers in that behalf this _____ day of _____, 20____.

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**, as represented by
the Minister of Indian Affairs
and Northern Development

in the presence of

Witness

Per: _____
For and on behalf of the Minister
Director Land and Trust Services

**SASKATCHEWAN
TELECOMMUNICATIONS**

Per: _____
Assistant Secretary

APPENDIX T

RURAL MUNICIPAL SPECIFIC CLAIMS AGREEMENT

THIS AGREEMENT made as of the 25 day of May, 2000.

BETWEEN:

THE GOVERNMENT OF SASKATCHEWAN, as
represented by the Minister of Intergovernmental
and Aboriginal Affairs and the Minister of Municipal
Affairs, Culture and Housing
(hereinafter referred to as "Saskatchewan")

- and -

SASKATCHEWAN ASSOCIATION OF RURAL
MUNICIPALITIES
(hereinafter referred to as "SARM")

WHEREAS:

- A. Canada has negotiated or will negotiate with certain Indian Bands in Saskatchewan the settlement of their specific claims against Canada;
- B. The specific claims settlement agreements with the Bands may provide, in addition to other terms, that the specific claims band is entitled to acquire by purchase a certain number of acres of land to which Canada is prepared to grant reserve status;
- C. Canada, Saskatchewan and SARM recognize that there are certain issues which must be addressed when bringing lands into reserve status, including the issue of municipal tax loss;
- D. Canada has agreed to pay Saskatchewan certain monies in consideration of Saskatchewan agreeing to resolve and/or address such issues with rural municipalities in Saskatchewan.

NOW THEREFORE SASKATCHEWAN AND SARM AGREE AS FOLLOWS:

1. In this Agreement, the following terms shall be defined as follows:
 - (a) "Band", "Reserve" and any words herein which are used or defined in the *Indian Act*, R.S.C. 1985, c.I-5 shall have the same meaning as they have in the *Indian Act*, R.S.C. 1985, c.I-5 and the Regulations made thereunder;

March 23, 2000

- (b) "Municipal Taxes" means all applicable taxes levied by a rural municipality for municipal purposes (which, for greater certainty and without limitation, excludes school taxes and any taxes collected by a rural municipality not for the use and benefit of the rural municipality) in respect of lands, improvements and businesses, and includes business taxes levied pursuant to sections 286 and 330 of *The Rural Municipality Act, 1989*, S.S. 1989-90, c.R-26.1, grants in lieu of taxes paid to rural municipalities pursuant to federal or provincial government policy and taxes for municipal purposes levied by a rural municipality upon occupants of lands in respect of such occupation.
 - (c) "School Taxes" means all applicable taxes levied by a school division for education purposes (which, for greater certainty and without limitation, excludes Municipal Taxes or any taxes collected by a school division not for the use and benefit of the school division) in respect of land, improvements and businesses, and includes taxes referred to in section 290 of *The Education Act*, R.S.S. 1978, (Supp.), c.E-0.1, grants-in-lieu of taxes paid pursuant to federal or provincial government policy or taxes for educational purposes levied by a school division upon occupants of land in respect of such occupation.
 - (d) "Specific Claim" means the claim for damages an Indian Band has against Canada for breach of Canada's obligations to the Band which claim Canada has acknowledged and does not include a Treaty Land Entitlement Claim.
2. Saskatchewan and SARM hereby agree to establish a trust fund, to be known as the Rural Municipal Specific Claims Tax Loss Compensation Trust Fund (the "Trust Fund"), for the purposes of :
- (a) receiving the payment to be made by Saskatchewan pursuant to section 3 of this Agreement;
 - (b) receiving from rural municipalities Specific Claims tax loss compensation paid by Bands to rural municipalities; and
 - (c) disbursing payments to rural municipalities that lose tax revenue as a result of lands which had been situated within the municipality being set apart as reserves pursuant to the settlement of Specific Claims.

March 23, 2000

3. Saskatchewan shall pay the sum of \$2.8 million to SARM to be deposited into the Trust Fund and SARM shall administer and disburse the money in accordance with the terms of this Agreement and only for the purposes specified in this Agreement.
4. SARM shall be the trustee of the Trust Fund.
5. The beneficiaries of the Trust Fund shall be the rural municipalities that lose tax revenue as a result of lands which had been situated within the municipality being set apart as reserves pursuant to the settlement of Specific Claims and which have provided releases pursuant to section 9.
6. SARM may invest the monies in the Trust Fund in any types of investments authorized by either section 9 of *An Act to Incorporate The Saskatchewan Association of Rural Municipalities*, S.S. 1932, c. 80, or section 3 of *The Trustee Act*, R.S.S. 1978, c.T-23.
7.
 - (1) Where lands within a rural municipality have been set apart by Canada as a reserve pursuant to the settlement of a Specific Claim, Saskatchewan will provide SARM with a copy of the federal order in council or other instrument setting apart the reserve within thirty (30) days after receiving the same from Canada.
 - (2) On or before the 1st day of September in each year, SARM agrees to provide to each rural municipality that has lost tax revenue as a result of lands which had been situated within the municipality being set apart as reserves pursuant to the settlement of a Specific Claim (hereinafter referred to as an "affected rural municipality"), an "Application for Specific Claims Tax Loss Compensation" which shall specify the lands which had been situated within the rural municipality which attained reserve status and for which compensation is being claimed.
8. On or before September 30th of each year, SARM shall determine the amount of interest and other income earned by the Trust Fund in the preceding twelve month period.
9.
 - (1) Subject to receipt of a duly completed application and any other required information from an affected rural municipality, on or before September 30th of each year SARM shall pay, from the interest and other income referred to in section 8, to each affected rural municipality which has properly applied:
 - (a) the lesser of:

March 23, 2000

- (i) 60% of the Municipal Taxes which the affected rural municipality would have levied if the lands had not attained reserve status; or
 - (ii) its proportionate share of the interest and other income referred to in section 8; or
 - (b) such other amount as may be agreed to between SARM and the affected rural municipalities.
- (2) Notwithstanding subsection (1):
- (a) SARM shall not pay any money from the Trust Fund to any rural municipality unless and until SARM has received from the municipality a release in the form attached as Appendix A which has been duly approved and executed by the municipality;
 - (b) SARM may pay amounts to a municipality after September 30th where required information not previously available has been provided to SARM after that date;
 - (c) SARM shall be entitled to deduct 5% from the payments to the rural municipalities that are to be made pursuant to this section for the administrative expenses that it incurs in the operation of the Trust Fund;
 - (d) Payments made in respect of lands pursuant to this section shall commence in the year following the calendar year in which the land attained reserve status; provided however, that SARM may make payments from the principal of the fund to rural municipalities in the calendar year in which the land attained reserve status if it considers it reasonable and prudent to do so.
 - (e) Where an indemnity is paid to Saskatchewan with respect to a Specific Claim pursuant to section 16, the amount of the indemnity shall be deducted from any amounts which the rural municipality would otherwise receive pursuant to this Agreement with respect to that Specific Claim.
10. SARM shall keep a complete and accurate set of records relating to the administration of the Trust Fund.

March 23, 2000

11. The records and accounts of the Trust Fund shall be audited annually in accordance with generally accepted auditing principles by an independent auditor selected by SARM. A copy of the auditor's report shall be provided to Saskatchewan as soon as practicably possible after such report is completed which shall in all cases be not more than six months after the end of the fiscal year.
12. The fiscal year of the trust fund shall end on December 31st.
13. SARM shall have all of the rights, obligations and liabilities of a trustee as provided by *The Trustee Act*, or such Act or any similar Act which shall be in force from time to time, except such rights, obligations and liabilities that are necessarily inconsistent with the express terms of this Agreement.
14. SARM agrees that the payment pursuant to section 3 represents the full federal and provincial government contribution towards the loss of municipal taxes in relation to a maximum of 300,000 acres of land attaining reserve status pursuant to the settlement of Specific Claims within rural municipalities as of January 1, 1987.
15. Nothing in this Agreement shall be interpreted so as to:
 - (a) Impose upon any rural municipality an obligation to provide any services in respect of lands which have attained reserve status, save and except for the obligation of rural municipalities to maintain road services pursuant to the provisions of *The Rural Municipality Act, 1989*;
 - (b) Preclude rural municipalities from entering into servicing, bylaw compatibility or other agreements with Bands;
 - (c) Preclude the application of Canada's Additions to Reserves Policy to lands being set apart as reserves pursuant to the settlement of Specific Claims.
16. (1) Subject to subsections (2) and (3), SARM shall indemnify Saskatchewan, its ministers, officers and employees from and against any and all legal actions which may be made by:
 - (a) a rural municipality in relation to any tax loss compensation issues arising out of or in any way relating to lands within a rural municipality attaining reserve status pursuant to the settlement of a Specific Claim up to the total amount of the 300,000 acres referred to in this Agreement; and

March 23, 2000

- (b) Canada, if Canada is claimed against or sued by a rural municipality referred to in paragraph (a) for tax loss compensation as described therein and claims over against Saskatchewan.
- (2) In each individual case, the total amount of the indemnity provided pursuant to paragraphs 1(a) and (b) shall not exceed ten times the Municipal Taxes for the land which is the subject matter of the Specific Claim for the calendar year previous to the calendar year in which the land attained reserve status.
 - (3) SARM may pay the amount of the indemnity from the money in the Trust Fund.
17. (1) Notwithstanding any other provision of this Agreement, it is agreed by Saskatchewan and SARM that:
- (a) a maximum of \$261,400 of the money paid to the Trust Fund pursuant to section 3 shall be used to satisfy the claims for past tax loss of the rural municipalities of Golden West No. 95, Brock No. 64, Hazelwood No. 94, Edenwold No. 158 and Fillmore No. 96 in connection with reserve lands for Ocean Man and Pheasant Rump Bands in the amount of 23,680 and 11,680 acres respectively, provided that Saskatchewan shall have received from those municipalities releases in the form attached as Appendix A, on appropriate trust conditions, prior to or concurrent with the execution of this Agreement.
 - (b) Where, prior to the date of this Agreement, a rural municipality has lost tax revenue as a result of land within the municipality attaining reserve status, SARM may make a payment to the municipality from the principal of the fund to compensate for past tax loss if SARM considers it reasonable and prudent to do so.
- (2) Prior to or concurrent with the execution of this Agreement, Saskatchewan shall have received, on appropriate trust conditions, releases and minutes of settlement and discontinuance with respect to Queen's Bench Action No. 1453 of 1997, Judicial Centre of Regina from SARM and the rural municipalities of Golden West No. 95, Brock No. 64, Hazelwood No. 94, Cana No. 214, Grayson. No. 184, McLeod No. 185, Saltcoats No. 213 and Sherwood No. 159, said releases and minutes to be in a form acceptable to Saskatchewan.

March 23, 2000

18. (1) SARM is in agreement with and shall use all reasonable efforts to have rural municipalities comply with the following:
- (a) Written responses to requests from rural municipalities for comments from Bands and Saskatchewan will be dealt with in a timely manner and where comments are requested as part of a provincial canvass the comments will be sent within the time frames specified in those requests.
 - (b) In cases where rural municipal comments identify the need to acquire additional road widening on lands purchased by Bands, the rural municipality agrees to proceed immediately to negotiate in good faith with the Band to acquire the land required for road widening and to proceed with a survey and registration of the road exception on title. Where possible, this process shall be completed within one year from the Band's request for comments. The rural municipality shall pay the Band the price per acre paid by the Band to acquire the land or such other price which may be agreed on by the rural municipality and the Band.
 - (c) In cases where undeveloped road allowances which are not required in the immediate future for road development are bounded on both sides by reserves established through specific claim settlements the rural municipality shall approve of the transfer to reserve status subject to the conclusion of an agreement among the rural municipality, the Band, Canada and Saskatchewan. This agreement shall provide for the return of these lands or suitable alternate lands by the Band at no cost if the lands are required in the future for road purposes. An undeveloped road allowance means a road allowance upon which no highway, road, street, lane, trail, path or alley has ever been constructed or, if constructed, is no longer being maintained in a condition for use by, or is being used by, the general public for that purpose.
 - (d) In cases where provincial or rural municipal comments identify an unsurveyed road on lands purchased by a Band, the rural municipality shall proceed immediately to either advise the Band that the road is not required or the rural municipality shall negotiate in good faith with the Band to acquire the land required for the unsurveyed road and to proceed with a survey and registration of the road exception on title. In either case the rural municipality will notify Saskatchewan Highways and Transportation and provide any required documentation. In the case of abandonment, Saskatchewan Highways and Transportation shall provide the necessary documentation to have the

March 23, 2000

unsurveyed road included in the lands which are intended to be set apart as an Indian Reserve. Where possible, this process shall be completed within one year from the Band's request for comments. The rural municipality shall pay the Band the price per acre paid by the Band to acquire the land or such other price which may be agreed upon by the rural municipality and the Band.

- (2) It is understood and agreed that failure to respond by a rural municipality in a timely manner to request for comments and concerns or the failure to act on issues identified by the rural municipality may result in that issue not being addressed prior to reserve creation.

19. This Agreement is subject to and conditional on:

- (a) The execution of an agreement between Canada and Saskatchewan with respect to this subject matter;
- (b) The payment of \$4,100,000.00 by Canada to Saskatchewan pursuant to that agreement; and
- (c) An appropriation being made by the Legislature of the Province of Saskatchewan for the amounts to be paid hereunder in the fiscal year of Saskatchewan in which the liability to pay arises.

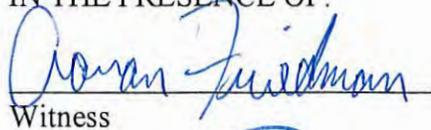
20. This Agreement is made in accordance with the laws of the Province of Saskatchewan.

21. This Agreement shall bind the parties hereto and their respective administrators, successors and assigns.

March 23, 2000

IN WITNESS WHEREOF the Government of Saskatchewan, as represented by the Minister of Intergovernmental and Aboriginal Affairs and the Minister of Municipal Affairs, Culture and Housing and the Saskatchewan Association of Rural Municipalities have executed this Agreement as of the date first above written.

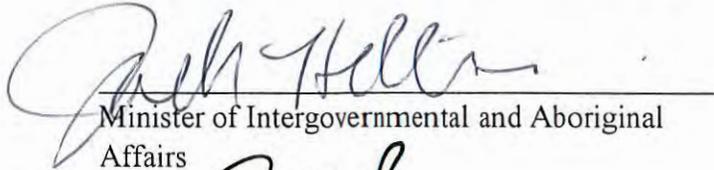
SIGNED AND DELIVERED
IN THE PRESENCE OF:


Witness


Witness

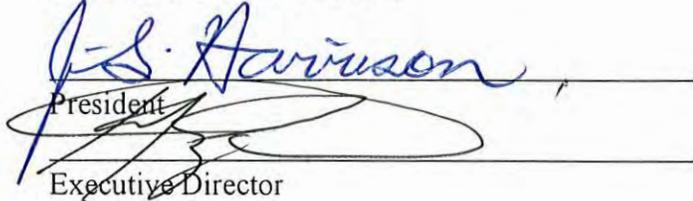
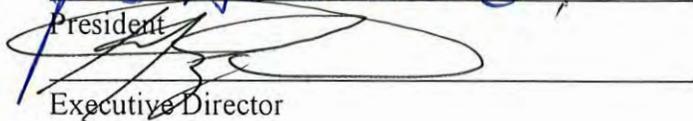
(corporate seal)

THE GOVERNMENT OF SASKATCHEWAN


Minister of Intergovernmental and Aboriginal
Affairs


Minister of Municipal Affairs, Culture and Housing

SASKATCHEWAN ASSOCIATION OF
RURAL MUNICIPALITIES


President

Executive Director

n:jwenger/ray/rmsca.agt

March 23, 2000

APPENDIX A

RELEASE

In consideration of the Rural Municipality of _____ ("the Rural Municipality") receiving the payments pursuant to the Rural Municipal Specific Claims Agreement dated _____, between the Government of Saskatchewan and the Saskatchewan Association of Rural Municipalities, the Rural Municipality hereby releases and discharges the Government of Canada and the Government of Saskatchewan and their ministers, officers and employees, and the Saskatchewan Association of Rural Municipalities and its officers and employees, from any and all actions, causes of action, claims and demands relating to tax loss compensation issues arising out of or in any way relating to the following lands within the Rural Municipality attaining reserve status pursuant to the settlement of a Specific Claim involving _____ Band of Saskatchewan:

(list lands)

It is hereby declared that the signing of this Release has been duly approved and authorized by the council of the Rural Municipality.

Signed under seal this ____ day of _____, _____.

RURAL MUNICIPALITY OF _____

(Seal)

Per: _____

Per: _____

March 23, 2000

APPENDIX U

SCHOOL DIVISION SPECIFIC CLAIMS AGREEMENT

THIS AGREEMENT made as of the 25 day of May, 2000.

BETWEEN:

THE GOVERNMENT OF SASKATCHEWAN, as
represented by the Minister of Intergovernmental
and Aboriginal Affairs and the Minister of Education
(hereinafter referred to as "Saskatchewan")

- and -

SASKATCHEWAN SCHOOL TRUSTEES ASSOCIATION
(hereinafter referred to as "SSTA")

WHEREAS:

- A. Canada has negotiated or will negotiate with certain Indian Bands in Saskatchewan the settlement of their specific claims against Canada;
- B. The specific claims settlement agreements with the Bands may provide, in addition to other terms, that the specific claims band is entitled to acquire by purchase a certain number of acres of land to which Canada is prepared to grant reserve status;
- C. Canada, Saskatchewan and SSTA recognize that there are certain issues which must be addressed when bringing lands within rural municipalities into reserve status, including the issue of school division tax loss;
- D. Canada has agreed to pay Saskatchewan certain monies in consideration of Saskatchewan agreeing to resolve and/or address such issues with school divisions in Saskatchewan.

NOW THEREFORE SASKATCHEWAN and SSTA AGREE AS FOLLOWS:

- 1. In this Agreement, the following terms shall be defined as follows:
 - (a) "Band", "Reserve" and any words herein which are used or defined in the *Indian Act*, R.S.C. 1985, c.I-5 shall have the same meaning as they have in the *Indian Act*, R.S.C. 1985, c.I-5 and the Regulations made thereunder;

14 March 2000

APPENDIX U

2

- (b) "Municipal Taxes" means all applicable taxes levied by a rural municipality for municipal purposes (which, for greater certainty and without limitation, excludes school taxes and any taxes collected by a rural municipality not for the use and benefit of the rural municipality) in respect of lands, improvements and businesses, and includes business taxes levied pursuant to sections 286 and 330 of *The Rural Municipality Act, 1989*, S.S. 1989-90, c.R-26.1, grants in lieu of taxes paid to rural municipalities pursuant to federal or provincial government policy and taxes for municipal purposes levied by a rural municipality upon occupants of lands in respect of such occupation.
 - (c) "School Taxes" means all applicable taxes levied by a rural municipality on behalf of a school division for education purposes (which, for greater certainty and without limitation, excludes Municipal Taxes and local school district taxes levied pursuant to section 287 of *The Education Act*, R.S.S. 1978, (Supp.), c.E-0.1), in respect of land, improvements and businesses, and includes taxes referred to in section 290 of *The Education Act*, grants-in-lieu of taxes paid pursuant to federal or provincial government policy or taxes for educational purposes levied by a rural municipality on behalf of a school division upon occupants of land in respect of such occupation.
 - (d) "Specific Claim" means the claim for damages an Indian Band has against Canada for breach of Canada's obligations to the Band which claim Canada has acknowledged, but only insofar as the claim relates to the 300,000 acres referred to in section 13, and does not include a Treaty Land Entitlement Claim.
2. Saskatchewan and SSTA hereby agree to establish a trust fund, to be known as the School Division Specific Claims Tax Loss Compensation Trust Fund (the "Trust Fund"), for the purposes of :
- (a) receiving the payment to be made by Saskatchewan pursuant to section 3 of this Agreement; and
 - (b) disbursing payments to school divisions that lose School Taxes as a result of lands which had been situated within rural municipalities being set apart as reserves pursuant to settlement of Specific Claims.
3. Saskatchewan shall pay the sum of \$1.2 million to SSTA to be deposited into the Trust Fund and SSTA shall administer and disburse the money in accordance with the terms of this Agreement and only for the purposes specified in this Agreement.

4. SSTA shall be the trustee of the Trust Fund.
5. The beneficiaries of the Trust Fund shall be the school divisions that lose School Taxes as a result of lands which had been situated within rural municipalities being set apart as reserves pursuant to the settlement of Specific Claims and provided that such school divisions have provided releases pursuant to section 8.
6. SSTA may invest the monies in the Trust Fund in any types of investments authorized by section 3 of *The Trustee Act*, R.S.S. 1978, c.T-23 and the interest or other income received shall form part of the Trust Fund.
7.
 - (1) Where lands within a rural municipality have been set apart by Canada as a reserve pursuant to the settlement of a Specific Claim, Saskatchewan will provide SSTA with a copy of the federal order in council or other instrument setting apart the reserve within thirty (30) days after receiving the same from Canada.
 - (2) Within thirty (30) days after receiving the federal order in council from Saskatchewan, SSTA will provide each school division that has lost or will lose School Taxes as a result of lands so being set apart as a reserve, an "Application for Specific Claims Tax Loss Compensation" which shall make provision for specifying the lands which attain reserve status and for which compensation is being claimed.
8.
 - (1) Subject to receipt of the duly completed applications from school divisions, and the provisions of subsection (2), SSTA shall make lump sum payments to school divisions which have lost School Taxes as a result of lands which had been situated within rural municipalities being set apart as reserves pursuant to the settlement of Specific Claims.
 - (2)(a) SSTA shall make payments in accordance with a fair and equitable formula determined by SSTA after consultation with affected school divisions.
 - (b) SSTA shall not pay any money from the Trust Fund to any school division unless and until SSTA has received from the school division a Release in the form attached as Appendix A which has been duly approved and executed by the school division.
 - (c) SSTA shall be entitled to receive \$7,500.00 per fiscal year from the Trust Fund for the administrative expenses that it incurs in the operation of the Trust Fund.

- (d) (i) If there is money remaining in the Trust Fund after 300,000 acres of land have attained reserve status pursuant to the settlement of Specific Claims after January 1, 1987 and all school divisions which have lost School Taxes as a result thereof have received their lump sum payment pursuant to subsection (1), SSTA shall make a residual payment to any school division that received the lump sum payment.
 - (ii) The residual payment shall be in a fair and equitable amount determined by SSTA after consultation with affected school divisions.
 - (e) Where an indemnity is paid to Saskatchewan with respect to a Specific Claim pursuant to section 14, the amount of the indemnity shall be deducted from any amounts which the school division would otherwise receive pursuant to this Agreement with respect to that Specific Claim.
 - (3) Within thirty (30) days of making any payment to a school division from the Fund, the SSTA shall notify Saskatchewan Education in writing of the amount, the recipient and the date of the payment.
9. SSTA shall keep a complete and accurate set of records relating to the administration of the Trust Fund.
 10. The records and accounts of the Trust Fund shall be audited annually in accordance with generally accepted auditing principles by an independent auditor selected by SSTA. A copy of the auditor's report shall be provided to Saskatchewan as soon as practicably possible after such report is completed which shall in all cases be not more than six months after the end of the fiscal year.
 11. The fiscal year of the trust fund shall end on December 31st.
 12. SSTA shall have all of the rights, obligations and liabilities of a trustee as provided by *The Trustee Act*, or such Act or any similar Act which shall be in force from time to time, except such rights, obligations and liabilities that are necessarily inconsistent with the express terms of this Agreement or the provisions of *The Act to incorporate The Saskatchewan School Trustees Association* and amendments thereto.
 13. SSTA agrees that the payment pursuant to section 3 represents the full federal and provincial government contribution towards the loss of School Taxes in relation to a maximum of 300,000 acres of land attaining reserve status pursuant to the settlement of Specific Claims within rural municipalities as of January 1, 1987.

14. (1) Subject to subsections (2) and (3), SSTA shall indemnify Saskatchewan, its ministers, officers and employees from and against any and all legal actions which may be made by:
- (a) a school division in relation to any tax loss compensation issues arising out of or in any way relating to lands within a rural municipality attaining reserve status pursuant to the settlement of a Specific Claim up to the total amount of the 300,000 acres referred to in this Agreement; and
 - (b) Canada, if Canada is claimed against or sued by a school division referred to in paragraph (a) for tax loss compensation as described therein and claims over against Saskatchewan.
- (2) In each individual case, the total amount of the indemnity provided pursuant to paragraphs 1(a) and (b) shall not exceed the amount which the school division would have received pursuant to section 8 with respect to the Specific Claim.
- (3) SSTA may pay the amount of the indemnity from the money in the Trust Fund.
15. (1) Either party may terminate this Agreement by the giving of eighteen (18) months notice in writing to the other party.
- (2) At the date of termination all money and investments in the Trust Fund shall be transferred to Saskatchewan and Saskatchewan shall:
- (a) at Saskatchewan's option, either hold the money and investments in a statutory fund or in a trust fund; and
 - (b) administer and use the money and investments in the new fund in a manner and for the purposes which are substantially similar to and consistent with the provisions of this Agreement;
 - (c) assume all outstanding obligations and indemnities relating to the Trust Fund.
16. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered to, or sent by prepaid registered or certified mail, or confirmed facsimile addressed as follows:

- (a) in the case of a notice or communication to Saskatchewan:

Deputy Minister of Education
 2220 College Avenue
 Regina, Saskatchewan
 S4P 3V7
 Facsimile: (306) 787-1300

- (b) in the case of a notice or communication to the SSTA:

Saskatchewan School Trustees Association
 400 - 2222 13th Avenue
 Regina, Saskatchewan
 S4P 3M7
 Facsimile: (306) 352-9633

or to such address as either party may notify the other in accordance with this section, and if so delivered shall be deemed to have been given when delivered, or at the time of confirmation of electronic transmission if sent by facsimile if such day is a business day, otherwise the next business day following, and if so mailed shall be deemed to have been given on the third business day after the date of mailing except in the case of a mail strike or other disruption of postal service in which case it shall be deemed to have been given on the third business day after such strike or disruption ceases.

17. This Agreement is subject to and conditional on:
- (a) The execution of an agreement between Canada and Saskatchewan with respect to this subject matter;
 - (b) The payment of \$4,100,000.00 by Canada to Saskatchewan pursuant to that agreement; and
 - (c) An appropriation being made by the Legislature of the Province of Saskatchewan for the amounts to be paid hereunder in the fiscal year of Saskatchewan in which the liability to pay arises.
18. This Agreement is made in accordance with the laws of the Province of Saskatchewan.
19. This Agreement shall bind the parties hereto and their respective administrators, successors and assigns.

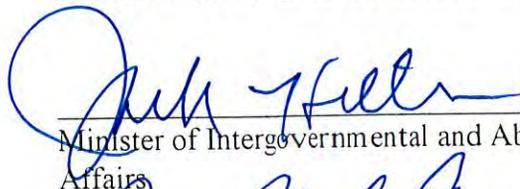
IN WITNESS WHEREOF the Government of Saskatchewan, as represented by the Minister of Intergovernmental and Aboriginal Affairs and the Minister of Education and the Saskatchewan School Trustees Association have executed this Agreement as of the date first above written.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

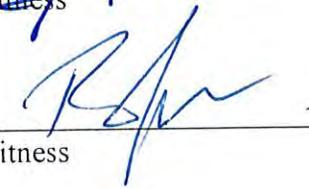
THE GOVERNMENT OF SASKATCHEWAN



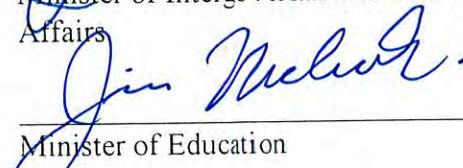
Witness



Minister of Intergovernmental and Aboriginal Affairs



Witness



Minister of Education

SASKATCHEWAN SCHOOL TRUSTEES
ASSOCIATION

(corporate seal)



President


Executive Director

APPENDIX A

RELEASE

In consideration of the _____ School Division No. _____ of Saskatchewan receiving the payments set out pursuant to the School Division Specific Claims Agreement between the Government of Saskatchewan and the Saskatchewan School Trustees Association dated _____, _____, the Board of Education of the _____ School Division No. _____ of Saskatchewan hereby releases and discharges the Government of Canada and the Government of Saskatchewan, their ministers, officers and employees, and Saskatchewan School Trustees Association and its officers and employees, from any and all actions, causes of action, claims and demands relating to tax loss compensation issues arising out of or in any way relating to the following lands within a rural municipality attaining reserve status pursuant to the settlement of a Specific Claim involving the _____ Band of Saskatchewan:

(list lands)

It is hereby declared that the signing of this Release has been duly approved and authorized by the Board of Education.

Signed under seal this _____ day of _____, _____.

THE BOARD OF EDUCATION OF THE
 _____ SCHOOL DIVISION NO. _____
 OF SASKATCHEWAN

(Seal)

Per: _____

Per: _____

14 March 2000

N:\Jwenger\RAY\sdsca.agt.wpd

APPENDIX V

Specific Land Claims Fund
Background Information
Prepared by Saskatchewan School Boards Association



Canada has negotiated or will negotiate with certain Indian Bands in Saskatchewan the settlement of specific claims against Canada. Settlements may provide that the band is entitled to purchase a certain number of acres of land to which Canada is prepared to grant reserve status.

The Governments of Canada and Saskatchewan agreed that there were certain issues to be addressed when creating reserves, including the issue of school division tax loss. As part of the negotiations Canada agreed to give to the Province of Saskatchewan the sum of 1.2 million dollars to be used to compensate boards of education for loss of revenues due to rural lands being transferred to reserve status. This amount was provided to cover the purchase of up to 300,000 acres by bands.

It is the understanding of the Saskatchewan School Boards Association (SSBA) that there are no further negotiations contemplated on this issue and that the sum of \$1,200,000 is all that will be available to compensate boards of education.

The Government of Saskatchewan has entered into an agreement with the SSBA to have the SSBA hold the 1.2 million dollars in trust and to administer the payment of the monies from the fund. Initial payment to Boards will be on the basis of \$4 per acre (1,200,000/300,000 acres) for lands within the division that have become reserve under a special claim settlement. Any interest on the fund will be accumulated until the full 300,000 acres has been purchased, at which time the interest will be divided evenly among the boards who received payments. It is also possible earlier payments of accumulated interest could occur.

Boards of education do not have to accept the payment. If they do, they give up the right to make any claim against the Government of Canada or the Government of Saskatchewan for any loss of revenue they may experience because of land being changed to reserve status.

If a board of education does not wish to accept the payment then the board would have to bring an action on its own to try and recover the potential loss of revenues. Boards should seek independent legal advice to determine whether or not this option is viable.

Note: The special claims compensation payout is a different program than the Treaty Land Entitlement Agreement which also deals with compensation for lands granted reserve status but only for lands acquired pursuant to that agreement.

If you have any further questions concerning this issue contact Geraldine Knudsen at (306) 569-0750.

**SPECIFIC LAND CLAIMS FUND
TAX LOSS COMPENSATION FOR SCHOOL DIVISIONS**

Procedures for:

- ***Ministry of Government Relations***
- ***Ministry of Education***
- ***Saskatchewan School Boards Association***

1. The Ministry of Government Relations (GR) receives a copy of the Federal Order in Council (OC) setting aside lands within a rural municipality as reserve pursuant to a specific land claim.
2. GR sends a letter together with a copy of the Federal OC to the Provincial Review Committee and the Ministry of Education's Legislative Services and Privacy Unit (LSP). The letter sets out the Band/First Nation that the reserve is set aside for as well as the GR file name(s) and number(s).
3. LSP reviews the Federal OC and fills out Form A, giving as much information as possible regarding the legal description, number of acres and the name or names of the School Division in which the lands are located.
4. LSP sends a copy of the Federal OC and the completed Form A to the Saskatchewan School Boards Association (SSBA).
5. The SSBA forwards Form B to the affected School Division(s).
6. The School Division(s) completes Form B and returns it to the SSBA.
7. Upon receipt of the signed release (Form B), the SSBA issues the payment to the School Division and forwards a copy of the completed Form B to LSP.

Notes: Steps 1-3 – The School Division Specific Claims Agreement requires that the province of Saskatchewan notify the SSBA within 30 days of the date of the Federal OC or as soon as a copy is received from the federal government.

Step 4 – The SSBA must forward Form B to the School Division within 30 days of receiving a copy of the Federal OC.

Form A
CONFIRMATION OF SPECIFIC LAND CLAIM

To: Saskatchewan School Boards Association
400 – 2222-13th Avenue, Regina, SK S4P 3M7

Attention: Director of Corporate Services

From: Ministry of Education

Attached is a copy of Federal Order in Council Number _____
Dated _____

As confirmed by Indigenous and Northern Affairs Canada, the above noted Federal Order in Council relates to lands set aside as reserve. Indigenous and Northern Affairs Canada has confirmed that these lands form part of the 300,000 acres for which compensation to Boards of Education is covered under the Specific Land Claims Fund for School Divisions.

Dated this _____ day of _____ 20____.

Government of Saskatchewan
Ministry of Education

Per: _____
(Signature)

(Title)

First Nation: _____			
Selection Name	Legal Description	# of Acres	School Division/s

Form B
SCHOOL DIVISION COMPENSATION RE: SPECIFIC LAND CLAIM

Re: The Board of Education of the _____ School
 Division No: _____ of Saskatchewan.

The following lands in the above-noted school division have been set apart as a reserve for the
 _____ Band/First Nation pursuant to a federal Order in Council
 dated _____.

<i>Legal Description of Property set Aside as Reserve</i>	<i>Number of Acres</i>
Total Number of Acres	

Compensation Payment

The Compensation Payment is an estimate of the proportionate share of the trust funds received from the Government of Canada to compensate Boards of Education for the loss of tax revenue when rural lands are set aside as reserves under Special Claims by First Nations. Any monies remaining in the trust fund once all 300,000 acres have been set aside as reserve will be distributed on a proportionate basis to Boards of Education who have received Compensation Payments. The Compensation Payment is calculated by taking the number of acres converted to reserve land and multiplying that number by \$4.00.

<p>The Total Compensation Payment for all the above noted lands is:</p> <p>COMPENSATION PAYMENT \$ _____</p>
--

Please see Instructions and Release to be signed by applicant Board of Education

Instructions to Boards of Education:

1. Review the land description and tax revenue information for accuracy.
2. Review the Release.

NOTE: THIS RELEASE AFFECTS THE BOARD OF EDUCATION'S LEGAL RIGHTS AND ABILITY TO RECOVER ANY OTHER COMPENSATION FOR LOST TAX REVENUE. PLEASE REVIEW IT CAREFULLY AND SEEK INDEPENDENT LEGAL COUNSEL IF YOU HAVE ANY CONCERNS.

3. If the Board of Education agrees to accept the Compensation Payment, a resolution should be passed saying:
"The Board agrees to accept the payment set out in the attached Form B – School Division Compensation Re: Specific Land Claim for the lands noted and agrees to have its proper officers execute the Release."
4. Sign and return the release to the SSBA office in Regina.

Once the release is signed and returned by the Board of Education the SSBA will issue payment for the amount of Compensation Payment indicated. A copy of this Form B and Release will be shared with the Ministry of Education and the Ministry of Government Relations.

RELEASE

In consideration of the receipt of the Compensation Payment in the amount of \$ _____, the Board of Education hereby releases and discharges the Government of Canada and the Government of Saskatchewan, their ministers, officers and employees, and Saskatchewan School Board Association and its officers and employees, from any and all action, causes of action, claims and demands relating to tax loss compensation issues arising out of or in any way relating to the above noted lands within a rural municipality attaining reserve status pursuant to the settlement of a Specific Land Claim involving the _____ Band/First Nation of Saskatchewan.

It is hereby declared that the signing of this Release has been duly approved and authorized by the Board of Education.

Signed under seal this _____ day of _____, 20_____.

(Seal) **The Board of Education of the _____
School Division No. _____ of Saskatchewan**

Per: _____

Per: _____

Return signed release to: Saskatchewan School Boards Association
400 – 2222-13th Avenue, Regina, SK S4P 3M7

SSBA use only:

Date release received: _____ (MM/DD/YY) Payment processed: _____ (MM/DD/YY)

(Initials)

APPENDIX W

BETWEEN:

THE GOVERNMENT OF SASKATCHEWAN, as represented
by the Minister of Intergovernmental and Aboriginal Affairs,
(hereinafter referred to as "Saskatchewan")

AND:

**SASKATCHEWAN CONSERVATION AND DEVELOPMENT
ASSOCIATION INC.**
(hereinafter referred to as the "SCDA")

**CONSERVATION AND DEVELOPMENT AREA AUTHORITY
SPECIFIC CLAIMS TAX LOSS COMPENSATION AGREEMENT**

**CONSERVATION AND DEVELOPMENT AREA AUTHORITY
SPECIFIC CLAIMS TAX LOSS COMPENSATION AGREEMENT**

THIS AGREEMENT made as of the 17 day of May, 2000.

BETWEEN:

THE GOVERNMENT OF SASKATCHEWAN, as represented
by the Minister of Intergovernmental and Aboriginal Affairs,
(hereinafter referred to as "Saskatchewan")

AND:

**SASKATCHEWAN CONSERVATION AND DEVELOPMENT
ASSOCIATION INC.**
(hereinafter referred to as the "SCDA")

WHEREAS:

- A. The Government of Canada ("Canada") has negotiated and will hereafter negotiate with certain Indian Bands in Saskatchewan the settlement of their Specific Claims against Canada;
- B. The Specific Claims settlement agreements with the Bands may provide, in addition to other terms, that the Specific Claims Band is entitled to acquire by purchase a certain number of acres of land to which Canada is prepared to grant reserve status;
- C. Saskatchewan and the SCDA recognize that there are certain issues which must be addressed when bringing lands within rural municipalities into reserve status, including the issue of conservation and development area authority ("CDAA") tax loss compensation;
- D. Canada has agreed to pay Saskatchewan certain monies in consideration of Saskatchewan agreeing to resolve and/or address such issues with CDAA's in Saskatchewan.

NOW THEREFORE, SASKATCHEWAN AND THE SCDA AGREE AS FOLLOWS:

- 1. In this Agreement, the following terms shall have the following meanings:
 - (a) "**Band**", "**reserve**" and any other words herein which are defined in the *Indian Act*, R.S.C. 1985, c.I-5 shall have the same meaning as they have in the *Indian Act*, R.S.C. 1985, c.I-5 and the Regulations made thereunder;

- (b) "**Conservation and Development Area Authority**" or "**CDAA**" means a governing body of a conservation and development area established pursuant to *The Conservation and Development Act*, R.S.S. 1978, c.C-27;
 - (c) "**Specific Claim**" means the claim for damages an Indian Band has against Canada for breach of Canada's lawful obligations to the Band which claim Canada has acknowledged but, for greater certainty, excludes any claim relating to treaty land entitlement;
 - (d) "**taxes**" means all grants, levies, rates or taxes that may be assessed, charged or levied by a CDAA pursuant to *The Conservation and Development Act*, R.S.S. 1978, c.C-27; and
 - (e) "**works**" means any work that is necessary to save, conserve or develop any land or any water resource.
2. Saskatchewan and the SCDA hereby agree to establish a trust fund, to be known as the "*CDAA Specific Claims Tax Loss Compensation Trust Fund*" (the "Trust Fund"), for the purposes of:
- (a) receiving the payment to be made by Saskatchewan pursuant to section 3 of this Agreement;
 - (b) disbursing payments to qualifying CDAA's that lose taxes as a result of lands which had been situated within rural municipalities being set apart as reserves pursuant to the settlement of Specific Claims;
 - (c) when and if applicable, returning a portion of such funds to Saskatchewan in accordance with the terms of this Agreement; and
 - (d) such other purposes as are specifically provided for in this Agreement.
3. Saskatchewan shall pay the sum of \$100,000.00 to the SCDA, which amount shall be forthwith deposited into the Trust Fund by the SCDA and invested. Unless otherwise agreed between Saskatchewan and the SCDA, the SCDA shall administer and disburse all monies from time to time on deposit in the Trust Fund in accordance with, and only for the purposes specified in, this Agreement.
4. The SCDA shall be the trustee of the Trust Fund.

5. The beneficiaries of the Trust Fund shall be those qualifying CDAA's that hereafter lose taxes as a result of land which had been situated within rural municipalities being set apart as reserves pursuant to the settlement of Specific Claims, provided always that such qualifying CDAA's have first provided a release in favour of Canada and Saskatchewan in the form attached as Schedule "A" to this Agreement (or in such other form as may hereafter be agreed to by Saskatchewan and the SCDA) and provided that such CDAA's have otherwise complied with the terms of this Agreement.
6. The SCDA may invest the monies from time to time on deposit in the Trust Fund in any type of investments authorized by section 3 of *The Trustee Act*, R.S.S. 1978, c. T-23.
7. Where lands within a rural municipality have been set apart by Canada as a reserve pursuant to the settlement of a Specific Claim, Saskatchewan will provide the SCDA with a copy of the federal order in council (or other instrument creating the reserve) within thirty (30) days after receiving the same from Canada.
8. On or before the 1st day of September in each year, the SCDA agrees to provide to each CDAA that has lost taxes or is reasonably expected during the ensuing twelve (12) month period (based on information provided by such CDAA's to the SCDA) to lose taxes as a result of lands which are or had been situated in a rural municipality within the jurisdiction of the CDAA being set apart as reserves pursuant to the settlement of a Specific Claim, an "Application for Specific Claims Tax Loss Compensation" which shall make provision for specifying the lands which had been situated in a rural municipality within the CDAA which attained reserve status and for which compensation is being or is reasonably anticipated to be claimed.
9. On or before September 30th of each year, the SCDA shall determine the amount of interest and other income earned by the Trust Fund in the preceding twelve (12) month period.
10. (1) Subject to receipt of the duly completed applications from CDAA's and the provisions of subsection (2), on or before September 30th of each year the SCDA shall pay to each qualifying CDAA which has properly applied for tax loss compensation an amount from the interest and other income earned on the monies held in the Trust Fund, such amount to be paid by the SCDA in accordance with a fair and equitable formula approved from time to time by a majority of the members of the SCDA.

(2) Notwithstanding subsection (1):

- (a) the SCDA shall not pay any money from the Trust Fund to a CDAA unless and until the SCDA has received from such CDAA and delivered to Saskatchewan a release (in the form contemplated herein) which has been duly approved and executed by the CDAA;
- (b) the SCDA may pay amounts to a CDAA after September 30th where required information not previously available has been provided to the SCDA after that date;
- (c) the SCDA shall be entitled to receive, on an annual basis, up to a maximum of ten (10%) percent of any interest or other income earned on the monies on deposit in the Trust Fund to reimburse the SCDA for administrative expenses that it incurs to maintain and operate the Trust Fund;
- (d) payments made in respect of lands pursuant to this section shall commence in the year following the calendar year in which the land attained reserve status; provided however, that the SCDA may, in its sole discretion, make payments from the principal or interest of the Trust Fund to CDAA's in the calendar year in which the land attained reserve status if it considers it reasonable and prudent to do so; and
- (e) no amount shall be paid or shall be payable to any the Dissenting CDAA (as defined in Section 16) in respect of any tax loss of such Dissenting CDAA (arising as a result of the settlement of a Specific Claim) until such time as:
 - (i) the Dissenting CDAA has provided a release, in respect of the relevant Specific Claim, to Canada and Saskatchewan in the manner set forth herein;
 - (ii) the Dissenting CDAA has reimbursed the Trust Fund (or, at the discretion of the SCDA, indemnified the SCDA and the Trust Fund) for the full amount of any indemnity payment made (or which may thereafter be made) by the SCDA to Saskatchewan in relation to such Specific Claim, including payment and/or indemnification for the loss of all accrued interest thereon; and
 - (iii) the Dissenting CDAA has reimbursed the SCDA for all other costs and expenses incurred by the SCDA in relation to such Dissenting CDAA's Specific Claim and the related indemnity payment associated therewith (including, without limitation, a reasonable

assessment for administrative costs incurred and full reimbursement for legal fees and expenses paid or incurred by the SCDA on a solicitor and his/her own client basis).

11. The SCDA shall keep a complete and accurate set of records relating to the administration of the Trust Fund and shall provide when requested by Saskatchewan such records and information as are necessary for Saskatchewan to determine whether the Trust Fund is being administered and disbursed in accordance with this Agreement.
12. The records and accounts of the Trust Fund shall be maintained by the SCDA in the same manner as it maintains its own records and accounts. A copy of an accountant prepared financial statement relating to the Trust Fund shall be prepared by the SCDA's accountant in accordance with generally accepted accounting principles and as required in relation to the SCDA under applicable law. A copy of such financial information shall be provided to Saskatchewan as soon as practicably possible after such financial information is completed, which shall in all cases be not more than six months after the end of the fiscal year. Where Saskatchewan, acting reasonably, has a basis for concern with respect to the adequacy of such financial statements or financial information, it may require the SCDA to provide audited financial statements in relation to the Trust Fund for the next fiscal year. For greater certainty, the costs of conducting any such audit and for preparing such audited financial statements or financial information shall be paid for out of the capital of the Trust Fund.
13. The fiscal year of the Trust Fund shall end on December 31st.
14. The SCDA shall have all of the rights, obligations and liabilities of a trustee as provided by *The Trustee Act* except such rights, obligations and liabilities that are necessarily inconsistent with the express terms of this Agreement.
15. The SCDA acknowledges that the payment pursuant to section 3 was originally intended to represent the full federal and provincial government contribution towards the loss of taxes in relation to a maximum of 300,000 acres of land within Saskatchewan rural municipalities which are set apart as a reserve, from and after January 1, 1987, pursuant to the settlement of any Specific Claim. The parties further acknowledge that, pursuant to Specific Claim settlement agreements, approximately 36,000 acres of reserve land has, since January 1, 1987, already been set apart as reserve and that, in respect of such 36,000 acres, no CDAA experienced any loss of taxes. As a result, the parties acknowledge that the \$100,000 payment is now intended to provide a source of investment income from which those CDAA's that elect to do so, in accordance with this Agreement, may obtain compensation for tax loss in relation to a remaining maximum of up to 264,000 acres of land which are hereafter set apart as a reserve pursuant to the settlement of any Specific Claim.

16. In the event that any CDAA (hereafter a "Dissenting CDAA") has elected to commence any legal action against Canada and/or Saskatchewan in relation to the loss of taxes by such CDAA arising out of, or in any way relating, to lands within such CDAA's conservation and development area attaining reserve status pursuant to the settlement of a Specific Claim, then the SCDA specifically acknowledges and agrees that it shall, upon the written request of Saskatchewan, be obligated to indemnify Saskatchewan in respect of such Dissenting CDAA's claim in an amount equal to the lesser of the actual loss experienced by Saskatchewan as a direct result of such Dissenting CDAA's claim and an amount calculated as follows:

$$\frac{A}{264,000} \times \$100,000$$

where "A" shall be equal to the number of acres of land in respect of which the Dissenting CDAA has asserted a claim against Canada and/or Saskatchewan in respect of tax loss compensation. For greater certainty, the SDCA's indemnity obligation shall be limited solely to the lesser of the actual loss experienced by Saskatchewan as aforesaid and the amount determined in accordance with the foregoing formula, and the SCDA shall be entitled to use any of the funds on deposit in the Trust Fund to make such indemnity payment to Saskatchewan.

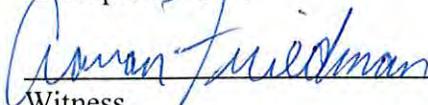
17. The SCDA is in agreement with, and shall use reasonable efforts to encourage CDAA's to comply with, the following:
- (a) written responses for comments from CDAA's shall, when requested by Bands and/or Saskatchewan in relation to any Specific Claim, be dealt with in a reasonable time frame and where comments are requested as part of a provincial canvas the comments will be sent, whenever reasonably possible, within the time frames specified in those requests; and
 - (b) where CDAA works are located on lands purchased by a Band pursuant to the settlement of a Specific Claim, the CDAA, upon notification by a Band, is to expeditiously proceed to negotiate in good faith with the Band to conclude a replacement disposition under the terms of the *Indian Act* or some other arrangement acceptable to the CDAA and the Band, both acting reasonably.
18. This Agreement shall bind the parties hereto and their respective successors and assigns.

19. Notwithstanding any other term or provision hereof, each of Saskatchewan and the SCDA specifically acknowledges and agrees that the SCDA has no legal authority to bind or create any obligation on the part of any CDAA and nothing in this Agreement shall be construed as having in any way done so.
20. This Agreement shall be governed by and construed in accordance with the laws of Saskatchewan and the laws of Canada applicable therein.
21. All references herein to statutes of either Canada or Saskatchewan shall include, unless a contrary intention is expressed, any such statute as the same may be amended, re-enacted or replaced from time to time and, in respect of any defined term derived from such statute referred to herein, includes any subsequent definition contained in any statute enacted in substitution therefor, or in modification thereof.
22. All references in this Agreement to dollars are expressed and shall be payable in Canadian currency.
23. This Agreement shall not be varied, modified, amended, supplemented or replaced except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF the Government of Saskatchewan, as represented by the Minister of Intergovernmental and Aboriginal Affairs, and the Saskatchewan Conservation and Development Association Inc. have executed this Agreement as of the date first above written.

SIGNED AND DELIVERED

in the presence of:



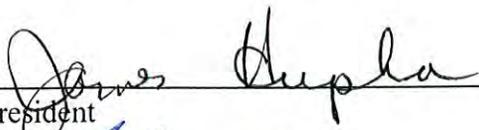
 Witness

THE GOVERNMENT OF SASKATCHEWAN



 Minister of Intergovernmental and Aboriginal
 Affairs

**SASKATCHEWAN CONSERVATION AND
 DEVELOPMENT ASSOCIATION INC.**

Per: 

 President

Per: 

 Executive Director



APPENDIX A

RELEASE

In consideration of The _____ Conservation and Development Area Authority (the "CDAA") receiving and continuing to receive payments in the manner contemplated in the *Conservation and Development Area Authority Specific Claims Tax Loss Compensation Agreement* dated _____, 2000, between the Government of Saskatchewan and the Saskatchewan Conservation and Development Association Inc. ("the Agreement"), as such Agreement is or may hereafter be amended from time to time, the CDAA hereby releases and discharges the Government of Canada and the Government of Saskatchewan, and their respective ministers, officers and employees, from any and all actions, causes of action, claims and demands for any costs, expenses or damages in respect of or relating to the loss of taxes arising out of or in any way relating to those lands described in Schedule "A" hereto (such lands being currently located within the CDAA's conservation and development area) attaining reserve status pursuant to the settlement of a Specific Claim involving the _____ Band of Indians of Saskatchewan.

It is hereby declared that the execution and delivery of this Release has been duly approved and authorized by the CDAA.

It is hereby further acknowledged and agreed that any terms which are used in this Release and which are defined in the Agreement shall have the same meaning in this Release as in the Agreement.

Signed under seal this ____ day of _____, _____.

**THE _____ CONSERVATION
AND DEVELOPMENT AREA AUTHORITY**

Per: _____

(Seal)

Per: _____