

APPENDIX A - ADDITIONS PROPOSAL CHECKLIST

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>COMMENTS</u>
<u>PROCEDURE:</u>				
Has the Band involved submitted a B.C.R. outlining its request and the basis for the proposal?	_____	_____	_____	
<u>SITE-SPECIFIC CONSIDERATIONS:</u>				
Site Description:				
Acreage:				
Location:				
Topography:				
Name of Current Owner(s) of:				
(i) Surface:				
(ii) Subsurface:				
<u>CROWN LAND:</u>				
Is any portion of the surface or subsurface owned by the Band?	_____	_____	_____	
Are there any "Occupants of Crown Land"?	_____	_____	_____	
If so, their consent will be/has been obtained and their interests dealt with in the following manner:	_____	_____	_____	
<u>ACCESS:</u>				
Has legal access been provided to the property?	_____	_____	_____	

YES NO N/A COMMENTS

Is there public access to the Land? _____

If there is currently no public access to the Land, access will be accomplished in the following manner:

Has provision been made for access to public utilities, if required (i.e., water, sewer, etc.)? _____

PROJECTED COSTS OF LAND ACQUISITION:

In the event that title to the Land is yet to be acquired by the Band:

- (i) What is the projected Price of the Land?
(i.e., the sale price thereof plus all adjustments and Acquisition Costs):

- Cost of Land Purchase
- land costs
(including acquisition)
- appraisals
- survey costs
- land registration costs
- tax adjustment costs
- resolution of Third Party Interests

- (ii) Are adequate funds readily available from the Band Trust Account or otherwise? (Specify) _____

- (iii) Will Section 4.03 of the Agreement be complied with? _____

- (iv) Is there a need for an independent appraiser to be appointed? _____

- (v) If so, what steps have been taken in respect thereof? _____

PROVINCIAL AND RURAL MUNICIPALITY CONSIDERATIONS:

Has the province and the relevant Rural Municipality been consulted in writing with respect to the implications of the proposal? _____

Has the province and the relevant Rural Municipality expressed any concerns? _____

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>COMMENTS</u>
Has written correspondence been received from the province and the relevant Rural Municipality setting out the issues discussed and how all reasonable concerns have been resolved?	_____	_____	_____	
If there are any reasonable concerns which have not been resolved, provide rationale for proceeding with the Submission:				

CERTAIN PRE-ACQUISITION REQUIREMENTS:

Have the pre-transfer provisions of Section 11.03 of the Agreement been complied with? _____

In particular:

- (i) delivery to the Department of a Band Council Resolution requesting the transfer of Land to Canada for reserve purposes _____
- (ii) delivery to the Department of all legal searches including uncertified copies of title, full copies of all encumbrances, copy of original Crown grant, etc. _____
- (iii) certification or receipt from Saskatchewan of:
 - (a) registrable legal description of any Waterbodies which are not wholly enclosed and any available information with respect to the acreage of such Waterbodies; _____
 - (b) any registered or unregistered Public Utility Easements; _____
 - (c) Replacement Public Utility Easements; _____
 - (d) the required transfer of all residual provincial Crown interests in the land. _____

MINERALS: (Article 5)

Are there any interests in Minerals underlying the Land in question which are not owned by the federal Crown, the provincial Crown, the Band or its Trustees? _____

If so, have arrangements been made for the transfer to the Band of all such interests in Minerals? _____

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>COMMENTS</u>
If any of the interests in Minerals are held by the provincial Crown, are any the subject of a Public Purposes Plan?	_____	_____	_____	
If the Band has attained its "Shortfall Acres Acquisition Date", have appropriate arrangements been made for surface and subsurface access in respect of such Minerals?	_____	_____	_____	
<u>WATER: (Article 6)</u>				
Wholly Enclosed Waterbodies				
Are there any wholly enclosed waterbodies within the subject property?	_____	_____	_____	
If so, have arrangements been made for the transfer by Saskatchewan to Canada of the water, beds and shore thereof?	_____	_____	_____	
Other Waterbodies				
Are there any Waterbodies which are adjacent to the subject property or not wholly enclosed?	_____	_____	_____	
If so, has Saskatchewan supplied a registerable legal description for such Waterbodies and any available information with respect to the acreage of each such identified Waterbody?	_____	_____	_____	
Are any water related amendments to legal description/title required?	_____	_____	_____	
If so, specify arrangements made.				
Is a co-management agreement to be entered into with Saskatchewan?	_____	_____	_____	
If so, specify arrangements made.				
<u>ROADS AND ALLOWANCES: (Article 7)</u>				
Are there any Roads, Road Allowances or Undeveloped Road Allowances adjacent to or affecting the subject property?	_____	_____	_____	
If so, is the transfer thereof required or requested?	_____	_____	_____	

	<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>COMMENTS</u>
In such event, has an agreement been concluded with the affected municipal government, Saskatchewan and the Department?	_____	_____	_____	
<u>THIRD PARTY INTERESTS: (Article 8)</u>				
Have all Third Party Interests referred to in Section 8.02 been discharged?	_____	_____	_____	
If not, explain reason and proposed method of discharge.				
Have all Public Utility Easement holders been notified in accordance with subsection 11.03(2)(b)?	_____	_____	_____	
If so, has the Department of Justice (Saskatoon) received appropriate discharges thereof and replacement agreements?	_____	_____	_____	
Have appropriate agreements been concluded with Third Party Interest Holders for surrender of their interests and, where appropriate, with Canada for recreation of the same?	_____	_____	_____	
Have the requirements of Article 8 of the Agreement otherwise been fulfilled?	_____	_____	_____	
<u>ENVIRONMENTAL CONSIDERATIONS:</u>				
Has the Environmental Screening (Steps 1-3 of the Environmental Review) as outlined in Stage 2 of the Terms and Conditions of Entitlement Reserve Creation been completed?	_____	_____	_____	
Indicate results (i.e., is a detailed site investigation under Step 4 of the Environmental Review or remedial action under Step 5 required)?	_____	_____	_____	
If so, provide explanation (and cost estimate):				
Are sufficient funds available from the Band and/or Vendor of the Land to complete any detailed site investigation or remedial work?	_____	_____	_____	
<u>Other Comments:</u>				
Insert any other related comments that cannot be addressed under the above headings.				

APPENDIX B

**ENVIRONMENTAL SCREENING/
ENVIRONMENTAL REVIEW CHECKLIST**

PART I - LAND USE HISTORY:

1.	Property Name	Address/Legal Description	"Proposed Transaction"/ "File Name"	Reserve/ Band
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

2. General physical description and present use of subject property, adjacent properties and any structures located on these properties (append photographs, aerial photographs, surveys and site maps, if available):

3. List all easements and rights of way affecting property:

4. List owner and/or occupant and land uses from 1940 to present (use separate page if additional space is required):

	Owner/Occupant or Third Parties	Occupant's interest in property (e.g., leasehold, licence)	Use of Site by Owner/Occupant
_____ to 19____	_____	_____	_____
_____ to _____	_____	_____	_____
_____ to _____	_____	_____	_____
_____ to _____	_____	_____	_____
_____ to _____	_____	_____	_____
1940 to _____	_____	_____	_____

5. Indicate the proposed or intended use of this site (if known):

	YES	NO	UNKNOWN
6. Is the zoning inconsistent with the intended land use?	_____	_____	_____
7. Has the property ever been used for industrial manufacturing, (e.g., gasification works or high technology equipment)?	_____	_____	_____
8. Is there any reason to suspect that any of the following substances have been or are being improperly used, stored or disposed of on site?	_____	_____	_____
(a) pesticides/herbicides* (*except in accordance with the manufacturers instructions for storage and use)	_____	_____	_____

	YES	NO	UNKNOWN
(b) chemicals (other than farm herbicides pesticides used and stored in accordance with manufacturers stored and directions)	_____	_____	_____
(c) petroleum products	_____	_____	_____
(d) radioactive materials	_____	_____	_____
(e) chlorofluorocarbons (CFC's)	_____	_____	_____
(f) polychlorinated biphenyls (PCB's)	_____	_____	_____
(g) wastes of any type	_____	_____	_____

If yes, describe nature and extent:

9. Are there, or have there ever been, underground or aboveground tanks, drums or storage containers located on site _____

If yes, state their former/present contents and if they have not been removed, indicate their age, the date of the last test and test results:

10. Is there evidence or knowledge of spills or leaks occurring on site (e.g., dark, stained soil or concrete)? _____

If yes, describe:

YES

NO

UNKNOWN

11. Is there evidence or knowledge of spills or leaks occurring on adjacent properties? _____

If yes, is there evidence that these spills or leaks have affected or are likely to affect the subject property?

12. Are there any waste streams other than to sanitary sewer or municipal solid waste systems? _____

If yes, describe:

13. Has large-scale equipment or vehicle maintenance ever been conducted on site? _____

If yes, describe:

PART II - GOVERNMENT AND OTHER SEARCHES:

14. Name(s) and position(s) of government contact(s) and date(s) contacted:

15. Have any permits, licences, orders or approvals relating to the environment been granted by the federal, provincial or municipal authorities? If yes, are they in good standing?

16. Have any legal proceedings relating to the environment (e.g., warnings, actions, applications, investigations, orders, rulings, or fines) been commenced/issued against a present/former owner/occupant of the subject property? If yes, provide details:

17. List results of title, execution and any company searches which may have been done:

PART III - CONTACTS/SITE VISIT:

18. Persons contacted/interviewed and their connection to the subject property:

19. Site visit completed by (append site visit checklist):

Name: _____

Title: _____

Date: _____

APPENDIX C
SITE VISIT CHECKLIST

Legal description of property and municipal address, if any:

Owner notified of site visit?: _____

Date of Notification?: _____

Indicate whether the following have been observed on the subject property and provide details where appropriate:

REMARKS

<hr/>	Buildings	<hr/>
<hr/>	Storage, repair maintenance facilities	<hr/>
<hr/>	Outhouses	<hr/>
<hr/>	Miscellaneous structures	<hr/>
<hr/>	Sewers, drains, septic systems	<hr/>
<hr/>	Waste streams (other than to sanitary sewer or municipal solid waste systems)	<hr/>
<hr/>	Storm and sanitary sewer discharge	<hr/>

_____	Surface or under-ground tanks, drums or storage containers	_____
_____	Tank vent pipes	_____
_____	Tank fill lines	_____
_____	Electrical transformers or capacitor equipment (including fluorescent lighting)	_____
_____	Landfill	_____
_____	Incinerators	_____
_____	Hazardous waste generators	_____
_____	Garbage Dumps	_____
_____	Scrap yard (e.g., scrap metals, car bodies)	_____
_____	Polluted ditches, streams, creeks, rivers, ponds, lagoons, lakes	_____
_____	Groundwater wells	_____
_____	Spills (e.g., oil, chemical)	_____
_____	Soil/asphalt stains	_____
_____	Soil depressions or mounds	_____
_____	Vegetation stress	_____
_____	Wildlife stress	_____

_____	Urea formaldehyde foam insulation or asbestos containing materials (e.g., pipe insulation)	_____
_____	Other	_____
_____	Use of surrounding/ adjacent properties:	
_____	North	_____
_____	South	_____
_____	East	_____
_____	West	_____

If any of the above indicate any degree of health/environment hazards is present, provide details:

Site visit performed by: _____
(Name and title)

Date of site visit: _____

APPENDIX D

SEARCHES

(I) TITLE SEARCH:

The title search is an important vehicle for obtaining information and should be utilized as follows:

Does the search reveal ownership, in the chain of title, by any person or corporation which is either known to, or which may (directly or indirectly) deal with toxic substances?

Does the search reveal any orders registered by any government authority relating to the use, handling, storage or disposal of toxic substances?

Does the search reveal any court orders affecting the land use or requiring action?

Does the search reveal the land is situated on a known:

- toxic waste site
- sewage treatment plant
- generating station
- PCB storage site
- garbage-burning, incinerator, hospital, shredding or disinfecting plant
- landfill site
- chemical or toxic waste-producing company
- old municipal hydro-electric commission site
- other site likely to have environmental contamination

Does the search indicate that any activity which might result in toxic waste is being, or has been, carried on at the site, e.g., research, chemical activity, manufacture or storage of toxic substances?

In some circumstances, the search of adjoining lands may assist in the identification of environmental problems associated with acquiring a parcel of land. This type of search may identify adjoining land owners whose businesses indicate further inquiries should be made.

(II) EXECUTION SEARCH:

The execution search is useful for identifying any outstanding judgments registered against the subject property. For instance, it may reveal that a plaintiff who has been injured by a chemical spill on the property has been awarded damages. In the event the defendant (e.g., the current property owner) fails to pay the damages owing, the land may be seized and sold to satisfy the

judgement. An unsuspecting purchaser may therefore find that the property it has just purchased is subject to seizure and sale.

Accordingly, in all cases where the land to be acquired is owned by a private vendor, an execution search should be completed prior to closing.

NOTE: Both the title search and the execution search should be completed by solicitors on behalf of the Band.

(III) COMPANY SEARCH:

This type of search is useful where lands are held or occupied by a corporate entity, e.g., a numbered company. It will confirm the legal name under which government records may be searched and will also disclose the nature of the business concerned and the identity and addresses of the directors (helpful should follow-up inquiries appear to be warranted).

NOTE: The Department of Consumer and Corporate Affairs and its provincial counterpart should be contacted in this regard.

(IV) SEARCHES OF GOVERNMENT RECORDS:

The government bodies which will usually be contacted are the local municipality (e.g., public works, fire department, etc.), the Ministry of Health, Environment Canada, and the provincial Department of the Environment. The Department of Transport and the Ministry of Labour should also be contacted in appropriate cases.

Government searches can be critical. For instance, the investigation and enforcement branch of the Saskatchewan Department of the Environment (DOE) investigates public complaints and prosecutes offenders. A DOE search can reveal the following possible actions taken with respect to a particular property:

- Certificate of approval/permits issued
- Preventive clean-up and repair orders
- Detention and removal orders
- Stop orders
- Restraining and prohibition orders
- Notices of intent (to issue control orders)
- Control orders
- Director-issued orders

(V) **SAMPLE LETTER:**

Enclosed is a copy of the vendor's authority to release information known to the DOE (or a copy of the agreement containing a clause to this effect).

Would you kindly answer the following questions about the subject property in the spaces provided below and return a copy of this letter in the enclosed stamped, self-addressed envelope.

	YES	NO
1. Does the DOE have any records or information with information with respect to this property?	_____	_____
2. Does the DOE have any records with respect to this property under the name of the current owner or any previous owner listed above?	_____	_____
3. Is the DOE aware of any activity on this property for which any necessary approvals have not been given?	_____	_____
4. Does the DOE have any records of contamination or possible contamination of the site by:		
- Radioactive substances	_____	_____
- PCBs	_____	_____
- CFCs	_____	_____
- Pesticides	_____	_____
- Herbicides	_____	_____
- Other chemical or hazardous substances	_____	_____
- waste of any type	_____	_____
5. Please indicate whether the DOE has:		
- investigated the property	_____	_____
- granted any approval(s) for use of property as (insert current or proposed use, e.g. a waste disposal site)	_____	_____
- issued an action request	_____	_____
- instituted enforcement proceedings or prosecuted individuals or companies with respect to any reporting or regulatory violations	_____	_____
- obtained any court order(s) in respect of the property	_____	_____

IN AREA WHERE THERE IS NO MUNICIPAL WATER SERVICE

	YES	NO
6. Is the DOE aware of any water quality or water quantity problems associated with this property or any adjacent properties	_____	_____
7. Is the DOE aware of any sewage problems associated with this property or any adjacent properties?	_____	_____

- NOTE:
- 1) If the answer to any of the above questions is "Yes", please provide details and append same to the copy returned to our office at the following address:
 - 2) If the local Health Unit administers water quality issues on your behalf, please forward a copy of this letter to the Unit for completion.

Signed on behalf of the Saskatchewan
Department of the Environment
- please indicate name and title

Thank you for your assistance in this matter.

Yours very truly,

Enclosure: Copy of vendor's authority to release information or copy of agreement containing a clause to this effect.

MUNICIPAL/REGIONAL AUTHORITIES:

In addition to provincial authorities, a letter of inquiry with appropriate variations should be sent to the municipality or region in which the property is located.

The letter to the municipality or region should make the following inquiries:

	YES	NO
8. Are there any sewage or water surcharge agreements affecting this property?	_____	_____
9. Is there any record of non-compliance with any sewage control by-law?	_____	_____

- NOTE:**
- 1) A copy of a letter of inquiry should be directed to the local office of the Ministry of Health, particularly if the water system for the property is not a municipal water system.
 - 2) In appropriate cases, a letter of inquiry should be directed to the Saskatchewan Department of Labour, particularly with respect to *The Occupational Health and Safety Act, 1993*.

APPENDIX E

RECOMMENDATIONS

1. Following completion of the Environmental Screening (Steps 1-3 as set out in Part II of the Terms and Conditions of Entitlement Reserve Creation), I have determined that:

	YES	NO	UNKNOWN
i) No contamination is indicated, transaction may proceed	_____	_____	_____
ii) Insignificant (low level) contamination of an acceptable nature is indicated; transaction may proceed without a further detailed site investigation by a technical consultant (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation)	_____	_____	_____
iii) Insignificant (low level) contamination of an acceptable nature is indicated; transaction may not proceed without a detailed site investigation by a technical consultant to determine full nature and extent of contamination (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation)	_____	_____	_____
iv) Significant contamination is indicated; transaction may not proceed without a detailed site investigation by a technical consultant to determine full nature and extent of contamination, following which clean-up will likely be required (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation)	_____	_____	_____

2. Provide rationale for either proceeding/not proceeding with a detailed site investigation:

3. If a detailed site investigation and clean-up are required, is the Band or the vendor assuming the costs?

4. Following a detailed site investigation and after receipt and review of an environmental report by a technical consultant, I have determined that:

- i) No contamination is indicated, transaction may proceed. _____

- ii) Insignificant (low level) contamination of an acceptable nature is indicated; transaction may proceed without a clean-up (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation) _____

- iii) Significant contamination is indicated; transaction may not proceed without a clean-up (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation) _____

Indicate name of consultant(s), date detailed site investigation was commenced/completed and append copy of consultant(s) report(s):

5. Where a clean-up is required, indicate name of consultant(s), date clean-up was commenced/completed and append copy of consultant(s) report(s):

APPENDIX F

SAMPLE LEGAL CLAUSES

TERMS AND CONDITIONS

Note: "Purchaser" must be defined in the Agreement to Purchase as the Band and/or its Trustees, and any authorized agent or representative thereof. In addition, Her Majesty the Queen (and her successors) as represented by the Department of Indian and Northern Affairs shall be evidenced as permitted assignee of the Purchaser and be entitled to receive the benefits of all rights accruing to the Purchaser.

1. Examination of Records and Full Disclosure

- (i) The Vendor agrees to provide the Purchaser all records, laboratory test results and any other data and material relating to the history and use of the Property in the possession or under the control of the Vendor for inspection by the Purchaser with the right to make copies thereof, within _____ days of the signing of the Agreement of Purchase and Sale.
- (ii) The Vendor further agrees to reply to specific inquiries made by the Purchaser relating to any aspect of the Property within _____ days from the date on which the Vendor receives the request for information.
- (iii) The Purchaser agrees to preserve and maintain the confidentiality of any of the data, material and information referred to in sub-paragraphs (i) and (ii), unless otherwise obligated or directed under any federal or provincial statute or regulation, and agrees to return all documents related thereto if the transaction is terminated prior to closing and upon the Vendor's written request thereafter.
- (iv) The Purchaser shall have access to and shall have the right to inspect all files, records, documents, orders and approvals of the Department of the Environment and of any other body having jurisdiction relating to the Property. The Vendor further agrees to sign any specific authorization required by any such body upon written request by the Purchaser.

2. Access for Testing and Inspections

The Purchaser shall have access to the Property for the purposes of conducting any inspections, tests and investigations as are deemed necessary by the Purchaser to ascertain and document the environmental condition of the Property.

3. **Environmental Investigation**

- (i) The Vendor agrees to hire, at its sole cost, an independent environmental consultant, whose hiring shall be approved by the Purchaser, to conduct an environmental investigation of the Property as described below.
- (ii) The environmental consultant shall:
 - (a) conduct such necessary tests and investigations as are agreed to by both the Vendor and the Purchaser;
 - (b) provide the Vendor, the Purchaser and the Department of Indian and Northern Affairs with a final environmental report summarizing all findings (including maps, charts and diagrams), describing procedures and methodologies used and identifying type, source and extent of any contamination found on or adjacent to the Property;
 - (c) provide remediation plans which will restore the natural environment of the Property in compliance with the most recent guidelines of the Saskatchewan Department of the Environment and any existing federal guidelines and estimated clean-up costs for any contaminated sites identified on the property.

4. The Vendor shall, within ___ days of receipt of the consultant's final environmental report, unless a later date is mutually agreed upon by the Parties, provide the Purchaser and the Department of Indian and Northern Affairs with a remediation plan as described in sub-paragraph 3(c) for any contaminated sites identified on the Property.

5. Within _____ days of receipt of the consultant's final environmental report pursuant to sub-paragraph 3(b), or a remediation plan pursuant to sub-paragraph 3(c), the Purchaser shall elect to:

- (i) proceed with the Agreement of Purchase and Sale;
- (ii) approve the remediation plan, upon consultation with the Department of Indian and Northern Affairs, and proceed with the Agreement of Purchase and Sale, subject to implementation of the remediation plan or any portion thereof; or
- (iii) terminate the Agreement of Purchase and Sale; and

shall notify the Vendor in writing of its election.

6. (i) The Vendor covenants that he will, prior to closing and at his sole expense, prevent, ameliorate or eliminate all environmental effects arising from his use of the Property and the use of the Property by his predecessors in title and that he will restore the natural environment of the Property in compliance with the most recent guidelines of the Saskatchewan Department of the Environment and any existing federal guidelines.
- (ii) The Vendor further covenants that he will, _____ days prior to closing, provide the Purchaser with written confirmation that he has complied with sub-paragraph (i), such confirmation to include any environmental consultants' reports which may be prepared in satisfaction of the Vendor's obligation pursuant to sub-paragraph (i).

7. **Right to Terminate**

- (i) By written notice to the Vendor at any time prior to closing, the Purchaser may terminate this Agreement of Purchase and Sale if the Vendor fails to comply with any obligation imposed upon the Vendor by the terms of this Agreement or if the Purchaser, in his sole discretion, determines that an environmental or health hazard exists on the Property.
- (ii) Upon the giving of written notice to the Vendor pursuant to sub-paragraph 7(i), the Agreement of Purchase and Sale shall be terminated, the deposit shall forthwith be returned to the Purchaser with(out) interest and the Purchaser and the Vendor shall thereafter be under no obligation or liability the one to the other in respect of anything contained herein or arising herefrom.

NOTE: In all cases where the Band does not hold title to the Entitlement Land and is requesting that Land be transferred directly from its current owner to Canada, the above termination clauses must be inserted in the relevant land transaction documentation and must also be exercisable at the sole discretion of the Department.

8. **Remediation**

The Purchaser may, at his sole discretion, proceed with the transaction, subject to the agreement of the Vendor and the Purchaser as to the nature and extent of any required site investigation or clean-up and as to the liability therefor.

9. **Indemnity**

The Vendor covenants and agrees to indemnify and hold harmless the Government of Canada from and against all costs, claims, demands, suits, actions, professional,

consultant or legal fees (on a solicitor and client basis) and damages to which the Government of Canada may be put or may suffer arising or resulting, directly or indirectly, from:

- (i) any misrepresentation by or on behalf of the Vendor;
- (ii) any warranty or representation of the Vendor proving to be false or untrue in whole or in part; and
- (iii) any failure of the Vendor to perform any of the Vendor's covenants contained herein.

This covenant and agreement shall not merge in but shall survive closing.

NOTE: Security for the indemnity should be obtained where a private Vendor is involved.

REPRESENTATIONS AND WARRANTIES

The following are several suggested representations and warranties which should be obtained from the vendor:

10. **Disclosure**

- (i) The Vendor warrants and represents unto the Purchaser that the Vendor will make complete disclosure of all material facts and circumstances relating to the environmental conditions which, to the Vendor's knowledge, have existed or will exist on the Property and which in any manner might affect the future use of the Property or which may result in the Purchaser and/or the Government of Canada being legally required to prevent, ameliorate or eliminate adverse environmental conditions or to restore the natural environment.
- (ii) The Vendor further warrants and represents unto the Purchaser that there are not now, and will not on closing be, any outstanding, pending or threatened orders, directives or other requirements of the Saskatchewan Department of the Environment and Environment Canada or any other body having jurisdiction relating to the Property and that the Vendor is not now, and will not on closing, be negotiating or in any manner dealing with the Saskatchewan Department of the Environment and Environment Canada or with any other body having jurisdiction with respect to any possible order, directive or other requirement relating to the Property.
- (iii) On closing, the Vendor shall provide to the Purchaser a statutory declaration that the above warranties and representations are still correct and true as of the closing date.

11. **Compliance with Laws**

- (i) The Vendor warrants and represents unto the Purchaser that the present use of the Property is, and on closing will be, in full compliance with all applicable laws, rules, regulations, notices, approvals, orders and other requirements of the Saskatchewan Department of the Environment and Environment Canada and of any other body having jurisdiction over the Property. Without limiting the generality of the foregoing, "approvals" include any approvals relating to environmental, health or safety requirements and the Vendor further warrants and represents unto the Purchaser that no condition currently exists, or will on closing exist, which might impugn the validity of any such approvals.
- (ii) The Vendor warrants and represents unto the Purchaser that the Property contains no toxic substances or contaminants as defined under the *Canadian Environmental Protection Act* (CEPA), or the equivalent provincial legislation, which have been handled, emitted or discharged by the Vendor, its officers, directors, agents, employees or any third parties and that there are no underground storage tanks on the Property.
- (iii) The Vendor also warrants and represents that it has at all times received, handled, used or stored all hazardous goods or contaminants in strict compliance with all applicable laws, rules, regulations, orders or approvals and that all such contaminants or hazardous goods will be removed from the Property _____ days prior to closing.

12. **No Adverse Environmental Impacts**

The Vendor warrants and represents unto the Purchaser that there are not adverse environmental impacts on the Property as a result of the use of the land by the Vendor, its officers, directors, agents, employees or any third parties.

13. **No Law Suits, Actions**

The Vendor warrants and represents unto the Purchaser that it has no notice or knowledge of any law suits, actions, fines, orders, penalties, rulings, liabilities, pending or threatened against the Vendor, its officers, directors, agents, employees or any third parties relating to the environmental condition of the Property or to the violation, actual or alleged, of any federal or provincial environmental health or safety statutes, regulations or other lawful requirements.

14. **Survival of Vendor's Representations and Warranties**

The representations and warranties of the Vendor as set forth above shall survive closing and shall continue in full force and effect for the benefit of the Purchaser, and its successors and assigns.

- NOTE:
- 1) It is important that all key contractual terms be clearly defined by the parties to avoid problems in the future interpretation of the respect parties' obligations.
 - 2) Where appropriate, reference to lessees should be made in the above clauses, e.g., clause 2 (access to property may require the approval of both the vendor and any lessee(s)).
 - 3) Where the Band, as opposed to the Vendor, assumes responsibility for any required site investigation or clean-up, the above clauses should be modified accordingly.