

MEMORANDUM OF AGREEMENT

between

Manitoba Naturalists Society
a corporation incorporated under the laws of Canada
having its registered office in 401-63 Albert Street,
Winnipeg, Manitoba R3B 1G4
as represented by
the Secretary

“MNS”

and

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

“Manitoba”

THIS AGREEMENT made in triplicate as of the 13th day of August, 2005.

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

Whereas such biodiversity is being increasingly lost as a result of some human activities and developments; and

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

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

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

Whereas the Manitoba Naturalists Society is dedicated to fostering an awareness and appreciation of the natural environment and to working for the preservation of the natural environment; and

Whereas the Manitoba Naturalists Society seeks to work cooperatively with individuals, communities, business and governments across Manitoba to protect biological diversity and natural areas.

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

SECTION 1 - PRINCIPLES

The principles governing this Agreement are:

- 1.1 Stewardship of renewable resources, the environment, and protection of ecological integrity are keys to sound ecosystem management. Healthy ecosystems must be maintained; renewable resource use must be sustained; and
- 1.2 The Manitoba Naturalists Society's land management practices have resulted in maintenance of ecological integrity and biodiversity; and
- 1.3 Joint cooperation and participation in promoting the conservation of land in Manitoba, in a way that conserves and maintains its ecological integrity, provides benefits to all Manitobans.

SECTION 2 - OBJECTIVES

The objectives of this Agreement are:

- 2.1 To identify MNS land which will contribute to Manitoba's Network of Protected Areas; and
- 2.2 To promote sustainable use and conservation of land in Manitoba; and
- 2.3 To conserve and maintain the identified areas of MNS lands, as listed in Schedule "A", and encourage MNS to continue to manage them in a way that will maintain their ecological integrity and natural biodiversity over the long-term, consistent with the principles and objectives of Manitoba's Protected Areas Initiative and the mandate of MNS.

SECTION 3 - LAND EVALUATION PROCESS

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

SECTION 4 - LAND MANAGEMENT

- 4.1 The control and management of the Lands will continue to be the responsibility of MNS. Manitoba does not assume any control or management of the Lands through this Agreement.
- 4.2 MNS will continue to employ activities and adaptive management to conserve the integrity of the dynamic ecosystems on the Lands.

- 4.3 Aspen encroachment and brush invasion of grasslands are occurring in the parkland ecosystem due to the absence of natural processes such as fire. If MNS takes action to manage aspen and brush encroachment through a combination of herbicides, fire, mechanical and livestock treatments to maintain biological diversity on the Lands, it must obtain all necessary approvals, permits or licences required by law.
- 4.4 The invasion of noxious weeds, such as leafy spurge, occurs throughout Manitoba and requires intervention management. If MNS takes action to control noxious weeds through a combination of herbicides, fire, mechanical and livestock treatments to maintain biological diversity on the Lands, it must obtain all necessary approvals, permits or licences required by law.

SECTION 5 - ACTIVITY RESTRICTIONS

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

SECTION 6 - MONITORING

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

SECTION 7 - CHANGES TO LAND USE

- 7.1 MNS will keep a formal record of the status of activity restrictions of the Lands, as described in Section 5 of this Agreement, and provide a written report to Manitoba from time to time as required by Manitoba.
- 7.2 Any changes in land use activities or management that would contravene the activity restrictions outlined in Section 5 of this Agreement, will be reported to Manitoba. Schedule "A" will be amended to exclude those lands and these areas will no longer contribute to Manitoba's Network of Protected Areas as of the date of the amendment. When appropriate, signage may also be removed as determined by Manitoba.

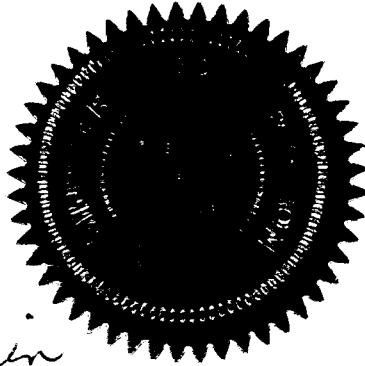
SECTION 8- MODIFICATION OF MNS LAND HOLDINGS

- 8.1 If MNS acquires additional lands that meet the activity restrictions outlined in Section 5 of this Agreement, these lands may be included under the provisions of this Agreement. Schedule "A" would be amended as appropriate, to include these lands and these lands would then contribute to Manitoba's Network of Protected Areas as of the date of the amendment.
- 8.2 If MNS sells or otherwise disposes of land identified in Schedule "A", Manitoba shall be notified within 30 days of the disposition. Schedule "A" would be amended to exclude these lands. These lands would no longer contribute to Manitoba's Network of Protected Areas as of the date of the amendment.

SECTION 9 - GENERAL PROVISIONS

- 9.1 The parties are responsible for all expenses of their respective representatives that may be incurred in carrying out this Agreement.
- 9.2 Any amendments to this Agreement require the agreement in writing of all signatory parties.
- 9.3 All provisions of this Agreement shall be severable and should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
- 9.4 Any communication under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile transmission as follows:
- | | |
|--|---|
| Manitoba Conservation
Box 53 200 Saulteaux Crescent
Winnipeg, MB R3J 3W3 | Manitoba Naturalists Society
401-63 Albert Street,
Winnipeg, MB R3B 1G4 |
| Fax: 945-0012 | Fax: 943-9029 |
- 9.5 Manitoba or MNS may change the address and other information set out in subsection 9.4 of this Agreement by giving notice in writing to the other parties.

IN WITNESS WHEREOF this Agreement has been signed and delivered under seal by the Minister of Conservation, or his duly authorized representative, on behalf of Manitoba, and by the President, on behalf of the Manitoba Naturalists Society, as of the date first written above.



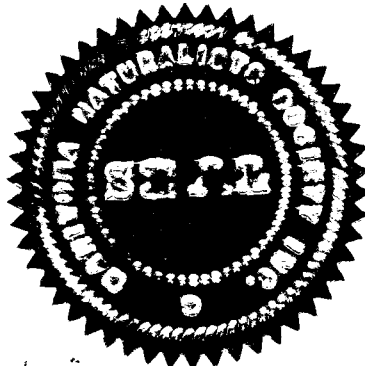
HER MAJESTY THE QUEEN
IN RIGHT OF MANITOBA

As Represented by the
Minister of Conservation

Y. Beaubien
Witness

Stan Struthers
Honourable Stan Struthers
Minister of Conservation

Date: August 13, 2005



MANITOBA NATURALISTS SOCIETY

Y. Beaubien
Witness

Les McCann
Les McCann
Secretary

Date: August 13, 2005

SCHEDULE "A"

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

MNS Lands that contribute to Manitoba's Network of Protected Areas			
Property	Area (ha)	Area (acre)	Mineral Rights
E1/2NW 14-02-06 E	32	80	Withdrawn by Regulation
SW 32-01-06 E	65	160	Withdrawn by Regulation
SE 32-01-06 E	65	160	Manitoba Naturalists Society Owned
E1/2SE 02-03-06 E	32	80	Withdrawn by Regulation
W1/2SE 02-03-06 E	32	80	Manitoba Naturalists Society Owned
E1/2NE 35-02-06 E	32	80	Manitoba Naturalists Society Owned
W1/2NW 36-02-06 E	32	80	Withdrawn by Regulation
SE 35-02-06 E	65	160	Manitoba Naturalists Society