

**SCHEDULE “B” TO THE
DESIGNATION FOR EASEMENT ON THE MUSCOWPETUNG RESERVE**

EASEMENT AGREEMENT FOR FLOODING

THIS AGREEMENT made in triplicate this _____ day of _____, _____.

BETWEEN:

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

(herein “Canada”)

AND:

SASKATCHEWAN WATERSHED AUTHORITY,
a Crown corporation continued pursuant to *The Saskatchewan
Watershed Authority Act, 2005*, its successors or assigns,

(herein “Easement Holder”)

WHEREAS:

RESERVE

A. The Muscowpetung Indian Reserve No. 80 (herein the “Reserve”) is a reserve within the meaning of the *Indian Act*, R.S.C. 1985, c.I-5, as amended (herein the “Act”);

FIRST NATION

B. The Muscowpetung Band of Indians (herein the “First Nation”) is a band as defined pursuant to subsection 2(1)(a) of the Act;

SETTLEMENT AGREEMENT

C. The structure at the outlet of Echo Lake in the Qu’Appelle Valley (the “Structure”) was constructed by Canada in the early 1940s to control water levels and to facilitate agricultural development;

D. The First Nation submitted to Canada a specific claim under Canada’s Specific Claims Policy on June 26, 1986 (the “Specific Claim”) alleging the unauthorized construction and operation of the Structure resulting in flooding of a portion of its existing Reserve lands from 1943 to the present;

E. Pursuant to letters dated November 26, 1998 and December 3, 1998, Canada agreed to accept the Specific Claim for negotiation and the First Nation and Canada entered into negotiations to address past damages caused by the unauthorized flooding of Reserve land associated with the operation of the Structure and to provide compensation and lawful authority for the future flooding of the Reserve land more particularly described in the attached Schedule “A” (the “Easement Lands”);

F. The First Nation and Canada have negotiated the *Muscowpetung Sauleaux Flooding Claim Settlement Agreement* dated for reference August 22, 2012 (the “Settlement Agreement”) in order to achieve final settlement of the Specific Claim and all past damages caused by the unauthorized flooding of Reserve land and to provide compensation and lawful authority for the future flooding of Reserve land;

G. In 2003, Saskatchewan was asked to participate in the negotiations to address certain issues that arose outside of the Specific Claim and Canada’s mandate;

H. The Easement Lands were designated to Canada by *Designation for Easement on the Muscowpetung Sauleaux Reserve* dated _____, _____ (the “Designation”) with authority to grant to the Easement Holder, the right, licence, liberty and easement to use and occupy the Easement Lands for the purposes identified herein;

I. The Designation was accepted by the Governor in Council by P.C. _____ on _____, _____ and registered in the Indian Lands Registry under No. _____;

FIRST NATION CONSENT

J. The First Nation, by duly executed Band Council Resolution number _____ dated _____, _____ and attached as Schedule “B”, has consented to the terms of this *Easement Agreement For Flooding*;

AUTHORITY FOR SASKATCHEWAN AND CANADA

K. Her Majesty the Queen in right of Saskatchewan as represented by the Minister of Environment (“Saskatchewan”), Canada and the First Nation have negotiated and agreed to those terms necessary to facilitate the settlement of the Specific Claim and for the flooding of Reserve land pursuant to the terms of the *Tripartite Agreement to Facilitate the Muscowpetung Sauleaux Flooding Claim Settlement Agreement* dated for reference August 22, 2012 (the “Tripartite Agreement”);

L. The Saskatchewan Watershed Authority (the “Watershed Authority”) and the Department of Agriculture and Agri-Food Canada, as represented by the Assistant Deputy Minister of the Agri-Environment Services Branch (the “AESB”) have entered into a *Memorandum of Understanding for Continued Negotiations for Proposed Transfer of Water Control Structures* dated July 21, 2009, confirming their mutual intent to negotiate the transfer of administration and control of the Structure from AESB to the Watershed Authority, and the *Qu'Appelle Structures Operating Agreement* dated April 28, 2009,

contracting the Watershed Authority to operate the Structure on behalf of AESB pending transfer of the Structure;

M. By Order in Council No. _____ dated _____, _____ Saskatchewan has authorized the execution of this Agreement; and

N. The Minister of Indian Affairs and Northern Development is authorized under subsection 53(1) of the Act to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of a payment by the Easement Holder to Canada in the sum of \$1.00, made payable to the Receiver General for Canada, the receipt of which is hereby acknowledged by Canada, and in further consideration of the covenants and agreements herein contained to be observed and performed by the Easement Holder, Canada shall grant an *Instrument of Grant for Flooding Easement*, or such other instrument having similar effect, granting, transferring and conveying to the Easement Holder, in accordance with the terms and conditions of this Agreement, the right, liberty, licence, privilege and easement for the Easement Holder and its servants, employees, contractors, subcontractors, successors and assigns to enter upon and use the Easement Lands for the following purposes and on the terms and conditions contained in this Agreement:

1. flooding and management of lake levels;
2. monitoring of water quality; and
3. clearing those portions of the Easement Lands of all or any part of any trees, growth, or obstructions now or hereafter which might interfere with the rights of the Easement Holder under this Agreement,

(all of which is hereinafter referred to as the “Easement”).

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

DEFINITIONS

1. In this Agreement:

- (a) “Agreement” means this *Easement Agreement For Flooding* and all Schedules and attachments;
- (b) “Authority” means any one or any combination of applicable federal, provincial, First Nation or other governmental authorities;
- (c) “Contaminants” includes, but is not limited to, any substance, toxic substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting

substance, halocarbon, pesticide, waste or designated material as defined in or pursuant to any Environmental Laws;

- (d) “Effective Date” means the date on which this Agreement is executed by Canada and the Easement Holder;
- (e) “Environment” means the components of the earth and includes:
- (i) air, land and water;
 - (ii) all layers of the atmosphere;
 - (iii) all organic and inorganic matter and living organisms; and
 - (iv) the interacting natural systems that include components referred to in subclauses (i) to (iii) above;
- (f) “Environmental Laws” means any Laws relating, in whole or in part, to the protection and enhancement of the Environment, and, any specifications, mitigation, and protection measures relating to the Environment;
- (g) “Laws” means all laws, statutes, regulations, bylaws and legally binding decisions of any Authority now existing or which may exist in the future or as amended, enacted or re-enacted from time to time; and
- (h) “Release” includes to discharge, dispose of, spray, inject, inoculate, abandon, deposit, spill, leak, leach, seep, pour, emit, empty, throw, dump, place or exhaust.

DURATION

2. This Agreement shall become effective on the Effective Date and shall continue for as long as the Easement is required by the Easement Holder for the purposes set forth in this Agreement.

3. This Agreement shall be recorded in the Indian Land Registry.

PRIOR RIGHTS

4. The Easement is subject only to such permitted encumbrances as are set out below:

NIL

COMPLIANCE WITH LAWS

5. The Easement Holder shall comply with all Environmental Laws and any other applicable Laws on the Easement Lands.

TAXES OR LEVIES

6. The First Nation shall not seek from Canada or the Easement Holder, any compensation or payment for the use of the Easement Lands or any other rights granted in

this Agreement, as the consideration for the Easement and future use of the Easement Lands has been paid in full to the First Nation in the compensation pursuant to the Settlement Agreement. Nothing, however, shall restrict or prohibit the First Nation from imposing any form of property tax or other charges, assessments or levies in respect of the Easement Lands or the Easement Holder as may be permitted by law.

DECOMMISSIONING AND RESTORING THE EASEMENT LANDS

7. Canada prepared an *Environmental Screening Report*, dated the 5th day of May, 2005, and provided a copy of such report to the Easement Holder and the First Nation.

8. Within one hundred twenty (120) days after the expiration or termination of this Agreement, the Easement Holder shall, at its own expense, have an independent consultant prepare a *Decommissioning and Restoration Plan* to restore any damage done to the Easement Lands by the Easement Holder through exercise of its rights under this Agreement. This plan shall be approved by Canada, in consultation with the First Nation, and shall take into account:

(a) the *Environmental Screening Report* referred to in Clause 7; and

(b) the *Environmental Baseline Study* referred to in Clause 5.1 of the Tripartite Agreement.

9. The Easement Holder shall provide the independent consultant with terms of reference for the *Decommissioning and Restoration Plan* referred to in Clause 8, as approved by Canada, in consultation with the First Nation.

10. The *Environmental Screening Report* and the *Environmental Baseline Study* shall document the environmental condition of the Easement Lands on or near the Effective Date and shall be used to set the terms of reference for the *Decommissioning and Restoration Plan*.

11. Within twelve (12) months after the expiration or termination of this Agreement pursuant to Clause 35, or such other time as agreed to by Canada and the Easement Holder, the Easement Holder shall at its own expense, restore the Easement Lands in accordance with the *Decommissioning and Restoration Plan*. Canada shall provide the Easement Holder, its officials, agents or servants with access to the Easement Lands for that purpose. If the Easement Holder fails to so restore the Easement Lands, Canada shall restore the Easement Lands and the Easement Holder shall pay to Canada the reasonable cost of restoring the Easement Lands to such condition and all reasonable costs, expenses and damages incurred by Canada with respect thereto, including administration costs.

CONTAMINANTS

12. The Easement Holder shall not use the Easement Lands to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce, Release or process any

Contaminants except as may be reasonably required for the uses authorized under this Agreement and in strict compliance with all applicable Environmental Laws.

REMOVAL OF CONTAMINANTS

13. Without limiting the requirement to report the Release of Contaminants pursuant to Clause 15, if requested by Canada or any other Authority, the Easement Holder shall, at its sole expense, promptly remove from the Easement Lands any Contaminants which are or have been located, stored or incorporated in, on or under the Easement Lands by the Easement Holder and, upon the removal, shall forthwith provide to Canada and any other Authority documentation confirming the completion of the Contaminant removal.

14. Prior to or upon the expiration or termination of this Agreement, the Easement Holder shall, at its sole expense, remove from the Easement Lands any Contaminants which are located, stored or incorporated in, on or under the Easement Lands by the Easement Holder.

REPORT ON RELEASE

15. Where the Easement Holder is responsible for and aware of the Release of Contaminants in, on, above or under the Easement Lands, the Easement Holder shall:

- (a) immediately deliver written notice to Canada and any appropriate Authority of the Release and the details relating to the Release including the time and extent of the Release, the estimated amount of Contaminants released, the remedial action taken prior to the delivery of the notice, and the remedial action the Easement Holder intends to take in order to contain or rectify the Release;
- (b) at its sole expense, immediately take all remedial action necessary, in compliance with all applicable Environmental Laws and all reasonable requirements of Canada, to fully rectify the effects of the Release, including any effects of the Release beyond the Easement Lands;
- (c) forthwith provide Canada with an independent report, satisfactory to Canada, of its activities under clause 15(b) and the state of the Easement Lands after such activities compared with the state of the Easement Lands prior to the Release; and
- (d) do such further activities, based on the report referred to in clause 15(c), as Canada may reasonably require to rectify the Release.

REMEDIAL MEASURES BY CANADA

16. If the Easement Holder fails to carry out any of its obligations pursuant to Clauses 13, 14 and 15, Canada may take whatever action it considers necessary to fulfil the Easement Holder's obligations and the Easement Holder shall be liable for the cost thereof, including administrative costs. The Easement Holder shall provide Canada, her officials, agents or servants with access to the Easement Lands for that purpose.

SUSPENSION OF OPERATIONS/REMEDIATION

17. Where the operations of the Easement Holder on the Easement Lands contribute to any detrimental environmental changes for which Canada, acting in accordance with regulations and standards established by applicable Laws, determines that remedial action is necessary, the Easement Holder shall, on receipt of notice from Canada and at its sole expense, undertake the required action.

TITLE TO CONTAMINANTS

18. Notwithstanding any rule of law to the contrary, any Contaminants, which are located, stored, Released or incorporated in, on, above or under the Easement Lands by the Easement Holder remain the sole and exclusive property of the Easement Holder and shall not become the property of Canada regardless of the degree of affixation of the Contaminants to the Easement Lands.

RESTRICTION ON RIGHTS

19. The rights hereby granted do not include the right to place upon the Easement Lands, any structure, buildings, warehouses, storage facilities, or any permanent improvement.

DEBRIS REMOVAL

20. The Easement Holder shall remove all waste material and debris placed or caused to be placed on the Easement Lands directly by any official, agent or contractor of the Easement Holder other than waste material or debris resulting from the inundation and storage of water on the Easement Lands caused by flooding as permitted under the Easement. If the Easement Holder fails to carry out any of its obligations pursuant to this Clause, Canada may take whatever action it considers necessary to fulfil the Easement Holder's obligations and the Easement Holder shall be liable for the cost thereof, including administrative costs. The Easement Holder shall provide Canada, her officials, agents or servants with access to the Easement Lands for that purpose.

NOTIFICATION OF ARTIFACTS

21. The Easement Holder shall immediately notify Canada of any artifact, burial pit, grave or any matter or thing of archaeological interest, unearthed or discovered by the Easement Holder in the course of its operations on the Easement Lands, and shall use its best efforts to avoid damage, injury or destruction thereof, with a view to the preservation of the same. The Easement Holder shall have no right, title or interest in any such artifact unearthed or discovered.

MAINTENANCE

22. The Easement Holder shall maintain the Easement Lands in a condition satisfactory to Canada, and Canada may order the Easement Holder to carry out such measures as are necessary to maintain the Easement Lands in a satisfactory condition.

NUISANCE

23. Where, as a result of any act or omission of the Easement Holder in relation to the Easement, a nuisance is created by the Easement Holder on the Easement Lands, Canada may, by written notice, order the Easement Holder to abate the nuisance. Where the Easement Holder fails to do so within a reasonable time, Canada may take those steps as are necessary to abate the nuisance and the Easement Holder shall be liable for the cost thereof, including administrative costs. For greater certainty, the flooding of the Easement Lands shall not of itself constitute a nuisance within the meaning of this Clause.

RIGHTS OF USE

24. The Easement Holder shall not use the Easement Lands for any purpose other than for the purposes set forth in this Agreement and the Easement does not create any rights other than as stated herein.

COMPENSATION FOR DAMAGES

25. The Easement Holder shall pay to Canada, for and on behalf of the First Nation, compensation for damages to, including without limitation, fixtures, improvements, buildings, chattels, animals, crops, timbers, grain and fences on Reserve lands outside the Easement Lands by reason of the Easement Holder's exercise of its rights pursuant to this Agreement.

USE AND ACCESS BY OTHERS

26. Subject to any applicable laws, including any laws of the First Nation, Canada, for itself and on behalf of the First Nation, and any present or future lessee or permittee, retains the right to utilize the Easement Lands for the purpose of agricultural crop production, livestock grazing, commercial, recreational and social purposes and to access the water, providing that such uses do not interfere with and are subject to the rights of the Easement Holder under this Agreement.

MINERALS

27. Nothing herein contained shall be deemed to vest in the Easement Holder any title, rights or interest in mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Easement Lands.

28. Nothing herein shall restrict the right of Canada, for itself and on behalf of the First Nation, and any present or future lessee or permittee, to explore for, extract and remove oil, gas, sand, gravel, minerals and petroleum within, upon or under the Easement Lands and, for that purpose, to drill wells, lay pipelines and build such tanks, stations, structures and roads as may be necessary, providing that such uses do not interfere with and are subject to the rights of the Easement Holder under this Agreement.

ADDITIONAL STRUCTURES

29. Canada, for itself and on behalf of the First Nation, and any lessee or permittee having any right to the Easement Lands, may construct, excavate, drill, install, erect or permit to be constructed, excavated, drilled, installed or erected within, upon, under or across the Easement Lands, any pit, well, foundation, pavement or other structure, building or installation providing that any such structure, building or installation does not interfere with and is subject to the rights of the Easement Holder under this Agreement.

DAMAGES TO THIRD PARTIES ON THE EASEMENT LANDS

30. Notwithstanding any other provision of this Agreement, the Easement Holder shall not be liable for any damages caused to any activity, structure, building or installation referred to in Clauses 26, 28, and 29 including any related or consequential damages or business losses caused by the lawful and proper exercise of its rights under this Agreement.

RIGHT OF ENTRY

31. Canada may enter upon the Easement Lands at all reasonable times for the purpose of examining the condition of the Easement Lands and the operations thereon.

32. The Easement Holder shall have a non-exclusive right to pass or repass over Reserve roads and trails to such extent as may be reasonably required for the purpose of ingress and egress to and from the Easement Lands. The Easement Holder shall provide notice, reasonable in the particular circumstances, to the First Nation at the address for communication in the Tripartite Agreement, of the requirement to enter the First Nation Reserve lands to access the Easement Lands.

QUIET POSSESSION

33. The Easement Holder, in performing and observing the covenants and conditions, shall peaceably hold and enjoy the Easement and the Easement Lands in accordance with this Agreement without hindrance, molestation or interruption on the part of Canada.

WAIVER

34. No waiver by Canada or the Easement Holder of any breach of a term of this Agreement shall be binding unless it is in writing and such waiver shall extend only to the particular breach so waived.

TERMINATION

35. This Agreement may expire or be terminated in the following manner:

- (a) upon receipt of written notice from the Easement Holder that it is surrendering all of its rights in the Easement Lands to Canada, in which event this Agreement shall be deemed to have expired upon the date stipulated in the notice;

- (b) by written agreement of Canada and the Easement Holder;
- (c) where the Easement Holder fails to perform or observe the terms of Clause 24 hereof, Canada in consultation with the First Nation, shall provide to the Easement Holder notice of breach of the covenant outlining the nature of the breach and:
 - (i) the Easement Holder shall, within fourteen (14) days after receipt of such notice, or such other period as may be agreed to by the Easement Holder and Canada with the consent of the First Nation, commence to rectify the breach alleged by Canada and thereafter diligently continue to remedy the same; or
 - (ii) within thirty (30) days after receipt of such notice, or such other period as may be agreed to by Canada with the consent of the First Nation, and the Easement Holder, the Easement Holder shall commence and diligently pursue proceedings for a judicial determination as to whether the alleged act or omission constitutes a breach on the part of the Easement Holder; and:
 - (1) subject to clause 35(c)(ii)(2), where the Easement Holder does not rectify, or fails to commence to rectify, a breach within the period provided for in clause 35(c)(i), or if having so commenced to rectify a breach thereafter fails to continue diligently to rectify the same, Canada may terminate this Agreement by giving a second notice to the Easement Holder and such termination shall become effective thirty (30) days after the Easement Holder's receipt of the second notice; or
 - (2) if proceedings for a judicial determination are commenced within the time period specified in clause 35(c)(ii), this Agreement shall not terminate until the existence of such breach has been finally judicially determined; and:
 - (a) if it has been judicially determined that the Easement Holder has breached this Agreement, it shall have sixty (60) days to rectify or commence to rectify the breach, and having so commenced to rectify the breach, thereafter diligently continues to rectify the same until fully rectified;
 - (b) if the Easement Holder has not rectified or commenced to rectify the breach pursuant to clause 35(c)(ii)(2)(a), Canada shall immediately terminate this Agreement on notice to the Easement Holder;

- (d) if the Easement Holder suspends operations of the Structure for a period of eighteen (18) consecutive months for reasons other than:
- (i) to facilitate the rehabilitation of the Structure;
 - (ii) for water management or environmental compliance requirements related to Provincial or Federal legislation;
 - (iii) if so ordered by an Authority or court; or
 - (iv) by agreement of Canada, in consultation with the First Nation, and the Easement Holder;

the Easement shall be deemed to be no longer required for the purposes for which it was granted and Canada shall immediately terminate this Agreement on notice to the Easement Holder. For the purposes of this subsection, if the Easement Holder intends to suspend operations of the Structure for any of the reasons stated in subclauses (i), (ii), or (iii) above, the Easement Holder shall provide written notice to Canada and the First Nation stating the effective date upon which operation of the Structure is to be suspended and the reasons pertaining thereto. If the Easement Holder requests the suspension of operations by agreement of Canada and the First Nation as referenced in subclause iv above, the Easement Holder shall provide written notice to Canada and the First Nation stating the proposed reasons and timeframe for the suspension of operations. Canada, in consultation with the First Nation, shall thereafter advise the Easement Holder within thirty (30) days of receipt of such notice as to whether it is in agreement with the proposed suspension of operations. Should the parties be in agreement with the proposed suspension of operations, the same shall be confirmed through written correspondence between the parties. Prior to the recommencement of operations under subclauses (i), (ii), (iii) or (iv) above, the Easement Holder shall provide written notice to Canada and the First Nation of the date upon which operations are to recommence.

36. Upon the expiration or termination of this Agreement, this Agreement and the *Instrument of Grant For Flooding Easement*, or such other instrument having similar effect, shall, subject to the provisions of Clauses 38 and 39, forthwith cease and be of no effect.

37. Subject to the provisions contained herein, the obligations and rights of the Easement Holder pursuant to the Easement shall continue throughout any period during which the Easement Lands are not in use by the Easement Holder during the term of this Agreement.

38. Upon the expiration or termination of this Agreement, the Easement Holder shall:
- (a) cease and desist all operations on the Easement Lands;
 - (b) have an independent consultant prepare a *Decommissioning and Restoration Plan* for the Easement Lands pursuant to Clause 8;

- (c) restore the Easement Lands pursuant to Clause 11;
- (d) leave any roads constructed by the Easement Holder in a good, substantial and safe condition; and
- (e) discharge the Easement from the Indian Lands Registry or successor registry.

SURVIVAL OF OBLIGATIONS

39. In addition to any specific provision in this Agreement for the survival of any of its provisions, the obligations of the Easement Holder pursuant to Clauses 5, 8, 11, 14, 18, 20, 25, and 38 shall survive the expiration or termination of this Agreement. To the extent that the performance of these obligations requires access to the Easement Lands after expiration or termination of this Agreement, the Easement Holder shall have access only at such times and upon such terms and conditions as specified by Canada.

SERVICE FOR NOTICE

40. Whenever in this Agreement it is required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be sufficiently communicated if forwarded by personal service, facsimile delivery or registered mail addressed as follows:

To Canada:

Director, Lands and Economic Development
1 First Nations Way
Regina, SK
S4S 7K5
Fax: 306-780-6128

To the Easement Holder:

President, The Saskatchewan Watershed Authority
111 Fairford Street East
Moose Jaw, SK
S6H 7X9
Fax: 306-694-3991

Copy to Vice President, Legal, Regulatory and
Aboriginal Affairs
Suite 420 - 2365 Albert Street
Regina SK S4P 4K1
Fax: 306-787-0780

or at such other address or facsimile number as may from time to time be communicated in writing by any party as its address for service.

Any notice may be delivered personally or sent by facsimile or registered mail to any party at the address or facsimile number set out herein. The notice shall be presumed to have been received by the party:

- (a) if delivered personally, on the day that it was delivered;
- (b) if sent by facsimile, on the next business day after it was transmitted; and
- (c) if sent by registered mail, on the day it is received.

During an actual or anticipated postal disruption or stoppage, the mail shall not be used for the purposes of delivering notice by any party.

DISPUTE RESOLUTION

41. Any dispute or disagreement as to the terms and conditions or the interpretation of this Agreement shall be referred to mediation, and, failing that process, to a court of competent jurisdiction.

EXTENSION OF LIMITATION

42. For the purposes of any legal proceedings commenced in relation to the Easement:

- (a) the limitation period applying to any claim arising from the Easement is extended to six (6) years from the date the said claim is first discovered pursuant to Sections 5 and 21(1) of *The Limitations Act*, S.S. 2004, c. L 16.1; and
- (b) where Canada or the Easement Holder acknowledge in writing the existence of a claim arising from the Easement, then the act or omission on which the claim is based shall be deemed to have taken place on the day on which the acknowledgment was made. For greater certainty:
 - (i) part payment of a debt shall be deemed to be acknowledgement of the claim;
 - (ii) acknowledging a claim for interest is deemed to be an acknowledgment of a claim for the principal and for interest falling due after the acknowledgement is made; and
 - (iii) an acknowledgement by an agent of one of the parties and, in the case of the Easement Holder, an agent duly authorized in writing, is deemed to be an acknowledgement by the party.

ASSIGNMENT

43. With the consent of Canada in consultation with the First Nation, the Easement Holder may assign this Easement Agreement to any ministry, agency or Crown corporation

having statutory authority over water management in the Province of Saskatchewan. Canada's consent to such assignment may not be unreasonably withheld.

COVENANTS BINDING ON SUCCESSORS AND ASSIGNS

44. This Agreement shall be binding on the successors and assigns of both the Easement Holder and Canada.

NON-ENTITLEMENT

45. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

SCHEDULES

46. The Schedules to this Agreement form part of and are to be read with this Agreement.

SINGULAR/PLURAL REFERENCE

47. 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

48. Time shall be of the essence.

AMENDMENTS

49. This Agreement may only be amended by instrument in writing executed by Canada with the consent of the First Nation by Band Council Resolution, and the Easement Holder.

MARGINAL NOTES

50. The parties hereto agree that the marginal notes are included only for convenience and do not form part of this Agreement.

INDIAN ACT APPLIES

51. This Agreement shall be subject to the provisions of the *Indian Act* and Regulations established thereunder, which may be now in force or which may hereafter be made and established from time to time in that behalf by the Governor-in-Council.

ACKNOWLEDGMENT OF RESPONSIBILITIES IN PERFORMANCE

52. Nothing in this Agreement shall be interpreted as requiring the Easement Holder to enquire into the fact or sufficiency of any of Canada's consultations with the First Nation and no liability shall flow to the Easement Holder as a result of any deficiency in consultation by

Canada. The parties agree to act reasonably in the exercise of all rights and the fulfillment of all obligations required by this Agreement.

REPRESENTATION AND WARRANTY

53. Canada represents and warrants that the Easement granted by Canada is valid, binding and effective in accordance with its terms.

IN WITNESS WHEREOF Canada and the Easement Holder have properly executed these presents the day, month and year first above written.

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

Name:) _____
Title: Manager, Lands and Economic)
Development, Saskatchewan Region)

[EASEMENT HOLDER]

Per: _____

(Affix Corporate Seal)

Per: _____

(SIGNING OFFICERS MUST DESIGNATE THEIR OFFICIAL CAPACITY)

SCHEDULE "A"
EASEMENT LANDS

All that portion of the Muscowpetung Indian Reserve number 80 shown as Flood Claim Easement on the

PLAN OF SURVEY SHOWING FLOOD CLAIM EASEMENT AFFECTING

PLAN 176 CLSR,

PLAN 1931 CLSR,

PLAN 55144 CLSR,

PLAN 58648 CLSR,

PLAN 58938 CLSR,

SECTIONS 14 TO 19, TP. 21, R. 16, W2M. AND ADJOINING ROAD ALLOWANCES

MUSCOWPETUNG INDIAN RESERVE NO. 80

PROVINCE OF SASKATCHEWAN

Containing 460.83hectares (1138.73acres) more or less.

Signed by Ronald J. Eichel C.L.S., S.L.S. on the 13th day of August, 2012

SCHEDULE "B"

BAND COUNCIL RESOLUTION