

Easement Policy- Agricultural Crown Land

August 2020

A. Purpose

This policy describes the terms and conditions associated with applications for easement agreements on land for the construction, laying down, maintenance, operation, installation, erection, above or underground of oil, gas, water, and sewage pipelines, utility lines, and associated structures.

B. Definitions

1. For the purposes of this policy, the following definitions apply:
 - **Grantee:** person or corporation applying for the easement agreement.
 - **Agricultural Lessee/Permittee:** person or corporation granted the right of occupancy of the surface of the land under an agreement issued by Lands Branch.

C. Authority

1. Subsection 2-6(1)(d) of The Provincial Lands Act, 2016 and subsection 4-4(1) of *The Provincial Lands (Agriculture) Regulations* provides the authority for Lands Branch to issue easement agreements.

D. General

1. Unless a contrary intention appears therein, an easement agreement:
 - Runs in perpetuity or until terminated by mutual agreement between the grantee and Lands Branch;
 - Is subject to a one-time set-up fee of \$200.00, as per Table 3 in the Appendix of *The Provincial Lands (Agriculture) Regulations*;
 - May provide access rights to the grantee at any time for activities necessary or incidental to the operation of the pipeline/utility line/structures;
 - Requires the grantee to compensate Lands Branch and/or the agricultural lessee/permittee for damage to buildings, crops, fences, livestock or other goods; and
 - Does not transfer the rights to mines, minerals, or water on or under the right-of-way to the grantee.

2. The grantee shall:
 - Provide Lands Branch with an acceptable survey showing the placement of the easement and a plan for restoration;
 - In the case of a pipeline, bury pipes a minimum of 46 cm (18 inches), unless otherwise directed;
 - Where required, identify surface structures with a visible marker to eliminate damage to machinery, equipment and vehicles;
 - On native prairie, restore the site to an acceptable condition upon completion of the work, as per a restoration plan that follows the guidelines and procedures outlined in Restoration of Saskatchewan's Agricultural Crown Rangelands. On cultivated lands the grantee and agricultural lessee/permittee shall develop a restoration plan to the satisfaction of Lands Branch;
 - Be responsible for the costs of removal of all pipes, poles, wires, anchors, manholes and other related fixtures when the easement is no longer used, and shall ensure the site is restored to an acceptable condition upon completion of work, according to the restoration plan;
 - Control weeds as outlined in the restoration plan; and
 - Provide a performance bond where required.
3. The will address valid operational concerns through mediation and interest based discussions, where disputes between the grantee and agricultural lessee/permittee occur.
4. The grantee will comply with all relevant legislation including, but not limited to:
 - *The Provincial Lands Act, 2016;*
 - *The Wildlife Habitat Protection Act;*
 - *The Wildlife Act, 1998;*
 - *The Saskatchewan Water Corporation Act;*
 - *The Water Security Agency Act;*
 - *The Watershed Associations Act;*
 - *The Irrigation Act, 1996;*
 - *The Fisheries Act (Saskatchewan), 1994;*
 - *Navigable Waters Protection Act;*
 - *The Conservation and Development Act;*
 - *The Crown Minerals Act;*
 - *The Environmental Management and Protection Act, 2010;*
 - *The Forest Resources Management Act;*
 - *The Wildfire Act;*
 - *The Planning and Development Act, 2007;*
 - *Canadian Energy Regulator Act; The Pipelines Act, 1998;* and
 - associated regulations.

E. Easement Types

1. Oil, gas, water and sewage lines

- **Fees**

- On cultivated and pasture lands the grantee pays easement and temporary workspace fees to Lands Branch according to Tables 1 and 3 in the Appendix of *The Provincial Lands (Agriculture) Regulations*.
- Lands Branch will pay 10 per cent of the easement and temporary workspace fee, excluding the disposition fee, to the agricultural lessee where oil and gas pipeline easements are issued;
- A municipality or public utility company will not pay fees to Lands Branch according to Table 3, Item 7 in the Appendix of *The Provincial Lands (Agriculture) Regulations* for water, sewage or natural gas pipelines that serves a primary producer, defined as: a hamlet, village or town with a population of less than 1000; a farm; or acreage; and
- A grantee does not have to pay fees to Lands Branch for a flow line installed within the access road area of a surface lease unless a separate easement agreement is requested by the grantee.

- **Placement of structures**

- An oil, gas, water or sewage pipeline easement agreement does not provide rights for the construction or placement of structures such as power or telephone lines, reservoirs, or tanks and tank batteries on the subject easement unless specifically allowed for in the agreement.

- **Canada Energy Regulator Pipelines**

- An interprovincial pipeline, subject to the *Canadian Energy Regulator Act*, pays easement and temporary workspace fees to Lands Branch pursuant to the *Canadian Energy Regulator Act*. In the event where Lands Branch and the pipeline company are unable to negotiate fees, either party may seek assistance from the Minister of Natural Resources Canada, in accordance with Sections 88-103 of the *Canadian Energy Regulator Act*;
- Lands Branch will pay 10 per cent of the easement and temporary workspace fee, excluding the disposition fee, to the agricultural lessee where oil and gas pipeline easements are issued;
- In the year of disturbance, the lessee will not be charged rent on the quarter section where construction within the easement and temporary workspace is taking place;
- On pasture land no rent will be charged on the area within the easement and temporary workspace for an additional six years; and
- On cultivated land no rent will be charged on the area within the easement and temporary workspace for an additional three years.

- **Canada Energy Regulator Integrity Digs**
 - The grantee will make a one time payment to Lands Branch at the same rate as paid on deeded lands;
 - Payment for temporary work space or additional access required, will be the same rate as paid on deeded land;
 - Lands Branch will share 10 per cent of any payments for temporary work space with the agricultural lessee; and
 - The grantee will pay all crop loss and damages to the agricultural lessee.

2. Power lines

- Lands Branch signs SaskPower’s easement agreements therefore the disposition fee is not charged.
- The easement and temporary workspace fees are set out in Table 3, item 7 in the Appendix of *The Provincial Lands (Agriculture) Regulations*.
- SaskPower will pay 10 per cent of the easement and temporary workspace fees to the agricultural lessee where a transmission line is placed or where an oil and gas company places a power line..

3. Telecommunication lines

- Lands Branch signs SaskTel’s easement agreements therefore the disposition fee is not charged.
- The easement and temporary workspace fees are set out in Table 3, item 7 in the Appendix of *The Provincial Lands (Agriculture) Regulations*.
- Lands Branch will pay 10 per cent of the easement and temporary workspace fee to the agricultural lessee where a transmission line is placed.

4. Works and projects carried out by Water Security Agency (WSA) (i.e. conservation and development ditches)

- Fees paid to Lands Branch are negotiated between WSA and Lands Branch.
- For works designed by WSA but owned by a Conservation and Development Area Authority or Watershed Association, fees will be negotiated directly with these local authorities.

For more information, visit saskatchewan.ca/crownlands or contact your local regional office found here saskatchewan.ca/ag-regional-offices or listed below.

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