

MEMORANDUM OF AGREEMENT

between

Ducks Unlimited Canada
a corporation incorporated under the laws of Canada
having its headquarters at Oak Hammock Marsh with an office at
Unit 2, 545 Conservation Drive, Brandon, Manitoba, R7A 7L8

“DUC”

and

Her Majesty the Queen in Right
of the Province of Manitoba
as represented by the Minister of Conservation
c/o Parks and Natural Areas
Box 53 200 Saulteaux Crescent, Winnipeg, Manitoba R3J 3W3

“Manitoba”

THIS AGREEMENT made in triplicate as of the 17th day of November, 2006.

Whereas DUC and Manitoba have signed a general Memorandum of Understanding, dated December 14, 2005, (“MOU”) identifying areas of mutual interest in conservation; and

Whereas one deliverable of the said MOU is to explore opportunities to secure additional lands that will contribute to Manitoba’s network of protected areas; and

Whereas conservation of biological diversity is essential for the long-term maintenance of healthy ecosystems, resources and human well-being; and

Whereas such biological diversity and wetlands are increasingly lost as a result of some human activities and developments; and

Whereas the Government of Canada has signed the United Nations Convention on Biological Diversity which calls for the conservation of global diversity; and

Whereas the Government of Manitoba supports the Canadian Biodiversity Strategy which calls for the conservation of national and provincial biodiversity; and

Whereas the Government of Manitoba, through Manitoba Conservation’s Protected Areas Initiative, has committed to completing a network of protected areas to represent the biological diversity in Manitoba’s natural regions; and

Whereas the Governments of Canada and Manitoba, and DUC have signed the North American Waterfowl Management Plan which calls for the protection of wetlands and the restoration of waterfowl populations to the levels of the 1970’s; and

Whereas Ducks Unlimited Canada is dedicated to conserving, restoring and managing wetlands and associated habitats for North America’s waterfowl and other wildlife; and

Whereas Ducks Unlimited Canada seeks to work cooperatively with individuals, First Nations, Métis, and Northern Affairs communities, business and governments across Canada to protect biological diversity, wetlands and natural areas.

Now Therefore, the parties hereto agree with each other as follows:

SECTION 1 PRINCIPLES

The principles governing this Agreement are:

- 1.1 Stewardship of renewable resources, the environment, and protection of ecological integrity are keys to sound ecosystem management. Healthy ecosystems, including wetland ecosystems, must be maintained; renewable resource use must be sustained; and

- 1.2 Ducks Unlimited Canada's wetland and land management practices have resulted in maintenance of ecological integrity and biodiversity; and
- 1.3 Joint cooperation and participation in promoting the conservation of wetlands and associated uplands in Manitoba, in a way that conserves and maintains ecological integrity, provides benefits to all Manitobans.

SECTION 2 OBJECTIVES

The objectives of this Agreement are:

- 2.1 To identify DUC land which will contribute to Manitoba's network of protected areas; and
- 2.2 To promote sustainable use and conservation of wetlands and associated uplands in Manitoba; and
- 2.3 To recognize that DUC's land management practices promote the long-term conservation of ecological integrity; and
- 2.4 To conserve and maintain the identified areas of DUC land and encourage DUC to continue to manage them in a way that will maintain their ecological integrity and natural biodiversity over the long-term, consistent with the principles and objectives of Manitoba's Protected Areas Initiative and DUC's mandate.

SECTION 3 LAND EVALUATION PROCESS

- 3.1 DUC will provide to Manitoba the legal descriptions of each parcel of land to be included under the provisions of this Agreement in the form of a Status of Title from the appropriate Land Titles Office, and a digital copy of the shapefile and/or an orthographic image with mapped boundaries.
- 3.2 Manitoba will evaluate these lands and conduct a review process, including the withdrawal of Crown mineral rights, where appropriate, to ensure the lands meet the activity restrictions as outlined in SECTION 5 of this Agreement.
- 3.3 All lands meeting the activity restrictions will be identified in Schedule "A" (the "Lands").

SECTION 4 LAND MANAGEMENT

- 4.1 The control and management of the Lands will continue to be the responsibility of DUC. Manitoba does not assume any control or management of the Lands through this Agreement.
- 4.2 DUC will have sole discretion to continue to employ activities and adaptive management to conserve the integrity of the dynamic ecosystems on the Lands.
- 4.3 If DUC takes action to manage the designated lands through a combination of herbicides, fire, mechanical and livestock treatments to maintain or enhance biological diversity, it must obtain all necessary approvals, permits or licences required by law.
- 4.4 The invasion of noxious weeds, such as leafy spurge, occurs throughout Manitoba and may require intervention management. If DUC takes action to control noxious weeds through a combination of herbicides, fire, mechanical and livestock treatments to maintain biological diversity on the Lands, it must obtain all necessary approvals, permits or licences required by law.

SECTION 5 ACTIVITY RESTRICTIONS

- 5.1 DUC will ensure that no person engages in the following activities in or upon the Lands:
- (a) logging, mining or the development of oil, petroleum, natural gas or hydro-electric power; or
 - (b) the cultivation and/or conversion of native habitat to non-native habitat (such as, but not necessarily limited to, cropland or tame forage).

SECTION 6 RECOGNITION

- 6.1 Where agreed to by the two parties, select signage will be posted on the Lands by DUC to recognise the stewardship which has created or contributed to the ecological values being protected. The costs of the signs will be borne by Manitoba and DUC will assume all costs for installation and maintenance.

SECTION 7 MONITORING

- 7.1 Both DUC and Manitoba agree to willingly share information related to the monitoring of ecological resources within the Lands that are of significance to Manitoba's Protected Areas Initiative subject to all applicable legislation dealing with the protection of privacy, including *The Freedom of Information and Protection of Privacy Act* (C.C.S.M., c. F175) as amended.

SECTION 8 CHANGES TO LAND USE

- 8.1 DUC will keep a formal record of the status of activity restrictions of the Lands, as described in SECTION 5 of this Agreement, and provide a written report to Manitoba upon request of Manitoba.
- 8.2 Any changes in land use activities or management that would contravene the activity restrictions outlined in SECTION 5 of this Agreement, will be reported to Manitoba. Schedule "A" will be amended to exclude those lands and these areas will no longer contribute to Manitoba's network of protected areas as of the date of the amendment. Signage may also be removed, such removal to be cost-shared, as may be jointly determined by Manitoba and DUC, both acting reasonably.

SECTION 9 MODIFICATION OF DUC LAND HOLDINGS

- 9.1 If DUC acquires additional lands that meet the activity restrictions outlined in SECTION 5 of this Agreement, these lands, subject to SECTION 3, may be included under the provisions of this Agreement. Schedule "A" would be amended as appropriate, to include these lands and these lands would then contribute to Manitoba's network of protected areas as of the date of the amendment.
- 9.2 If DUC sells or otherwise disposes of land identified in Schedule "A", Manitoba shall be notified within 30 days of the disposition. Schedule "A" would be amended to exclude these lands. These lands would no longer contribute to Manitoba's network of protected areas as of the date of the amendment.

SECTION 10 GENERAL PROVISIONS

- 10.1 The parties are responsible for all expenses of their respective representatives that may be incurred in carrying out this Agreement.
- 10.2 Any amendments to this Agreement require the agreement in writing of all signatory parties.
- 10.3 All provisions of this Agreement shall be severable and should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
- 10.4 Any communication under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile transmission as follows:

Manitoba Conservation
Box 53 200 Saulteaux Crescent
Winnipeg, MB R3J 3W3

Fax: 945-0012

Ducks Unlimited Canada
Unit 2, 545 Conservation Drive
Brandon, MB R7A 7L8

Fax: 727-6044

- 10.5 Manitoba or DUC may change the address and other information set out in subsection 10.4 of this Agreement by giving notice in writing to the other parties.
- 10.6 DUC retains all present and future rights, privileges and obligations related to Carbon Credits associated with the properties included under the Protected Areas Initiative.
- 10.7 This Agreement shall become effective after it has been executed by authorized representatives on behalf of DUC and Manitoba and shall be automatically renewed annually. Termination may be exercised by either party by giving 90 days written notice.

IN WITNESS WHEREOF this Agreement has been signed and delivered under seal by the Minister of Conservation, or his duly authorized representative, on behalf of Manitoba, and by the Manager of Field Operations, Manitoba Region, and Head of Industry and Government Relations, on behalf of Ducks Unlimited Canada, as of the date first written above.



Y. Beaubien
Witness

**HER MAJESTY THE QUEEN
IN RIGHT OF MANITOBA
As Represented by the Minister
of Conservation**

Stan Struthers
Name: Honourable Stan Struthers
Title: Minister of Conservation

Date: Nov. 17 '06



Y. Beaubien
Witness

DUCKS UNLIMITED CANADA

Bob Grant
Name: Bob Grant
Title: Manager of Provincial
Operations

Date: Nov. 17 '06

Y. Beaubien
Witness

Greg Bruce
Name: Greg Bruce
Title: Head of Industry and
Government Relations

Date: Nov. 17 '06

SCHEDULE "A"

List of legal descriptions of DUC lands which meet the activity restrictions outlined in Section 5.

DUC Lands To Be Joined to Manitoba's Protected Areas Network		
Property	Area (ha)	Mineral Rights
NW-30-001-15 W	64.0	Ducks Unlimited Canada Owned
NE-30-001-15 W	64.0	Ducks Unlimited Canada Owned
NW-03-002-14 W	65.8	Ducks Unlimited Canada Owned
NW-14-002-14 W	56.4	Ducks Unlimited Canada Owned
SE-17-002-15 W	63.8	Ducks Unlimited Canada Owned
NW-36-002-16 W	67.5	Ducks Unlimited Canada Owned
NE-14-003-16 W	66.2	Ducks Unlimited Canada Owned
NW-14-003-16 W	59.3	Ducks Unlimited Canada Owned
SW-35-005-15 W	64.6	Ducks Unlimited Canada Owned
NW-06-006-13 W	32.4	Ducks Unlimited Canada Owned
NE-03-006-16 W	63.5	Ducks Unlimited Canada Owned
SE-15-006-16 W	65.5	Ducks Unlimited Canada Owned
NW-35-007-24 W	64.9	Ducks Unlimited Canada Owned
NE-35-007-24 W	64.9	Ducks Unlimited Canada Owned
NE-04-008-24 W	64.7	Ducks Unlimited Canada Owned
SE-12-010-22 W	24.4	Ducks Unlimited Canada Owned
NW-20-011-29 W	66.3	Ducks Unlimited Canada Owned
SW-20-011-29 W	65.9	Ducks Unlimited Canada Owned
NE-32-013-18 W	64.7	Ducks Unlimited Canada Owned
SW-01-013-20 W	50.4	Ducks Unlimited Canada Owned
NE-17-013-24 W	64.8	Ducks Unlimited Canada Owned
NE-02-014-17 W	64.6	Ducks Unlimited Canada Owned
NE-09-014-17 W	63.9	Ducks Unlimited Canada Owned
SW-17-014-17 W	64.9	Ducks Unlimited Canada Owned
NE-02-014-18 W	61.1	Ducks Unlimited Canada Owned
SW-02-014-18 W	64.9	Ducks Unlimited Canada Owned
SW-17-014-19 W	63.7	Ducks Unlimited Canada Owned
SE-17-014-19 W	60.7	Ducks Unlimited Canada Owned
SE-02-018-11 W	64.7	Ducks Unlimited Canada Owned
SE-30-018-24 W	64.9	Ducks Unlimited Canada Owned
SW-16-018-26 W	64.6	Ducks Unlimited Canada Owned
SW-28-014-17 W	64.3	Withdrawn by Regulation
SW-23-014-18 W	57.4	Withdrawn by Regulation
SW-28-015-17 W	64.2	Withdrawn by Regulation
SW-29-015-17 W	64.7	Withdrawn by Regulation
(list continued on p. 9)		

SCHEDULE "A" continued

Property	Area (ha)	Mineral Rights
NE-16-015-18 W	65.5	Withdrawn by Regulation
S 1/2 SW-16-015-19 W	32.4	Withdrawn by Regulation
NW-17-017-10 W	65.5	Withdrawn by Regulation
SW-09-017-18 W	63.0	Withdrawn by Regulation
NW-17-017-18 W	66.8	Withdrawn by Regulation
SE-24-017-20 W	62.6	Withdrawn by Regulation
SE-27-017-23 W	64.4	Withdrawn by Regulation
NE-01-018-11 W	64.4	Withdrawn by Regulation
NW-01-018-11 W	64.4	Withdrawn by Regulation
E 1/2 SW-02-018-11 W	32.7	Withdrawn by Regulation
SE-03-018-19 W	64.9	Withdrawn by Regulation
SE-13-018-20 W	43.1	Withdrawn by Regulation
NW-12-018-21 W	64.7	Withdrawn by Regulation
NE-12-018-21 W	64.7	Withdrawn by Regulation
SW-20-018-21 W	25.3	Withdrawn by Regulation
NW-29-018-21 W	64.0	Withdrawn by Regulation
SW-29-018-21 W	61.4	Withdrawn by Regulation
NW-30-018-24 W	65.0	Withdrawn by Regulation
SE-12-019-21 W	64.2	Withdrawn by Regulation
SW-13-019-22 W	64.9	Withdrawn by Regulation
W 1/2 NW-31-019-23 W	28.2	Withdrawn by Regulation
W 1/2 SW-31-019-23 W	33.0	Withdrawn by Regulation
SW-16-020-24 W	64.9	Withdrawn by Regulation
Total:	3442.6	