

CONSERVATION AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____

BETWEEN:

(an eligible conservation agency under *The Conservation Agreements Act*,
called the "Holder"),

- and -

(the "Grantor")

WHEREAS:

- A. *The Conservation Agreements Act* allows landowners and conservation organizations to enter into agreements for the purposes of
- (a) the protection and enhancement of natural ecosystems or their components,
 - (b) the protection and enhancement of wildlife or fisheries habitat, or
 - (c) the protection and enhancement of plant or animal species.
- B. The Grantor is the registered owner of the land described as ("the Parcel"):
(legal description, including Title Number)
may include more than one Parcel to be affected by a conservation interest
- C. The Holder is an eligible conservation agency under *The Conservation Agreements Act* and therefore is eligible to acquire and hold a conservation interest;

THEREFORE the Grantor and the Holder agree as follows:

SECTION 1 — Grant of Conservation Interest

- 1(1) The Grantor hereby grants to the Holder a conservation interest over the lands constituting part of the Parcel depicted on the map attached as Appendix "A" to this Agreement ("the conservation lands").
- 1(2) In consideration of the grant of the conservation interest under subsection 1(1), the Holder shall pay to the Grantor the price of
- (a) \$ _____ plus \$ _____ for GST; or
 - (b) \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Grantor; or
 - (c) _____
other financial arrangements such as time or staged payments
- 1(3) In the event that any payment under this Agreement is not made within 30 days of the date scheduled, the Grantor may terminate this Agreement in accordance with section 6.

SECTION 2 — Conservation Interest

- 2(1) For the purpose of protecting the conservation interest in the conservation lands, the Grantor shall not:
- (description of restrictions on the use of land for the protection of a conservation interest)*
- 2(2) The Holder may do the following on the conservation lands for conservation purposes:
- (description of optional terms giving the Holder rights on the conservation land relating to a conservation purpose)*

SECTION 3 — Registration of Conservation Interest

- 3(1) Subject to the terms of *The Conservation Agreements Act*, the conservation interest is an interest in land and runs with the land.
- 3(2) Subject to the terms of *The Conservation Agreements Act*, the Holder may give notice of this Conservation Agreement by filing a caveat against the title of the Parcel.
- 3(3) The Holder agrees to cause the caveat referred to in subsection 3(2) to be removed from the title of the Parcel forthwith upon the termination or expiration of the conservation interest.
- 3(4) The Holder shall assume all costs associated with
 - (a) filing the caveat with the Land Titles Office;
 - (b) removing the caveat when required;
 - (c) providing notice of intent to all persons to whom notice of intent is required to be provided under *The Conservation Agreements Act*.

SECTION 4 — Duration of Agreement

- 4 This Conservation Agreement comes into effect on _____ and
 - (a) shall expire on _____; *(or alternatively)*
 - (b) shall continue in force indefinitelyunless terminated under section 6.

SECTION 5 — Right of Access

- 5(1) The Grantor agrees to allow the Holder and persons authorized by the Holder to enter onto the conservation lands for the following purposes related to the conservation interest.

- 5(2) The Grantor also agrees to allow the Holder or persons authorized by the Holder a right of access to the Parcel for *(optional)*:

SECTION 6 — Termination of Agreement

- 6(1) The Holder may terminate this Agreement by providing (*time period*) notice in writing to the Grantor. (*optional*).
- 6(2) The Grantor may terminate this Agreement in writing if the Holder has failed to comply with any term or condition of this Agreement including any payments and has not remedied that failure to comply within ninety (90) days of receipt of notice in writing from the Grantor. (*optional*)
- 6(3) In accordance with subsection 9(3) of *The Conservation Agreements Act*, the Grantor may apply to the Court to terminate this Agreement for unreasonable hardship.

SECTION 7 — Conservation Interest Does Not Include Mines and Minerals

- 7 The conservation interest does not include any interests in mines and minerals unless:
 - (a) mines and minerals are owned by the Grantor; and
 - (b) the conservation interest described in section 2 expressly states that it includes the mines and minerals.

SECTION 8 — Other Terms and Conditions

- 8 (*Other optional terms and conditions may be included here*)

SECTION 9 — Not a Homestead

- 9 The Grantor warrants that the Parcel is not the Homestead of the Grantor, as "homestead" is defined in *The Homesteads Act*.

OR

The Grantor's spouse, or common-law partner as defined in *The Homesteads Act*, is consenting to the granting of the conservation interest in accordance with *The Homesteads Act*.

This Agreement has been executed by the Grantor and by the Holder on the dates noted below.

SIGNATURES

Holder(s)

(Name)

(Signature)

(Name)

(Signature)

(Witness as to signature of Holder(s))

(Date)

Grantor(s)

(Name)

(Signature)

(Name)

(Signature)

(Witness as to signature of Grantor(s))

(Date)

Homesteads Act consent and acknowledgment (where applicable)

I, _____, the spouse or common-law partner of the Grantor consent to the Grant of the conservation interest on the Parcel in accordance with this Agreement, and acknowledge that

1. I am the first spouse or common-law partner to acquire homestead rights in the property;

OR

A previous spouse or common-law partner of the Grantor acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*;

2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have a right to prevent this disposition of the homestead by withholding my consent;

3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition;

4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

Signature of spouse or common-law partner

(Date)

Signature of witness

A Commissioner for Oaths in and for the
Province of Manitoba
My Commission expires _____.

(or)

A Barrister and Solicitor in and for the
Province of Manitoba

Affidavit of Grantor under *The Homesteads Act*

I, _____, of the _____ of _____, in the Province of Manitoba,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the owner of land legally described as _____.

2. I am not married and I am not a common-law partner as defined in *The Homesteads Act*. (or)

The land described in paragraph 1 is not my homestead as defined in *The Homesteads Act*. (or)

The person who has consented to the disposition of the land under the Agreement dated _____, is my spouse or common-law partner and has homestead rights in that land.

SWORN before me at the _____)
of _____, in the Province of) _____
Manitoba, this _____ day of _____.)

A Commissioner for Oaths in and for
the Province of Manitoba
My Commission expires _____.

(or)

A Barrister and Solicitor in and for
the Province of Manitoba
