

# Environment Act Proposal

J.P. Wiebe Ltd.

11/20/2014

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**Executive Summary**

J.P. Wiebe Ltd. presently irrigate approximately 270 acres from the Jackson Lake reservoir. They would like to divert an additional 130 ac/ft of water from the Jackson Lake Reservoir to increase irrigation capabilities and produce an additional 130 acres of potatoes. The additional crop land that has been added to the project is good for irrigation and will allow J.P. Wiebe Ltd. to increase the number of years between potato crops in their rotation. The producer understands the risks associated with irrigation in this area and his cropping practices are designed to mitigate these risks. The proposed J.P. Wiebe Ltd. irrigation expansion is incorporating changes that will help remove potential impacts on the environment.

## **1.0 INTRODUCTION**

### **1.1 BACKGROUND**

J.P. Wiebe Ltd. would like to increase the amount of water they currently remove from the Jackson Lake Reservoir and increase the number of acres they presently irrigate. The purpose of this report is to obtain an Environmental Act License from Manitoba Conservation and Water Stewardship for J.P. Wiebe Ltd.

J.P. Wiebe Ltd. presently irrigate approximately 270 acres of potato's annually from the Jackson Lake Reservoir in the Rural Municipality of North Norfolk and would like to increase the number of annually irrigated acres to 400. Their current Water Rights licence allows for diversion of 270 acre feet per growing season and the present project is below the licensing threshold under the Environment Act. They would like to increase their removal to 400 acre feet per growing season.

In 2008 the towns of Austin and Macgregor ceased using the Squirrel Creek as a water source so that makes more water available which J.P. Wiebe Ltd. would like to use for irrigation purposes.

J.P. Wiebe Ltd. purchased the original works from J.A. McDonald in 2007. The original water rights license plan held by J.A McDonald can be seen in Appendices 2. For background information purposes the original license no. is 2001-052.

### **1.2 PREVIOUS WORK**

Permit to use Water for Irrigation Purposes License No.: 2012-040. See Appendices 1.

Province of Manitoba Crown Lands and Property Agency, Crown Land Permit No. GP 66161 for irrigation pump installation; Provincial Waterway Authorization 2014. See Appendices 2.

Proposed agreement No. R30015-2010 for the installation of a 203.2mm Irrigation Pipeline along, across and under a portion of PR352 in RM of North Norfolk. See Appendices 3.

Proposed agreement No. R30055-2011 for the installation of a 203.2mm Irrigation water line along, across and under a portion of PR No. 352 in the RM of North Norfolk. See Appendices 3.

Proposed agreement No. 30129-2013 for the installation of a 203.2mm Irrigation water line along a portion of PR No. 352 in the RM of North Norfolk. See Appendices 3.



## **2.0 PROJECT DESCRIPTION**

### **2.1 LAND OWNERSHIP AND LOCATION**

The irrigation project includes a total land base of approximately 1260 acres of which 900 are owned by J.P. Wiebe Ltd. and the remaining 360 acres are under a rental agreement. The legal land locations for the irrigation project are shown in Figure 1, Figure 2 and Table 1. J.P. Wiebe Ltd. have provided a copy of the deed's for the land in the project under their ownership which can be seen in Appendices 4. The land involved in this project is on existing cultivated land and is surrounded by other cultivated fields, pasture and hay land.

### **2.2 IRRIGATION EQUIPMENT**

The J.P. Wiebe Ltd. irrigation project will include replacing the existing diesel pump with a new electric pump and new delivery pipeline connecting to existing below ground pipeline. Permits and easements have been secured for the pipeline and can be seen in Appendices 3.

The location of the pumping station is to be moved from its previous location on the SW side of Jackson Lake to the SE side as seen in Figure 3. The relocating of the pump and subsequent replacement with an electric unit will great reduce opportunity for environmental incident.

The supply pipeline for the irrigation system is in place and location of the supply line can be seen in Figure 3. All necessary easements have been secured from Manitoba Infrastructure and Transportation and the Rural Municipality of North Norfolk. Copies of these agreements can be found in Appendices 4.

J.P. Wiebe Ltd. has recently purchased a variable rate irrigation system that will use spatial variations in soil texture from Soil Electrical Conductivity Maps to apply water.

The pumping system for this project is a product of Ames Manufacturing Inc. It is a system that floats, requires no priming and is computer aided. J.P. Wiebe Ltd. have also purchased the optional self-cleaning intake screen that is purported to be friendlier to aquatic life.

### **2.3 WATER REQUIREMENTS**

J.P. Wiebe Ltd. Potato operation has an average annual water deficit of 300 mm (12.5 inches). Even though the soil type and physical environment is highly suitable for growing potatoes without irrigation the yields would be drastically reduced. A Water Rights application to increase water removal from Jackson Lake has been submitted to Manitoba Conservation and Water Stewardship.

### **2.4 WATER SOURCE**

The water source for the Jackson Lake Reservoir is runoff from snow melt and water from Squirrel Creek. The water level is maintained by a control gate at the eastern end of the reservoir and is managed by Manitoba Infrastructure and Transportation.

### **2.5 IRRIGATION SYSTEM OWNERSHIP/MANAGEMENT**

J.P. Wiebe Ltd. (Sheldon and Jennifer Wiebe) retain ownership of the land and on-farm irrigation systems. The system is managed on a 24 hour basis through an online system called Field Net. Several staff members are qualified to monitor and manage the system and communicate wirelessly with the controllers.

### **3.0 BIO-PHYSICAL ENVIRONMENT**

#### **3.1 REGIONAL SETTING AND LOCAL GEOGRAPHY**

The project area is located in the Aspen Parkland Ecoregion and lies within the eastern section of the Shilo Eco-district in South Central Manitoba, approximately 4 miles south of the village of Sidney in the Rural Municipality of North Norfolk. The Eco-district has an average yearly temperature of 2.4 degrees C, a mean annual precipitation of 480 mm and approximately 1700 growing degree days. It lies atop the Outwash Delta of the Glacial Assiniboine River. The Delta contains a wide range of unconfined sand and gravel deposits. The topography varies from almost flat to rolling hills with some deep valleys associated with the Assiniboine River and other streams. The project lies entirely within the Squirrel Creek Watershed (Figure 4) with the main topographical features being Squirrel Creek and the Jackson Lake Reservoir.

#### **3.2 AREA PLANT LIFE AND WILDLIFE**

This part of J.P. Wiebe Ltd. farmland is located in an area that before settlement and the subsequent breaking of the land was very diverse in plant and wildlife. Some of this diversity can still be found in the snippets of native pasture and outcrops of bush. None of the species listed below are in any danger from this project or are they found on any of the land that is being farmed. Below is the historical account of an amateur naturalist from the MacGregor area. The species list is large but without out a doubt you could encounter many of them in the non-cultivated land in this area.

Among the hills, along road right of ways and on field margins may be found Oak, Elm, Ash, Birch, Spruce and Fir trees, with undergrowth of shrubs, Hazelnut, Saskatoons, Choke and Pin-Cherry, Nanny-Berry, Wild Plum, Hawthorne and Dogwood.

The flowers will be a few yellow, white and blue Violets; the rare Crowfoot, Shin-leaf, Twin Flower, Solomon's Seal, True and False, and many others. On the open spaces of the hilly region may be found Sumac, Spirea, Roses, Honeysuckle (bush), Sandcherry, Juniper, and Bear-berry, Cactus, Crocus Anemones, Three Flowered Avens, Wall Flowers, Wild Onions, Prairie Clover and many drought resisting grasses.

In the moister conditions at the foot of the hills may be found Basswood, Mountain Maples, Box Elders, Poplars (Trembling Aspen and Black Poplar), Cranberry, Saskatoons, Red and Black Currants, Gooseberries, Raspberries, Dewberries and Strawberries. Numerous vines such as Honeysuckle, Bryony, Morning Glory, and Hops grow in profusion while an occasional Bitter Sweet and Wild Grape plant may be found. Marsh Marigolds, Trilliums, Coltsfoot, Buttercups, Violets, Gentians (closed and fringed), showy Lady's Slippers, Pitcher Plant, Cow and Arrowhead Lilies, Ferns, Mosses and many creeping plants thrive where the water has not been drained.



Mints and Joe Pye weed abound in moist areas and rarely the Monkey flower. The Willow Herb (Fire Weed) spreads quickly over fire scorched areas.

In the few uncultivated parts of the farming area there are Butter Cups, Daisies, Gaillardias, Roses, Harebells, Lilies, Wood Anemones, Penstemmon, Blazing and Shooting Stars, also Yellow and Blue Eyed Grass, Wild Bergamot, Colden Rod, Asters, Bedstraw, Yellow. Lady's Slippers, Sunflowers, Brown-eyed Susans, Puccoons, Columbine, Indian Pipes and very rarely Orchids such as White Bog, Green Flowered and round leafed Orchis. Milkweeds are common including Ground Plum. The Sweet Broom can also be found, especially along railroads.

Wildlife though-out the area consists of Deer, White-tailed and Mule, Moose and Elk. Black Bear, Coyotes, Lynx, Bobcats, Fox, Martens, Mink, Beaver, Muskrats, Badgers, Raccoons, Squirrels (Black and Red) , Gophers, (Striped, Pocket and BushyTailed), Chipmunks, Woodchucks, Rabbits (Bush and Jack), Mice including the Kangaroo, Shrews, Moles and Skunks.

The only reptiles are Turtles, Lizzards, Frogs, Toads and Snakes, none of which are poisonous. The bird family is well represented as many migratory birds nest in this area including Herons, Bitterns, Geese, Ducks, Grebes, Loons, Snipes, Sandpipers, Killdeers, Meadow Larks, Thrushes, Blue Birds, Blue Jays, Woodpeckers, Owls, Hawks, Sandhill Cranes and the occasional Eagle. Orioles, Gold Finch, Warblers, Cuckoo (Yellow Billed), Mouming Doves, Crows, Ravens, Grackles, Wax-wings, Humming Birds, Swallows, Sparrows, Nut Hatches, Whip-poor-wills, Cat Birds, Chickadees, Juncos, Gulls and others. – *Trails Old and New; Public Press Ltd.; Co-author-Florence Kitson; Edited by Rupert Leslie Taylor.*

An e-mail was sent to The Manitoba Conservation Data Centre requesting that a database search be carried out for Endangered Species occurrence in the project area. It has been verified that no Endangered or threatened species were found within the project area however some were found to be nearby. The report can be found in Appendices 5 Table 2.

Jackson Lake is a naturally occurring freshwater lake which is fed by Squirrel Creek. In 1968 Squirrel Creek was dammed to create the present day reservoir. Jackson Lake has a fish stocking history that dates back to 1954. The most recent stocking was in 2012 when 200 Northern Pike were added. The lake is considered to be useable fish habitat year round. *Manitoba Water Stewardship – Fisheries Branch – Fisheries Inventory and Habitat Classification System Report. Laureen Janusz - personal communication via email – April 2014.*

A request was made to the Fisheries Branch of Manitoba Water Stewardship for an inventory of Fish species within the Lake. Johnny Darter, Northern Pike and Yellow Perch have been known to inhabit the lake with the most recent stocking to have occurred in 2012 with the addition of 200 Northern Pike. Please see Appendices 6 for email communication and FIHCS report.

### 3.3 GEOLOGY

The sand and gravel units that form the Assiniboine Delta Aquifer are generally thinner in the west. Through the north central and north east parts the sand beds are generally thicker. The grain size varies from coarse gravel to medium sand with a mean grain diameter of 0.020 inches along the western portion of the aquifer to very fine sand with a mean grain diameter of 0.005 inches along the eastern boundary. – *F.W. Render*

### 3.4 HYDROGEOLOGY

The Assiniboine Delta Aquifer consists of the saturated portion of the sand gravel, top set beds of the delta structure. The aquifer is almost totally unconfined. The thickness ranges from a few feet along the extremities of the delta to 100 feet in the central part of it. The silt and silty clay bottom set beds and glacial till in the west form essentially an impermeable base for the aquifer. Groundwater levels vary from ground surface in areas adjacent to streams to over 70 feet from ground level under some of the higher sand dunes and hills between deep erosion scars. - *F.W. Render.*

## 4.0 AGRONOMIC PRACTICES

### 4.1 SOIL MANAGEMENT AND CROP ROTATION

John P. Wiebe and Sons Ltd use a Full Service Agriculture Consulting Company to assist with their farming operation. They receive advice and recommendations on all aspects of their potato operation and each field is intensely managed on an almost daily basis. They follow a three year rotation that consists of Potato – Hard Red Winter Wheat or Fall Rye – Canola. A minimum amount of tillage is carried out at all times as they use conservation tillage equipment to minimize soil erosion by keeping crop residue on the surface.

### 4.2 SOIL TYPES AND SOIL FERTILITY

The soil types found within the project area are as follows: Dobbin, Halstead, Stockton, Ramada, Lavenham, Firdale, Xavier and Shilox. All are moderately well to well drained, non-saline soils developed on deep uniform, sandy loamy, lacustrine deposits except for the Shilox soil type. The Shilox series is a moderately well to excessively drained type and is typically occurs on mid to upper slopes and is frequently associated with dune topography - Canada-Manitoba Soil Survey. These soil types are well suited for irrigated potato production. Figure 5A-D show the spatial distribution of the different soil types found in the project area.

Nutrients are managed with a zone management system based on spatial variability within the soil across the field. Each field has been mapped using instruments to determine the electrical conductivity of the soil and then the data is processed to provide up to 7 management zones depending on the amount of variability. The zones are then soil sampled individually with samples collected from the 0-6 inch depth and 6-24 inch depth. A full spectrum soil analysis is completed using an accredited laboratory and fertility recommendations are made from the results with the prescription designed specifically for each zone within each field.

Potatoes grow best and provide the best payback if they are grown under a balanced fertility program. Of the total amount of nutrients required by the crop for the growing season no more than 60 percent is applied at the time of planting. This amount will vary from year to year depending on the amount of carry-over from the previous years' crop. The remaining amount of nutrients are applied as required on a weekly basis with the irrigation water (fertilization). Typically fertilization begins around July 1<sup>st</sup> depending on the growth stage of the crop. The



nutrient use of the crop is monitored with weekly tissue testing and soil testing with a prescription made from the test results.

#### **4.3 CROP PROTECTION**

Pesticide use is determined by frequent in-field monitoring by crop scouts. All pesticides are used as specified according to the label. Weather conditions are constantly monitored to ensure that conditions at the time of application do not cause any environmental contamination. The equipment operators are trained in safe handling of the product, application equipment maintenance and calibration. J.P. Wiebe Ltd. maintain record of pesticide application location, timing and rates.

#### **4.4 IRRIGATION MANAGEMENT AND SCHEDULING**

Irrigation management and scheduling is handled by J.P. Wiebe Ltd. staff and their consultant. Soil moisture is monitored very frequently and the irrigation systems are cycled according to moisture used by the crop and current weather conditions. Reservoir tillage such as dammer diking is used to conserve water and prevent erosion during rain events.

J.P. Wiebe Ltd. are planning to use recent developments in irrigation technology to aid in water conservation for the 2014 growing season. The company has purchased a variable rate irrigation system that will use spatial variations in soil texture from Soil Electrical Conductivity Maps to apply water.

### **5.0 ENVIRONMENTAL AND HUMAN IMPACTS**

**5.1** There is potential for environmental impact within the project area. It is conceivable that lowering water levels in Jackson Lake below a habitat threshold would harm the fishery. It is not the intention of the proponent to do so and the amount of removal could be controlled by licensing and monitoring through irrigation water application records.

**5.2** Wildlife and forestry resources will not be impacted as the project is located entirely on cultivated land. The pumping system for this project will be electric which eliminates the possibility of fuel or oil spills and subsequent water and soil contamination. Also no fuel storage will be required for this project.

**5.3** A small rustic campsite is located on the opposite side of the lake and at the opposite end from the pump site. Campers should notice very little if any noise at all from the pumps as they are entirely electric.

**5.4** The closest First Nation Community is located at MacGregor, approximately 30 km to the east and will not be impacted by this project.

**5.5** Camp Hughes Military Training Site is the closest historical site located approximately 50 km to the west so it will not be impacted by this project.

**5.6** This type of project, just by its nature alone, is not expected to release any type of pollutant.

**5.7** Human health and safety is always a concern in any agricultural operation so the mechanical components of this project will be barricaded and locked so as to prevent any injury to trespassers.

**5.8** The irrigation project lies entirely within an Agricultural area. In this area the land is either cultivated or seeded to perennial forage and pasture for livestock production.

## 6.0 MITIGATION OF ENVIRONMENTAL IMPACTS

J.P. Wiebe Ltd. already practice good soil and water stewardship with the following farming techniques to mitigate any possible environmental impacts:

### **Soil Stewardship and Mitigation Measures:**

- Avoiding planting in areas of excessive slope.
- Reservoir tillage to reduce water erosion.
- Leaving crop residue on the soil surface.
- Using Vertical Tillage in non-potato crop years.
- Planting cover crops such as winter wheat and fall rye.

### **Water Stewardship and Mitigation Measures:**

- Using electric driven pumps instead of Diesel driven pumps.
- Using Variable Rate Irrigation to conserve water.
- Frequent monitoring of the fields for moisture.
- Detailed irrigation scheduling.
- Applying nutrients using Fertigation to minimize leaching.

During the planning and design of this project J.P. Wiebe Ltd. were aware of the potential and real human and environmental risk involved in this project. Several risk avoidance measures have been incorporated into the project design to eliminate any residual environmental effects. Measures undertaken are as follows:

1. Replacing Diesel Driven Pumps with Electric pumps eliminates the risk of fuel and oil spills.
2. Electric pumps eliminate noise pollution.
3. Power lines will be buried to avoid trees and be less intrusive on the landscape.
4. All irrigation supply lines will be underground to avoid any safety hazards.
5. Move the pump site to an area that is much less prone to flooding for easier access and reduce environmental disturbance.
6. Install screens on pump intake that are friendlier to resident aquatic life.
7. Acquire proper licenses, easements and permissions from Municipal and Provincial governments.
8. Provided information and discussed the project with local landowners and neighbors within the project area to address any concerns and obtain any easements or permissions.

## 7.0 MONITORING AND REPORTING

J.P. Wiebe Ltd. uses the cloud based monitoring system, Field Net, for all of their irrigation pivots in use on the farm. Each pivot can be monitored for operational status, flow rates, volume applied, start-up, shut-down, fertigation and provide alerts to a cell phone. Numerous reports are available at any time.

Pesticide records are kept in the software package Ag Expert and fertility records are kept in GIS software by the farm consultant.

## 8.0 CONCLUSION

It is a well-known fact that water from the Assiniboine Delta Aquifer has been used for Potato Production since the 1960's. The Carberry area farmers were among the first to find out that all the elements necessary for growing potatoes existed on their own farms. They found that even during drought years they could still harvest a crop and maintain a livelihood for their families.

J.P. Wiebe Ltd. is one of these farm families that make their living by growing potatoes irrigated with water from the Assiniboine Delta Aquifer. They produce a superior quality product that is much in demand by the local processing companies. Overtime John P. Weibe and Sons Ltd. have changed their farming practices to be as efficient as possible with the resources available to them. As better technology becomes available and more cost effective John P. Weibe and Sons Ltd. plan on adopting it.

As indicated earlier in this proposal the resource conservation practices John P. Weibe and Sons Ltd. employ are: 1) Vertical Tillage, 2) Dammer Dyking, 3) Fertigation, 4) EC Mapping, 5) Use of Crop consultants, 6) Wireless Command and Control, 7) Variable Rate Irrigation (new this year), 8) Electric Pumps (new this year), 9) Intensive Irrigation System Monitoring.

With all of the management and conservation practices in place it is anticipated that this project will not affect the local environment or have an adverse effect on the water resource of the Jackson Lake Reservoir.



## References

Central Assiniboine and Lower Souris River Watershed - Groundwater Resource Information

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Ecoregions, and Ecodistricts of Manitoba - An Ecological Stratification of Manitoba's Natural Landscapes  
- *Research Branch Technical Bulletin 1998-9E; Land Resource Unit - Brandon Research Centre, Research  
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## **Appendices 1**

**Licence to Use Water for  
Irrigation  
Purposes**



Issued in accordance with the provisions of  
**The Water Rights Act** and regulations made thereunder.

Licence No.: **2012-040**  
(Original Lic. No.: 2001-052)  
U.T.M.: Zone 14 496768 E  
5522894 N

Know all men by these presents that in consideration of and subject to the provisos, conditions and restrictions hereinafter contained, the Minister of Conservation and Water Stewardship for the Province of Manitoba does by these presents give full right and liberty, leave and licence to **John P. Wiebe and Sons Ltd.** of the **Rural Municipality of North Norfolk** in the Province of Manitoba (hereinafter called "the LICENSEE") to divert water from the **Jackson Lake** for **irrigation** purposes by means of a pumping installation, pipeline(s) and any other appurtenances (hereinafter called "the WORKS"), located on the following described lands:

**the Southwest Quarter of Section 28, in Township 10 and Range 12 West of the Principal Meridian in Manitoba,**

and more particularly shown on a plan filed in the office of Manitoba Conservation and Water Stewardship a copy of which plan is hereto attached and marked Exhibit "A" for **irrigation** purposes on the following described lands:

**Section 15, in Township 10 and Range 12 West of the Principal Meridian in Manitoba and the Northwest Quarter of Section 11, in Township 10 and Range 12 West of the Principal Meridian in Manitoba,**

This licence is issued upon the express condition that it shall be subject to the provisions of The Water Rights Act and Regulations and all amendments thereto and, without limiting the generality of the aforesaid, to the following terms and conditions, namely:

1. The water shall be used solely for **irrigation** purposes.
2. The WORKS shall be operated in accordance with the terms herein contained.
3. a) The rate at which water may be diverted pursuant hereto shall not exceed **0.044 cubic metres per second (1.6 cubic feet per second)**  
b) The maximum area of land to be irrigated in any one year shall not exceed 109.3 hectares (270 acres).  
c) The maximum water quantity to be diverted in any one year shall not exceed **333.04 cubic decametres (270.00 acre feet)** [based on application of 12 inches of water for irrigation of 270 acres of potato crop during drought conditions].  
d) The average yearly allocation for the irrigated lands shall be 266.5 cubic decametres (216 acre feet) [based on an average annual application rate of 0.8 feet of water over 270 acres of potato crop].
4. Upon notification to the LICENSEE by the Minister or Minister's agents, the LICENSEE shall not divert water from the **Jackson Lake** during any period when the lake level at the pumping WORKS, is at or below a specified elevation.
5. The LICENSEE does hereby remise, release and forever discharge Her Majesty the Queen in Right of the Province of Manitoba, of and from all manner of action, causes of action, claims and demands whatsoever which against Her Majesty the LICENSEE ever had, now has or may hereafter have, resulting from the use of water for **irrigation** purposes.
6. In the event that the rights of others are infringed upon and/or damage to the property of others is sustained as a result of the operation or maintenance of the WORKS and the rights herein granted, the LICENSEE shall be solely responsible and shall save harmless and fully indemnify Her Majesty the Queen in Right of the Province of Manitoba, from and against any liability to which Her Majesty may become liable by virtue of the issue of this Licence and anything done pursuant hereto.
7. This Licence is not assignable or transferable by the LICENSEE and when no longer required by the LICENSEE this Licence shall be returned to Manitoba Conservation and Water Stewardship, for cancellation on behalf of the Minister.
8. Upon the execution of this Licence the LICENSEE hereby grants the Minister or the Minister's agents the right of ingress and egress to and from the lands on which the WORKS are located for the purpose of inspection of the WORKS and the LICENSEE shall at all times comply with such directions and/or orders that may be given by the Minister or the Minister's agents in writing from time to time with regard to the operation and maintenance of the WORKS.
9. This Licence may be amended, suspended or cancelled by the Minister in accordance with The Water Rights Act by letter addressed to the LICENSEE at **Box 459, McGregor, MB, R0H 0R0, Canada** and thereafter this Licence shall be determined to be at an end.
10. Notwithstanding anything preceding in this Licence, the LICENSEE must have legal control, by ownership or by rental, lease, or other agreement, of the lands on which the WORKS shall be placed and the water shall be used.

11. The term of this Licence shall be **ten (10) years** and this Licence shall become effective only on the date of execution hereof by a person so authorized in Manitoba Conservation and Water Stewardship. The LICENSEE may apply for renewal of this Licence not more than 365 days and not less than 90 days prior to the expiry date.
12. This Licence expires automatically upon the loss of the legal control of any of the lands on which the WORKS are located or on which water is used, unless the Licence is transferred or amended by the Minister upon application for Licence transfer or amendment.
13. The LICENSEE shall keep records of daily and annual water use and shall provide a copy of such records to Manitoba Conservation and Water Stewardship not later than February 1st of the following year.
14. The LICENSEE shall install and maintain, on the pumping WORKS, a water measuring device acceptable to Manitoba Conservation and Water Stewardship, that will accurately measure the instantaneous water flow and the accumulated annual volume of water diverted from the water source.
15. The LICENSEE shall hold and maintain all other regulatory approvals that may be required and shall comply with all other regulatory requirements for the construction, operation, or maintenance of the WORKS or to divert or use water as provided by this Licence.

In witness whereof I the undersigned hereby agree to accept the aforesaid Licence on the terms and conditions set forth therein and hereby set my hand and seal this 10<sup>TH</sup> day of SEPT A.D. 20 12.

SIGNED, SEALED AND DELIVERED

in the presence of

[Signature]  
Witness

} [Signature] (Seal)  
Licensee

Canada, PROVINCE OF MANITOBA To Wit:

I, Kerry Hannah of the town  
of MacGregor in the Province of Manitoba, MAKE OATH AND SAY:

1. That I was personally present and did see Sheldon Wiebe, the within named party, execute the within Instrument.
2. That I know the said Sheldon Wiebe and am satisfied that he/she is of the full age of eighteen years.
3. That the said Instrument was executed at the town of MacGregor aforesaid and that I am subscribing witness thereto.

SWORN BEFORE me at the TOWN OF MACGREGOR  
in the Province of Manitoba this 10<sup>TH</sup> day of SEPT. A.D. 20 12.

[Signature] } [Signature]  
A COMMISSIONER FOR OATHS in and for the Province of Manitoba Witness

My Commission expires POSTMASTER

Issued at the City of Winnipeg, in the Province of Manitoba, this 20<sup>th</sup> day of September A.D. 20 12

[Signature]  
The Honourable the Minister of Conservation and Water Stewardship





**LOCATION PLAN  
FOR  
JOHN P. WIEBE & SONS LTD.  
JACKSON LAKE  
SW-28-10-12 WPM**

**EXHIBIT "A"**

THIS PLAN IS AN INTEGRAL PART OF

LICENCE NO 2012-040

ISSUED UNDER THE WATER RIGHTS ACT

## **Appendices 2**

**PROVINCE OF MANITOBA  
CROWN LANDS AND PROPERTY AGENCY**

**SCHEDULE "A" TO CROWN LAND PERMIT NO. GP 66161 ("the Permit")**

ISSUED BY:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA**  
**represented herein by the Minister responsible for the Crown Lands and Property Agency**  
(**"Manitoba"**)

ISSUED TO:

**John P. Wiebe & Sons Ltd.**  
(the **"Permittee"**)

pursuant to *The Crown Lands Act* as amended from time to time.

**WHEREAS:**

- A) The Permittee has made an application to Manitoba for a Crown Land Permit for the Land (as described further in this Schedule); and
- B) Manitoba agrees to issue a Crown Land Permit to the Permittee, subject to the terms and conditions set out in this Schedule, which is Schedule "A" to the Permit, and the Standard Conditions attached to the Permit, for the land described as follows and as substantially similar to that set out on the map attached as Schedule A1:

Part SW 28-10-12 WPM on the shore of Jackson Lake

Area: 10' x 10'

(the **"Land"**)

**THE PERMIT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**1.00 TERM AND RIGHT TO USE AND OCCUPY THE LAND**

- 1.01 The Permit shall be effective from the date it is issued by Manitoba until December 31, 2012, subject to termination or extension under section 7.
- 1.02 Subject to the terms and conditions of the Permit, Manitoba grants to the Permittee the right to use and occupy the Land.

**2.00 PAYMENT OF FEES AND TAXES**

- 2.01 The Permittee shall pay to Manitoba rent equal to the annual fee prescribed from time to time by the Regulations under *The Crown Lands Act*, in accordance with such Regulations and the Permit, within 30 days of receipt of an invoice from Manitoba. The Permittee acknowledges that the current annual fee is \$210.00 plus GST per year.  
  
The annual fee is as prescribed by the Crown Lands Fees Regulation (M.R. 130/91), (d) for commercial lots that are used for purposes other than those referred to in clause (c)..(i) one acre or less...\$210., and, (ii) each additional acre or portion of an acre...\$10.
- 2.02 The Permittee acknowledges that an application for renewal and administration fee in relation to the Permit shall be paid by the Permittee, as prescribed by the Land Administration Fees Regulation (M.R. 216/89) and as amended from time to time.
- 2.03 Payments of the annual fee and the administration fees shall be made in accordance with the directions contained in the invoice from Manitoba.
- 2.04 Manitoba may establish a new annual fee rate where there is a change in one or more of the following factors in order to reflect these changes:
  - a) the appraised value of the Land as determined by Manitoba;
  - b) the appraised value of the buildings and improvements owned by Manitoba;
  - c) the policy of Manitoba as set out in an Act of the Legislature or a Regulation relating to the determination of annual fee; or
  - d) the use of the buildings, infrastructure or Land.
- 2.05 Manitoba shall give notice to the Permittee 30 days prior to the effective date of an increase in the annual fee.



- 2.06 The Permittee shall pay all taxes, rates, duties and assessments whatsoever, whether municipal or otherwise, now or hereafter charged on the Land or in respect of the Permittee's use and occupation thereof.
- 2.07 The Permittee shall pay interest to Manitoba on any arrears of annual fee or administration fees at rate equal to the rate fixed from time to time by the Minister of Finance of Manitoba under section 25(1) of *The Financial Administration Act*. Failing such rate being fixed, interest shall be payable thereon at a rate equal to the rate fixed from time to time by Manitoba.
- 2.08 The Permittee shall pay to Manitoba an amount equal to any and all goods and services taxes now or hereafter imposed on, or collectible by Manitoba with respect to any amounts payable by the Permittee to Manitoba hereunder, whether characterized as a goods and services tax, sales tax, value added tax or otherwise ("Sales Taxes"). The intention of the parties is that Manitoba shall be fully reimbursed by the Permittee with respect to any and all Sales Taxes payable or collectible by Manitoba now or in the future.
- 2.09 The Permittee is responsible for and shall pay any and all costs, charges, impositions and expenses related to the Land, including, without limitation, all water, sewer, gas, telephone, or electric power charges.
- 2.10 If the Permittee fails to pay any and all taxes or water, sewer, gas, telephone, or electric power charges as required, Manitoba may pay them or any of them and charge those payments to the Permittee who shall reimburse Manitoba forthwith and Manitoba may take the same steps for the recovery of those payments as it would be for the recovery of rent arrears.
- 2.11 The Permittee shall pay all amounts payable to Manitoba hereunder without any deduction or set-off whatsoever.

### **3.00 USE OF THE LAND**

- 3.01 The Permittee shall use the Land for an irrigation pump site and pipe and for no other purpose, including non-use, without prior permission in writing from Manitoba.
- 3.02 The Permittee agrees that the following structures and improvements on the Land are authorized under the Permit: irrigation pump and pipe.
- 3.03 Other than those developments and uses permitted under paragraphs 3.01 and 3.02 of this Schedule, the Permittee shall not construct, erect or alter any other buildings or structures on the Land or effect any change in use of the Land without prior permission in writing from Manitoba.
- 3.04 Manitoba has no obligation to survey or resurvey the Land, and the Permit shall create no such obligation on Manitoba to survey or resurvey the Land.
- 3.05 The Permittee agrees that removal or relocation of any existing Manitoba Hydro facilities shall be at his/her expense.
- 3.06 The Permit shall in no way limit Manitoba Hydro's or Manitoba's right to raise or lower the water levels on any body of water which may affect the Land and Manitoba Hydro or Manitoba shall not be held liable for changes in the water level. The Permit does not imply any guarantee of water levels at the Land.
- 3.07 The Permittee and its officers, directors, agents, invitees and employees, as applicable, shall be bound by the rules, regulations and guidelines made by Manitoba from time to time. All such rules, regulations and guidelines will be deemed to be incorporated into and form part of the Permit. Some form of advance public notice shall be provided for changes in these rules, regulations and guidelines.
- 3.08 The Permittee shall comply with all federal, provincial and municipal laws and regulations, and obtain all licences and permits necessary for the lawful use of the Land, which, without restricting the generality of the foregoing, includes obtaining a work permit from the local District Resource Officer before cutting any trees or commencing any work on the Land, including widening of the access road, obtaining a building permit from the Department of Labour before constructing any structures, as may be authorized by Manitoba, in accordance with the Manitoba Building Code and applicable Municipal By-laws and regulations. The Permittee shall provide Manitoba with a copy of work permits or building permits obtained at the request of Manitoba.
- 3.09 The Permittee understands and agrees that the issuance of this Permit in no way implies that either Manitoba or the local government authority shall provide any services.

- 3.10 The Permittee understands and agrees that access to the Land is on an "as is" basis with no improvement to access to be provided by Manitoba.
- 3.11 The Permittee agrees to obtain a water withdrawal license from the office of Manitoba Water Stewardship.

#### **4.00 MAINTENANCE OF LAND**

- 4.01 The Permittee agrees:
- a) to keep the Land, and all buildings and structures thereon, in a clean and sanitary condition free from inflammable materials, other than those contained in containers approved by the Canadian Standards Association;
  - b) to comply with all federal, provincial and municipal by-laws, Acts and regulations relating to the Permittee and/or the Land including, but not limited to, *The Crown Lands Act* and Regulations, *The Dangerous Goods Handling and Transportation Act* and Regulations and *The Environment Act* and Regulations, all as amended, replaced or substituted from time to time;
  - c) not to commit waste or damage the Land;
  - d) to keep the Land, and all buildings and structures thereon, in good and safe repair; and in a proper and neat condition and to repair in accordance with any notice from Manitoba;
  - e) to allow a person or persons on behalf of Manitoba to enter the Land, including all buildings and structures, at all reasonable times to examine the state of repair;
  - f) not to cut or remove any trees without prior written consent of Manitoba;
  - g) any shoreline development to be minimal on Crown land adjacent to lakes or rivers and limited only to facilities or uses approved in writing by Manitoba. Natural vegetation and features should have minimal disturbance, and a vegetative riparian zone should be maintained or encouraged.
- 4.02 The Permittee shall not release upon the Land or any part thereof any Pollutants (as defined in paragraph 4.05), but if Permittee does release any Pollutants, the Permittee shall:
- a) at his/her expense, immediately give Manitoba notice of the release; remove the Pollutants from the Land in a manner which conforms with all laws and regulations covering the handling, removal and management of the Pollutants and as may be directed or ordered by an Environment Officer or Director of the Environmental Approvals Branch, or such successor as appropriate, as soon as reasonably practicable; and
  - b) obtain from an independent Qualified Environmental Consultant, a report verifying the complete and proper removal thereof from the Land, if requested by Manitoba, otherwise the Permittee shall report as to the extent and nature of any failure to comply with this Section.
- 4.03 Any Pollutants noted in paragraph 4.02 shall not become the property of Manitoba notwithstanding any rule of the law to the contrary (save and except where such Pollutants are brought or created upon the Land by Manitoba or its servants, employees or agents, and provided such person is not the Permittee or an officer, director, agent or employee of the Permittee). At the option of Manitoba, any substance contaminated by such Pollutants shall become the property of the Permittee and at the Permittee's expense, the Permittee or, at Manitoba's option, Manitoba, shall remove the contaminated substance from the Land and make good any damage done in so doing.
- 4.04 The Permittee shall indemnify and save harmless Manitoba from all costs or expenses, liabilities, losses, claims, damages (including consequential damages, interest, penalties, fines or monetary sanctions), legal costs or fees on a solicitor and own client basis, and fees or expenses of professional consultants incurred by Manitoba by reason of Pollutants being present on the Land and resulting from the Permittee's use or occupation of the Land or the breach of any warranty or covenant of the Permittee in this Section.
- 4.05 In this Section, "Pollutants" means any product, solid, liquid, gas, smoke, odour, waste, radiation or organism, or any combination of these, that is foreign to or in excess of the natural constituents of the environment on the Land and that:
- a) has affected, is affecting or may affect the natural, physical, chemical or biological quality of the air, land and water; or
  - b) is, or is likely to be, injurious or damaging to the health or safety of a person(s), or injurious or damaging to property or to plant or animal life.

#### **5.00 NO ASSIGNMENT OF PERMIT WITHOUT CONSENT**

- 5.01 The Permittee shall not assign the Permit without the prior written consent of Manitoba, that consent not be unreasonably withheld. If the Permittee is a corporation, any change in ownership or control of the Permittee is deemed to be a proposed assignment.

- 5.02 Manitoba shall not unreasonably withhold consent to the assignment of the Permit for collateral (financing and security) purposes.
- 5.03 The Permittee shall submit an application on a form specified by Manitoba for approval to assign the Permit or any interest in the Permit.
- 5.04 Notwithstanding paragraphs 5.01 or 5.02, Manitoba may, in its sole discretion, refuse to assign the Permit if:
- a) the Permittee has not paid any and all outstanding rent and taxes in respect of the Land and improvements, or
  - b) the proposed assignee is not eligible to hold a Permit in accordance with then current laws, regulations and policies of Manitoba.
- 5.05 The Permittee shall not sublet or rent out the Land.
- 5.06 The Permit shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Permittee.

#### **6.00 RESPONSIBILITY AND INSURANCE**

- 6.01 Nothing contained in the Permit shall create any liability on the part of Manitoba or Manitoba Hydro for any damages caused or purported to be caused in respect to the Land by raising or lowering waters bordering upon or adjacent to the Land.
- 6.02 The Permittee shall use due care in the occupation of the Land to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 6.03 The Permittee shall be solely responsible for and indemnify and save harmless Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to:
- a) any injury to persons (including death), damage or loss to property caused by, or related to the occupation of the Land or the performance of the Permit or the breach of any term or condition of the Permit by the Permittee, any agent, invitee, officer, director or employee of the Permittee or any other person authorized by the Permittee to occupy the Land, and
  - b) any omission or wrongful or negligent act of the Permittee, any agent, invitee, officer, director or employee of the Permittee or of any other person authorized by the Permittee to occupy the Land;
- unless such claims, liabilities, and demands arise out of the acts or omissions of Manitoba, its officers, employees or agents, and provided such person is not the Permittee or an officer, director, agent or employee of the Permittee.
- 6.04 It is the responsibility of the Permittee to discuss his/her insurance requirements with his/her insurance adviser/broker and to arrange for his/her own insurance coverage(s). However, at a minimum, the Permittee shall purchase and maintain comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence or claim. Manitoba reserves the right to require the Permittee to purchase and maintain a different minimum amount of liability insurance as specified by Manitoba from time to time by providing at least 180 days notice in writing of the change in the minimum amount to the Permittee. Evidence of insurance in the form of a Certificate of Insurance shall be provided by the Permittee upon request.
- 6.05 Notwithstanding paragraph 6.03, the Permittee agrees that any buildings, including any buildings existing at the issuance of the Permit, on the Land shall be maintained entirely at the Permittee's own risk, and the Permittee agrees to assume full responsibility for any damage or injury to persons or property situated on the Land resulting from flooding, erosion, ice damage, or temporary or permanent loss of Land accessibility. The Permittee agrees not to institute any action or make any claim against Manitoba or any employee or agent of Manitoba, including Manitoba Hydro, in respect to any personal injury caused by or related to flooding, whether or not the damage was occasioned by flooding resulting from the regulation or control of the adjacent waterway by Manitoba or Manitoba Hydro.
- 6.06 Notwithstanding paragraph 6.03, the Permittee agrees to indemnify and save harmless Manitoba and all employees and agents of Manitoba, including Manitoba Hydro, from and against all claims, liabilities and demands in respect of any damage to property or injury to persons located on the Land, which has been caused by flooding, erosion, ice damage, or temporary or permanent loss to Land accessibility.

- 6.07 The Permittee agrees not to institute any action or make any claim against the local government authority with respect to damage to any building or personal property or any injury to persons located on the Land that may be caused by flooding, erosion, ice damage, or temporary or permanent loss of land accessibility, as described herein and the Permittee agrees to enter into a written Agreement with the local government authority if the local government authority deems it necessary.

## **7.00 TERMINATION AND EXTENSION**

- 7.01 The Permittee acknowledges that the Permit does not operate to prevent the sale or lease of the Land at any time during its term and is subject to the condition that Manitoba may give the Permittee notice of the cancellation thereof; and at the expiration of 30 days from the service of the notice, the Permit shall be cancelled.
- 7.02 Subject to 7.01 and provided that there has been no uncured default by the Permittee, including payment of rent, Manitoba may, in its discretion, automatically renew the Permit for a 1 year term on an annual basis and in accordance with then current laws, regulations or policies respecting rental rates and rental property of this type, unless otherwise notified by the Permittee.
- 7.03 Without restricting any other remedies available, Manitoba may, at its sole option, immediately terminate the Permit in writing if:
- a) the Permittee has failed to make any payment due hereunder, has misrepresented any fact on the application for the Crown Land Permit, or has failed to comply with any term or condition of the Permit and has not remedied that failure to comply within 30 days of receipt of notice in writing from Manitoba;
  - b) the Permittee makes an assignment for the benefit of creditors, becomes bankrupt or insolvent, takes the benefit of, or becomes subject to, any statutes that may be in force relating to bankrupt or insolvent debtors (the appointment of a receiver or receiver and manager of the assets of the Permittee being conclusive evidence of insolvency), or if any certificate or order is made or granted for the winding-up or dissolution of the Permittee, voluntarily or otherwise;
  - c) the Permittee suffers a lien under *The Builders' Lien Act* (Manitoba) or any similar or successor legislation registered against the Land or Manitoba's interest therein and does not contest the validity or the amount of the lien and do all things necessary to obtain and register a discharge forthwith after the lien has come to the notice of the Permittee.
- 7.04 Where the Permittee terminates the Permit under paragraph 7.02 or Manitoba terminates the Permit in accordance with paragraph 7.01 or 7.03, or upon the expiration of the term or any renewal term of the Permit:
- a) the Permittee shall deliver up possession of the Land to Manitoba and shall not remain in possession of the Land following the date of expiration or termination of the Permit; and
  - b) at the option of Manitoba:
    - (i) the Permittee and Manitoba may agree on the fair market value of the buildings or structures added to the Land by the Permittee and Manitoba may purchase such buildings or structures by paying to the Permittee that fair market value. If they fail to reach an agreement regarding the fair market value within 180 days of notice of termination being given by Manitoba, such value shall be determined by reference to the Land Value Appraisal Commission, or such other body as may hereafter be substituted therefor from time to time, or
    - (ii) the Permittee shall remove all buildings and structures added to the Land by the Permittee within six months of such expiry or termination, or such other term as agreed to by Manitoba, and where those buildings and structures are not removed within six months or the term agreed to by Manitoba, they shall become the property of Manitoba. At the end of such six months or term agreed to by Manitoba, any assets left on the property as at such date shall vest in Manitoba, and the Permittee shall be deemed to have released and quit-claimed any interest therein to and in favour of Manitoba. No compensation or payment whatsoever shall be payable therefor by Manitoba to the Permittee in such event.
- 7.05 Where Manitoba terminates the Permit in accordance with paragraph 7.01 in instances where the Permittee is entering into a purchase or lease Agreement in respect of the Land with Manitoba, all buildings and structures added to the Land by the Permittee shall be dealt with in accordance with the terms of that Agreement.
- 7.06 Where Manitoba terminates the Permit in accordance with paragraph 7.01 and 7.03 in instances where collateral assignments are recorded, it shall provide notice in writing of such termination to the holder of such collateral assignments (the "Security Holder"). The Security Holder:
- a) shall then be allowed a reasonable time frame of not less than 30 days as stipulated in the notice, to cure defaults of the Permittee, and upon doing so the Permit shall be deemed not to have terminated;

- b) shall not be obligated to go into possession; and
- c) shall be allowed to assign the Permittee's interest in the Permit to a third party purchaser, subject to the prior written consent of Manitoba being required, but which shall not be unreasonably withheld; provided that as a condition of any such assignment, such subsequent assignee shall execute such documentation as Manitoba considers reasonable to bind the assignee directly to Manitoba on the terms and conditions as contained in the Permit, and all defaults of the Permittee shall be cured and brought to good standing. In the event of such permitted assignment, the Permit shall be deemed not to have terminated.

#### **8.00 ENTIRE PERMIT**

- 8.01 The Permit, including this Schedule and any Standard Conditions attached to the Permit, constitutes the entire Permit. There are no undertakings, representations, warranties, covenants, guarantees, agreements or promises, express or implied, verbal or otherwise, other than those contained in the Permit.
- 8.02 No amendment or change to, or modification of, the Permit shall be valid unless it is in writing.

#### **9.00 APPLICABLE LAW**

- 9.01 The Permit shall be governed by, interpreted, performed and enforced in accordance with the laws of Manitoba.

#### **10.00 NOTICES**

- 10.01 Any notice or other communication to Manitoba under the Permit shall be in writing and shall be delivered or sent by mail, postage prepaid to: Lands Branch, Attention: Director, 308-25 Tupper St N, Portage la Prairie, MB R1N 3K1.
- 10.02 Any notice or other communication to the Permittee under the Permit shall be in writing and shall be delivered personally to the Permittee or an officer, director or employee of the Permittee or sent by mail, postage prepaid, to: Box 459, MacGregor MB R0H 0R0.
- 10.03 Any notice or communication sent by mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.
- 10.04 Either party may provide notice of change of address to the other in writing and thereafter all notices or communications shall be provided to the new address.
- 10.05 Any notice or other communication signed by any employee, officer or minister of Manitoba acting in that capacity shall be deemed for the purposes of the Permit to be a notice or other communication executed by Manitoba.
- 10.06 Notwithstanding paragraphs 10.02 and 10.03 any written notice to be served or given by Manitoba to the Permittee under the Permit shall be effectively given or served by posting the same in a conspicuous place on the Land.

#### **11.00 ADDITIONAL PROVISIONS**

- 11.01 Time shall be of the essence of the Permit.
- 11.02 If any provision of the Permit is illegal or invalid or unenforceable at law it shall be deemed to be severed from the Permit and the remaining provisions shall nevertheless continue to be in full force and effect.
- 11.03 No waiver of any default under the Permit shall be binding unless acknowledged in writing by Manitoba. Any condoning, excusing or overlooking by Manitoba of any default shall not operate as a waiver of Manitoba's rights hereunder in respect of any subsequent default.
- 11.04 All headings in this Schedule are inserted for convenience of reference only and will not affect the construction and interpretation of the Permit.
- 11.05 If this Permit is issued to two or more persons as Permittee, the liability of each to pay rent and taxes and to perform all other obligations hereunder shall be joint and several. If the Permittee is a corporation, each person acknowledging the terms of the Permit on behalf of the Permittee by so signing hereby agrees to guarantee to Manitoba the performance by the Permittee of all obligations of the Permittee hereunder, and each such person shall be jointly and severally liable with the Permittee as Permittee hereunder.

- 11.06 If the Permittee remains in possession of the Land after the termination of the Permit and Manitoba accepts rent, the tenancy, in the absence of written Agreement, will be from month to month only and shall be subject to all terms of the Permit, including rent, except that the tenancy shall be from month to month.
- 11.07 The Permittee shall not be entitled to file a caveat against title to the Land respecting the Permit under *The Real Property Act* (Manitoba) as it may be amended, replaced or substituted from time to time.
- 11.08 Sections 4 and 6 shall survive the termination or expiration of the Permit

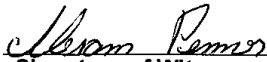
**THE PERMITTEE** or the Permittee's duly authorized representative, on the dates noted below, acknowledges that he/she has read and understands all the terms and conditions of the Permit and agrees to be bound by same.

**WITNESS**

SIGNED IN THE PRESENCE OF

Abe Penner

Print Name of Witness



Signature of Witness

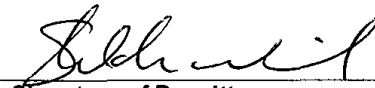
DATE: June 7, 2012

**PERMITTEE**

John P. Wiebe & Sons Ltd.

SHELDON WIEBE

Name of Permittee



Signature of Permittee

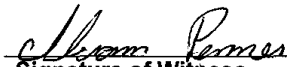
DATE: June 7, 2012

**WITNESS**

SIGNED IN THE PRESENCE OF

Abe Penner

Print Name of Witness



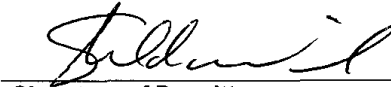
Signature of Witness

DATE: June 7, 2012

**PERMITTEE**

SHELDON WIEBE

Name of Permittee

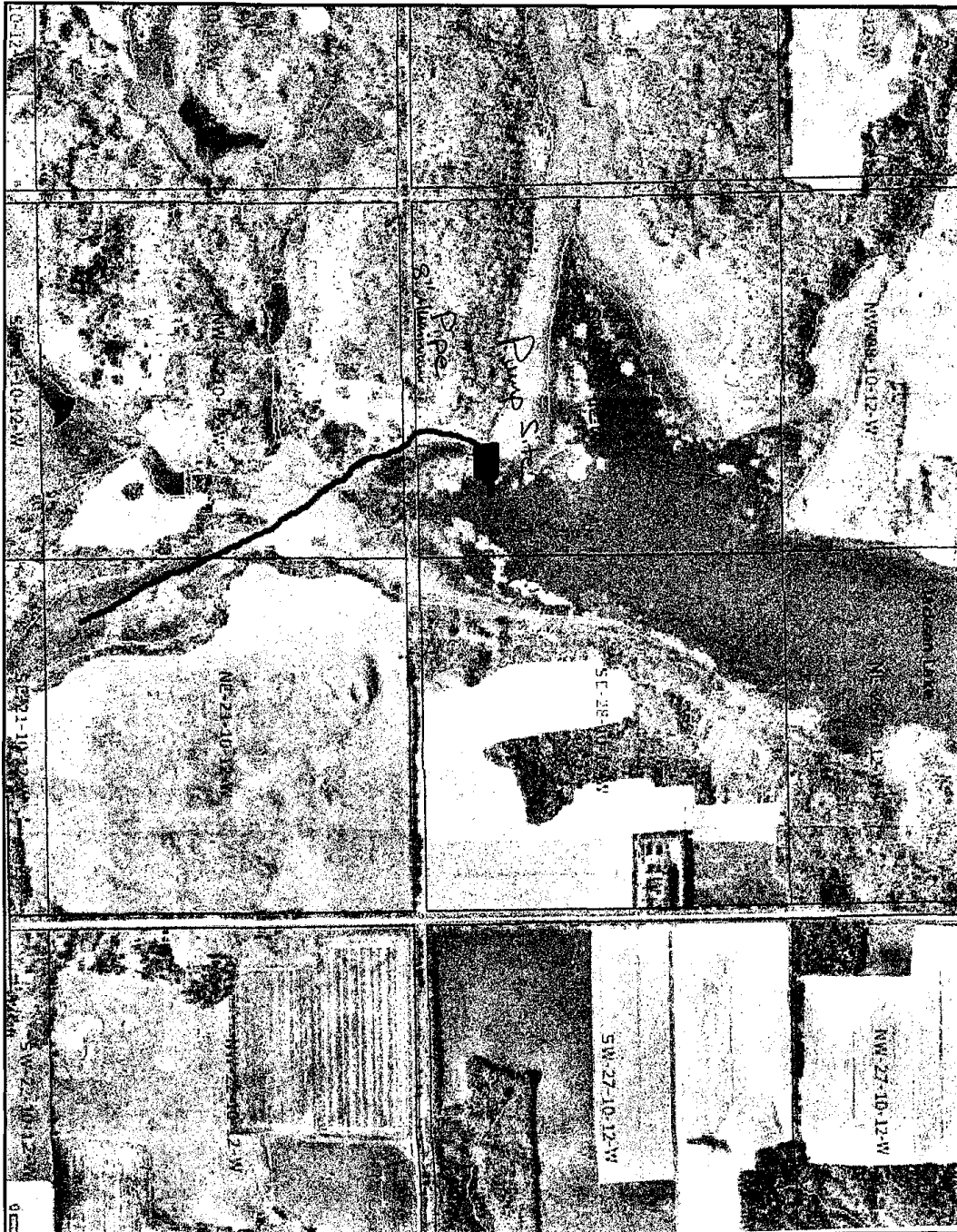


Signature of Permittee

DATE: June 7, 2012

**SCHEDULE A1**

Part SW 28-10-12 WPM on the shore of Jackson Lake  
Area: 10' x 10'







**CLPA**  
Crown Lands and Property Agency

308-25 Tupper Street North  
Portage la Prairie, MB R1N 3K1  
P. (204) 239-3510 F. (204) 239-3560  
Toll Free 1-866-210-9589

Writer's direct line – (204) 239-3807  
Email: [elizabeth.botterill@gov.mb.ca](mailto:elizabeth.botterill@gov.mb.ca)

June 15, 2012

John P. Wiebe & Sons Ltd.  
Attention: Sheldon Wiebe  
Box 459  
MacGregor MB R0H 0R0

Dear Mr. Wiebe:

**Re: Part SW 28-10-12 WPM on the shore of Jackson Lake  
Crown Land Permit No. GP 66161  
Irrigation Pump Site and Pipe**

This is to advise we have received the signed copy of the Schedule "A" and payment for the 2012 annual land rental as requested.

Enclosed please find your valid Crown land permit. Also enclosed is your copy of Schedule A to the Crown Land Permit.

In addition to payment of the rent, you may be responsible for the payment of taxes to the RM of North Norfolk.

Tax issues are to be dealt with directly with the taxing authority. Both taxes and rent must be kept current to constitute a valid permit. Failure to do so may result in cancellation of the permit. As well, it is imperative that all conditions of the Crown Land Permit are adhered to.

If you have any questions or require further information please contact me at the above-noted number.

Yours truly,

Elizabeth Botterill  
Land Administrator  
General Leases & Permits

/kal

cc: Lorne Misanchuk, Regional Land Manager (copy of signed Schedule A)  
RM of North Norfolk  
Lori Stevenson, Manitoba Conservation  
Asit Dey, Water Use Licensing Section

EFFECTIVE FROM 01-Jan-2013 TO 31-Dec-2013

Taxing Authority NORTH NORFOLK

REGION W

00115685 JOHN P. WIEBE &amp; SONS LTD.

OTHER CLIENTS

SHELDON WIEBE

BOX 459

MACGREGOR

R0H 0R0

MB

CD

Permit Number

GP 66161

Sys ID: 00066161

IS AUTHORIZED UNDER THE CROWN LAND ACT AND REGULATIONS THEREUNDER, SUBJECT TO CONDITIONS ON THE REVERSE SIDE, HEREUNDER OR ATTACHED, TO THE FOLLOWING DESCRIBED LAND FOR THE PURPOSE STATED BELOW.

## LEGAL DESCRIPTION OF LAND

SW 28-010-12 W

Block: Lot: Plan: 27982 PLTO WATER CONTROL WORKS PI

## DISPOSITION PARTICULARS

PART SW 28-10-12 WPM

SPECIFIC USE: PUMP FOR IRRIGATION PURPOSES

As shown on Sketch/Plan/map on file in the Crown Lands Office.

SPECIFIED USE: PUMPHOUSE

AUTHORIZED USE: To maintain and/or operate a(n):

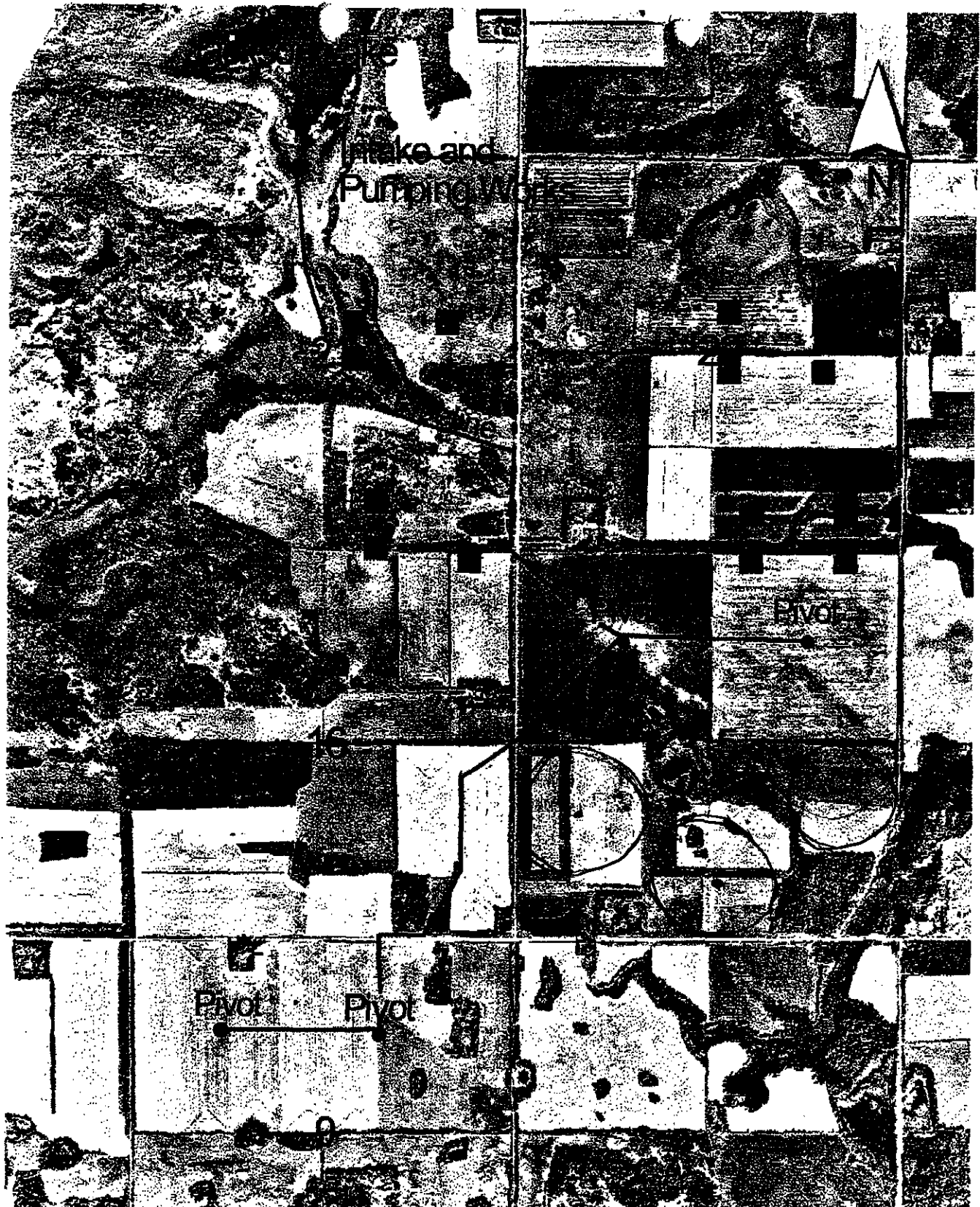
Commercial Lot - Other

Permit Renewal Fee

SPECIAL CONDITIONS: THIS PERMIT MUST BE POSTED ON BUILDING, READILY VISIBLE, FOR INSPECTION PURPOSES. ANNUAL RENTAL IS SET ACCORDING TO THE CROWN LANDS ACT. RENTAL FEES ARE REVIEWED ANNUALLY AND SUBJECT TO CHANGE.

SUBJECT TO THE CONDITIONS OUTLINED IN SCHEDULE 'A' ATTACHED TO THE CROWN LAND PERMIT.

Liz Bottrell  
239 3807



0.5 0 0.5 1 Kilometers

J. A. McDONALD  
IRRIGATION PROJECT  
TWP 10 - RGE 12W  
R. M. OF N. NORFOLK

EXHIBIT "A"

THIS PLAN IS AN INTEGRAL PART OF

LICENSE NO 2001-052

ISSUED UNDER THE WATER RIGHTS ACT



**Infrastructure and Transportation**

Water Management, Planning and Standards  
Box 19, 200 Saulteaux Crescent  
Winnipeg, Manitoba, CANADA R3J 3W3  
T 204-945-2121 F 204-945-7419  
Brad.allum@gov.mb.ca

June 25, 2014

Our File: 6.37.2

J.P. Wiebe  
Box 459  
MacGregor MB R0H 0R0

Dear Mr. Wiebe:

**RE: Irrigation Pumping Site in SE 28-10-12 WPM, Jackson Lake in the Rural  
Municipality of North Norfolk**

Attached is the required Authorization to install and operate a water supply pumping site in accordance with your application and location plan dated June 04, 2014.

As noted in Condition 9 of the Authorization, please contact Mr. Kevin Paramor, District Superintendent of the Neepawa District Office at 204-476-6268, prior to commencement of the project or to address any questions or concerns which you might have.

Sincerely,

Brad Allum  
Development Review Officer

C Kevin Paramor, District Superintendent





## PROVINCIAL WATERWAY AUTHORIZATION

**Proponent:** J.P. Wiebe

**Project Description:** Seasonal pumping installation from Jackson Lake – SE 28-10-12 WPM, Rural Municipality of North Norfolk

The applicant is hereby granted authorization for the purposes stated subject to the following terms and conditions:

1. The Province assumes no liability of any nature for any consequence of the granting of this authorization. The applicant agrees to assume all costs resulting from the works constructed pursuant to this authorization.
2. The applicant shall and does hereby indemnify and save harmless and defend the Province from and against all claims, actions, damages, liability and expenses, including any and all legal costs arising out of bodily injury (including death) or property damage suffered by third parties in any way attributable to or resulting from the construction of the works or the activities to be undertaken by the applicant including any act or omission of the applicant, its employees or agents.
3. The Province shall not be put to any additional expense as a consequence of the granting of this authorization.
4. The authorization for an activity may be cancelled by the minister giving the applicant 30 days written notice with no compensation for benefits lost or improvements made.
5. Where applicable the applicant shall place and maintain markers directly over the buried cable/pipeline at points shown on the attached "Guidelines for Field Markers for Buried Cable/Pipeline Crossings under Drain/Dikes" diagram, or as directed.
6. A valid Water Rights Licence to withdraw water from Jackson Lake at the location indicated on this Authorization is mandatory. If a Water Rights Licence for this location is revoked, or not renewed, this Authorization is cancelled.
7. The applicant is responsible to maintain the working area at this location in a well graded, vegetated state and address all maintenance, erosion and environmental concerns presented to the Applicant, to a condition approved by Water Control Operations – Neepawa office.
8. The applicant is responsible for acquiring all required approvals for all work and installations. Excavation is not allowed without the approval of Water Control Operations – Neepawa office.
9. Mr. Kevin Paramor, District Superintendent, must be contacted at the Neepawa District Office 204-476-6268, 2-3 days prior to commencement of the project.
10. This Authorization applies only to Section 14(4) of *The Manitoba Water Resources Administration Act* W70. It does not include any other approvals as may be required.

The breach of any of the above terms or conditions by the applicant shall result in this authorization being immediately cancelled by the minister.

  
Executive Director, Hydrologic Forecasting & Water Management  
for the Minister of Manitoba Infrastructure & Transportation,  
being the minister under The Water Resources Administration Act.

  
Date Issued







**APPLICATION FOR AUTHORIZATION  
UNDER SECTION 14(4) OF THE  
MANITOBA WATER RESOURCES ADMINISTRATION ACT W70**

14(4) No person shall place any material on, remove any material from or construct, carry out, reconstruct, establish, or place, any works or structures on, over, or across, a provincial waterway, except as may be authorized in writing by the minister and subject to such terms and conditions as the minister may prescribe.

Applicant Name: J. D. WIEBE LTD

Address: Box 459

MacGregor MB R0H 0R0

Telephone: 204 856-3379

Signature: [Signature] Date: June 4, 2014

Name of provincial waterway: Jackson Lake

Legal description of land: SE 28-10-12W

Description of works to be constructed: Pipe line to lake and access to lake for the purpose of Irrigation of crop land

Description of activities to be undertaken: Pipe line to lake and anchors in bank to provide support to the pump. an electric line will be placed and electrical panel to at lake

Attachments (if any): - we have an existing water use license from Jackson Lake and are changing location of water draw from lake.

Date of construction: From: June 1, 2014 To: June 16, 2014

Duration of activity: From: June 1, 2014 To: Sept 30, 2014

Annual use for irrigation



## **Appendices 3**

# Manitoba



## Infrastructure and Transportation

Engineering & Operations Division  
Highway Regional Operations  
South Western Region  
1525 – 1<sup>st</sup> Street North, Brandon MB R7C 1B5  
(204) 726-6800 Fax : (204) 726-6836  
www.manitoba.ca

October 4, 2013

Sheldon Wiebe  
J.P. Wiebe and Sons Ltd.  
P.O. Box 459  
MacGregor, MB R0H 0E0

Dear Mr. Wiebe:

**RE: PROPOSED AGREEMENT NO. R30129-2013 FOR THE INSTALLATION OF A 203.2 MM IRRIGATION WATER LINE ALONG A PORTION OF PR No. 352 IN THE RM OF NORTH NORFOLK**

Two copies of the agreement, attached hereto, if fully executed by both parties will permit the 203.2mm irrigation water line to be installed by **J.P. Wiebe and Sons Ltd.** the location(s) detailed on the second page of the attached agreement.

This agreement, as drawn, does not allow open trenches to be cut through the highway embankment.

*The irrigation water line will need to be buried minimum 1.5 metres below ditch bottom and the same depth maintained throughout the entire right-of-way as stated in the agreement.*

If you feel this agreement is satisfactory, please sign both copies of the agreement and return the entire package to this office as soon as possible.

The agreement will be approved and signed by the Director of Regional Operations on behalf of Manitoba Infrastructure and Transportation, once a copy of the insurance additionally naming Manitoba Infrastructure and Transportation with its address being covered within the policy is received. A copy of the signed and approved agreement will then be forwarded to you for your records.

Yours truly,

Ashley Beck  
Planning Support Technician

AB/lf

Enc.

XC: D. Bialis  
R. Christie  
File PD120.10



**Manitoba**  
spirited energy



Google earth

miles 4  
km 7



- ① 8" Irrigation Plastic pipe line to run down the South side of PR 352 in the bottom of the ditch. From the west side of <sup>west side of</sup> the NE  $\frac{1}{4}$  11-10-12w to the East side of the NW  $\frac{1}{2}$  12-10-12w - 1 mile.
- ② 8" Irrigation Plastic pipe line to run down the North side of PR 352 in the bottom of the ditch. From the East side of the SE 16-10-12w to the west side of SW 16-10-12w, - 1 mile

All pipe to be installed with min. top of pipe depth of 3 feet.








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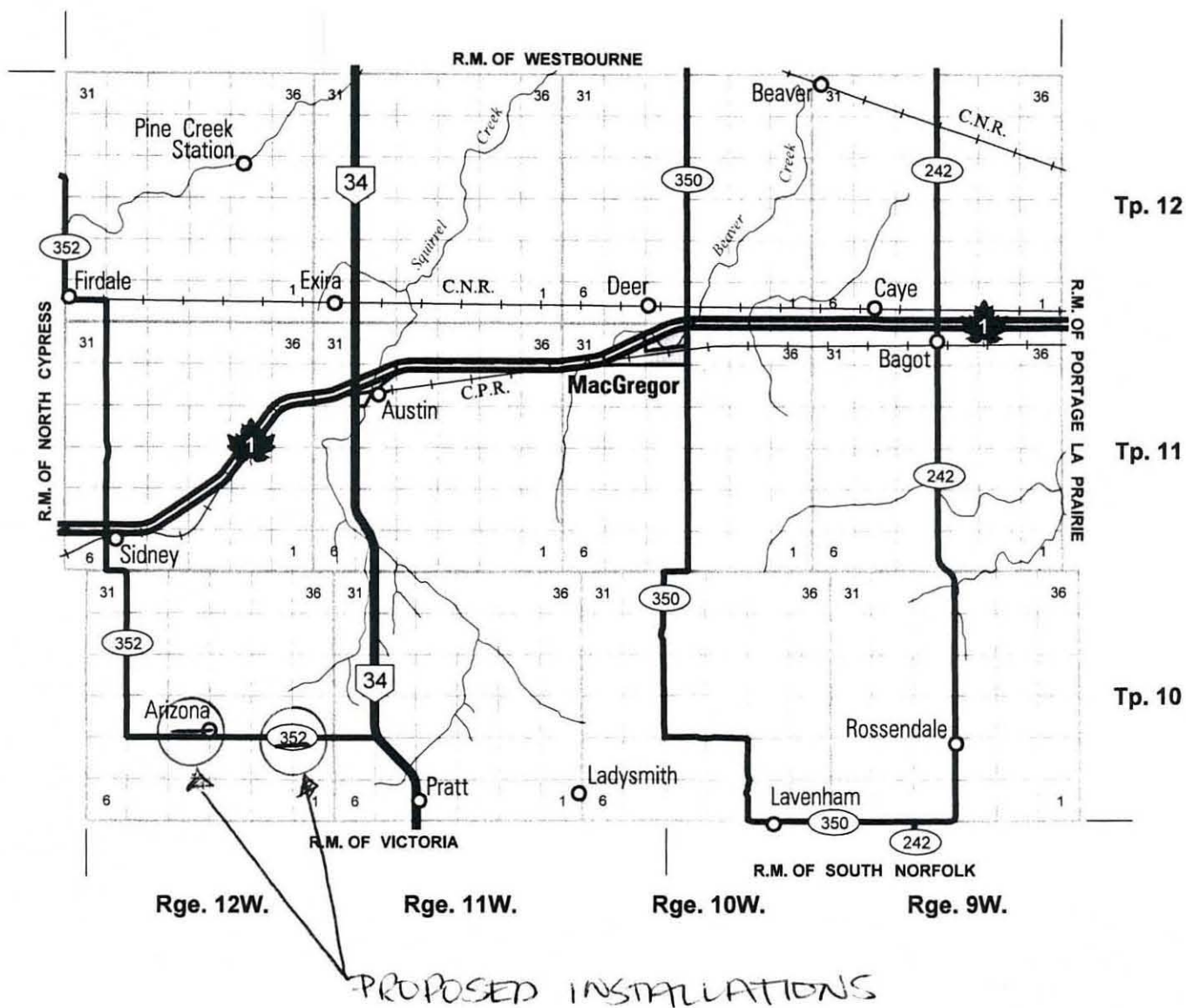
SCALE IN KILOMETRES

PROVINCE OF MANITOBA  
INFRASTRUCTURE AND TRANSPORTATION  
HIGHWAY PLANNING AND DESIGN BRANCH  
GEOGRAPHIC & RECORDS MANAGEMENT SECTION  
WINNIPEG  
JULY 2002

Schedule B to  
Agreement No. R30127-13  
  
J. P. WIEBE & SONS  
LTD.

### **LEGEND**

TRANS-CANADA HIGHWAY .....		ACCESS ROADS .....	
PROVINCIAL TRUNK HIGHWAYS .....		RAILWAYS .....	
PROVINCIAL ROADS .....			





## AGREEMENT FOR UNDERGROUND INSTALLATION

THIS AGREEMENT made, in duplicate, this 4<sup>th</sup> day of October 2013.

**BETWEEN:** HER MAJESTY THE QUEEN in right of the Province of Manitoba, as represented by the Honourable, the Minister of Infrastructure and Transportation.

(Hereinafter called "the Province") of the First Part;

- And -

**J.P. Wiebe and Sons Ltd.**

(Hereinafter called "the applicant") of the Second Part;

**WHEREAS** the Applicant wishes to construct and maintain one 203.2 mm irrigation water line along two portions of P.R. No. 352 located in NW 12-10-12W to NE 11-10-12W and in SE 16-10-12W to SW 16-10-12W. (Hereinafter called "The Works") within the limits of a departmental road known as P.R. No. 352 (Hereinafter called "the road").

**AND WHEREAS** the Province is prepared to permit the Applicant to construct and maintain "The Works" according to the terms and conditions as hereinafter provided,

**NOW THEREFORE**, the parties hereto agree, as follows:

### **A. CONSTRUCTION AND RESTORATION**

1. That the Applicant may construct and maintain "The Works" under the Road, according to the Plan thereof referred to as Schedule "A", and at the locations indicated on Manitoba Infrastructure & Transportation Plan No. 60, dated May 2011 referred to as Schedule "B", both attached and forming part and parcel of this Agreement.
2. That the Applicant shall notify the Technical Services Engineer or designate responsible for the area where "The Works" are located, of the Applicant's intention to start "The Works" at least 48 hours prior to commencing work.
3. That the Applicant shall arrange for the safe movement of highway traffic and pedestrians during installation of "The Works", by providing and maintaining the necessary signs, barricades, channelling, and other devices which are generally required by the Province's specification for Traffic Control.
4. That the Applicant shall install "The Works" through the Road embankment by boring, tunnelling or jacking.
5. That if it becomes necessary for the Applicant to install "The Works" through the road embankment by excavating open trenches, the Applicant shall first obtain written permission from the Director of Regional Operations or designate. ***In addition, no Provincial Road or Provincial Trunk Highway shall be closed without a valid Highway Closure Order in place, approved by the Deputy Minister of Manitoba Infrastructure and Transportation. Any changes to the Highway Closure Order such as the time period require further approval from the Deputy Minister of Manitoba Infrastructure and Transportation.***
6. That the Applicant may excavate trenches for "The Works" within the right-of-way of the Road but only to within 3 metres of existing shoulder unless otherwise permitted by paragraph 5. The Applicant shall ensure that the trenches are adequately shored.

7. That the Applicant shall backfill the trenches, compact the materials and restore the surface over excavated areas to a condition similar and equal in nature to what had existed prior to commencement of "The Works". The Applicant shall be responsible for restoration of "The Works" within the right-of-way of the Road, for a two-year period following the date of the approval letter which authorizes the Applicant to commence "The Works".
8. That if the Applicant should fail to restore the disturbed areas, the Province may perform the restoration required and charge the Applicant with the full cost thereof.
9. That the Applicant shall use due care and attention to avoid damage to property of the Province on the Road and in the event of damage to this property during the construction and maintenance of "The Works", the Applicant shall immediately restore this property to a condition satisfactory to the Technical Services Engineer.
10. That the Applicant shall not use the Road location for any purpose other than the construction, operation and maintenance of "The Works".

**B. DEFAULT**

11. If the Applicant fails to perform any of the obligations under Part A hereof, the Technical Services Engineer shall advise the Applicant of the default, and if the Applicant fails to immediately remedy the default, the Technical Services Engineer may then take the necessary steps to remedy the default, and the Applicant shall be liable for and pay to the Province all the cost and expenses incurred by the Province in doing so.

**C. LIABILITY**

12. That the Applicant shall be responsible for all costs that may occur because of damage the Applicant causes to the Road, utilities or underground services within the right-of-way of the Road while constructing or maintaining "The Works".
13. That the Applicant shall indemnify and save harmless the Province from and against all claims arising from the construction, operation and maintenance of "The Works" by the Applicant, its servants or agents.
14. That the Applicant hereby releases the Province from any and all liability for damage to "The Works" or any related property by reason of any work carried out on the Road by the Province, its servants or agents. In all cases the Applicant shall be given reasonable notice of any future pipeline adjustments or relocations due to highway upgrading and will be the responsible for all costs.
15. That the Applicant shall comply with all applicable municipal by-laws, and other laws and regulations in constructing, operating and maintaining "The Works".

**D. TERMINATION**

16. This Agreement may be terminated:
  - a) Before installation - by the Province, if work has not commenced within a year after approval has been granted to install "The Works".
  - b) After installation - by the Province, after giving the Applicant three months written notice, by mutual agreement of the parties.

delineators as shown on attached Policy/Standard No. 600-A-4, for all appurtenances 100mm or more above ground (i.e. valves, hydrants, and manholes within highway right-of-way). This will ensure that the appurtenances are not struck by off road vehicles or during maintenance operations.

- The region recommends the utility be clearly marked at the edge of the right-of-way to avoid being struck by other utilities.
- The owner of "The Works" will be required to provide proof of a \$2 million (minimum) public liability insurance coverage naming Manitoba Infrastructure and Transportation, in writing, as additional insured and further that the owner shall maintain said coverage for so long as the agreement remains in effect.
- As built plans shall be prepared and forwarded to the Department within 4 weeks from date of installation.
- Notwithstanding item 2 of the terms and conditions, at least 48 hours prior to commencing installation, please call Mr. Richard Christie, Maintenance Superintendent in Brandon, (204)-761-7661 to discuss signing, safety and other miscellaneous issues.

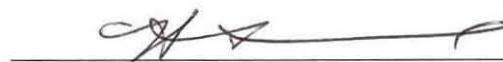
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first above written.

SIGNED IN THE PRESENCE OF:

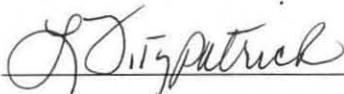
HER MAJESTY THE QUEEN in Right of the Province  
of Manitoba as represented by



WITNESS



for THE MINISTER OF INFRASTRUCTURE AND  
TRANSPORTATION



WITNESS - To Signature If Not  
Sealed



THE APPLICANT - J.P WIEBE AND SONS LTD.



**Infrastructure and Transportation**

Engineering & Operations Division  
Highway Regional Operations  
South Western Region  
1525 – 1<sup>st</sup> Street North, Brandon MB R7C 1B5  
(204) 726-6800 Fax : (204) 726-6836  
www.manitoba.ca

September 1, 2011

Sheldon Wiebe  
JP. Wiebe and Sons Ltd.  
Box 459  
MacGregor MB R0H 0R0

Dear Mr. Wiebe:

**RE: PROPOSED AGREEMENT NO. R30055-2011 FOR THE INSTALLATION OF A  
203.2MM IRRIGATION WATER LINE ALONG, ACROSS AND UNDER A PORTION  
OF PR NO. 352 IN THE RM OF NORTH NORFOLK**

Your request to undertake the work identified above has now been approved.

A copy of the agreement which authorizes **JP Wiebe and Sons Ltd.** to install and maintain one 203.2 mm irrigation water line along, across and under a portion of PR No. 352 is attached for your files.

This agreement will need to be re-approved if you have not commenced the works within one year of the date of the agreement.

Yours truly,

Ashley Beck  
Planning Support Technician

AB/ss

Enc.

xc: R. Christie  
D. Mosiuk  
File PD 120.10



## **EASEMENT AGREEMENT**

**BETWEEN:**

**RURAL MUNICIPALITY OF NORTH NORFOLK**

hereinafter called the "Municipality"

OF THE FIRST PART;

- and -

**JP WIEBE & SONS LTD.**

hereinafter called "JP Wiebe & Sons Ltd"

OF THE SECOND PART;

**WHEREAS** the Municipality has jurisdiction over and with respect to highways, roads and allowances that lie within the boundaries of the Municipality as set forth in Section 232(1)(e) of the Municipal Act including the power to enter into agreements permitting the use of the space below the established grade level of any highway;

**AND WHEREAS** the Parties hereto have agreed to terms to allow JP Wiebe & Sons Ltd to run an irrigation pipeline under certain highways in the Municipality.

**NOW THEREFORE THE PARTIES HERETO AGREE EACH WITH THE OTHER AS FOLLOWS:**

### **EASEMENT**

1. The Municipality hereby grants to JP Wiebe & Sons Ltd an Easement and right-of-way to construct below the established grade level of the following municipal roads and allowances, a waterline which is to be installed pursuant to the specifications set out in Schedule "A" hereto, namely:
  - (a) the road allowance between SW 18-11-12W and NW 7-11-12W; and,
  - (b) the road allowance between SE 18-11-12W and NE 7-11-12W; and,
  - (c) the road allowance between SW 18-11-12W and SE 13-10-13W.

### **CONDITIONS**

2. This Grant of Easement shall be subject to the following conditions:
  - (a) JP Wiebe & Sons Ltd must obtain a Water Rights License from the Province of Manitoba;
  - (b) JP Wiebe & Sons Ltd shall pay the sum of \$500.00 to the Municipality for the crossings;

- (c) JP Wiebe & Sons Ltd shall request permission from the Rural Municipality of North Cypress to cross their half of the municipal road allowance;
- (d) The Municipality shall notify JP Wiebe & Sons Ltd whenever repairs must be made to the road as a result of the crossing and JP Wiebe & Sons Ltd must make the necessary repairs within seven (7) days of receipt of the notice. In the event that JP Wiebe & Sons Ltd fails to make the repairs within the 7-day period then the Municipality shall do all the necessary repairs to the road that are required and all of the costs thereof shall be charged to the tax roll of JP Wiebe & Sons Ltd.

### **PIPELINE**

- 3. The pipeline shall be installed and constructed in accordance with this agreement and the schedule attached hereto and in accordance with sound engineering and construction practices. JP Wiebe & Sons Ltd shall be solely responsible for all costs and solely responsible to ensure the proper construction, installation, maintenance, repair of the pipeline so as to prevent any leaks or other damages arising from the pipeline at any time in the future.

### **SURFACE DRAINAGE**

- 4. JP Wiebe & Sons Ltd covenants and agrees that the construction, installation, maintenance and repair of the irrigation pipeline shall be accomplished in such manner so as not to in any way interfere with natural surface drainage.

### **CONTRACTOR**

- 5. The construction, installation, maintenance and any repair work required as a result of the irrigation pipeline shall be performed by a reputable contractor to be hired by JP Wiebe & Sons Ltd. JP Wiebe & Sons Ltd shall pay all of the costs relating to the construction, installation, maintenance and repair of the pipeline.

### **STANDARDS OF WORKMANSHIP**

- 6. The construction, installation, maintenance and any repair work required shall be done in a competent, reasonable, safe, prompt and workmanlike manner and in accordance with the specifications set out in Schedule "A" or as may be prescribed by the Municipality from time to time, all of which shall be at the sole and exclusive cost of JP Wiebe & Sons Ltd. After any such work, the highway shall be restored by JP Wiebe & Sons Ltd, at its sole cost, to a condition satisfactory to the Municipality.

### **INDEMNITY**

7. Notwithstanding any statutory or common law provision to the contrary, JP Wiebe & Sons Ltd shall indemnify and hold harmless the Municipality and its Agents and employees from and against all claims, demands, damages, losses, expenses, costs including legal fees, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, related to, occasioned by or arising out of, resulting from or attributable to the construction, location, continuance, use, repair or maintenance of the irrigation pipeline. JP Wiebe & Sons Ltd shall indemnify the Municipality for any such claims whether they arise as a result of:
- a) negligence or an act or omission of JP Wiebe & Sons Ltd, its employees or construction workers, agents or assigns; or
  - b) a negligent act or omission of the Municipality, its employees, agents or assigns; or
  - c) any act or omission of a third party; or
  - d) an act of God.

### **INSURANCE**

8. (a) JP Wiebe & Sons Ltd agrees that it shall, during the continuance of this agreement, insure against loss or damage of the property set forth herein in the sum of not less than the full insurable value of the property. JP Wiebe & Sons Ltd shall pay all premiums and money necessary for that purpose, as the same become due, and shall on demand assign and deliver over to the Municipality the policy of insurance and receipts thereto. In the event JP Wiebe & Sons Ltd defaults on payment of the premium, the Municipality may pay the premium on its behalf. Any premium paid on behalf of JP Wiebe & Sons Ltd shall be added to his real property taxes.
- (b) If any loss or damage occurs, JP Wiebe & Sons Ltd shall provide the Municipality immediately with all necessary proofs of claim. JP Wiebe & Sons Ltd shall do all necessary acts to enable the Municipality to obtain payment of insurance proceeds. Insurance proceeds shall be applied to rebuild or repair the damage to the irrigation pipeline and highway.

### **ENTIRETY**

9. This agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and not other agreements, written or verbal, respecting the subject matter of this agreement shall be deemed to exist, or to bind either party.



**APPLICABLE LAW**

10. This Agreement shall be construed and enforced in accordance with the laws of Manitoba and the laws of Canada applicable therein.

**AMENDMENTS**

11. No change or modification of this agreement shall be valid unless it is in writing and signed by each party hereto.

**ENUREMENT**

12. The covenants of JP Wiebe & Sons Ltd herein contained shall be deemed to be covenants running with the said land and the within agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

**IN WITNESS WHEREOF** the Municipality and JP Wiebe & Sons Ltd execute this Agreement on the 22 day of March, A.D. 2007.

Heather Thomson  
Witness

JL Wiebe  
JP Wiebe & Sons Ltd

**RURAL MUNICIPALITY OF  
NORTH NORFOLK**

NR Christofferson  
Reeve

[Signature]  
Chief Administrative Officer



**SCHEDULE "A"**

to Easement Agreement made by RURAL MUNICIPALITY OF NORTH NORFOLK  
AND JP WIEBE & SONS LTD.

**SPECIFICATIONS**

1. Any electric wire used must be clearly marked.
2. Eight (8) inch waterline must be used.
3. Signs must be placed warning that there is an above ground pipe.
4. Markers must be placed on the property adjacent to the road, clearly marking the location of the crossing, and the markers must be permanently maintained.

# Manitoba



## Infrastructure and Transportation

Engineering & Operations Division

Highway Regional Operations

South Western Region

1525 – 1<sup>st</sup> Street North, Brandon MB R7C 1B5

(204) 726-6800 Fax : (204) 726-6836

www.manitoba.ca

June 16, 2010

Mr. Sheldon Wiebe  
J.P. Wiebe & Sons Ltd.  
P.O. Box 459  
Macgregor MB R0H 0R0

Dear Mr. Wiebe:

RE: PROPOSED AGREEMENT NO. R30015-2010 FOR THE INSTALLATION OF A 203.2mm IRRIGATION PIPE LINE ALONG, ACROSS AND UNDER A PORTION OF PR352 IN RM OF NORTH NORFOLK

Your request to undertake the work identified above has now been approved.

A copy of the agreement which authorizes **J.P. Wiebe & Sons Ltd.** to install and maintain an irrigation water pipe line along, across and under a portion of P.R. No. 352 is attached for your files.

This agreement will need to be re-approved if you have not commenced the works within one year of the date of this letter.

Yours truly,

A handwritten signature in blue ink, appearing to read "Robin Smith".

Robin Smith  
A/Planning Support Technician

RS/ab

Enc.

xc: R. Christie  
File PD120.10

**Manitoba**  
spirited energy



**Infrastructure and Transportation**

Engineering & Operations Division  
Highway Regional Operations  
South Western Region  
1525 – 1<sup>st</sup> Street North, Brandon MB R7C 1B5  
(204) 726-6800 Fax : (204) 726-6836  
www.manitoba.ca

June 10, 2010

Mr. Sheldon Wiebe  
J.P. Wiebe & Sons Ltd.  
P.O. Box 459  
Macgregor MB R0H 0R0

Dear Mr. Wiebe:

**RE: PROPOSED AGREEMENT NO. R30015-2010 FOR THE INSTALLATION OF A 203.2mm IRRIGATION PIPE LINE ALONG, ACROSS AND UNDER A PORTION OF PR352 IN RM OF NORTH NORFOLK**

Two copies of the agreement, attached hereto, if fully executed by both parties will permit the irrigation water pipe line to be installed by **J.P. Wiebe & Sons Ltd.** at the location(s) detailed on the second page of the attached agreement.

This agreement, as drawn, does not allow open trenches to be cut through the highway embankment.

If you feel this agreement is satisfactory, please sign both copies of the agreement and return the entire package to this office as soon as possible.

The agreement will be approved and signed by the Director of Regional Operations on behalf of Manitoba Infrastructure and Transportation a copy will be forwarded to you for your records.

Yours truly,

Robin Smith  
A/Planning Support Technician

RS/ab

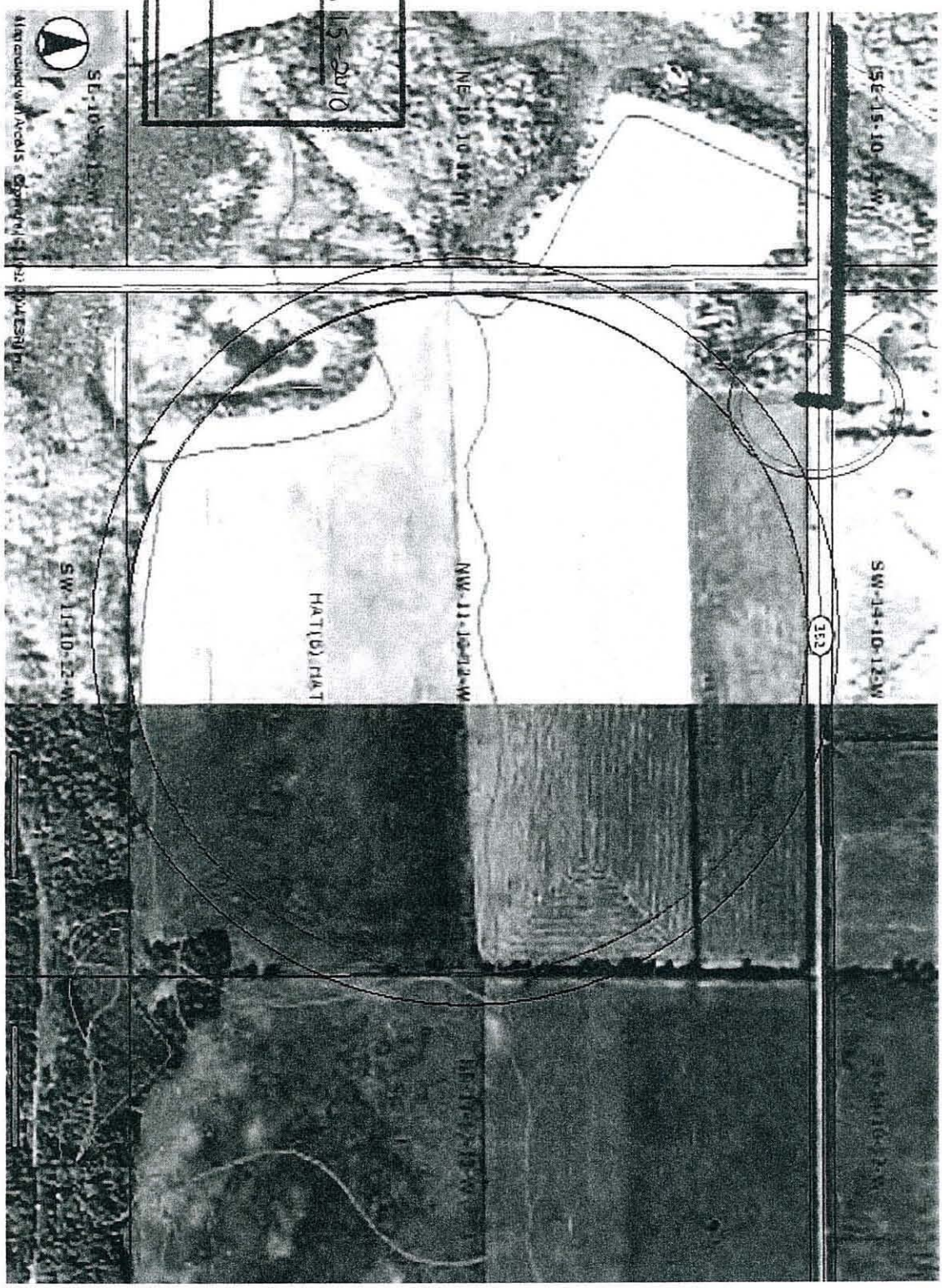
Enc.

xc: R. Christie  
File PD120.10



Schedule "A" to  
Agreement No. R360  
J.P. WIEBE  
SONS LTD.

Sheet 1

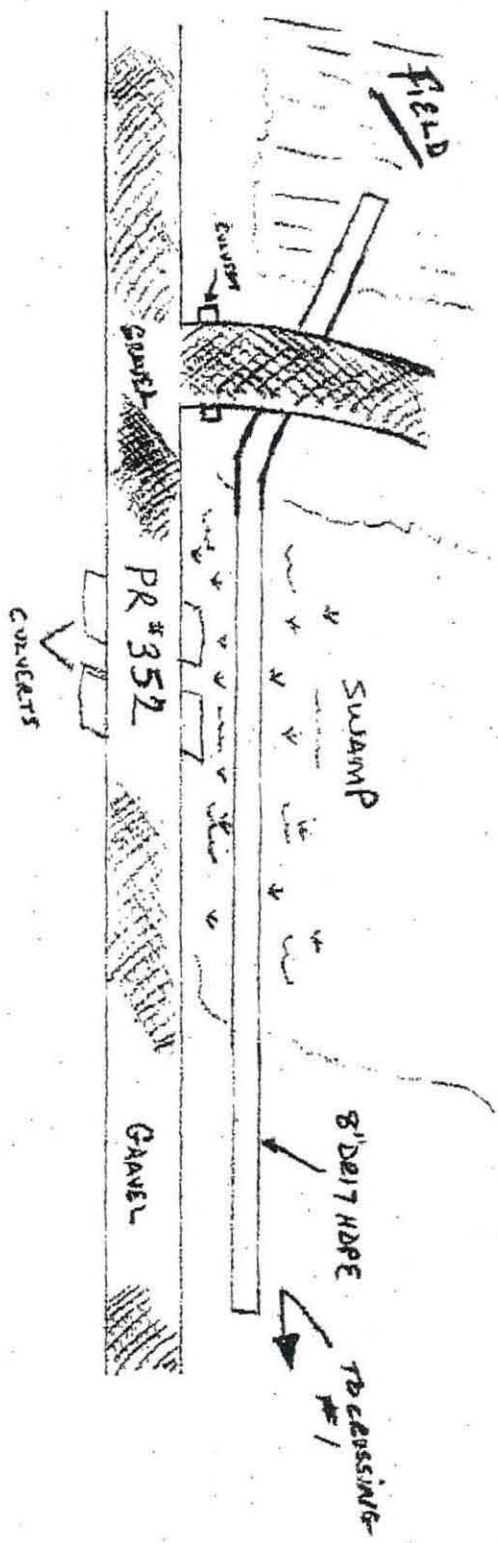




# CROSSING #2



575 FT



## NOTE:

PIPE WILL BE 8" HDPE AND WILL BE DIRECTIONALLY DRILLED UNDER SWAMP AND ROADWAY. APPROXIMATE DEPTH UNDER SWAMP + ROADWAY WILL BE 6 FT. TOTAL LENGTH OF BORING IS 575 FT.

Schedule	
Agreement No.	R30015-2010
J.P. WIERE & SONS LTD.	

Sheet 3

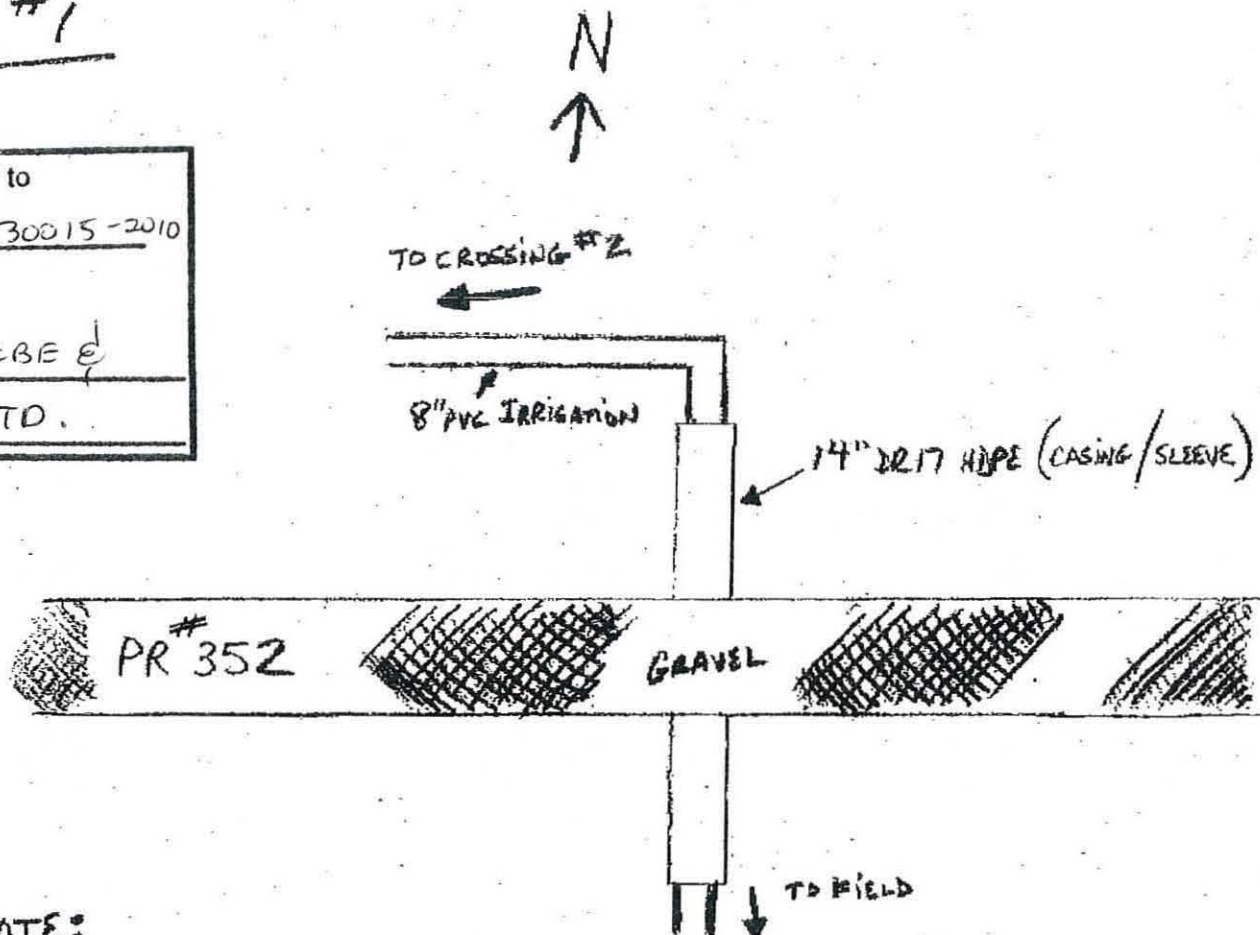
# CROSSING #1

Schedule "A" to

Agreement No. R30015-2010

J. P. WIEBE &  
SONS LTD.

Sheet 2



## NOTE:

CASING PIPE WILL 14" HDPE AND WILL BE DIRECTIONAL DRILLED WITH A DEPTH OF APPROXIMATE 6FT UNDER PR#352. AN 8" PVC IRRIGATION LINE WILL BE PLACED INSIDE CASING. TOTAL LENGTH OF CASING IS 80 FT.

# MUN. OF NORTH NORFOLK

Nº 62

REVISED:-1986  
SEPT. 1987  
JAN. 1992

PROVINCE OF MANITOBA  
DEPARTMENT OF TRANSPORTATION  
DESIGN OFFICE  
WPG. JAN. 1969

SCALE: 1 in. = 3 mi.

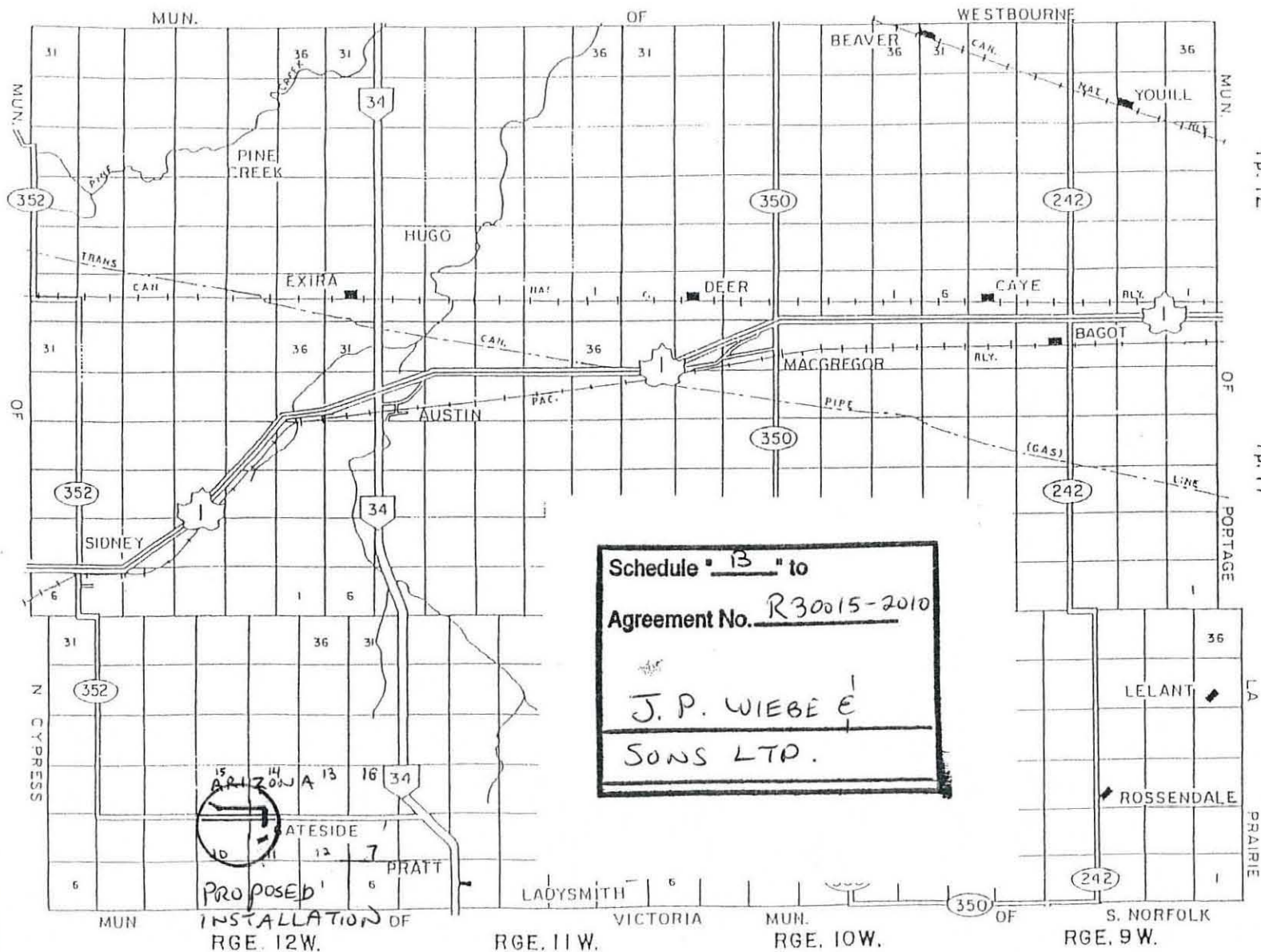
TRANS CANADA HIGHWAY 1  
PROV. TRUNK HIGHWAYS 34 350  
PROVINCIAL ROADS

Tp. 12

Tp. 11

Tp. 10

RAILWAYS



AGREEMENT FOR INSTALLATION UNDER

PROVINCIAL HIGHWAYS

BETWEEN

THE PROVINCE OF MANITOBA

AND

J.P. WIEBE & SONS LTD.

AGREEMENT NUMBER R30015-2010

DATE: JUNE 10, 2010



AGREEMENT FOR UNDERGROUND INSTALLATION

THIS AGREEMENT made, in duplicate, this 10<sup>th</sup> day of June 2010.

**BETWEEN:** HER MAJESTY THE QUEEN in right of the Province of Manitoba, as represented by the Honourable, the Minister of Infrastructure and Transportation.

(Hereinafter called "the Province") of the First Part;

- And -

**J.P. Wiebe & Sons Ltd.**

(Hereinafter called "the applicant") of the Second Part;

**WHEREAS** the Applicant wishes to construct and maintain a 203.2mm irrigation pipe, within encasement sleeving, along a portion of PR No. 352 from SE 15-10-12W. to SW 14-10-12W., across and under a portion of PR No. 352 from the SW 14-10-12W. to the NW 11-10-12W. (Hereinafter called "the Works") within the limits of a departmental road known as PR No. 352 (Hereinafter called "the road").

**AND WHEREAS** the Province is prepared to permit the Applicant to construct and maintain the Works according to the terms and conditions as hereinafter provided,

**NOW THEREFORE**, the parties hereto agree, as follows:

**A. CONSTRUCTION AND RESTORATION**

1. That the Applicant may construct and maintain the Works under the Road, according to the Plan thereof referred to as Schedule "A" (3 sheets), and at the location indicated on Manitoba Infrastructure & Transportation Plan No. 62, dated January 1992 referred to as Schedule "B", both attached and forming part and parcel of this Agreement.
2. That the Applicant shall notify the Technical Services Engineer or designate responsible for the area where the Works are located, of the Applicant's intention to start the Works at least 48 hours prior to commencing work.
3. That the Applicant shall arrange for the safe movement of highway traffic and pedestrians during installation of the Works, by providing and maintaining the necessary signs, barricades, channelling, and other devices which are generally required by the Province's specification for Traffic Control.
4. That the Applicant shall install the Works through the Road embankment by boring, tunnelling or jacking.
5. That if it becomes necessary for the Applicant to install the Works through the road embankment by excavating open trenches, the Applicant shall first obtain written permission from the Director of Regional Operations or designate.
6. That the Applicant may excavate trenches for the Works within the right-of-way of the Road but only to within 3 metres of existing shoulder unless otherwise permitted by paragraph 5. The Applicant shall ensure that the trenches are adequately shored.

agreement of the parties.

**E. ASSIGNMENT AND NOTICE**

17. That the Applicant shall not assign this Agreement, or transfer any rights obtained hereunder, without the express written consent of the Province.
18. That any notice required under this Agreement shall be effective if it is in writing and given to the Applicant, or sent to the Applicant by certified mail at the following address:

J.P. Wiebe & Sons Ltd.  
P.O. Box 459  
Macgregor MB  
R0H 0R0

**F. SPECIAL PROVISIONS**

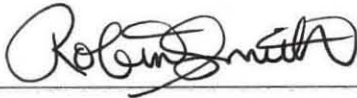
- Pipe pushing, tunnelling or directional boring to be utilized for the irrigation water line crossing under PR No. 352.
- Excavation to be no closer than 3 metres from edge of finished shoulder or bottom of grade slope.
- Lines crossing the roadway shall be as close to right angles to the centre line as possible. The desirable angle of crossing is between 70 and 90 degrees.
- Contractor must not have material on the grade slope near the shoulder of the road. A minimum 1-m "clear zone" from the shoulder of the road must be maintained.
- Contractor must salvage any topsoil from the ditch to use when restoring the ditch to its original condition.
- The owner of "The Works" will be responsible to correct settlement, erosion or poor vegetation for a two-year period from date of installation, construction or maintenance. This will include reseeding of affected areas as applicable.
- Contractor to provide and maintain the necessary signing as required by the province's Traffic Control Policy/Standards. (attached)
- Should it be necessary to locate, expose, lower, move or relocate the said buried irrigation water line within the highway right-of-way at any time because of the repair, reconstruction or alteration of the roadway or drainage of the highway, the owner of "The Works" shall comply with the request and be responsible for all costs.
- The water line crossing under PR No. 352 shall be sleeved in a continuous encasement pipe of at least Series 160 PVC or DR 17 High Density Polyethylene. Sleeving shall be a diameter at least 50 mm. greater than the diameter of the water line and extend a minimum of 3 metres beyond the edge of the shoulder of the roadway or to the toe of the grade/side slope, whichever is lesser.
- "The Works" are to be buried at least 1.0 metre below ditch bottom and the same depth maintained throughout the entire right-of-way.
- "The Works" are to be placed no closer than 3 metres from, or through any existing culverts.
- The owner of "The Works" will be responsible for obtaining any necessary environmental approvals. Please contact Tracey Braun, Director of Environmental Assessment and Licensing, Manitoba Conservation at 945-7071 for information.

- The owner of "The Works" will be required to install and maintain structure delineators as shown on attached Policy/Standard No. 600-A-4, for all appurtenances 100mm or more above ground (i.e. valves, hydrants, and manholes within highway right-of-way). This will ensure that the appurtenances are not struck by off road vehicles or during maintenance operations.
- The region recommends the utility be clearly marked at the edge of the right-of-way to avoid being struck by other utilities.
- The owner of "the works" will be required to provide proof of a \$2 million (minimum) public liability insurance coverage naming Manitoba Infrastructure & Transportation, in writing, as additional insured and further that the owner shall maintain said coverage for so long as the agreement remains in effect.
- As built plans shall be prepared and forwarded to the Department within 4 weeks from date of installation.
- Notwithstanding item 2 of the terms and conditions, at least 48 hours prior to commencing installation, please call Mr. Richard Christie, Maintenance Superintendent in Brandon, at (204) 761-7661 to discuss signing, safety and other miscellaneous issues.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED IN THE PRESENCE OF:

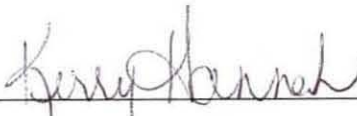
HER MAJESTY THE QUEEN in Right of the  
Province of Manitoba as represented by



WITNESS



for THE MINISTER OF INFRASTRUCTURE AND  
TRANSPORTATION



WITNESS - To Signature If Not  
Sealed



THE APPLICANT -

## **Appendices 4**



DATE: 2014/05/16  
TIME: 08:35  
PSSY

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2495435/3

PAGE: 1

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2010/11/24		
COMPLETION DATE.....	2010/11/24	CLIENT FILE...	WIEBE 0124242/43446
		PRODUCED BY...	G.WIESE

**LEGAL DESCRIPTION:**

5568626 MANITOBA LTD.

IS REGISTERED OWNER, SUBJECT TO SUCH ENTRIES RECORDED  
HEREON IN THE FOLLOWING DESCRIBED LAND:

**PARCEL 1:**

THE SW 1/4 OF SECTION 15-10-12 WPM  
EXC FIRSTLY: THAT PORTION OF THE SLY 66 FEET PERP LYING WEST OF A LINE  
DRAWN NLY AT RIGHT ANGLES TO SOUTH LIMIT THEREOF FROM A POINT THEREON  
DISTANT ELY 165 FEET FROM THE WEST LIMIT THEREOF  
SECONDLY: THE ELY 615 FEET PERP OF THE WLY 1715 FEET PERP OF THE  
SLY 700 FEET PERP  
AND THIRDLY: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND  
MINERALS AS SET FORTH IN TRANSFER 74811 PLTO

**PARCEL 2:**

THE SE 1/4 OF SECTION 15-10-12 WPM  
EXC FIRSTLY: ROAD PLAN 2244 PLTO  
AND SECONDLY: AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND  
MINERALS AS SET FORTH IN TRANSFER 74811 PLTO

**ACTIVE TITLE CHARGE(S):**

1152634/3	ACCEPTED	MORTGAGE	REG'D: 2012/05/30
FROM/BY:	5568626 MANITOBA LTD.		
TO:	THE TORONTO-DOMINION BANK		
CONSIDERATION:	\$7,000,000.00	NOTES:	

**ADDRESS(ES) FOR SERVICE:**

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	5568626 MANITOBA LTD. BOX 747 MACGREGOR MB	ROH ORO

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2014/05/16 OF TITLE NUMBER 2495435/3

\*\*\*\*\* STATUS OF TITLE 2495435/3 CONTINUED ON NEXT PAGE \*\*\*\*\*

DATE: 2014/05/16  
TIME: 08:35

# MANITOBA

TITLE NO: 2495435/3

## STATUS OF TITLE

PAGE: 2

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2010/11/24		
COMPLETION DATE.....	2010/11/24		
		CLIENT FILE...	WIEBE 0124242/43446
		PRODUCED BY...	G.WIESE

### ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
1139689/3	T	2010/11/24	\$4,695,984.00	\$4,695,984.00
PRESENTED BY:	CHRISTIANSON			
FROM:	CHRISTIANSON			
TO:	JOHN P. WIEBE & SONS LTD.			
	5568626 MANITOBA LTD.			

### FROM TITLE NUMBER(S):

2419604/3 ALL

### LAND INDEX:

LOT	QUARTER SECTION	SECTION	TOWNSHIP	RANGE
	SE	15	10	12W
NOTE:	EXC ROAD 2244 & 1/2 INTERST IN M & M			
	SW	15	10	12W
NOTE:	EXC PT OF SLY 66' & SLY 700' & 1/2 INT IN M & M			

ACCEPTED THIS 24TH DAY OF NOVEMBER, 2010  
BY G.PLUNKETT FOR THE DISTRICT REGISTRAR OF  
THE LAND TITLES DISTRICT OF PORTAGE LA PRAIRIE.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2014/05/16 OF TITLE NUMBER 2495435/3.

\*\*\*\*\* END OF STATUS OF TITLE 2495435/3 \*\*\*\*\*

DATE: 2014/05/16  
TIME: 08:35  
PSST

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2495436/3

PAGE: 1

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2010/11/24		
COMPLETION DATE.....	2010/11/24		
		CLIENT FILE...	WIEBE 0124242/43446
		PRODUCED BY...	G.WIESE

**LEGAL DESCRIPTION:**

5568626 MANITOBA LTD.

IS REGISTERED OWNER, SUBJECT TO SUCH ENTRIES RECORDED  
HEREON IN THE FOLLOWING DESCRIBED LAND:

**FIRSTLY:**

THE NE 1/4 OF SECTION 15-10-12 WPM  
EXC AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND  
MINERALS AS SET FORTH IN TRANSFER 75003 PLTO

**SECONDLY:**

THE NW 1/4 OF SECTION 15-10-12 WPM  
EXC AN UNDIVIDED ONE-HALF INTEREST IN ALL MINES AND  
MINERALS AS SET FORTH IN TRANSFER 74811 PLTO

**ACTIVE TITLE CHARGE(S):**

28647/3	ACCEPTED	CAVEAT	REG'D: 1951/12/21
	FROM/BY:	PALOMAR INDUSTRIES LTD.	
	TO:		
	CONSIDERATION:	NOTES: NE 1/4 15 M&M	
93-2218/3	ACCEPTED	CAVEAT	REG'D: 1993/04/02
	FROM/BY:	JOHN ALLAN MCDONALD	
	TO:		
	CONSIDERATION:	NOTES: NW 1/4 15 - DOMINANT	
1042981/3	ACCEPTED	CAVEAT	REG'D: 2001/02/26
	DESCRIPTION:	EASEMENT AGREEMENT FOR A WATER IRRIGATION PIPELINE	
	FROM/BY:	JOHN ALLAN MCDONALD	
	TO:		
	CONSIDERATION:	NOTES: NE 1/4 15 - DOMINANT	
1152634/3	ACCEPTED	MORTGAGE	REG'D: 2012/05/30
	FROM/BY:	5568626 MANITOBA LTD.	
	TO:	THE TORONTO-DOMINION BANK	
	CONSIDERATION:	\$7,000,000.00	NOTES:

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2014/05/16 OF TITLE NUMBER 2495436/3

\*\*\*\*\* STATUS OF TITLE 2495436/3 CONTINUED ON NEXT PAGE \*\*\*\*\*

DATE: 2014/05/16  
TIME: 08:35

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2495436/3

PAGE: 2

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2010/11/24		
COMPLETION DATE.....	2010/11/24		
		CLIENT FILE...	WIEBE 0124242/43446
		PRODUCED BY...	G.WIESE

**ADDRESS(ES) FOR SERVICE:**

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	5568626 MANITOBA LTD. BOX 747 MACGREGOR MB	ROH ORO

**ORIGINATING INSTRUMENT(S):**

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
1139689/3	T	2010/11/24	\$4,695,984.00	\$4,695,984.00
PRESENTED BY: CHRISTIANSON CHRISTIANSON				
FROM: JOHN P. WIEBE & SONS LTD.				
TO: 5568626 MANITOBA LTD.				

**FROM TITLE NUMBER(S):**

2155947/3 ALL

**LAND INDEX:**

LOT	QUARTER	SECTION	TOWNSHIP	RANGE
	NE	15	10	12W
NOTE:	EXC 1/2 INTEREST IN M&M			
	NW	15	10	12W
NOTE:	EXC 1/2 INTEREST IN M&M			

ACCEPTED THIS 24TH DAY OF NOVEMBER, 2010  
BY G.PLUNKETT FOR THE DISTRICT REGISTRAR OF  
THE LAND TITLES DISTRICT OF PORTAGE LA PRAIRIE.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2014/05/16 OF TITLE NUMBER 2495436/3.

\*\*\*\*\* END OF STATUS OF TITLE 2495436/3 \*\*\*\*\*



DATE: 2014/05/16  
TIME: 08:35  
P337

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2495440/3

PAGE: 1

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2010/11/24		
COMPLETION DATE.....	2010/11/24	CLIENT FILE...	WIEBE 0124242/43446
		PRODUCED BY...	G.WIESE

**LEGAL DESCRIPTION:**

5568626 MANITOBA LTD.

IS REGISTERED OWNER, SUBJECT TO SUCH ENTRIES RECORDED  
HEREON IN THE FOLLOWING DESCRIBED LAND:

THE NW 1/4 OF SECTION 11-10-12 WPM  
EXC FIRSTLY: THE WLY 440 FEET PERP OF THE NLY 575 FEET PERP  
SECONDLY: ROAD PLAN 2506 PLTO  
AND THIRDLY: ALL MINES AND MINERALS AS SET FORTH  
IN THE ORIGINAL GRANT FROM THE CROWN

**ACTIVE TITLE CHARGE(S):**

1011553/3	ACCEPTED	CAVEAT	REG'D: 1997/12/15
DESCRIPTION:		RIGHT-OF-WAY AGREEMENT, EASEMENT FOR TRANSMISSION LINES	
FROM/BY:		MTS NETCOM INC.	
TO:		BY WILLIAM F. JOHNSTONE AS AGENT	
CONSIDERATION:		NOTES: NLY 12M PERP	
1138197/3	ACCEPTED	CAVEAT	REG'D: 2010/09/22
DESCRIPTION:		EASEMENT AGREEMENT FOR ACCESS TO IRRIGATION PIVOT	
FROM/BY:		JOHN P. WIEBE & SONS LTD.	
TO:			
CONSIDERATION:		NOTES: DOMINANT	
1152634/3	ACCEPTED	MORTGAGE	REG'D: 2012/05/30
FROM/BY:		5568626 MANITOBA LTD.	
TO:		THE TORONTO-DOMINION BANK	
CONSIDERATION:		\$7,000,000.00	NOTES:

**ADDRESS(ES) FOR SERVICE:**

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	5568626 MANITOBA LTD. BOX 747 MACGREGOR MB	ROH ORO

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2014/05/16 OF TITLE NUMBER 2495440/3

\*\*\*\*\* STATUS OF TITLE 2495440/3 CONTINUED ON NEXT PAGE \*\*\*\*\*

DATE: 2014/05/16  
TIME: 08:35

# MANITOBA

TITLE NO: 2495440/3

## STATUS OF TITLE

PAGE: 2

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2010/11/24		
COMPLETION DATE.....	2010/11/24		
		CLIENT FILE...	WIEBE 0124242/43446
		PRODUCED BY...	G.WIESE

### ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
1139689/3	T	2010/11/24	\$4,695,984.00	\$4,695,984.00
PRESENTED BY:	CHRISTIANSON CHRISTIANSON			
FROM:	JOHN P. WIEBE & SONS LTD.			
TO:	5568626 MANITOBA LTD.			

### FROM TITLE NUMBER(S):

2437579/3 ALL

### LAND INDEX:

LOT	QUARTER	SECTION	TOWNSHIP	RANGE
-----	---------	---------	----------	-------

NW	11	10	12W
NOTE:	EXC WLY 440'P OF NLY 575' PERP, ROAD 2506 & RES		

ACCEPTED THIS 24TH DAY OF NOVEMBER, 2010  
BY G.PLUNKETT FOR THE DISTRICT REGISTRAR OF  
THE LAND TITLES DISTRICT OF PORTAGE LA PRAIRIE.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2014/05/16 OF TITLE NUMBER 2495440/3.

\*\*\*\*\* END OF STATUS OF TITLE 2495440/3 \*\*\*\*\*

DATE: 2013/10/17  
TIME: 22:54  
PSSST

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2690078/3

PAGE: 1

STATUS OF TITLE..... ACCEPTED  
ORIGINATING OFFICE... PORTAGE LA PRAIRIE  
REGISTERING OFFICE... PORTAGE LA PRAIRIE  
REGISTRATION DATE.... 2013/10/17  
COMPLETION DATE..... 2013/10/17  
PRODUCED FOR... CHRISTIANSON LAW  
ADDRESS..... BOX 940  
PORTAGE LA PRAIRIE, MB. R1N 3C  
CLIENT FILE... 5568626 MB LTD. 0119330/42888  
PRODUCED BY... SYSTEM for Series: 1164053/3

**LEGAL DESCRIPTION:**

5568626 MANITOBA LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND:

THE WLY 900 FEET PERP OF THE SLY 340 FEET PERP OF THE  
SE 1/4 OF SECTION 17-10-12 WPM  
EXC ALL MINES AND MINERALS SET FORTH IN TRANSFER 75295 PLTO

**ACTIVE TITLE CHARGE(S):**

28657/3 ACCEPTED CAVEAT REG'D: 1951/12/21  
FROM/BY: CROWN TRUST COMPANY  
TO:  
CONSIDERATION: NOTES:

1164054/3 ACCEPTED MORTGAGE REG'D: 2013/10/17  
FROM/BY: 5568626 MANITOBA LTD.  
TO: THE TORONTO-DOMINION BANK  
CONSIDERATION: \$1,000,000.00 NOTES:

**ADDRESS(ES) FOR SERVICE:**

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	5568626 MANITOBA LTD. BOX 747 MACGREGOR MB	ROH ORO

**ORIGINATING INSTRUMENT(S):**

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
1164053/3	T	2013/10/17	\$1,000,000.00	\$1,000,000.00
PRESENTED BY: CHRISTIANSON LAW				
FROM: CYRIL NOBLE STEPHENSON AND DOROTHY FAITH STEPHENSON				
TO: 5568626 MANITOBA LTD.				

**FROM TITLE NUMBER(S):**

2228878/3 ALL

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2013/10/17 OF TITLE NUMBER 2690078/3

\*\*\*\*\* STATUS OF TITLE 2690078/3 CONTINUED ON NEXT PAGE \*\*\*\*\*

DATE: 2013/10/17  
TIME: 22:54  
PSSY

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2690078/3

PAGE: 2

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2013/10/17		
COMPLETION DATE.....	2013/10/17		
		CLIENT FILE...	5568626 MB LTD. 0119330/42888
		PRODUCED BY...	SYSTEM for Series: 1164053/3

---

**LAND INDEX:**

LOT	QUARTER SECTION	SECTION	TOWNSHIP	RANGE
	SE	17	10	12W
NOTE:	WLY 900' OF SLY 340' PERP	EXC M&M		

ACCEPTED THIS 17TH DAY OF OCTOBER, 2013  
BY G.WIESE FOR THE DISTRICT REGISTRAR OF  
THE LAND TITLES DISTRICT OF PORTAGE LA PRAIRIE.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2013/10/17 OF TITLE NUMBER 2690078/3.

\*\*\*\*\* END OF STATUS OF TITLE 2690078/3 \*\*\*\*\*



DATE: 2013/11/01  
TIME: 22:54

POST

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2690081/3

PAGE: 1

STATUS OF TITLE.....	ACCEPTED	PRODUCED FOR..	CHRISTIANSON LAW
ORIGINATING OFFICE...	PORTAGE LA PRAIRIE	ADDRESS.....	BOX 940
REGISTERING OFFICE...	PORTAGE LA PRAIRIE		PORTAGE LA PRAIRIE, MB. R1N 3C
REGISTRATION DATE....	2013/10/17		
COMPLETION DATE.....	2013/10/17		
		CLIENT FILE...	STEPHENSON -0119345/43961
		PRODUCED BY...	SYSTEM for Series: 1164387/3

**LEGAL DESCRIPTION:**

5568626 MANITOBA LTD.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON  
IN THE FOLLOWING DESCRIBED LAND

**PARCEL 1:**

THE E 1/2 OF SECTION 17 AND  
THE S 1/2 OF THE NW 1/4 OF SECTION 17-10-12 WPM  
EXC ALL MINES & MINERALS SET FORTH IN TRANSFER 75295 PLTO  
AND FURTHER EXC OUT OF SE 1/4, THE WLY 900 FEET PERP  
OF THE SLY 340 FEET PERP

**PARCEL 2:**

THE N 1/2 OF THE NW 1/4 OF SECTION 17-10-12 WPM  
EXC ALL MINES AND MINERALS

**ACTIVE TITLE CHARGE(S):**

28657/3	ACCEPTED	CAVEAT	REG'D: 1951/12/21
	FROM/BY:	CROWN TRUST COMPANY	
	TO:		
	CONSIDERATION:	NOTES:	
1164054/3	ACCEPTED	MORTGAGE	REG'D: 2013/10/17
	FROM/BY:	5568626 MANITOBA LTD.	
	TO:	THE TORONTO-DOMINION BANK	
	CONSIDERATION:	\$1,000,000.00	NOTES:

**ADDRESS(ES) FOR SERVICE:**

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	5568626 MANITOBA LTD. BOX 747 MACGREGOR MB	ROH 0R0

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2013/11/01 OF TITLE NUMBER 2690081/3

\*\*\*\*\* STATUS OF TITLE 2690081/3 CONTINUED ON NEXT PAGE \*\*\*\*\*

DATE: 2013/11/01  
TIME: 22:54  
P55T

**MANITOBA**  
**STATUS OF TITLE**

TITLE NO: 2690081/3

PAGE: 2

STATUS OF TITLE..... ACCEPTED  
ORIGINATING OFFICE... PORTAGE LA PRAIRIE  
REGISTERING OFFICE... PORTAGE LA PRAIRIE  
REGISTRATION DATE.... 2013/10/17  
COMPLETION DATE..... 2013/10/17  
PRODUCED FOR... CHRISTIANSON LAW  
ADDRESS..... BOX 940  
PORTAGE LA PRAIRIE, MB. R1N 3C  
CLIENT FILE... STEPHENSON -0119345/43961  
PRODUCED BY... SYSTEM for Series: 1164387/3

**ORIGINATING INSTRUMENT(S):**

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
1164053/3	T	2013/10/17	\$1,000,000.00	\$1,000,000.00
PRESENTED BY:	CHRISTIANSON LAW			
FROM:	CYRIL NOBLE STEPHENSON AND DOROTHY FAITH STEPHENSON			
TO:	5568626 MANITOBA LTD.			

**FROM TITLE NUMBER(S):**

2228879/3 ALL

**LAND INDEX:**

LOT	QUARTER SECTION	SECTION	TOWNSHIP	RANGE
	NE	17	10	12W
NOTE:	EXC RES			
	NW	17	10	12W
NOTE:	EXC RES			
	SE	17	10	12W
NOTE:	EXC WLY 900' OF WLY 340' PERP & M&M			

ACCEPTED THIS 17TH DAY OF OCTOBER, 2013  
BY G.WIESE FOR THE DISTRICT REGISTRAR OF  
THE LAND TITLES DISTRICT OF PORTAGE LA PRAIRIE.

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA  
STORAGE SYSTEM ON 2013/11/01 OF TITLE NUMBER 2690081/3.

\*\*\*\*\* END OF STATUS OF TITLE 2690081/3 \*\*\*\*\*

## **Appendices 5**

## Rick Pryor

---

**From:** Friesen, Chris (CWS) <Chris.Friesen@gov.mb.ca>  
**Sent:** April-24-14 11:04 AM  
**To:** 'Rick Pryor'  
**Subject:** RE: Endangered Species  
**Attachments:** Wiebe.xlsx

Rick

Thank you for your information request. I completed a search of the Manitoba Conservation Data Centre's rare species database and found no occurrences at this time for your area of interest (the land parcels you provided in the excel spreadsheet). Species of conservation concern that have been found near these parcels are listed in the attached document. The table includes scientific and common names, the provincial (SRank) rank for each species as well as MB Endangered Species and Ecosystem Act, COSEWIC and SARA designations. Further information on this ranking system can be found on our website at <http://www.gov.mb.ca/conservation/cdc/consranks.html> and these designations can be found at <http://web2.gov.mb.ca/laws/statutes/ccsm/e111e.php>, <http://www.cosewic.gc.ca/> and [http://www.sararegistry.gc.ca/default\\_e.cfm](http://www.sararegistry.gc.ca/default_e.cfm).

The information provided in this letter is based on existing data known to the Manitoba Conservation Data Centre at the time of the request. These data are dependent on the research and observations of CDC staff and others who have shared their data, and reflect our current state of knowledge. **An absence of data in any particular geographic area does not necessarily mean that species or ecological communities of concern are not present;** in many areas, comprehensive surveys have never been completed. Therefore, this information should be regarded neither as a final statement on the occurrence of any species of concern, nor as a substitute for on-site surveys for species as part of environmental assessments.

Because the Manitoba CDC's Biotics database is continually updated and because information requests are evaluated by type of action, any given response is only appropriate for its respective request. Please contact the Manitoba CDC for an update on this natural heritage information if more than six months pass before it is utilized.

Third party requests for products wholly or partially derived from Biotics must be approved by the Manitoba CDC before information is released. Once approved, the primary user will identify the Manitoba CDC as data contributors on any map or publication using Biotics data, as follows as: Data developed by the Manitoba Conservation Data Centre; Wildlife Branch, Manitoba Conservation and Water Stewardship.

**This letter is for information purposes only - it does not constitute consent or approval of the proposed project or activity, nor does it negate the need for any permits or approvals required by the Province of Manitoba.**

We would be interested in receiving a copy of the results of any field surveys that you may undertake, to update our database with the most current knowledge of the area.

If you have any questions or require further information please contact me directly at (204) 945-7747.

Chris Friesen



Biodiversity Information Manager  
Manitoba Conservation Data Centre  
204-945-7747  
[chris.friesen@gov.mb.ca](mailto:chris.friesen@gov.mb.ca)  
<http://www.gov.mb.ca/conservation/cdc/>

---

**From:** Rick Pryor [<mailto:rick@deltaag.ca>]  
**Sent:** April-17-14 9:15 AM  
**To:** Friesen, Chris (CWS)  
**Subject:** Endangered Species  
**Importance:** High

Hello Chris

I am working on an EAP for John P. Wiebe and Sons Ltd. of Macgregor, Manitoba. They are in the final stages of an irrigation project in the Sidney, Manitoba area specifically the Jackson Lake area. We need to know for the EAP if there any endangered species of plants and animals in the project area that they need to be concerned about. Would you be able to conduct a search in your database and let me know what you find. I have attached a list of the land locations.

Thanks

**Rick Pryor**  
Delta Ag Services  
Cell: 204-856-9902  
Office: 204-239-4825  
[rick@deltaag.ca](mailto:rick@deltaag.ca)

Table 2

**Endangered Species Near the Jackson Lake Project Area**

<b>Scientific Name</b>	<b>Common Name</b>	<b>S rank</b>	<b>ESEA</b>	<b>SARA</b>	<b>COSEWIC</b>
Melanerpes erythrocephalus	Red-headed Woodpecker	S2	Threatened	Threatened	Threatened
Cyperus schweinitzii	Schweinitz's Flat-sedge	S2			
Heterodon nasicus	Western Hognose Snake	S1S2	Threatened		
Hirundo rustica	Barn Swallow	S4			Threatened

## **Appendices 6**

## Rick Pryor

---

**From:** Janusz, Laureen R (CWS) <Laureen.Janusz@gov.mb.ca>  
**Sent:** April-18-14 7:02 PM  
**To:** Rick Pryor  
**Cc:** Bruederlin, Bruno (CWS)  
**Subject:** Fish Species - Jackson Lake  
**Attachments:** jackson lake FIHCS REQUEST.PDF

Hi Rick ,

Attached is the information we have in the Fisheries Inventory and Habitat Classification System for Jackson Lake. I also contacted the regional fisheries biologist and he provided the following information:

Jackson Lake's stocking history goes back to 1954 and the last time it was stocked was 2012 with 200 adult northern pike. It has also been stocked with yellow perch in the past in the late 1980. The lake is inhabited by northern pike, yellow perch and numerous small bodied fish.

We were wondering if the water withdrawal licence is for the far east of the lake and how much more water is been requested?

Please note regarding the FIHCS data that it comes from a number of sources and as such we cannot guarantee the species listed are 100% accurate. Also the species when entered are not linked to a location so the list includes everything reported to be found in the lake.

Have a good Easter weekend.

Laureen Janusz  
Fisheries Science and Fish Culture Section  
Fisheries Branch,  
Manitoba Conservation and Water Stewardship  
Box 20, 200 Saulteaux Crescent  
Winnipeg, MB R3J 3W3

Phone: 204.945.7789  
Cell: 204.793.1154  
Fax: 204.948-2308  
Email: [Laureen.Janusz@gov.mb.ca](mailto:Laureen.Janusz@gov.mb.ca)



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**From:** Rick Pryor [<mailto:rick@deltaag.ca>]  
**Sent:** April-17-14 9:22 AM  
**To:** Janusz, Laureen R (CWS)  
**Subject:** Fish Species

Hello Laureen

I am in the final stage of preparing an EAP for John P. Wiebe and Sons Ltd. of MacGregor, Manitoba. They have a license to remove water from Jackson Lake in the R.M. of North Norfolk near Sidney, Manitoba. The reason for the EAP is they would like to remove more water from the Lake as the towns of Austin and MacGregor no longer use it as a water source. Bruce Webb asked me to contact you for a list of fish species in Jackson Lake so as soon as you are able to provide that information for me I would greatly appreciate it.

Thanks

**Rick Pryor**  
Delta Ag Services  
Cell: 204-856-9902  
Office: 204-239-4825  
[rick@deltaag.ca](mailto:rick@deltaag.ca)

**FIHCS - Fisheries Inventory &  
Habitat Classification System**

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## Habitat Suitability

### Seasonal Habitat Suitability\*

All	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	None
Y													

\*The month(s) the waterbody is useable for fish Habitat (without human intervention)

## Habitat Classifications

Habitat Class	Class
Classification based on habitat rating	Class 3
Condition of the waterbody 5 years ago	Class 3
Intuitive classification of the waterbody	Class 3
Rating of the best waterbody in the same or adjacent watershed	Class 3

\*Winterkill probability=0.9.

## Resource Access

Resource	Distance (km)
Aircraft on Wheels	35
All Season Road	0
Electrical Power	2

## General Uses

General Use	Harvest Weight
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## Needed Improvements

Year	Improvements	Comments
2001	1987-Artificial spawning reef made of tires. In 1968, reservoir built which dammed squirrel creek.	
2007	1982 report by Newbury summarizes surface water data collected by the Prov. of MB during 1980 at 96 hydrometric stations. Includes water levels & discharge meas. obtained for flood forecasting, reservoir regulation, & specific surface water investigation.	

## BIOLOGY

### Presence

JOHNNY DARTER <i>Etheostoma nigrum</i>	Unknown
NORTHERN PKE <i>Esox lucius</i>	Unknown
WALLEYE <i>Stizostedion vitreum</i>	Extirpated
YELLOW PERCH <i>Perca flavescens</i>	Unknown

## Creel

Year	Species	Catch/Unit Effort*
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\*Catch/Unit Effort = Catch/Hour

## Water Chemistry

Code	Samples	Low	High	Average	MSWQO LO	MSWQO HI	CWQG LO	CWQG HI
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Sample Dates:

MSWQO = Manitoba Surface Water Quality Objectives  
CWQG = Canadian Water Quality Guidelines

**Lake Morphology**

Survey Date	1963-06-01
Lake Area (ha)	72.20
Maximum Depth (m)	8.10
Mean Depth (m)	2.60
Volume (cu.m. X 10E6)	1.854
Shoreline Length (km)	
Island Shore Length (km)	
Total Shoreline Length (km)	
Shoreline Development Index	
Lake Elevation ASL (m)	

**Summer Temperature**

Date	Max Temp °C	Thermocline Present	Thermocline Depth (m)	Max Temp Below Thermocline °C
1982-06-24	18.00			

**Stream Morphology**

Date:

Stream Length (km):

Drainage Area (km2):

Highest Stream Order:

Average Bankfull Width (m):

Average Bankfull Depth (m):

QBF (m3/sec):

Present n:

Average Slope (%):

Pool Slope (%):

Mean Substrate Diameter (m):

Present Discharge (m3/sec):

Average Width (m):

Average Depth (m):

Average Velocity (m/sec):

Gauge Station:

TBF:

Estimated n:

Riffle Slope:

**Dissolved Oxygen**

Date	# Stations	HI (ppm)	Low (ppm)	Average (ppm)	Conductivity (u/mhos)	Temp °C	Ph Level
1978-03-24				0.20			
1977-03-08				0.70			
1961-02-10				0.10			
1959-02-27				0.10			



## Land Use

Broad Class	Sub Class	Class Number*
Agriculture	Farming (general)	1
Recreation	Campgrounds	1
Transportation and Transmission	All Season Roads	1
Water Development and Control	Stream/River Regulation	2
Water Development and Control	Water Supply Impoundments	3

\* Class number is based on the Classes of Development Regulation, under Chapter 26 (Bill 26) of the Manitoba Environment Act.

## Habitat Conditions

Habitat Parameter	Limiting Factor	Weight	Probable Source	Weight
USABLE HABITAT	Food	2	Unknown	2

### Weight

1 = Minor Concern

2 = Major Concern

## Literature

### Citation

Howard, B. 1990. Personal Communication. Western Region of Manitoba Department of Natural Resources, Fisheries Branch, Brandon.

Inland Waters Directorate, 1988. Historical Streamflow Summary Manitoba to 1987. Water Survey of Canada, Environment Canada, Ottawa.

Manitoba Dept. of Nat. Res. Fish. Br. 1990. Files. Brandon, MB.

McLeod, J.A., and D.R. Moir. 1945. Report of a biological investigation of an unnamed lake S.E. of Sidney, July 24, 1945. Man. Dept. Nat. Res. Blue cover Rept.

Newbury, R. 1982. Manitoba Department of Natural Resources, Water Resources Branch. Surface Water Data 1980. A report prepared by Hydrology Section.

### Key Words

BIOLOGY  
HABITAT  
LAND USE  
QUANTITATIVE  
RESOURCE USE

HYDROLOGY  
QUANTITATIVE

BIOLOGY  
CHEMISTRY  
QUANTITATIVE  
QUANTITATIVE  
MORPHOLOGY  
FISHING-SPORT

QUANTITATIVE  
BIOLOGY

CHEMISTRY  
HYDROLOGY

**Waterbody: Jackson Lake**

**Provincial Waterbody Id #**  
2543.00

**Watershed**  
5LLD

**Region**  
Western

**District**  
Carberry

**Map Sheet**  
62G14

**Latitude:** 49 52 2

**Longitude:** 99 2 18

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## Figures and Tables

Table 1

**J.P. Wiebe Ltd. Land Ownership**

<b>Legal Land Location</b>	<b>Municipality</b>	<b>Ownership</b>	<b>Field ID</b>
NE 15-10-12W	North Norfolk	Own	AM1
NW 15-10-12W	North Norfolk	Own	AM2
SW 15-10-12W	North Norfolk	Own	W1
SE 15-10-12W	North Norfolk	Own	W2
NW 11-10-12W	North Norfolk	Own	W3
NE 12-10-12W	North Norfolk	Own	W4
NW 17-10-12W	North Norfolk	Own	W5
SE 17-10-12W	North Norfolk	Rented	W6 & 7
NE 21-10-12W	North Norfolk	Rented	W8
SW 27-10-12W	North Norfolk	Own	W9
NW 27-10-12W	North Norfolk	Own	W10
NE 17-10-12W	North Norfolk	Rented	W11



**Delta Ag Services**  
**JP Wiebe**  
**Jackson Lake Irrigation**

**Figure 1**

Irrigation Pivots

**Delta Ag**  
SERVICES



**Delta Ag Services**  
**JP Wiebe**

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# J. P. Wiebe Ltd - Jackson Lake Irrigation Project



**Figure 3**

*Prepared by: Delta Ag Services*





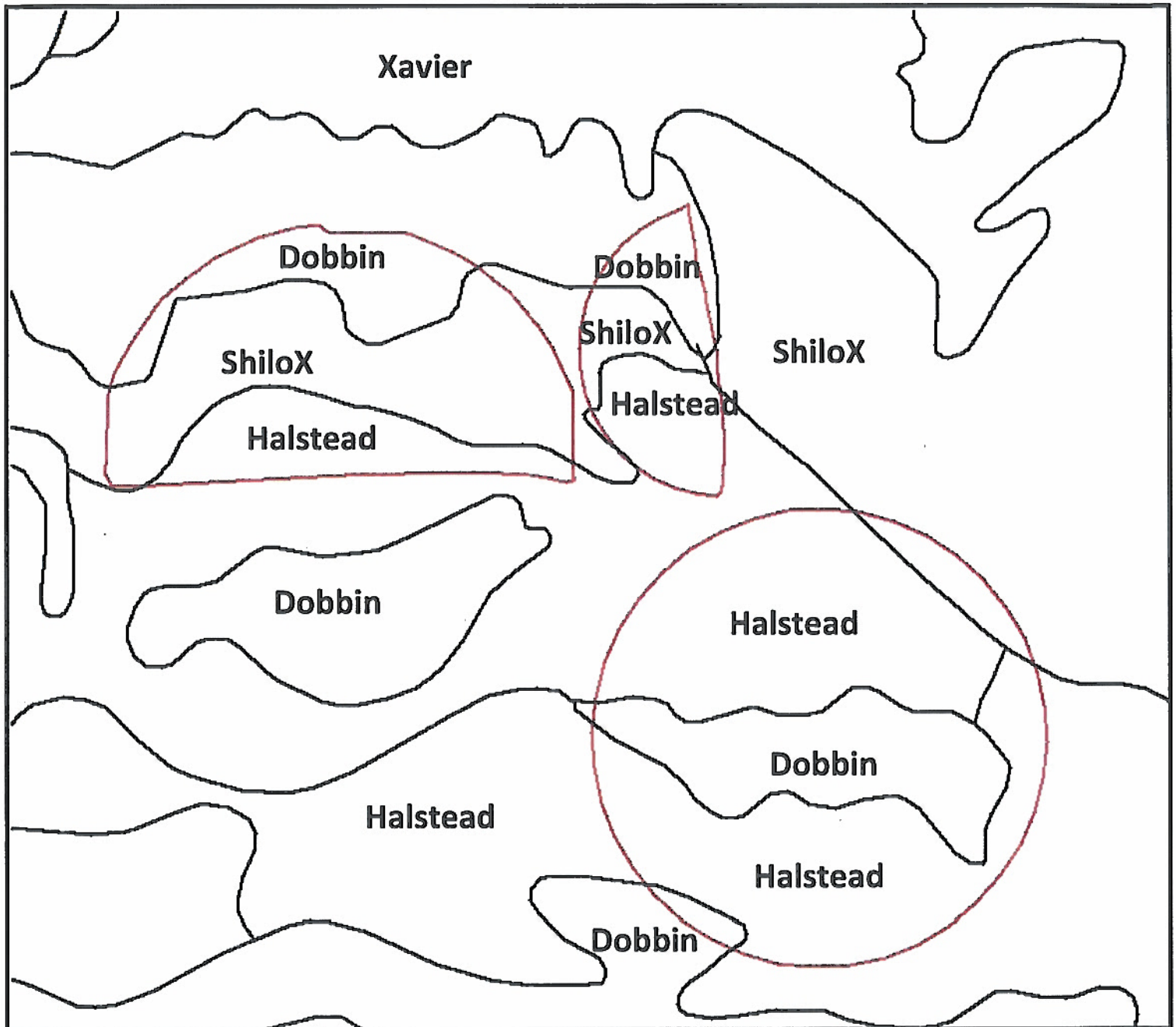


**Delta Air Services**



# Soil Types

## 17-10-12 W1



**Figure 5B**

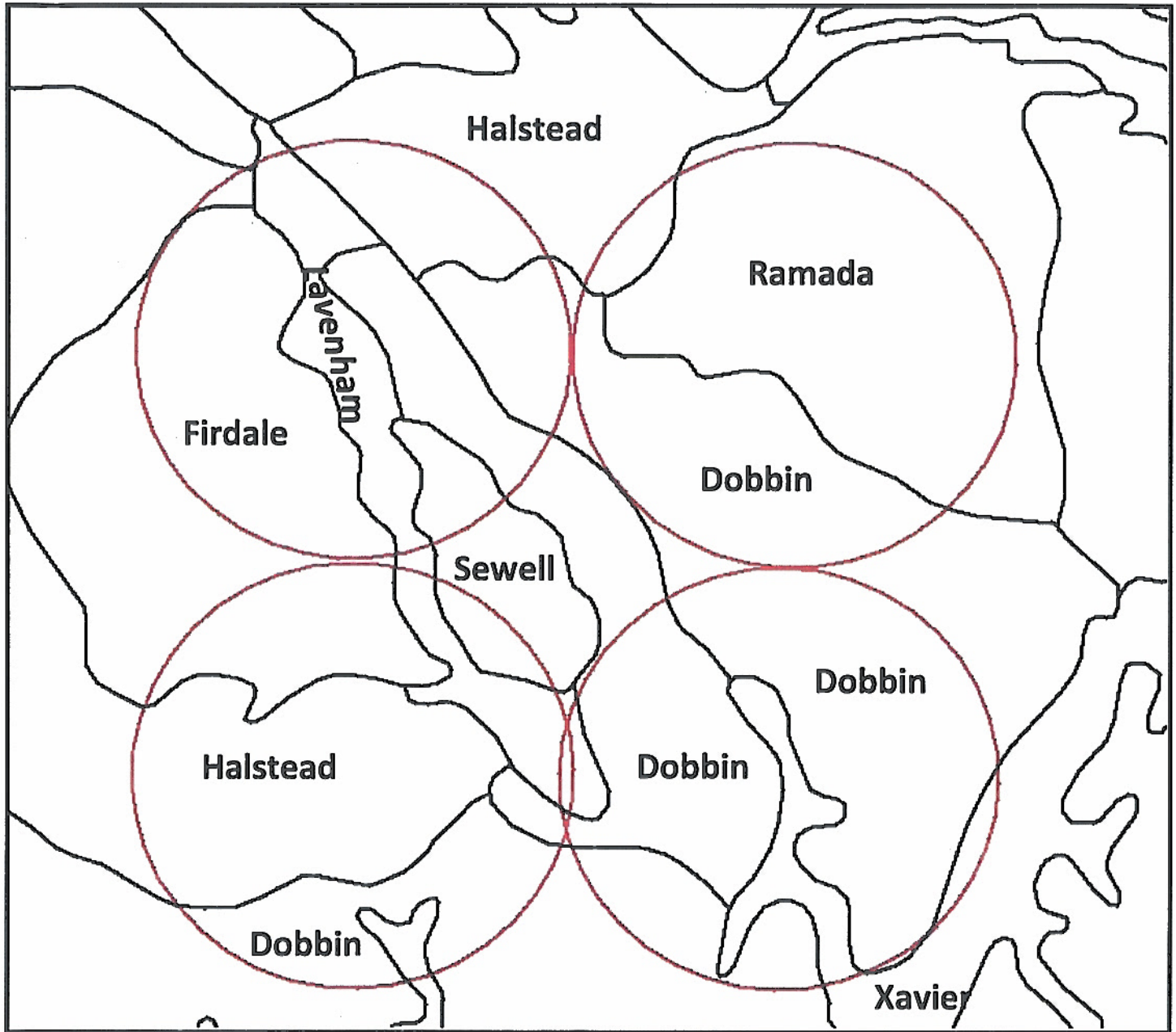
**Source:**

*Manitoba Land Initiative*

**Prepared by:**

*Delta Ag Services Ltd.*

# Soil Types 15-10-12 W1



**Figure 5C**

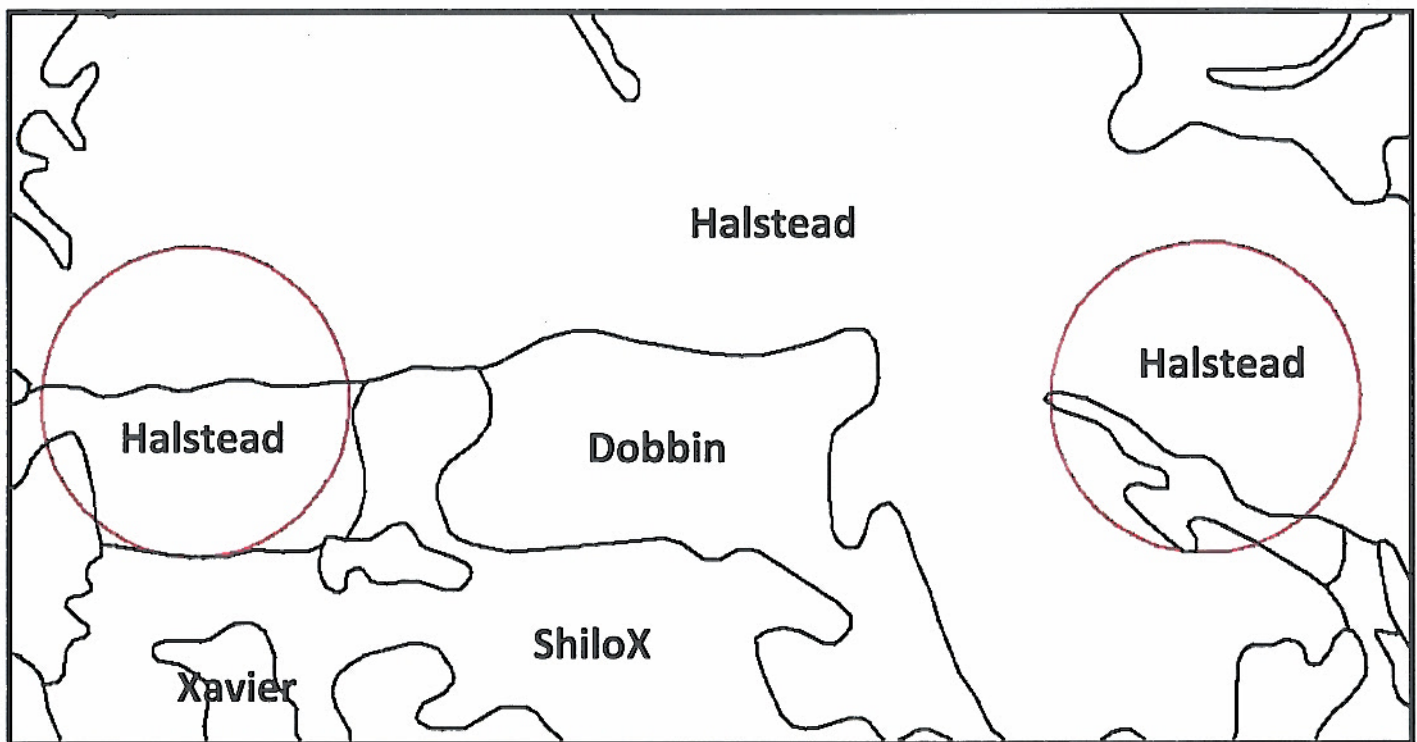
**Source:**

*Manitoba Land Initiative*

**Prepared by:**

*Delta Ag Services Ltd.*

**Soil Types**  
**11-10-12 W1**  
**12-10-12 W1**



**Figure 5D**

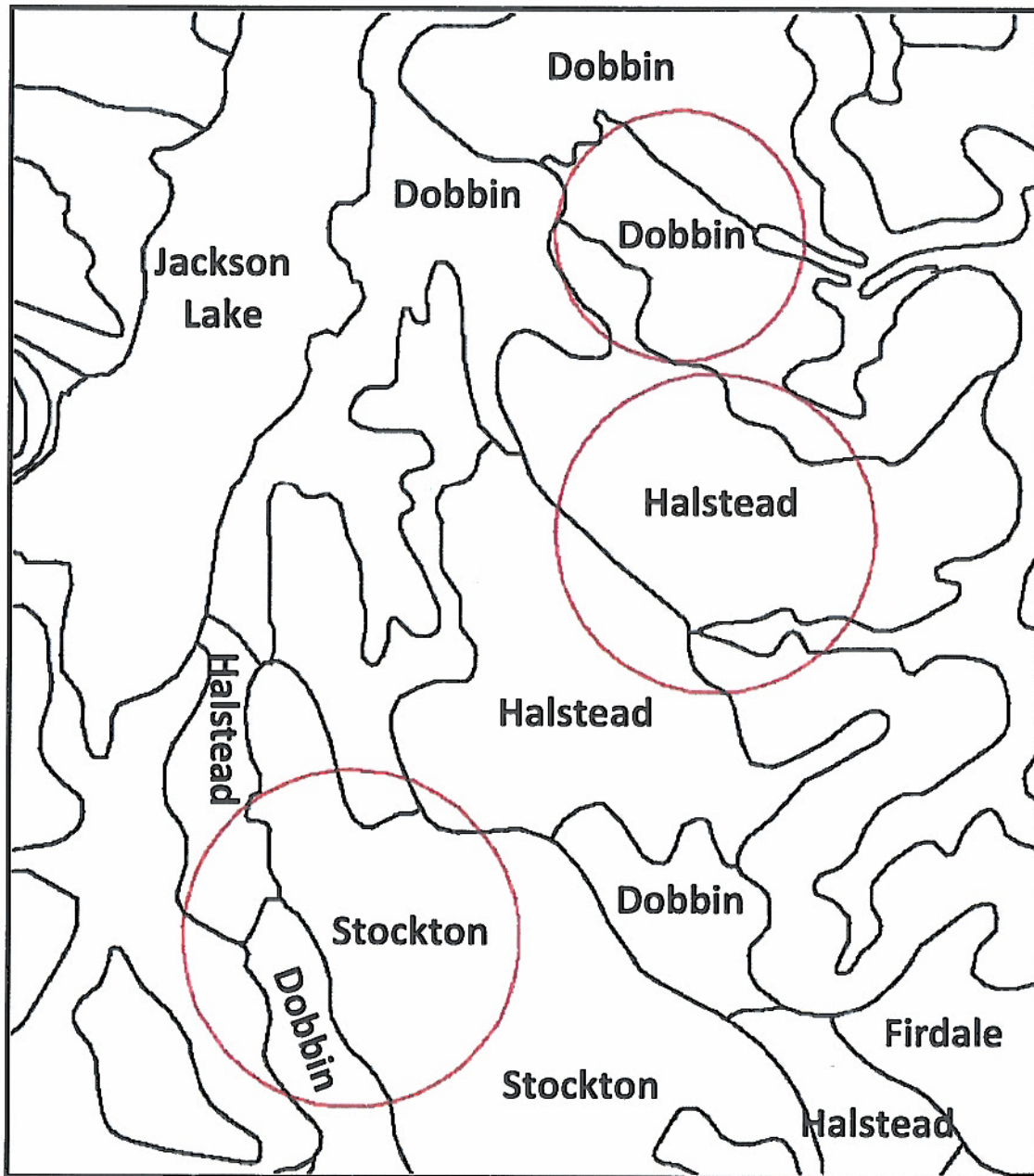
**Source:**

*Manitoba Land Initiative*

**Prepared by:**

*Delta Ag Services Ltd.*

**Soil Types**  
**W ½ 27-10-12 W1**  
**NE 21-10-12 W1**



**Figure 5E**

**Source:**

*Manitoba Land Initiative*

**Prepared by:**

*Delta Ag Services Ltd.*



