

**THIS EASEMENT FORMS PART OF APPENDIX 1 TO THE
NEKANEET TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT
DATED THE 23rd DAY OF SEPTEMBER, 1992**

**TREATY LAND ENTITLEMENT REPLACEMENT
TELECOMMUNICATION TRANSMISSION SYSTEM EASEMENT**

REPLACEMENT

THIS EASEMENT made in quadruplicate this _____ day of _____,
19____.

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 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")

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
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.

**TELECOMMUNICATION
TRANSMISSION**

LINE

C. For the purpose 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. A Telecommunication Transmission System also includes facilities of parties other than the Corporation used to provide television or other communication services.

PRIOR INTEREST

D. And whereas the Corporation had, immediately prior to the creation of the Reserve, an easement and right of way in land, being a right to use, possess and occupy the land for the purposes of construction, affixing, installing, operating, inspecting, maintaining, repairing, reconstructing, replacing and removing a telecommunication transmission system (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 easement and right of way in the form and content of this Easement.

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 which the Corporation now requires.

G. Her Majesty has agreed to recommend, pursuant to Section 35 of the Act, the issuance of Governor-In-Council's Order authorizing the grant by Letters Patent or by such other instrument having similar effect, of an easement to the Corporation for purposes hereinafter described.

BCR

H. The Council of the Band (hereinafter referred to as the "Band Council"), has by Band Council Resolution No. _____, dated _____ approved and consented to the granting of this Easement under the terms and conditions therein stipulated.

ORDER IN COUNCIL

I. 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 issue of Letters Patent for the grant of a right-of-way easement in favour of the Corporation in accordance with the terms and conditions hereinafter set forth.

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

MINISTER'S REPRESENTATIVE K. 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.

BURIED TELECOMMUNICATION CABLE L. For the purpose of this Easement, buried telecommunication cable includes telecommunication cable and all ancillary couplings, lines, wires and apparatus which are required for a telecommunication transmission system.

AERIAL FACILITIES M. 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 GRANTED **NOW THEREFORE**, this Easement witnesseth that in consideration of the payment, 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 and conveying to the Corporation, in accordance with the terms and conditions hereof, a right-of-way easement within, upon, under and across a portion of the Reserve, more particularly described as:

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

Such Right-of-Way easement to consist of the right, licence liberty and privilege to the Corporation for itself, its successors, assigns, licensees, its employees, servants and agents to use and occupy the Right-Of-Way for a telecommunication transmission system including the following rights:

RIGHTS (a) To install, construct, affix, place, replace, remove, repair, reconstruct, operate, maintain and inspect 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 patrol the Right-Of-Way in connection with or incidental to the Works on, under and over a portion of the Reserve. Provided that to the extent new Works are to be installed, constructed, affixed or placed on, over or under the Right-of-Way, the Corporation shall give the Band reasonable prior notice of the location of such new Works and the reasons for such a location; but nothing in this within provision shall be construed or deemed to require that the Corporation obtain the agreement, approval or consent of the Band as to the location of such new Works.

(b) To enter upon the Right-Of-Way over existing roads with the necessary equipment and vehicles as may be required from time to time to exercise the rights set forth in this Agreement.

**CLEARING THE
RIGHT-OF-WAY**

(c) 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 to cause a disruption in service to the Corporation's customers.

**TREES THAT MAY
DAMAGE THE WORKS**

(d) For the purposes hereunder, 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 (e)

To pass and repass over existing reserve roads and trails to such extent as may from time to time be reasonably required by the Corporation for the purpose of ingress and egress to and from the Right-Of-Way.

**APPROVAL FOR
ALTERNATE ROUTES**

(f) Where there are no existing roads or trails suitable to access the Right-Of-Way, access to and from the Right-Of-Way may be obtained on the Reserve otherwise, subject to the prior approval of the route, by the Band Council and of any Band member in lawful 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 Band Council or of any Band member in possession of such 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.

- (g) Generally do all acts 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 Easement is granted on the following terms and conditions:

PERIOD

1. This Easement shall be for a period commencing on the date of issue of the Letters Patent as aforesaid and continue for as long as the Right-Of-Way is required by the Corporation for a telecommunication transmission system, and upon termination, if this Easement has been recorded in any provincial registry, the Corporation shall effect a discharge of the Easement from such record.

**STATUS OF LAND UPON
TERMINATION OF
AGREEMENT**

2. Upon termination of this Easement for any reason whatsoever, 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

3. It is acknowledged by Her Majesty that, pursuant to the terms of an agreement (hereinafter referred to as the "Framework Agreement") dated the * day of *, 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:

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 forth.

USE OF RIGHT-OF-WAY

4. The Corporation shall not use this Easement for any purpose other than for the purposes aforesaid and this Easement does not create any right other than as stated herein.

TAXES AND LEVIES

5. 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 pursuant to this Agreement save and except:
- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto, which are at the date of an agreement dated the * day of *, 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.

LAWS & REGULATIONS

6. The Corporation shall use its best efforts during the currency of this Easement Agreement, at its own expense, promptly observe, perform, execute and comply with all laws, rules, requirements, orders, direction, ordinances and regulations of every federal, provincial or municipal authority or agency concerning the Easement or the Works constructed within the Right-Of-Way.

ENVIRONMENTAL COMPLIANCE

7. The Corporation shall comply with all federal and provincial legislation, regulations and standards pertaining to the use, occupation, replacement, placement, construction, installation, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works, within upon or under the Right-Of-Way, including without limiting 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 Right-Of-Way contribute to any detrimental environmental changes 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 hereby agrees to undertake the required remedial action and to pay the costs of such remedial action.

DEBRIS REMOVAL

9. The Corporation shall remove all garbage and debris, other than debris resulting from brush clearing operations by the Corporation, from the Right-Of-Way resulting from the Corporation's use and occupation of the Right-Of-Way. Debris resulting from bush clearing operations on the Right-Of-Way by the Corporation will be windrowed by the Corporation unless otherwise agreed to by the Corporation and the Band.

RESTORATION

10. When the Right-Of-Way is no longer required for the Works purposes, the Corporation shall restore the Right-Of-Way as near as practical to its original condition prior to the installation of any of the Works, including the removal of all improvements placed on the Right-Of-Way, but shall not be required to remove the underground portion of the Works from the Permit Area or to plant or replace any trees or shrubs that have been removed from the Right-Of-Way; **PROVIDED THAT**, failing to so restore the Right-Of-Way, Her Majesty may restore the Right-Of-Way to Her reasonable satisfaction and that all costs, expenses and damages incurred by Her Majesty with respect thereto, including administration costs, shall be paid by the Corporation to Her Majesty forthwith.

**ARTIFACT
NOTIFICATION**

11. 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 in respect of the Right-Of-Way and to continue its operation 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, 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.

**DISTURBANCE OF
DRAINAGE**

12. The Corporation shall not disturb or divert natural drainage on the Right-Of-Way.

DISTURBED MONUMENTS

13. The Corporation shall ensure that all legal or 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 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 satisfaction of Her Majesty, acting reasonably.

LEGAL SURVEY

14. (a) The Corporation shall, at its own expense, provide Her Majesty, upon request, with any existing legal 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, upon request, with a reasonably accurate 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, upon forty-eight (48) hours advance notice, provide line locate in accordance with its usual practises upon the request of Her Majesty or the Band or any person acting pursuant to their instructions.

**REMOVAL OF SAND,
GRAVEL, ETC.**

15. 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**

16. Subject to paragraph 15 hereof, all stripping, and stockpiling and replacement of topsoil shall be to the reasonable satisfaction of Her Majesty.

INDEMNIFICATION

17. (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 Easement or to the Works, including, without limitation, the patrolling, use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession 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

18. 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 the Right-Of-Way any pit, well foundation, pavement or other structure or installation or undertake or authorize exploration, searching and removal of petroleum, natural gases and minerals from, on or under the Right-Of-Way.

**EXPLORATION & REMOVAL
OF MINERALS**

19. Subject to the provisions of paragraph 18, Her Majesty may, subject to such conditions as She may deem proper for the protection of the Easement hereby granted 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.

ASSIGNMENT

20. The rights, liberties and privileges granted by this Easement shall not be assigned or otherwise transferred, without the prior written consent of Her Majesty, which consent shall 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 that may be providing telephone service to residents of the Reserve, or the Corporation may license the rights herein granted to any other party providing television or other communication services.

RESTRICTION TO RIGHTS

21. The 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. The Easement hereby granted does include the right to place upon the Right of Way any buildings, improvements or structures which are required and ancillary to the Works, provided they are not of a permanent nature, but when such a structure is required, the Corporation shall give notice to the Band of where it is to be located and reasons for such a location. Nothing in this paragraph shall be construed or deemed to require the Corporation to obtain the Band's agreement, approval or consent as to the location of a permanent structure. This paragraph shall have no application to any building, improvement or structure located on the Right-Of-Way as of the date of this Easement.

EXCEPTIONS TO ACCESS

22. The Corporation acknowledges that Her Majesty, members of the Band and any present or future lessees or permittees having any right to 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 the Corporation, might interfere with or endanger the construction, operation, maintenance of the Works or any parts thereof or might obstruct access by the Corporation, its servants or agents to the Works or any parts thereof.
- (b) doing any act or thing which might, in the reasonable opinion of the Corporation, interfere with or injure the Works or any parts thereof.

- TITLE TO 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, workmen and agents 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.
- FENCING** 24. The Corporation shall not fence any portion of the Right-Of-Way occupied by the Works, without prior written consent of Her Majesty and the Band Council, which consent shall not be unreasonably withheld.
- FENCING MAINTENANCE** 25. The Corporation shall be responsible, during the currency of this Easement, 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 the Right-Of-Way 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 Right-Of-Way in a condition satisfactory to Her Majesty, acting reasonably, and, it shall be lawful for Her Majesty or

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 paragraph.

LOSS OR DAMAGES

30. Notwithstanding anything in this Easement, the Corporation 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 use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works in the Right-Of-Way and the exercise of the right and privilege hereby granted 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 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 registered mail to Her Majesty at the following address:

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

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 granted without hindrance, molestation or interruption on the part of Her Majesty.

DISPUTE

RESOLUTION

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

REGISTRATION

34. In accordance with Section 21 of the Act, an original of this Easement will be registered in the Indian Land Registry at Ottawa, Ontario.

35. 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

36. 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

37. 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

38. Time shall be of the essence.

IT IS FURTHER AGREED that this Easement shall be subject to the provisions of the Indian Act and Regulations established thereunder which may now be in force or which hereafter be made and established from time to time in 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 _____, 19____, 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 _____ 19____.

SIGNED By: _____
Director
Lands, Revenues and Trusts

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
TELECOMMUNICATIONS**

Per: _____

(Corporate Seal)

Per: _____

**THIS PERMIT FORMS PART OF APPENDIX 1 TO THE
NEKANEET TREATY LAND ENTITLEMENT AGREEMENT
DATED THE 23rd DAY OF SEPTEMBER, 1992**

**TREATY LAND ENTITLEMENT REPLACEMENT
TELECOMMUNICATION DISTRIBUTION SYSTEM PERMIT**

REPLACEMENT

THIS PERMIT made in quadruplicate this _____ day of _____, 1992.

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 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")

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

**TELECOMMUNICATION
DISTRIBUTION**

LINE

- C. For the purposes of this Permit Telecommunication Distribution System means facilities of the Corporation used to provide

telecommunication services to residents of Saskatchewan within one of the Corporation's exchange areas of which the Reserve is a part, such facilities including, without limitation, buried telecommunications cable and aerial facilities. A Telecommunication Distribution System also includes facilities of parties other than the Corporation used to provide television or other communication services.

- PRIOR INTEREST** D. And whereas 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** 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 (hereinafter referred to as the "Band Council"), has by Band Council Resolution No. _____, dated _____, recommended approval and consented to the granting of this Permit.
- 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 District Director, Department of Indian Affairs and Northern Development, _____ District Office, Saskatchewan Region.
- BURIED TELECOMMUNICATION CABLE** I. For the purpose of this Permit, buried telecommunication cable includes telecommunication cable and all ancillary couplings, lines, wires and apparatus which are required to provide telecommunication service to any individual, Reserve or corporate applicant on or off the Reserve.
- AERIAL FACILITIES** J. For the purpose of this Permit, aerial facilities includes telephone poles, cross arms, guide wires, anchors and other attachments and fittings as necessary which are required to provide telephone service to any individual, Reserve or corporate 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 Act, does hereby grant unto the Corporation, its successors, assigns, licensees, 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 more particularly described as:

(hereinafter referred to as the "Permit Area") including the following rights:

PURPOSE

- (a) To install, construct, affix, place, operate, maintain, inspect, repair, replace and remove such underground buried telecommunications cables and aerial facilities as are required from time to time for a telecommunication distribution system together with all apparatus and appurtenances thereto (hereinafter collectively referred to as the "Works"), and patrol the Permit Area in connection with or incidental to the Works on, under and over a portion of the Reserve. Provided that to the extent the new Works are to be installed, constructed, affixed or placed on, over or under the Permit Area, the Corporation shall give the Band prior reasonable notice of the location of such new Works and the reasons for such a location. Nothing in this provision shall be construed or deemed to require the Corporation to obtain the agreement, approval or consent of the Band as to the location of such new Works.
- (b) To enter upon the Permit Area over existing reserve roads with the necessary equipment and vehicles as may be required from time to time to exercise the rights set forth in this, Permit Agreement.

**CLEARING THE
PERMIT AREA**

- (c) 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 to cause a disruption in service to the Corporation's customers.

**TREES THAT MAY
DAMAGE THE WORKS**

- (d) For the purposes hereunder, 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 (e) To pass and repass over existing reserve roads and trails to such extent as may from time to time be reasonably required by the Corporation for the purpose of ingress and egress to and from the Permit Area.

APPROVAL FOR ALTERNATE ROUTES (f) Where there are no existing roads or trails suitable to access the Permit Area, access to and from the Permit Area may be obtained on the Reserve otherwise, subject to the prior approval of the route, by the Band Council and of any Band member in lawful 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 Band Council or of any band member in possession of such 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 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.

(g) Generally do all acts 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. This Permit shall be for a period commencing on the date of its execution and continue for as long as the Permit Area is required by the Corporation to provide telecommunication services or others, to provide television or other communication services, and upon termination, if the Permit has been recorded in a provincial registry the Corporation shall effect a discharge of the Permit from such registry.

CONSIDERATION 2. (a) The Corporation shall pay on or before the execution of this Permit, the sum of One (\$1.00) Dollar to the Receiver General for Canada (the receipt 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 telecommunication service available to residents of the Reserve in accordance with the Corporation's usual practises.

- (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:

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. That this Permit is given under subsection 28(2) of the Act, 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 in rem 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 Act.

APPLICANT TO RECEIVE TELEPHONE SERVICE

5. The Corporation shall provide telephone service to applicants on Reserve who do not at the time of application have telephone service in accordance with the Corporation's usual practice.

TAXES & LEVIES

6. 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 Permit Area or Works pursuant to this Agreement save and except:
- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto, which are at the date of an agreement dated the * day of *, 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.

LAWS & REGULATIONS

- 7. The Corporation shall use its best efforts during the currency of this Permit, at its own expense, promptly observe, perform, execute and comply with all laws, rules, requirements, orders, direction, ordinances and regulations of every federal, provincial or municipal authority or agency concerning the Permit or the Works constructed within the Permit Area.

ENVIRONMENTAL COMPLIANCE

- 8. 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 Permit Area, including without limiting generality of the foregoing, the *Canadian Environmental Protection Act* and all other laws related to environmental protection as amended or replaced.

ENVIRONMENTAL REMEDIAL ACTION

- 9. Should the Works and the operations of the Corporation on the Permit Area contribute to any detrimental environmental changes 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 hereby agrees to undertake the required remedial action and pay the costs of such remedial action.

DEBRIS REMOVAL

- 10. The Corporation shall remove all garbage and debris, other than debris resulting from brush clearing operations by the Corporation, from the Permit Area resulting from the Corporation's use and occupation of the Permit Area. Debris resulting from bush clearing operations on the Permit Area by the Corporation will be windrowed by the Corporation unless otherwise agreed upon by the Corporation and the Band.

RESTORATION

- 11. When the Permit Area is no longer required for the Works purposes, the Corporation shall restore the Permit Area as near as practical to its original condition prior to the installation of the Works, including the removal of all improvements placed on the Permit Area but shall not be required to remove the underground portion of the Works from the Permit Area or plant or replace any trees, shrubs or bushes that have been removed from the Permit Area; **PROVIDED THAT** if the Corporation fails to so restore the Permit Area within one year from

the date the Permit Area is no longer required for the Works purposes, Her Majesty may restore 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**

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 Works on the Permit Area and to continue its operation 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, 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.

**DISTURBANCE OF
DRAINAGE**

13. The Corporation shall not disturb or divert natural drainage on the Permit Area.

DISTURBED MONUMENTS

14. The Corporation shall ensure that all legal or control survey monuments are protected and not disturbed, damaged or destroyed during any use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession 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 Her Majesty, acting reasonably.

**REMOVAL OF SAND,
GRAVEL, ETC.**

15. 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**

16. Subject to paragraph 15 hereof, all stripping, and stockpiling and replacement of topsoil shall be to the satisfaction of Her Majesty, acting reasonably.

INDEMNIFICATION

17. (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, without limitation, the patrolling, use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works.

- (b) The Corporation shall, at all times hereafter, pay to HerMajesty 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**

- 18. 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 the Permit Area any pit, well foundation, pavement or other structure or installation or undertake or authorize exploration, searching and removal of petroleum, natural gas and minerals from on or under the Permit Area.

EXCEPTION TO ACCESS

- 19. 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, or erecting, or maintaining any building, structure, excavation, pile of material or obstruction or planting any growth on the Permit Area 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

- 20. 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 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 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 and shall be forthwith handed over to Her Majesty's Representative, at Her Majesty's expense.

EXPLORATION AND

REMOVAL OF MINERALS

21. Subject to the provisions of paragraph 18 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. The Permit hereby authorized does not include the right to place upon the Permit Area any buildings, warehouses, storage facilities or improvements of a permanent nature. The Permit hereby authorized does include the right to place upon the Permit Area any buildings, improvements or structures which are required and ancillary to the Works, provided they are not of a permanent nature but when such a structure is required, preference shall nonetheless be given to an off-Reserve location where it is economically feasible and where such a structure is used to exclusively provide service to non-reserve residents. If a building, improvement or structure of a non-permanent nature is to be placed on Reserve land, the Corporation shall give prior reasonable notice to the Band as to where such a structure is to be located and the reason for such a location. Nothing in this paragraph shall be construed or deemed to require that the Corporation shall obtain the agreement, approval or consent of the Band as to the location of such Works. This paragraph shall have no application to any buildings, improvements or structures located on the Permit Area as of the date of this Permit.

ASSIGNMENTS

23. The rights, liberties and privileges granted by this Permit shall not be assigned or otherwise transferred, without the prior written consent of Her Majesty, which consent shall 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 that may be providing telephone service to residents of the Reserve, or the

Corporation may license the rights herein granted to any other party providing television or other communication services.

- SKETCH PLANS** 24. The Corporation shall submit sketches to the Minister's Representative and the Band Council of that part of the Reserve occupied from time to time by extensions and additions to the Works subsequent to the date of execution of this Permit to provide service to residents on and off the Reserve. At the request of Her Majesty, the Band or anyone acting pursuant to their instructions, the Corporation shall, upon 48 hours advance notice, provide line locate in accordance with its usual practices, at its own expense. The Corporation shall give prior reasonable notice to the Band as to the location and route of the Works. Nothing in this provision shall be construed or deemed to require the Corporation to obtain the agreement, approval or consent of the Band as to the location route of such Works.
- 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 and the Band Council, 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 the Permit Area 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 Permit Area in a condition satisfactory to Her Majesty, acting reasonably, 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 hereof.
- REMOVAL OF WORKS** 28. (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, Her Majesty shall have the right within sixty (60) days after such expiration, or sooner termination thereof to give notice to the Corporation to remove the above-ground portion of the Works at its own expense.
- (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 Works from the Permit Area, the Corporation will pay reasonable compensation for damage caused to the Permit Area or to the Reserve Lands arising out of the Corporation's removal 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 or other future breach.

NUISANCES 30. Where, as a result of any act or omission of the Corporation, its employees, servants or agents, relative to the 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 use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession 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 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 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, Revenues and Trusts
Department of Indian Affairs
and Northern Development
2110 Hamilton Street
Regina, Saskatchewan
S4P 4K4

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 | 33. | 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. |
| REGISTRATION | 34. | In accordance with Section 21 of the Act, an original of this Permit will be registered in the Indian Land Registry at Ottawa, Ontario. |
| | 35. | 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 | 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. |
| TIME OF ESSENCE | 37. | Time shall be of the essence. |
| MARGINAL NOTES | 38. | 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 Act and Regulations established thereunder which may now be in force or which hereafter be made and established from time to time in 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 _____, 19____, and the Corporation has hereunto affixed its corporate seal attested to by the hands of its duty authorized officers in that behalf this _____ day of _____ 19____.

SIGNED By: _____
Director
Lands, Revenues and Trusts

**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
TELECOMMUNICATIONS**

Per: _____

C.S.

Per: _____

**THIS EASEMENT FORMS PART OF APPENDIX 1 TO THE
NEKANEET TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT
DATED THE 23RD DAY OF SEPTEMBER, 1992**

**TREATY LAND ENTITLEMENT REPLACEMENT
EASEMENT AGREEMENT FOR ELECTRICAL TRANSMISSION
LINE RIGHT-OF-WAY**

REPLACEMENT

THIS EASEMENT made in quadruplicate this _____ day of _____, A.D. 19_____.

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 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 "SaskPower")

PARTY OF THE SECOND PART

WHEREAS:

- 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").
- B. The _____ Band of Indians (hereinafter referred to as the "Band"), is a Band as defined pursuant to Section 2(a) of the Act.
- 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 to SaskPower of an easement by Letters Patent (hereinafter referred to as the "Letters Patent"), or such instrument of similar effect, for purposes hereinafter described.

- D. 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").
- E. 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.
- F. The Council of the Band, by Band Council Resolution No. _____ dated the _____ day of _____, A.D. 19____, duly passed, has approved and consented to the granting in favour of SaskPower of certain rights on the terms and conditions therein stipulated.
- G. 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 the Letters Patent or such other instrument of similar effect in accordance with the terms and conditions hereinafter set forth.
- H. "The Minister" as used herein means Her Majesty's Minister of the Department of Indian Affairs and Northern Development or his authorized representative.
- I. In this Easement "Electrical Transmission Line" means the high voltage power line and all its 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 reserved and contained to be observed and performed by SaskPower, Her Majesty shall issue the Letters Patent or such other instrument having similar effect granting and conveying unto and to SaskPower the right, liberty, privilege and easement for SaskPower and its servants, employees and agents from time to time to use and occupy a portion of the Reserve as a right-of-way for its Electrical Transmission Line being a strip of land as more particularly described as:

(hereinafter referred to as the "Right-Of-Way") on, over, across and under the Reserve for the purposes of:

PURPOSE

- (a) The use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the 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 the Electrical Transmission Line (all of which shall hereinafter collectively to 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 on the Right-Of-Way which might, in the reasonable opinion of SaskPower interfere with or endanger the Works or any parts thereof, or to cause a disruption in service to SaskPower customers.

For the purposes hereunder, SaskPower may 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
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 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 land; **PROVIDED FURTHER 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 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"); **PROVIDED ALWAYS**, and it is hereby understood and agreed by and between the parties hereto, and it is the true intent and meaning of these presents, that the Easement Rights hereby granted are subject to the several stipulations, agreements, terms, covenants and conditions hereinafter expressed and contained, that is to say:

PERIOD

1. (a) The term of this Easement shall commence on the date the Letters Patent or such other instrument having similar effect have issued in favour of SaskPower, and the term shall continue for as long as the Easement is required by SaskPower for the Right-Of-Way and, upon termination, if the Easement has been recorded in any provincial registry, SaskPower shall effect a discharge of the Easement from such registry.
- (b) Upon termination, of the Easement for any reason whatsoever, 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 by Her Majesty that, pursuant to the terms of an agreement dated the * day of *, 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 the payment of One (\$1.00) Dollar and any continuing obligation of SaskPower to make payments as may have been payable pursuant to the Prior Interest, the basis of which required payments, if any, is as follows:

Such payments, if any, shall be made in legal tender of Canada and shall be forwarded to Her Majesty at the address for service of notice hereinafter set.

TAXES & LEVIES

3. SaskPower 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 federal authority upon the Right-Of-Way or the Works pursuant to this Agreement save and except:

- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto, which are at the date of an agreement dated the * day of *, 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 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, rules, requirements, orders, direction, ordinances, and regulations of every federal, provincial or municipal authority or agency concerning this Easement or the Works constructed within the Right-Of-Way.

**COMPLIANCE TO
FEDERAL/PROVINCIAL
STATUTES**

- 5. SaskPower shall comply with all federal and provincial statutes 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.

DEBRIS REMOVAL

- 6. 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

- 7. When the Right-Of-Way is no longer required for the Works purposes, SaskPower shall restore the Right-Of-Way as near as possible to its condition as it existed as of the date of this Easement including the removal of all improvements placed on the Right-Of-Way; **PROVIDED THAT** failing to so restore the Right-Of-Way, Her Majesty may restore the Right-Of-Way to such condition 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
ARTIFACT**

- 8. 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 use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession in respect of 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 for a reasonable period of time SaskPower shall have no right, title or interest in any such artifact unearthed or discovered.

SURVEY MONUMENTS

9. SaskPower shall ensure that all legal or 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 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.

LEGAL SURVEY

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

INDEMNIFICATION

11. (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 of electrical equipment from the Works on the Right-Of-Way; and

(iii) any act or omission on the part of SaskPower, its employees, servants and agents and their subcontractors 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 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 11(a) hereof, including administrative 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 11(a) hereof.

**ADDITIONAL
STRUCTURES**

12. (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 installation.

(b) Her Majesty agrees to use Her best efforts to give Her officers, servants, agents, 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

13. SaskPower shall not assign this Easement without the prior written consent of Her Majesty which consent may not be unreasonably withheld.

RIGHTS OF USE

14. SaskPower shall not use this Easement for any purpose other than for the purposes set forth in this Easement and this Easement does not create any rights other than as stated herein.

FENCING

15. (a) SaskPower shall not fence, except for existing fences, the Right-Of-Way or any part thereof, with the exception of transformer stations.

EXCEPTIONS TO ACCESS

- (b) Her Majesty, members of the Band and any present or future lessees or permittees having any right to Reserve lands on which the Right-Of-Way is located, are to be allowed free access to the Right-Of-Way and the use of the same except for:
 - (i) 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 there of or might obstruct access by SaskPower, its servants or agents to the Works or any parts thereof; or
 - (ii) 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 parts thereof.

EXPLORATION & REMOVAL
OF MINERALS

- 16. Subject to the provisions of subclause 12(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 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 SaskPower, 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 SaskPower 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.,

RESTRICTION TO RIGHTS 18.

- (a) The Easement Rights hereby granted do not include the right to place upon the Right-Of-Way, buildings, warehouses or

storage facilities or any permanent improvement, except that such of the foregoing structures which are required and ancillary and necessarily incidental to the Works shall, subject to preference being given to an off-Reserve location, be permitted to be placed upon the Right-Of-Way. If such a structure is to be placed on the Right-Of-Way, SaskPower shall give prior reasonable notice to the Band of where it is to be located and the reasons for such a location.

- (b) Paragraph 18(a) shall have no application to any buildings, warehouses, storage facilities or permanent improvements located on the Right-Of-Way at the date of this Easement.

INSPECTION

- 19. Subject to the Easement Rights granted to SaskPower herein, SaskPower shall keep the Right-Of-Way 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 such condition, and, it shall be lawful for Her Majesty or any person authorized by Her at all reasonable times to enter upon the Right-Of-Way for the purposes of examining the condition hereof.

REMOVAL OF WORKS

- 20. (a) On the expiration or sooner termination by SaskPower of this Easement, Her Majesty shall have the right within sixty (60) days after such expiration, or sooner termination by SaskPower thereof to give notice to SaskPower to remove the Works 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 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 or SaskPower with respect to any other future breach.

NUISANCE

22. Where, as a result of any act or omission of SaskPower, its employees, servants or agents, relative to the 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 paragraph.

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, Revenues and Trusts,
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 2L1

Attention: Manager, Lands Acquisitions
cc: General Counsel

and if any questions arise 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. A change of address by either party may be given to the other in accordance with this provision.

**COMPENSATION
FOR DAMAGES**

24. (a) Notwithstanding anything in this Easement Agreement, SaskPower shall pay 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 Right-Of-Way and the exercise of the rights and privileges hereby granted, which payment shall be made 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

- (b) Any dispute or disagreement as to the compensation shall be referred to a court of competent jurisdiction for disposition.
25. No member of the House of Commons shall be entitled to any share or part of this Easement or to any benefit to arise therefrom.

QUIET POSSESSION

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

MARGINAL NOTES

27. 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

28. Time is of the essence.

**SINGULAR/PLURAL
REFERENCE**

29. 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, including all prior grants made thereunder and what are expressed to be retroactive.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development has hereunto set his hand this _____ day of _____, A.D. 199____, 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. 199_____.

SIGNED By: _____
Director
Lands, Revenues and Trusts

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: _____

(Corporate Seal)

Per: _____

(Signing Officers must designate their official capacity)

**THIS PERMIT FORMS PART OF APPENDIX 1 TO THE
NEKANEET TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT
DATED THE 23rd DAY OF SEPTEMBER, 1992**

**TREATY LAND ENTITLEMENT REPLACEMENT
PERMIT FOR ELECTRICAL DISTRIBUTION LINE**

REPLACEMENT

THIS PERMIT made in quadruplicate: this _____ day of
_____, A.D. 19_____.

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
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 "SaskPower")

PARTY OF THE SECOND PART

WHEREAS:

- 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.1-5, as amended (hereinafter referred to as
"the Act").

- B. The _____ Band of Indians (hereinafter referred to as "the Band"), is a Band as defined pursuant to Section 2(a) of the Act.
- 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.
- D. SaskPower had, immediately prior to the creation of the Reserve, an interest in the Reserve land respecting the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance and possession of a electrical distribution line and all ancillary equipment utilized in the distribution of electricity (hereinafter referred to as the "Prior Interest").
- E. 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.
- F. The "Minister" as used herein means Her Majesty's Minister of Indian Affairs and Northern Development or His authorized representative.
- G. In this Permit "Electrical Distribution Line" 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 grant unto SaskPower, its servants, employees 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, more particularly described as:

**PERMIT AREA
DESCRIPTION**

(hereinafter referred to as the "Permit Area") for the purpose of:

PURPOSE

- (a) Use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of 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 use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of Electrical Distribution Lines (all of which shall hereinafter collectively be referred to as "the Works");

**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 SaskPower interfere with or endanger the Works or any parts thereof, or cause a disruption in service to SaskPower customers.

For the purposes hereunder, SaskPower may cut trees immediately adjacent to 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 WORKS**

- (c) Passing and repassing over existing Reserve roads and trails as may reasonably be required by SaskPower 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 land; **PROVIDED FURTHER 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 to 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 the Permit Area; and
- (d) Generally, doing all such acts or things on the Permit Area as may 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"; **PROVIDED ALWAYS,**

and it is hereby understood and agreed by and between the parties hereto, and it is the true intent and meaning of these presents, that the Permit Rights hereby granted are subject to the several stipulations, agreements, terms and conditions hereinafter expressed and contained, that is to say:

PERIOD

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 (the receipt 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 electric service available to residents of the Reserve upon payment by the applicant of the applicable service installation charges. Thereafter, electric service shall be provided to Reserve residents on SaskPower's standard terms and conditions at the applicable service rates.

- (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:

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 Riots 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, tenants, 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, tenants, 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 or 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 Agreement save and except:
- (i) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto, which are at the date of an agreement dated the * day of *, 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 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, rules, requirements, orders, direction, ordinances, and regulations of every federal, provincial or municipal authority or agency concerning this Permit or the Works constructed within the Permit Area.

COMPLIANCE TO
FEDERAL/PROVINCIAL
STATUTES

7. SaskPower shall comply with all federal and provincial statutes, 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 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.

DEBRIS REMOVAL

8. 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

9. When the Permit is no longer required for the Works purposes, SaskPower shall restore the Permit Area as near as possible to its condition as it existed as of the date of this Permit including the removal of all improvements placed on the Permit Area; **PROVIDED THAT** failing to so restore the Permit Area, Her Majesty may restore the Permit Area to such condition 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**

10. 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 use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works 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 for a reasonable period of time. SaskPower shall have no right, title or interest in any such artifact unearthed or discovered.

INDEMNIFICATION

11. (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) and 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 use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the same.
- (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 (iii) inclusive of subclause 11(a) hereof;

- (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 11(a) hereof.

SURVEY MONUMENTS 12. 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.

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 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 14. SaskPower shall not assign this Permit without the prior written consent of Her Majesty which consent may not be unreasonably withheld.

RIGHTS OF USE 15. SaskPower shall not use the Permit Area for any purpose other than for the purposes set forth in the Permit and this Permit does not create any rights other than as stated herein.

SKETCH PLANS 16. SaskPower shall submit sketches to the Minister, upon request, 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 of its extensions shall be determined by mutual agreement between SaskPower and the Band Council.

FENCING 17. (a) SaskPower shall not fence, except for existing fences, the Permit Area or any part thereof, with the exception of transformer stations.

ACCESS TO PERMIT AREA

- (b) Her Majesty, members of the Band and any present or future lessees or permittees having any right to Reserve lands on which the Permit Area is located, are to be allowed free access to the Permit Area and the use of the same except for:
- (i) 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, removal of the Works or any parts thereof or might obstruct access by SaskPower, its servants or agents to the Works or any parts thereof; or
 - (ii) doing any act or thing which might, in the reasonable opinion of SaskPower, interfere with the Permit Rights or interfere with or injure the Works or any parts thereof.

EXPLORATION AND REMOVAL
OF MINERALS

18. 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 Permit 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 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 SaskPower, 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 SaskPower 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.

RESTRICTION OF
RIGHTS

20. The Permit Rights hereby granted do not include the right to place upon the Permit Area any buildings, warehouses, or storage facilities

or any permanent improvements except such of the foregoing structures which are required and ancillary and necessarily incidental to the Works shall, subject to preference being given to an off-Reserve location, be permitted to be placed upon the Permit Area. The paragraph shall have no application to any buildings, warehouses, storage facilities or permanent improvements located on the Permit Area at the date of this Permit.

INSPECTIONS

21. Subject to the Permit Rights granted to SaskPower herein, SaskPower shall keep the Permit Area 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 Permit Area in such condition, and, it shall be lawful for Her Majesty or any person authorized by Her at all reasonable times to enter upon the Permit Area for the purposes of examining the condition hereof.

REMOVAL OF WORKS

22. (a) On the expiration or sooner termination by SaskPower of this Permit, Her Majesty shall have the right within sixty (60) days after such expiration, or sooner termination by SaskPower thereof to give notice to SaskPower to remove the Works 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 or to the Reserve Lands arising out of SaskPower's removal of the Works from the Permit Area.

WAIVER

23. 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 or SaskPower with respect to any other future breach.

NUISANCE

24. Where, as a result of any act or omission of SaskPower, its employees, servants or agents, relative to the 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 paragraph.

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, Revenues and Trusts,
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 2L1

Attention: Manager, Lands Acquisitions
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. A change of address by either party may be given to the other in accordance with this provision.

**COMPENSATION FOR
DAMAGES**

26. (a) Notwithstanding anything in this Permit, SaskPower shall pay reasonable compensation for damages to fixtures, improvements, buildings, chattels, animals, crops, emblements or timbers arising from the use, occupation, replacement,

removal, repair, reconstruction, operation, maintenance, inspection or possession of the Works in the Permit Area incurred by the exercise of the rights and privileges hereby granted, which payment should be made 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

(b) Any dispute as to compensation shall be referred to a court of competent jurisdiction.

27. 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

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

MARGINAL NOTES

29. The headings and marginal notes are included in this Permit are only for convenience and do not form part of the covenants, provisos and agreements herein contained.

TIME OF ESSENCE

30. Time is of the essence.

**SINGULAR/PLURAL
REFERENCE**

31. 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, including all prior grants made thereunder and which are expressed to be retroactive.

IN WITNESS WHEREOF the Department 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. 199__ , 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. 199__.

SIGNED By: _____
Director
Lands, Revenues and Trusts

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: _____

(Corporate Seal)

Per: _____

(Signing Officers must designate their official capacity)

**THIS EASEMENT FORMS PART OF APPENDIX 1 TO THE
NEKANEET TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT
DATED THE 23rd DAY OF SEPTEMBER, 1992**

**TREATY LAND ENTITLEMENT
EASEMENT FOR NATURAL GAS TRANSMISSION PIPELINE**

REPLACEMENT

THIS EASEMENT made in quadruplicate this _____ day of _____, 19 ____.

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. 19___, 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 _____, 19___, 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 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 District Manager, Department of Indian Affairs and Northern Development, _____ District Office, Saskatchewan Region.

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

(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

THE WORKS

of which shall hereinafter collectively be referred to as "the Works"),

INGRESS OR EGRESS

together with 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 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 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").

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

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.

- (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 this Easement, charged, imposed or assessed by Her Majesty, the Band, 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, emblements 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 Director, Land Services of the Corporation; or

(b) if forwarded by mail addressed to:

TransGas Limited
1945 Hamilton Street
P.O. Box 67
Regina, Saskatchewan
S4P 2Z5

Attention: Director, Lands 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:

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

or

(b) if forwarded by registered mail addressed to:

District Manager
Department of Indian Affairs and Northern Development

_____, Saskatchewan

____ _

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

22. 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

23. 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

24. 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

25. It is acknowledged by Her Majesty that, pursuant to the terms of an agreement (the "Framework Agreement") dated the * day of *, 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:

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** 26. 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.
27. 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** 28. The preamble and the schedules to this agreement form part of and are to be read with this Easement.
- SINGULAR/PLURAL REFERENCE** 29. 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** 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.
- TIME OF ESSENCE** 31. Time shall be of the essence.

IN WITNESS WHEREOF Her Majesty, through Her representative authorized in that behalf has executed this Easement this _____ day of _____, 19____; 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 _____ 19_____.

SIGNED BY: _____
 Director
 Lands, Revenues and Trusts

**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

TRANSGAS LIMITED

Per: _____
 General Counsel & Secretary

(Corporate Seal)

**THIS PERMIT FORMS PART OF APPENDIX 1 TO THE
NEKANEET TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT
DATED THE 23rd DAY OF SEPTEMBER, 1992**

**TREATY LAND ENTITLEMENT
PERMIT FOR NATURAL GAS LOW PRESSURE DISTRIBUTION PIPELINE
REPLACEMENT**

THIS PERMIT made in quadruplicate this
_____ day of _____, A.D. **19**_____.

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. 19__, 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 District Manager, Department of Indian Affairs and Northern Development, _____ District Office, Saskatchewan Region

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

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 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

TM WORKS

INGRESS/EGRESS

any product or by-product thereof (all which shall hereinafter collectively referred to as the "Works"), together with 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	<p>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.</p> <p>(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:</p> <p style="padding-left: 40px;">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.</p>
RESTRICTION OF RIGHTS	3. This Permit is given pursuant to subsection 28(2) of the <u>Indian Act</u> R.S.C 1985, Chapter 1-5, 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 of 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 artifact unearthed or discovered.

- TM 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 this Permit, charged, imposed or assessed by Her Majesty, the Band 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 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

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, emblements 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 Director, Land Services of the Corporation; or

(b) if forwarded by mail addressed to:

SaskEnergy Incorporated
P. O. Box 3839
Regina, Saskatchewan
S4P 3R8
Attention: Director, 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;

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

(b) if forwarded by registered mail addressed to:

District Manager
Department of Indian Affairs and Northern Development
Lands, Revenues and Trusts
, Saskatchewan

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.

IN WITNESS WHEREOF Her Majesty, through Her representative authorized in that behalf has executed this Permit this _____ day of _____, A.D. 19____; 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. 19__.

SIGNED BY:

Director,
Lands, Revenues and Trusts

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

In the Presence of

Witness

Per: _____
For and on behalf of the Minister

SASKENERGY INCORPORATED,

Per: _____

General Counsel and Secretary

(Corporate Seal)

(Signing officers must designate their official capacity)