

MEMORANDUM OF AGREEMENT

between

The Nature Conservancy of Canada
a corporation incorporated under the laws of Canada
having its registered office in Suite 400 –110 Eglinton Avenue West,
Toronto, Ontario M4R 1A3
as represented by
the Regional Director
Manitoba Region

“NCC”

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”

June 11, 2004

THIS AGREEMENT made in triplicate as of the 11th day of June, 2004.

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

Whereas such biodiversity is being 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 Nature Conservancy of Canada is dedicated to acquisition of natural areas of ecological significance, outstanding beauty, and educational interest; and

Whereas the Nature Conservancy of Canada seeks to work cooperatively with individuals, communities, business and governments across Canada to protect biological diversity 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 must be maintained; renewable resource use must be sustained;
- 1.2 The Nature Conservancy of Canada's land management practices have resulted in maintenance of ecological integrity and biodiversity; and
- 1.3 Joint cooperation and participation in promoting the conservation of land in Manitoba, in a way that conserves and maintains its ecological integrity, provides benefits to all Manitobans.

SECTION 2 – OBJECTIVES

The objectives of this Agreement are:

- 2.1 To identify the NCC land which will contribute to Manitoba's Network of Protected Areas;
- 2.2 To promote sustainable use and conservation of land in Manitoba;
- 2.3 To recognize that the NCC's land management practices promote the long-term conservation of ecological integrity. NCC's mission is to protect areas of biodiversity for their intrinsic value and for future generations by securing ecologically significant natural areas and places of special beauty or educational value; and
- 2.4 To conserve and maintain the identified areas of NCC land and encourage NCC 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 the NCC's mandate.

SECTION 3 – LAND MANAGEMENT

- 3.1 NCC will provide to Manitoba the legal descriptions of each parcel of land to be included under the provisions of this Agreement. All such lands will be identified in Schedule "A" (the "Lands").
- 3.2 The control and management of the Lands will continue to be the responsibility of the NCC. Manitoba does not assume any control or management of the Lands through this Agreement.
- 3.3 The NCC will continue to employ activities and adaptive management to conserve the integrity of the dynamic ecosystems on the Lands.
- 3.4 Aspen encroachment and brush invasion of grasslands are occurring in the parkland ecosystem due to the absence of natural processes such as fire. If the NCC takes action to manage aspen and brush encroachment 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.
- 3.5 The invasion of noxious weeds, such as leafy spurge, occurs throughout Manitoba and requires intervention management. If the NCC 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 4 – ACTIVITY RESTRICTIONS

- 4.1 NCC 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 5 - RECOGNITION

- 5.1 Signs will be posted on the Lands by NCC to recognise the stewardship which has created or contributed to the ecological values being protected. The costs of the signs will be shared by NCC and Manitoba.

SECTION 6 - MONITORING

- 6.1 Both the NCC 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 7 - CHANGES TO LAND USE

- 7.1 The NCC will keep a formal record of the status of activity restrictions of the Lands, as described in Section 4 of this Agreement, and provide a written report to Manitoba from time to time as required by Manitoba.
- 7.2 Any changes in land use activities or management that would contravene the activity restrictions outlined in Section 4 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. When appropriate, signage may also be removed as determined by Manitoba.

SECTION 8 – MODIFICATION OF NCC LAND HOLDINGS

- 8.1 If the NCC acquires additional lands that meet the activity restrictions outlined in Section 4 of this Agreement, these lands 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.

8.2 If the NCC 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 9 – GENERAL PROVISIONS

9.1 The parties are responsible for all expenses of their respective representatives that may be incurred in carrying out this Agreement.

9.2 Any amendments to this Agreement require the agreement in writing of all signatory parties.

9.3 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.

9.4 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

**Nature Conservancy of Canada
Manitoba Region**
200-611 Corydon Avenue
Winnipeg, MB R3L 0P3
Fax: 942-1016

9.5 Manitoba or the NCC may change the address and other information set out in subsection 9.4 of this Agreement by giving notice in writing to the other parties.

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 Regional Director, Manitoba Region, on behalf of the Nature Conservancy of Canada, as of the date first written above.

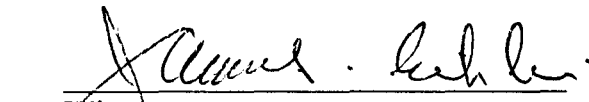
SEAL


Witness


HER MAJESTY THE QUEEN
IN RIGHT OF MANITOBA
As Represented by the Premier
of Manitoba


Name: Honorable Gary Doer
Title: Premier
Date:

SEAL


Witness

THE NATURE CONSERVANCY OF
CANADA


Name: Mike Moore
Title: Regional Director
Date:

SCHEDULE "A"

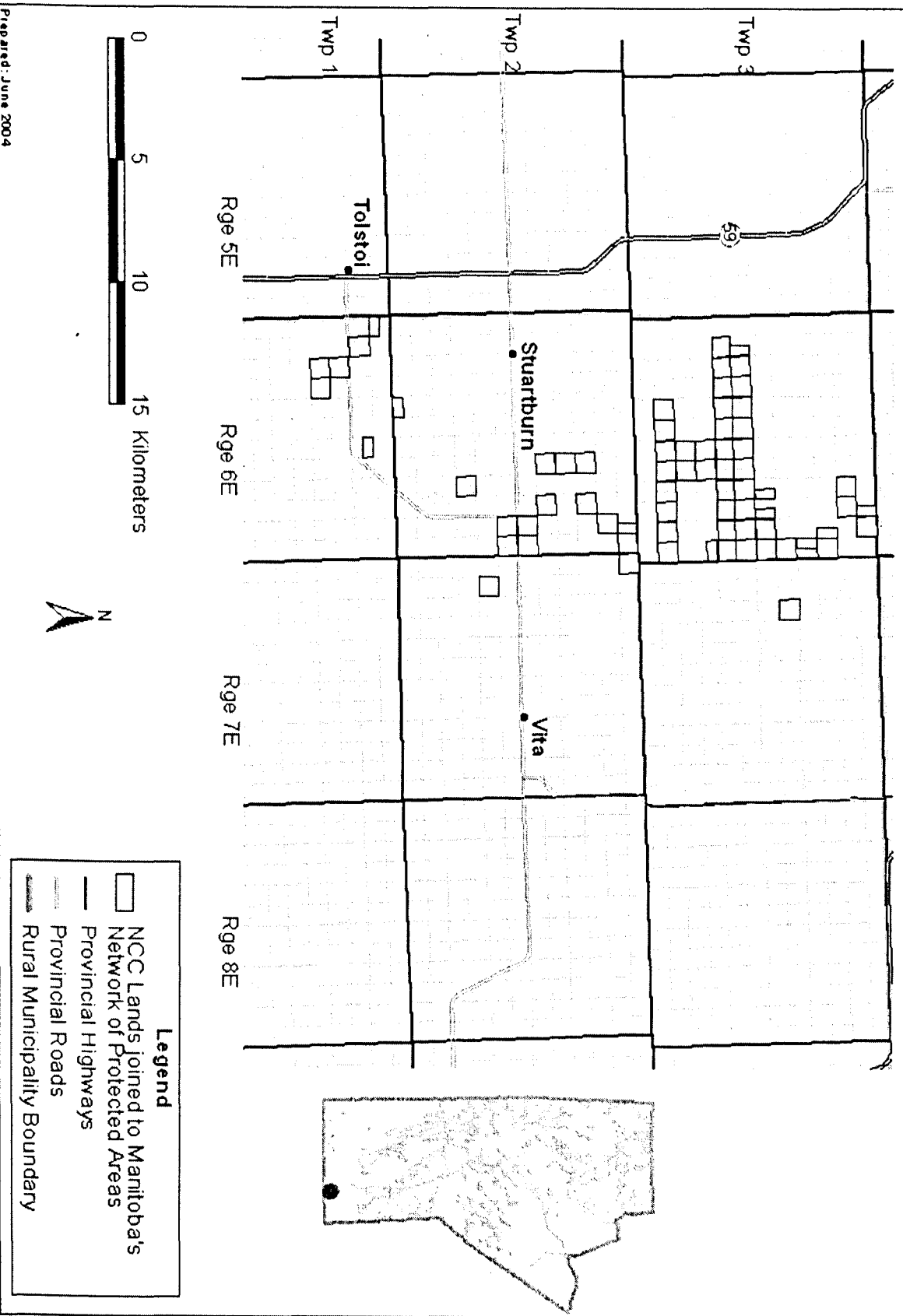
List of legal descriptions of NCC lands which meet the activity restrictions outlined in Section 4.

NCC Lands To Be Joined to Manitoba's Network of Protected Areas		
Property	Area (ha)	Mineral Rights
NE 1-3-6 E	65	Withdrawn by Regulation
E 1/2 SW 23-3-6 E	32	Withdrawn by Regulation
SE 18-3-6 E	65	Withdrawn by Regulation
E 1/2 SE 23-3-6 E	32	Withdrawn by Regulation
SE 24-3-6 E	65	Withdrawn by Regulation
NW 13-3-6 E	65	Withdrawn by Regulation
W 1/2 NE 14-3-6 E	32	Withdrawn by Regulation
N 1/2 NE 12-3-6 E	32	Withdrawn by Regulation
SE 13-3-6 E	65	Withdrawn by Regulation
SW 14-3-6 E	65	Withdrawn by Regulation
E 1/2 SE 14-3-6 E	32	Withdrawn by Regulation
W 1/2 SE 14-3-6 E	32	Withdrawn by Regulation
NE 24-3-6 E	65	Withdrawn by Regulation
NE 25-3-6 E	65	Withdrawn by Regulation
SW 24-3-6 E	65	Withdrawn by Regulation
E 1/2 NE 14-3-6 E	32	Withdrawn by Regulation
N ½ 13-2-6 E	130	Withdrawn by Regulation
SE 27-2-6 E	65	Withdrawn by Regulation
SE 24-2-6 E	65	Withdrawn by Regulation
NW-36-003-06 E	65	NCC Owned
E 1/2 NE-35-003-06 E	32	NCC Owned
SE-35-003-06 E	65	NCC Owned
SW-35-003-06 E	65	NCC Owned
E 1/2 NW-25-003-06 E	32	NCC Owned
W 1/2 SE-25-003-06 E	32	NCC Owned
NW-14-003-06 E	65	NCC Owned
NE-15-003-06 E	65	NCC Owned
NW-15-003-06 E	65	NCC Owned
NE-16-003-06 E	65	NCC Owned
NW-16-003-06 E	65	NCC Owned
NE-17-003-06 E	65	NCC Owned
NW-17-003-06 E	65	NCC Owned
E 1/2 NE-18-003-06 E	32	NCC Owned
SW-13-003-06 E	65	NCC Owned
SE-15-003-06 E	65	NCC Owned
SW-15-003-06 E	65	NCC Owned
SE-16-003-06 E	65	NCC Owned
SW-16-003-06 E	65	NCC Owned
(list continued on pg. 8)		

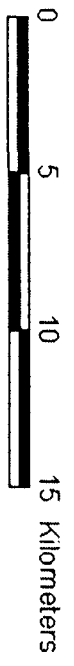
SCHEDULE "A" continued

Property	Area (ha)	Mineral Rights
SE-17-003-06 E	65	NCC Owned
SW-17-003-06 E	65	NCC Owned
NE-10-003-06 E	65	NCC Owned
NW-10-003-06 E	65	NCC Owned
SE-10-003-06 E	65	NCC Owned
SW-10-003-06 E	65	NCC Owned
NW-01-003-06 E	65	NCC Owned
NE-02-003-06 E	65	NCC Owned
NW-02-003-06 E	65	NCC Owned
NE-03-003-06 E	65	NCC Owned
NW-03-003-06 E	65	NCC Owned
NE-04-003-06 E	65	NCC Owned
NW-04-003-06 E	65	NCC Owned
NW-20-003-07 E	65	NCC Owned
S 1/2 NW-31-001-06 E	32	NCC Owned
SE-18-002-07 E	65	NCC Owned
NE-27-002-06	65	Withdrawn by Regulation
NE 36-2-6 E	65	Withdrawn by Regulation
NW 31-2-7 E	65	Withdrawn by Regulation
NE 23-2-6 E	65	Withdrawn by Regulation
NE 26-2-6 E	65	Withdrawn by Regulation
E 1/2 NW 36-2-6 E	32	Withdrawn by Regulation
NE 22-2-6 E	65	Withdrawn by Regulation
N 1/2 SW 34-1-6 E	32	Withdrawn by Regulation
NW 29-1-6 E	65	Withdrawn by Regulation
S 1/2 29-1-6 E	130	Withdrawn by Regulation
SW 24-2-6 E	65	Withdrawn by Regulation
SW 36-2-6 E	65	Withdrawn by Regulation
NW 11-2-6 E	65	Withdrawn by Regulation
S 1/2 SW 4-2-6 E	32	Withdrawn by Regulation
SE 31-1-6 E	65	Withdrawn by Regulation
Total:	4118	

Nature Conservancy Lands to be Joined to Manitoba's Network of Protected Areas



Prepared: June 2004



Legend

- NCC Lands joined to Manitoba's Network of Protected Areas
- Provincial Highways
- Provincial Roads
- Rural Municipality Boundary