

LAND TENDER INFORMATION PACKAGE

RM of Big Stick No. 141

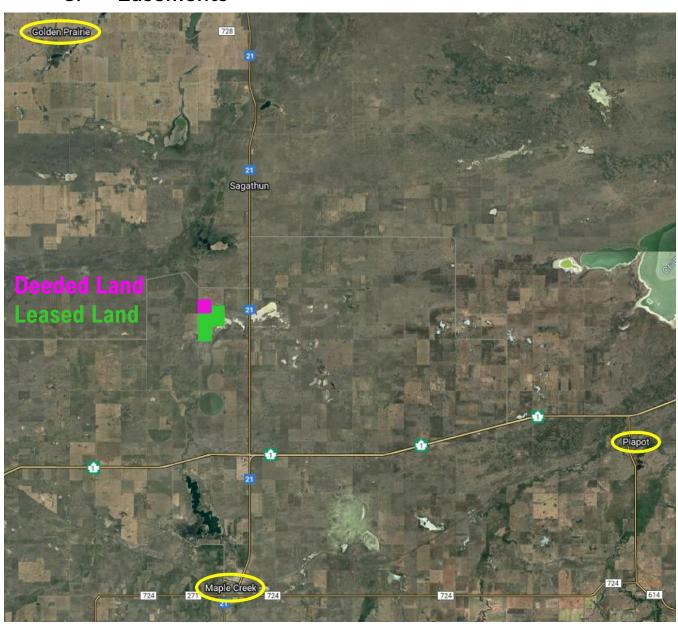
North of Maple Creek, SK Terry Major Estate

Closing: April 3rd, 2025

Our File No. 35971-002F

CONTENTS

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LAND FOR SALE & LEASE - RM OF BIG STICK NO. 141

Owner: Terry Major Estate North of Maple Creek, SK

Deeded Land Description	Assessed Value	Total Acres	Cult. Acres
LSD 3-09-13-26-3 Ext 30	\$61,400	39.98	79
LSD 6-09-13-26-3 Ext 31	\$61,400	39.90	79
LSD 4-09-13-26-3 Ext 33	\$59,800	39.99	77
LSD 5-09-13-26-3 Ext 34	\$59,600	39.91	//
TOTALS:	\$121,200	159.78	156

Agriculture Lease #165091								
Leased Land Description Assessed Value Total Acres Native Gras								
Blk/Par B-Plan 101605924 Ext 28	\$19,100	80.03	53					
NW 04-13-26 W3 Ext 0	\$39,300	160.52	109					
NE 04-13-26 W3 Ext 0	\$24,100	160.29	65					
SW 04-13-26 W3 Ext 0	161.21	137						
тот	562.05	364						

AGRICULTURAL LEASE #165091 (Expires December 31, 2025):

Tender must be eligible for assignment of lease and a condition is: must acquire the deeded land in order to be eligible. Call the Ministry of Agriculture, Lands Branch @ 306-778-8957 to determine eligibility.

Deeded Land: Canadian Natural Resources Limited annual Surface Lease payment of \$3,187.00.

CONDITIONS:

- 1) Tenders must be submitted to the law firm, Anderson & Company, by 12:00 o'clock noon, the **3rd day of April 2025**;
- 2) Highest or any tender not necessarily accepted;
- 3) A cheque for the amount of **3%** of the amount of bid must accompany the bid (cheques will be returned to unsuccessful bidders);
- 4) All deeded Lands and Agricultural Lease #165091 will be **sold as one parcel only**, subject to lease assignment eligibility;
- 5) Tenders must rely on their own research and inspection of the property and confirm acres, assessments and other particulars;
- Tenders must also contact the Ministry of Agriculture and confirm eligibility for assignment of lease;
- 7) Surface lease revenue will not be adjusted and the Owner will retain all payments received up to the closing date;
- 8) No tenders subject to financing or other conditions will be accepted;
- 9) Tenders will not be called to the office of the undersigned to finalize the sale;
- 10) Land offered for sale and lease **as is** and **where is**. There are no warranties or representations of the Vendors expressed or implied;
- 11) The successful Tender shall be required, following the last tender, to enter into the Offer to Purchase Agreement, attached in Content #7;
- 12) In the event the Purchaser fails to pay the balance of the purchase price on or before the 23rd day of April 2025 (the "Closing Date"), the deposit equivalent to three (3%) percent of the final tender, shall be forfeited absolutely to the registered owner as liquidated damages or alternatively, with consent of owner pay interest on balance to close at the rate of 6% per annum from Closing Date;

- 13) No possession shall be granted until the balance of the purchase price has been paid absolutely and unconditionally, or written agreement allowing early possession to commence spring work and applications;
- 14) The registered owner shall pay the costs for the preparation of the Transfer Authorization and lease assignment;
- 15) The Purchaser shall pay all Land Titles costs for the registration of the Transfer Authorization at ISC; The Purchaser shall be responsible for his/her own Solicitor costs;
- 16) The Purchaser, in addition to the offer price, shall also pay GST, if applicable. The Purchaser must provide the registered owner with a Certificate as to the GST registration otherwise, the Purchaser shall be required to pay the Vendor, GST equivalent to five (5%) percent of the purchase price;
- 17) The Owner shall pay taxes to **December 31, 2024**. The Purchaser is responsible for 2025 taxes on deeded and leased lands.

Forward bids and inquiries to:

MORRIS A. FROSLIE, ANDERSON & COMPANY BARRISTERS & SOLICITORS 51 – 1st Ave NW, P.O. BOX 610 SWIFT CURRENT SK S9H 3W4 PHONE: (306) 773-2891

MFroslie@andlaw.ca
File No. 35971-002F

Tender for Purchase & Lease Form

1. I/We, the undersigned, hereby offer and undertake on the acceptance of this tender to **purchase and lease** in accordance with the terms and conditions in the Tender Advertisement and attached Offer to Purchase Agreement the following land at the Bid Amount:

TERRY MAJOR ESTATE							
<u>Legal Description</u>	Bid Amount						
Deeded Land: LSD 3-09-13-26-3 Ext 30 LSD 6-09-13-26-3 Ext 31 LSD 4-09-13-26-3 Ext 33							
LSD 5-09-13-26-3 Ext 34 AG Lease #165091 Blk/Par B-Plan 101605924 Ext 28 NW 04-13-26 W3 Ext 0 NE 04-13-26 W3 Ext 0 SW 04-13-26 W3 Ext 0							
TOTAL BID AMOUNT:	\$						

- 2. I/We, the undersigned, attach a cheque in the amount of \$_____ as a **3% deposit** for the above purchase price, and understand that the said cheque will be returned if the tender contained herein is not accepted by the Seller.
- 3. I/We, the undersigned, certify that the below contact information is correct, and hereby authorize the Seller's solicitors, Anderson & Company, to use the same to contact us after the tender deadline of <u>April</u> 3, 2025, at 12:00 noon regarding the acceptance/decline of our offer.

Date	Signature of Tenderer
Name of Corporation:	Print Name of Tenderer:
Address:	
	Mobile #:
File No. 35971-002F/bw	Email:

Click Here to Open the Bid Form in a New Tab

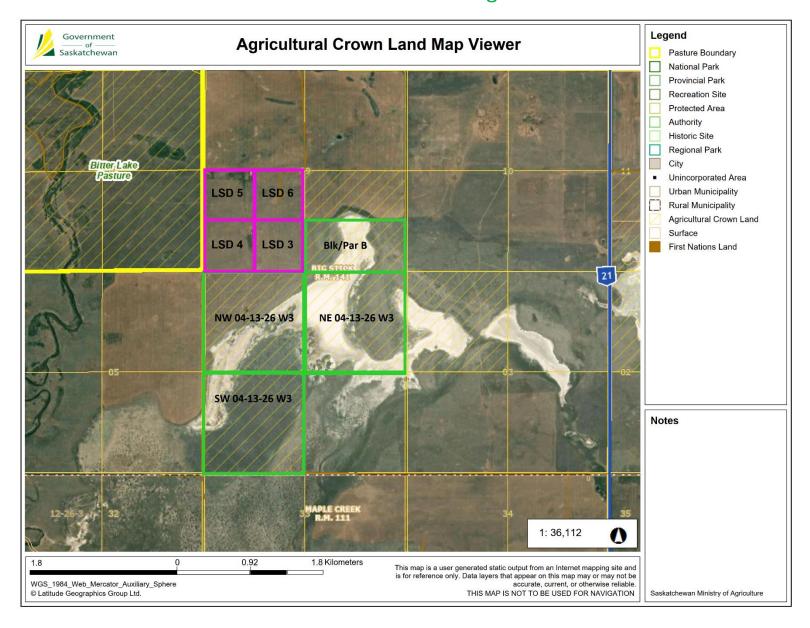
RM of Big Stick No. 141 – 2022 Map

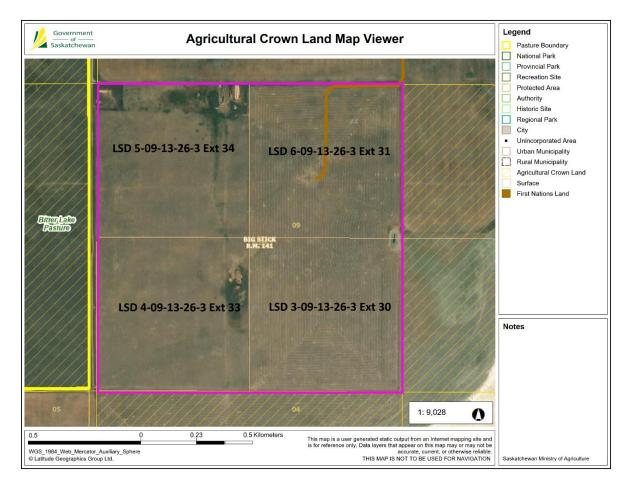
Pink is Deeded Lands Green is Ag Lease #165091

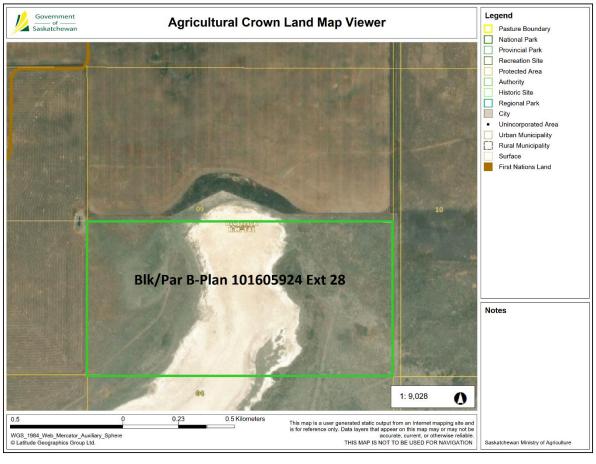
AMMER FARMS LTD. & GREG HAMMER		DIC	ormov l	_	0	1	GLENN & LYNNETTE	GLENN &	®SSELL	RUSSELL	ROSS &	MARTIN RANCH I
HOLDINGS	36900	BIG 58600	58600	58600	1600	32600	FEIL 64200	FEIL 81800	COLTD. GOOOD	LTD. 53000	MARTIN 77800	LTD. 53000
IAMMER OF 2						45000BIG	DOUGLAS	DOUGLAS	ROSS &	ROSS &	ROSS &	ROSS &
SWS TIDE SOE S	CON	IMUNI	TY PAS	A	/"	STICK PASTURE CORP	WILSON	WILSON	ROY MARTIN	ROY MARTIN	ROY MARTIN	ROY MARTIN
23000 日本2223	54400	58600	69800	73300	53000	36100	DOUGLAS	53000 DOUGLAS	94400 ROSS &	98500 ROSS &	ROSS &	53000 ROSS &
PERRY AMMER TANAMER TA	10					DOUGLAS WILSON	WILSON	WILSON	ROY MARTIN	ROY MARTIN	ROY MARTIN	ROY MARTIN
87240 PERR FAMMIN 159900 STEWN	69800	69800	58600	75400	53000	80500	60400	53000	92000	101300	53000	67600
DOUG DOUG	S, A, C, M.		EDWARD &	MARGARET WILSON	DOUGLAS	DOUGLAS	DOUGLAS WILSON	DOUGLAS WILSON	ROSS &	MARTIN 100 RANCH UD. ROSS &	PANDEUZON	ED SANDERSON
WENDY & WENDY UCULAK HUCULAK	HUCULAK	HUCULAK	DALYCE HAMMER	41400 DOUGLAS WILSON	WILSON		52400	53000	MARTIN 89700	ROY MARTIN	LTD. 59200	RANCHING LTD. 53000
130400 36 112000 L. LYNN HESKETH	64200 1 S. A. C. M.I		113300 DOUGLAS	2DOUGLAS	45100 3 DOUGLAS	3 DOUGLAS	DOUGLAS I		ROSS &	5 52000 ROSS &	FD 3	6 ED
& GEORGE OPSAL	D. W & J HUCULAK	D. W & J HUCULAK	WILSON	WILSON 16000 MARGARET	WILSON	WILSON	WILSON	WILSON	ROY MARTIN	ROY MARTIN	RANCHING LTD.	RANCHING LTD.
159100 156300 DOUG DOUG	64200	64200	99800	WILSON 34200	38600	69600	53000	53000	53000	53000	107000 ED	90000 ED
UCULAK HUCULAK WENDY & WENDY	DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS WILSON	WILSON	WILSON	DOUGLAS WILSON	DOUGLAS WILSON	GLEN PURVÉS	GLEN PURVÉS	RANCHING	RANCHING
140000 144300	147300	85100	58700	47500	48100	79000	110100	110700	78300 ———————————————————————————————————	114400	117600 2	117600 5
DOUG 25 IUCULAK EDWARD & DALYCE	DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS	DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS WILSON	GLEN PURVES	GLEN PURVES	COLIN	ED SANDERSON RANCHING
IUCULAK HAMMER	58600	58600	55200	16900	53100	60500	64000	6800	52700	53000	52700	LTD. 52700
110100	DOUGLAS	DOUGLÆ	0		DOUGLAS	DOUGLAS	DOUGLAS	Ø OUGLAS	DOUGLAS	DOUGLAS	DOUGLAS	DOUGLAS
	WILSON	WILSON	10	2	WILSON	WILSON TLLE LAKE	WILSON	WILSON	WILSON	WILSON	WILSON	WILSON
58600 57900	54100	52500	47500	0 47500	8900	1 10000	29500	53000 C 2 DOUGLAS	53000 DOUGLAS	52700 .3 DOUGLAS	52700 DOUGLAS	52700 4 DOUGLAS
	WILSON	WILSON	~	-	DOUGLAS WILSON	WILSON	DOUGLAS WILSON	WILSON	WILSON	WILSON	WILSON	WILSON
58600 54800	47500	97500	47500	47500	40700	42400	51700	52700	52700	53000	52700	52700
	~	\sim	115300		DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS WILSON	DOUGLAS WILSON	MIKE SEMENOK	MIKE SEMENOK	MIKE SEMENOK	NANCY FREY & NANCY
56300 53000	57800	168900	2	4200	53000	53000	98300	82700 5	88400	97400	101900	106900
13					DOUGLAS WILSON	DOUGLAS WILSON	DAVID KEAYS	DAVID KEAYS	DAVID KEAYS	DAVID KEAYS	NANCY FREY & NANCY	NANCY FREY & NANCY
53000 53000	64200	64200	64200	64200	53000	53000	98400	89100	88300	95200	FREY 105200	FREY •89100
3222					FITTERER	FITTERER	DAVID	DAVID	DAVID	NANCY	DAVID	NANCY
			7	6		FARMS LTD.	KEAYS	KEAYS	KEAYS	FRÉY & NANCY FREY	KEAYS	FREY & NANCY FREY
53000 53000	55800	58600	64200	64200	95000	91200 FITTERER		97400 O	100.000	53000 1		92100 2 NANCY
					MAJOR 47500 TERRY MAJOR	FARMS LTD.	DAVID KEAYS	DAVID KEAYS		AYS 45014	KEAYS	FREY & NANCY
52900 50400	53000	53000	61600	64200	H ALTH AG	MAJOR 13100	81800	88400	70800	LAK 16600	56900	FREY 86000
WATSON WATSON CATTLE CATTLE	DOUGLAS	WATSON CATTLE	GORDON FORD &	FITTERER FARMS LTD.	TERRY MAJOR	TERRY MAJOR		DAVID KEAYS	DAVID KEAYS	DAVID KEAYS	DAVID KEAYS	NANCY FREY & NANCY
4.C. LTD. M.C. LTD. 82300 101000	FURGESON 55800	M.C. LTD. 53000	HEDGES	91400	24000	14500		31800	31200	81600	40200	FREY 90100
WATSON WATSON	DOUGLAS	WATSON	WATSON	FITTERER	TERRY MAJOR	DAVID KEAYS	DAVID KEAYS	3 — DAVID KEAYS	DAVID KEAYS	2 ———— Marion Gold	MARION GOLD	MARION GOLD
CATTLE CATTLE M.C. LTD.	SHANNON FURGESON	M.C. LTD.	M.C. LTD.	100500	33700	15500	93800	99700	51 700	85900	48200	70100
85000 88900	53000	61900	733000	100300	33700			33700	DARRYL COLD			
	1					RGE	. 26					

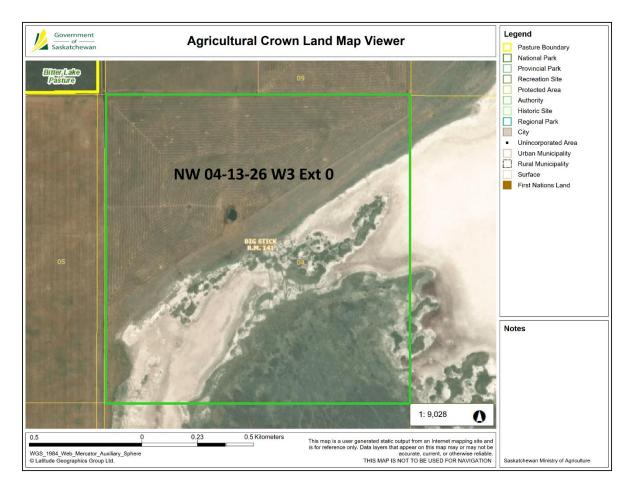
Satellite Images

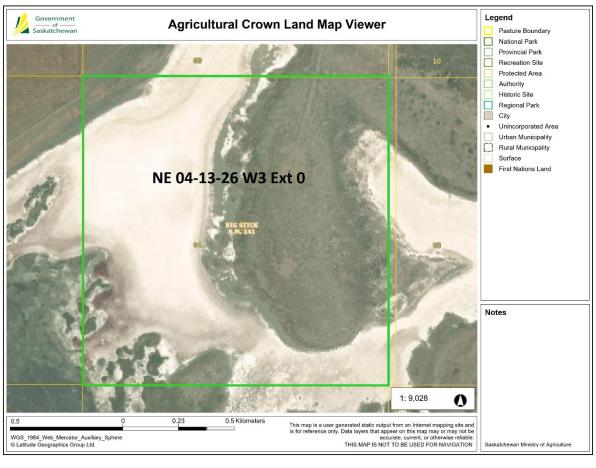
Pink is Deeded Lands Green is Ag Lease #165091

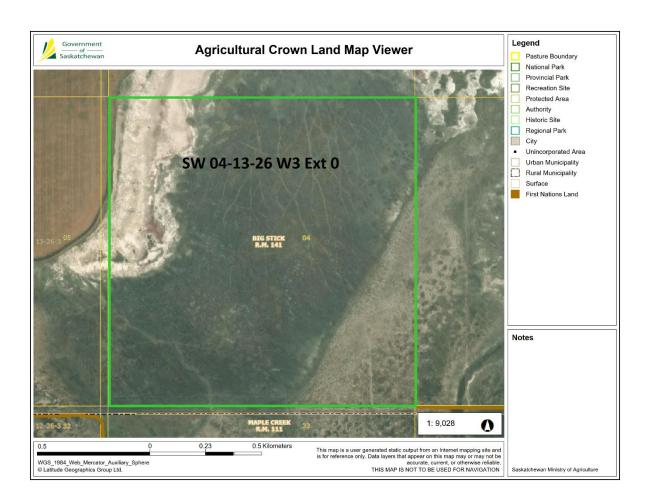












SAMA Reports

Deeded Land

Data Source: SAMAVIEW

Print Date: 14-Feb-2025 **Property Report** Page 1 of 1 **Municipality Name:** RM OF BIG STICK (RM) Assessment ID Number : 141-000209400 PID: 1551969 Civic Address: 01-Jun-2023 80.00 Title Acres: Reviewed: Legal Location: Qtr PT SW Sec 09 Tp 13 Rg 26 W 3 Sup 00 School Division: 211 Change Reason: Reinspection Supplementary: LSD 3 & 6 Neighbourhood: 141-100 Year / Frozen ID: 2024/-32560 Overall PUSE: 2000 Predom Code: Method in Use: C.A.M.A. - Cost Call Back Year:

AGRICULTURAL ARABLE LAND

MANAGEMENT AGENCY

Productivity Determining Factors Economic and Physical Factors Rating 79.00 K - [CULTIVATED] Soil assocation 1 BY - [BIRSAY] Topography T2 - Gentle Slopes \$/ACRE 776.40 Soil texture 1 FL - [FINE SANDY LOAM] Stones (qualities) S1 - None to Few OR8 - [CHERN-ORTH (CA 7-9)] Soil profile 1 Soil assocation 2 HT - [HATTON] Soil texture 3 SL - [SANDY LOAM] Soil texture 4 Soil profile 2 OR10 - [CHERN-ORTH (CA 9-12)] Top soil depth

AGRICULTURAL WASTE LAND

Acres Waste Type

1 WASTE SLOUGH HAY

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$61,400		1	Other Agricultural	55%	\$33,770	_			Taxable
Total of Assessed Value	es: \$61,400			Total of Ta	xable/Exempt Values:	\$33,770				

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Property Report Print Date: 14-Feb-2025 Page 1 of 1

Municipality Name: RM OF BIG STICK (RM)

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY

Civic Address:

Legal Location: Qtr SW Sec 09 Tp 13 Rg 26 W 3 Sup 01

Supplementary: LSD 4 & 5

Assessment ID Number : 141-000209401

> Title Acres: 80.00 School Division: 211 Neighbourhood: 141-100

> > T2 - Gentle Slopes

Overall PUSE: 2000

Stones (qualities) S1 - None to Few

Call Back Year:

Economic and Physical Factors

Topography

Reviewed: Change Reason: Year / Frozen ID:

01-Jun-2023 Reinspection 2024/-32560

PID: 300064821

Rating

\$/ACRE

Data Source: SAMAVIEW

Final

776.40

28.91

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Land Use 77.00 K - [CULTIVATED]

Productivity Determining Factors Soil assocation 1 BY - [BIRSAY]

FL - [FINE SANDY LOAM] Soil texture 1 OR8 - [CHERN-ORTH (CA 7-9)] Soil profile 1 Soil assocation 2 HT - [HATTON]

Soil texture 3 Soil texture 4

Soil profile 2 OR10 - [CHERN-ORTH (CA 9-12)]

SL - [SANDY LOAM]

Top soil depth 3-5

AGRICULTURAL WASTE LAND Acres Waste Type

3 WASTE

Assessed & Taxable/Exempt Values (Summary)

Percentage Liability Tax Adjust Adjust Adjust Reason Description Appraised Values Subdivision of value Reason Reason Class Taxable Exempt Tax Status 55% Agricultural \$59.800 1 Other Agricultural \$32,890 Taxable

Total of Assessed Values: \$59,800 Total of Taxable/Exempt Values: \$32,890

Leased Land - Ag Lease #165091

Print Date: 19-Feb-2025 **Property Report** Page 1 of 2

Municipality Name: RM OF BIG STICK (RM)

Civic Address:

Legal Location: Qtr SE

Assessment ID Number:

80.00

Reviewed: Change Reason: 01-Jun-2023 Reinspection 2024/-32560

PID: 1551944

Title Acres:

Neighbourhood: 141-100 Overall PUSE: 2100

School Division: 211

Year / Frozen ID:

141-000209301

Predom Code:

355.98

355.98

Call Back Year:

Method in Use:

C.A.M.A. - Cost

Ratin

\$/ACRE

\$/ACRE

AGRICULTURAL PASTURE LAND

MANAGEMENT AGENCY

Acres Land Use 25.00 NG - [NATIVE GRASS]

NG - [NATIVE GRASS]

Productivity Determining Factors Soil assocation 1 Soil texture 1 Soil texture 2

Supplementary: 80 AC S 1/2 OF QTR

BY - [BIRSAY] FL - [FINE SANDY LOAM]

Sec 09 Tp 13 Rg 26 W 3 Sup 01

HT - [HATTON] SL - [SANDY LOAM]

Soil texture 3 Soil texture 4

Soil assocation 2

Soil assocation 1 HT - [HATTON] Soil texture 1 FL - [FINE SANDY LOAM]

Soil texture 2

Soil assocation 2 CH - [CHAPLIN] SL - [SANDY LOAM] **Productivity Determining Factors**

Range site

Pasture Type

SY/SA: SANDY/SALINE UPLAN

N - [Native] Pasture Topography T1: Level 0-2.5% Slopes Y: Yes

Grazing water source Pasture Tree Cover NO - [NO] Aum/Acre 0.18 Aum/Quarter 28.00

SY/SA: SANDY/SALINE UPLAN Range site N - [Native] Pasture Type

Pasture Topography T1: Level 0-2.5% Slopes

Grazing water source Y: Yes Pasture Tree Cover NO - [NO] 0.18 Aum/Acre Aum/Quarter 28.00

Soil texture 3 Soil texture 4

AGRICULTURAL WASTE LAND

Acres Waste Type
27 SALINE WASTE2

28.00

Data Source: SAMAVIEW

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Property Report

Assessment ID Number:

Print Date: 19-Feb-2025 141-000209301 PID: 1551944

Page 2 of 2

Assessed & Taxable/Exempt Values (Summary)

Municipality Name: RM OF BIG STICK (RM)

Percentage Liability Tax Adjust Adjust Reason Adjust Description Appraised Values of value Reason Tax Status Subdivision Class Taxable Exempt Reason Agricultural \$19,100 Taxable Non-Arable (Range) \$8.595

Total of Assessed Values: \$19,100 Total of Taxable/Exempt Values: \$8,595

Print Date: 19-Feb-2025 **Property Report** Page 1 of 2

Municipality Name: RM OF BIG STICK (RM)

Civic Address:

Legal Location: Qtr NW Sec 04 Tp 13 Rg 26 W 3 Sup

Supplementary:

Assessment ID Number : 141-000204200

> Title Acres: 161.00 School Division: 211 Neighbourhood: 141-100

Assessment ID Number: 141-000204200

Overall PUSE: 2100

Call Back Year:

Change Reason: Year / Frozen ID:

Reviewed:

29-May-2023 Reinspection 2024/-32560

PID: 4430898

Predom Code:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL PASTURE LAND

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY

Acres	Land Use	Productivity Determining Factors		Jse Productivity Determining Factors Productivity Determining Factors		Productivity Determining Factors		Ratin		
76.00	NG - [NATIVE GRASS]	Soil assocation 1 Soil texture 1 Soil texture 2	BY - [BIRSAY] FL - [FINE SANDY LOAM]	Range site Pasture Type Pasture Topography Grazing water source Pasture Tree Cover	SY/SA: SANDY/SALINE UPLAN N - [Native] T1: Level 0-2.5% Slopes Y: Yes NO - [NO]	\$/ACRE	355.98			
				Aum/Acre Aum/Quarter	0.18 28.00					
		Soil assocation 2 Soil texture 3 Soil texture 4	HT - [HATTON] SL - [SANDY LOAM]							
15.00	NG - [NATIVE GRASS]	Soil assocation 1 Soil texture 1 Soil texture 2	HT - [HATTON] FL - [FINE SANDY LOAM]	Range site Pasture Type Pasture Topography Grazing water source Pasture Tree Cover	SY/SA: SANDY/SALINE UPLAN N - [Native] T1: Level 0-2.5% Slopes Y: Yes NO - [NO]	\$/ACRE	355.98			
				Aum/Acre Aum/Quarter	0.18 28.00					
		Soil assocation 2 Soil texture 3 Soil texture 4	CH - [CHAPLIN] SL - [SANDY LOAM]							
18.00	NG - [NATIVE GRASS]	Soil assocation 1 Soil texture 1 Soil texture 2	HT - [HATTON] FL - [FINE SANDY LOAM] LS - [LOAMY SAND]	Range site Pasture Type Pasture Topography Grazing water source Pasture Tree Cover	SY/SA: SANDY/SALINE UPLAN N - [Native] T1: Level 0-2.5% Slopes Y: Yes NO - [NO]	\$/ACRE	355.98			
				Aum/Acre Aum/Quarter	0.18 28.00					

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PID: 4430898

Page 2 of 2

Print Date: 19-Feb-2025

Data Source: SAMAVIEW

Property Report Municipality Name: RM OF BIG STICK (RM)

Soil assocation 2 Soil texture 3 SL - [SANDY LOAM]

Soil texture 4

AGRICULTURAL WASTE LAND

Acres Waste Type

52 SALINE WASTE2

Assessed & Taxable/Exempt Values (Summary)

		Adjust	Liability	Tax	Percentage		Adjust		Adjust	
Description	Appraised Values	Reason	Subdivision	Class	of value	Taxable	Reason	Exempt	Reason	Tax Status
- Agricultural	\$39,300		1	Non-Arable (Range)	45%	\$17,685	_			Taxable
Total of Assessed Value		•		Total of Tays	bla/Evamet Valuasi	047.005				

Property Report Print Date: 19-Feb-2025 Page 1 of 1

Municipality Name: RM OF BIG STICK (RM)

Sama

SASKATCHEWAN ASSESSMENT
MANAGEMENT AGENCY

Civic Address:

Legal Location: Qtr NE Sec 04 Tp 13 Rg 26 W 3 Sup

Supplementary:

Title Acres: 160.00

School Division: 211 Neighbourhood: 141-100 Overall PUSE: 2100 Change Reason: Year / Frozen ID:

Reviewed:

29-May-2023 Reinspection 2024/-32560

PID: 4430880

Predom Code: Method in Use:

C.A.M.A. - Cost

355 98

Data Source: SAMAVIEW

Ratin

Call Back Year:

Assessment ID Number :

AGRICULTURAL PASTURE LAND

Acres Land Use
65.00 NG - [NATIVE GRASS]

Productivity Determining Factors

Soil assocation 1 HT - [HATT Soil texture 1 FL - [FINE

Soil texture 2

HT - [HATTON] FL - [FINE SANDY LOAM] Productivity Determining Factors

Range site SY/SA: S

SY/SA: SANDY/SALINE UPLAN \$/ACRE

141-000204100

Pasture Type N - [Native]

Pasture Topography T1: Level 0-2.5% Slopes

 Grazing water source
 Y: Yes

 Pasture Tree Cover
 NO - [NO]

 Aum/Acre
 0.18

 Aum/Quarter
 28.00

Soil assocation 2 CH - [CHAPLIN]
Soil texture 3 GL - [GRAVELLY LOAM]
Soil texture 4

AGRICULTURAL WASTE LAND

Acres Waste Type

95 SALINE WASTE2

Assessed & Taxable/Exempt Values (Summary)

Liability Percentage Tax Adjust Adjust Adjust Reason Description of value Appraised Values Subdivision Class Taxable Reason Exempt Reason Tax Status 45% Agricultural \$24.100 1 Non-Arable (Range) \$10,845 Taxable Total of Assessed Values: \$24,100 Total of Taxable/Exempt Values: \$10,845

Property Report Print Date: 19-Feb-2025 Page 1 of 1

Municipality Name: RM OF BIG STICK (RM)

SASKATCHEWAN ASSESSMENT MANAGEMENT AGENCY

Civic Address:

Sec 04 Tp 13 Rg 26 W 3 Sup Legal Location: Qtr SW

Supplementary:

Assessment ID Number : 141-000204400

> Title Acres: 161.00 School Division: 211 Neighbourhood: 141-100

Overall PUSE: 2100

Reviewed:

22-May-2023 Change Reason: Reinspection 2024/-32560 Year / Frozen ID:

Predom Code:

Method in Use: C.A.M.A. - Cost

Ratin

\$/ACRE

PID: 4430906

355.98

AGRICULTURAL PASTURE LAND Acres Land Use

NG - [NATIVE GRASS]

137.00

Productivity Determining Factors HT - [HATTON] Soil assocation 1 SL - [SANDY LOAM] Soil texture 1 Soil texture 2 LS - [LOAMY SAND] Productivity Determining Factors

Call Back Year:

Range site SY/SA: SANDY/SALINE UPLAN

Pasture Type N - [Native]

Pasture Topography T1: Level 0-2.5% Slopes

Grazing water source Y: Yes Pasture Tree Cover NO - [NO] 0.18 Aum/Acre Aum/Quarter 28.00

AGRICULTURAL WASTE LAND

Acres Waste Type

24 SALINE WASTE1

Assessed & Taxable/Exempt Values (Summary)

Liability Percentage Tax Adjust Reason Adjust Adjust Reason Description Appraised Values Subdivision Class of value Exempt Reason Tax Status Taxable 45% \$49,000 Agricultural Non-Arable (Range) \$22,050 Taxable Total of Assessed Values: \$49,000 Total of Taxable/Exempt Values: \$22,050

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Data Source: SAMAVIEW

Parcel Pictures



Deeded Land

Surface Parcel Number: 149569442

REQUEST DATE: Wed Feb 19 08:29:29 GMT-06:00 2025

140795703	14079	95736	140795747	140795770
4.40705670	149569509	1 49569 464 400,73	149569419	
140795679	149569486 28	149569442 °C 80 401.53	149569431	1407957 69
140795589	14079		140795545	140795499

Owner Name(s): Graham, Crystal as a personal representative for the estate of TERRY MAJOR, Keslick, Lisa as a persor

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 158396282

Parcel Class: Parcel (Generic)

Land Description: LSD 3- 09-13-26-3 Ext 30 Source Quarter Section: SW-09-13-26-3

Commodity/Unit: Not Applicable

Area: 16.179 hectares (39.98 acres)

Converted Title Number: 78SC14351



REQUEST DATE: Wed Feb 19 08:36:34 GMT-06:00 2025

140795703	14079	95736 399.92	140795747	140795770
140795679	149569509 ²⁰	149569464 89 400.73	149569419	4.40.705.760
140793079	149569486	1 495 69 442	149569431	140795769
140795589	14079	95534	140795545	140795499

Owner Name(s): Graham, Crystal as a personal representative for the estate of TERRY MAJOR, Keslick, Lisa as a persor

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 158396293

Parcel Class: Parcel (Generic)

Land Description: LSD 6- 09-13-26-3 Ext 31 **Source Quarter Section**: SW-09-13-26-3

Commodity/Unit: Not Applicable

Area: 16.147 hectares (39.9 acres)

Converted Title Number: 78SC14351



REQUEST DATE: Wed Feb 19 08:31:26 GMT-06:00 2025

140795691	140795703		14079	140795747	
140795680 140795679		149569509 400,73	149569464	149569419	
140793000	140795680 140795679	403.43	149569486 80 401.53	149569442	149569431
140795578	140795589		140795534		140795545

Owner Name(s): Graham, Crystal as a personal representative for the estate of Terry Major, Keslick, Lisa as a personal re

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 158396305

Parcel Class: Parcel (Generic)

Land Description: LSD 4- 09-13-26-3 Ext 33

Source Quarter Section: SW-09-13-26-3

Commodity/Unit: Not Applicable

Area: 16.182 hectares (39.99 acres)

Converted Title Number: 97SC06012



REQUEST DATE: Wed Feb 19 08:33:25 GMT-06:00 2025

140795691 140795703	1 40 79 399.92	140795747	
140795680 140795679	149569509 £60 400.73	149569464	149569419
170733000 140733073	149569486	149569442	1 495 69 43 1
140795578 140795589	14079	95534	140795545

Owner Name(s): Graham, Crystal as a personal representative for the estate of Terry Major, Keslick, Lisa as a personal re

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 158396349

Parcel Class: Parcel (Generic)

Land Description: LSD 5- 09-13-26-3 Ext 34

Source Quarter Section: SW-09-13-26-3

Commodity/Unit: Not Applicable

Area: 16.149 hectares (39.91 acres)

Converted Title Number: 97SC06012



REQUEST DATE: Wed Feb 19 09:36:08 GMT-06:00 2025

140795736		140795747	140795770	
149569509	149569464	149569419 803.25	4.40705760	
149569486	149569442 803.32	1 49 5 6 9 4 3 1 8 0 3 . 0 4	140795769	
140795534		1 40795545	140795499	

Owner Name(s): Her Majesty the Queen (Saskatchewan)

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 118791513

Parcel Class: Parcel (Generic)

Land Description: Blk/Par B-Plan 101605924 Ext 28

Source Quarter Section: SE-09-13-26-3

Commodity/Unit: Not Applicable

Area: 32.388 hectares (80.03 acres)

Converted Title Number: SC100818505



REQUEST DATE: Wed Feb 19 09:32:11 GMT-06:00 2025

	149569509	149569464	149569419
140795679	1 495 69 48 6 401.53	149569442 401.53	149569431
140795589	401.53 401.53 140795534 604.41		140795545
140795556	140795523		140795512

Owner Name(s): Her Majesty the Queen (Saskatchewan)

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 118791131

Parcel Class: Parcel (Generic)

Land Description: NW 04-13-26-3 Ext 0

Source Quarter Section: NW-04-13-26-3

Commodity/Unit: Not Applicable

Converted Title Number: SC100818492

Area: 64.96 hectares (160.52 acres)



REQUEST DATE: Wed Feb 19 09:33:15 GMT-06:00 2025

149569509	149569464	149569419	
149569486	9486 149569442 149569431		140795769
140795534		140795545 90 804.50	140795499
14	0795523	1 40795 512	140795488

Owner Name(s): Her Majesty the Queen (Saskatchewan)

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 118791120

Parcel Class: Parcel (Generic)

Land Description: NE 04-13-26-3 Ext 0

Source Quarter Section: NE-04-13-26-3

Commodity/Unit: Not Applicable

Area: 64.867 hectares (160.29 acres)

Converted Title Number: SC100818491



REQUEST DATE: Wed Feb 19 09:35:06 GMT-06:00 2025

140795589	140795534 804.41	140795545
140795556	140795523 68 805.77	140795512
144020865	141992983	141992994

Owner Name(s): Her Majesty the Queen (Saskatchewan)

Municipality: RM OF BIG STICK NO. 141

Title Number(s): 118791142

Parcel Class: Parcel (Generic)

Land Description: SW 04-13-26-3 Ext 0

Source Quarter Section: SW-04-13-26-3

Commodity/Unit: Not Applicable

Area: 65.238 hectares (161.21 acres)

Converted Title Number: SC100818493

Offer to Purchase Agreement

THIS A	AGREE	MENT DATED FOR REFERENCE THIS 26th DAY OF MARCH 2025.
BETW	EEN:	
		LISA KESLICK AND CRYSTAL GRAHAM, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF TERRY JOSEPH MAJOR, late of the district of Piapot in the Province of Saskatchewan
		HEREINAFTER CALLED THE "VENDORS"
AND:		
		in the Province of
		HEREINAFTER CALLED THE "PURCHASER"
		OFFER TO PURCHASE – RURAL PROPERTY
1.	PURC	HASE PRICE AND PROPERTY
1.1	(hereii purcha	Purchaser hereby offers to purchase from the Vendors the real property in referred to as the "Purchase Asset" and/or "said Property") for the lase price of
	(\$	DOLLARS, (hereinafter called the "Purchase Price") namely:
R	a)	Land described in attached Schedule "A" (hereinafter referred to as the "lands")
	b)	Assignment and transfer of Provincial Lease of leased lands described in Schedule "A"
		TOTAL PURCHASE PRICE <u>\$</u>
1.2	The P	urchase Price shall be paid as follows:
	a)	The sum of \$ now deposited in trust with the Law Firm of ANDERSON & COMPANY, (the "Vendor's Solicitor") the receipt acknowledged by the Vendors;
	b)	The balance of the purchase price, \$\frac{\$}{}\text{to be deposited} in trust with the Vendors' Solicitor on or before the 23 rd day of April 2025 (the " Closing Date ").
1.3	Transf Solicite prior to the Pu	led the Vendors have provided the Purchaser's Solicitor with a registrable for Authorization in sufficient time to allow and provide the Purchaser's or to register the same and financing security and draw down the funds to the Possession Date and the Purchaser delays in the registration, then inchaser agrees to pay to the Vendors interest at the rate of 6% per annumy portion of the Purchase Price, less mortgages or other encumbrances

assumed, not received by the Vendors or their Solicitors as at the possession date, to be calculated from the possession date or receipt by the Purchaser's Solicitor or agent, of a registrable Transfer of Title, whichever last occurs until monies are paid to the Vendors or their aforesaid agents.

2. CONDITIONS PRECEDENT

- 2.1 The Purchaser has no conditions.
- 2.2 The Vendors and the Purchaser agree that the within Offer is subject to the following condition, for the sole benefit of the Vendors, which must be fully satisfied and completed on or before the Closing Date, unless the said condition is waived or amended by the Vendors:
 - a) The within Offer to Purchase is subject to the Purchaser paying the Purchase Price and this transaction closing; and
 - b) The approval and consent by Lands Branch to the assignment and transfer of the leased lands.

If the above conditions precedent are not fully satisfied and completed, then this agreement shall terminate and end and the deposit shall be forfeited to the Vendors as liquidated damages.

3. POSSESSION DATE

The Purchaser shall be entitled to Possession of the said property upon the Transfer Authorization registering and the Purchase Price is paid unconditionally to the Vendors (herein referred to as the "Possession Date").

4. TAXES AND ADJUSTMENTS

- 4.1 The taxes shall be adjusted at **December 31**, **2024**. The Vendors are responsible for all taxes and assessments up to and including December 31, 2024; the Purchaser responsible for all taxes and assessments from and after January 1, 2025.
- 4.2 There shall be no adjustment to surface lease rentals. Surface lease rentals received by the Vendors prior to the Closing Date shall belong to the absolutely to the Vendors. Surface release rentals paid after the Closing Date shall belong to the Purchaser.

5. **G.S.T.**

5.1 The Purchaser confirms that it is a registrant under Subdivision D of Division IV of Part IX of the *Excise Tax Act* and undertakes and agrees to pay all G.S.T. in respect to the purchase of the said Property and to hold the Vendors free and clear and indemnified in respect of the same. The Purchaser's G.S.T. Number is

RISK

6.1 The Purchased Assets shall remain at the risk of the Vendors until the Possession Date and at the risk of the Purchaser from and after the Possession Date.

7. WARRANTIES AND RESPONSIBILITIES

- 7.1 The Vendors warrant and represent and acknowledge that the Purchaser is relying upon such warranties and representations, and which warranties and representations shall be correct at closing and finalization of the within transaction, namely:
 - a) That as of the Possession Date, or such adjourned Possession Date, the said property shall be free and clear of all charges, liens and encumbrances except as stated herein;
 - b) Save and except oil and gas surface leases, that there are no leases existing as to the said property and no third party has any right or interest in regards to the said property except as disclosed herein;
 - c) The Vendors are a Canadian resident for the purposes of and within the definition of the *Income Tax Act*, for Canada;
 - d) The Vendors shall deliver the said property to the Purchaser on the Possession Date in the same state of repair and condition on the date of this Agreement, reasonable wear and tear excepted.
- 7.2 The Purchaser warrants and represents and acknowledges as follows:
- a) The Purchaser agrees to purchase the Purchased Assets "as is:

8. MOVEABLES / GRAIN ON HAND

8.1 There are no moveables or grain on hand on the Lands.

9. COSTS AND LEGAL FEES

- 9.1 Each party shall be responsible for their respective legal fees regarding this transaction.
- 9.2 The Vendors shall be responsible for all legal costs to prepare the Transfer Authorization.
- 9.3 All Land Titles fees with respect to registration of the Transfer Authorization and fees to assign the Provincial Lease shall be paid by the Purchaser.
- 9.4 The Purchaser shall be responsible for any costs of preparing and registering a mortgage or other financing documentation.
- 9.5 The Vendor shall be responsible for any costs in discharging any mortgage or other encumbrance, lien or charge from the title.

10. TIME OF THE ESSENCE

10.1 Time shall be in every respect the essence of this Agreement.

11. ENTIRE AGREEMENT

11.1 The Parties hereto acknowledge, covenant and agree that this agreement contains the entire agreement between the Parties and there are not any other warranties and representations other than contained herein.

12. ENUREMENT

12.1 The terms "Purchaser" and "Vendors" in this agreement shall include the Executors, Administrators and assigns of the Purchaser and the Vendors, respectively, and the said terms and references thereto in the singular number or the masculine gender shall include the plural and feminine (neuter in the case of a Corporation) gender where the context so requires.

13. **COUNTERPARTS**

13.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together with and will constitute one and the same agreement. This Agreement may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

THIS OFFER TO PURCH	HASE DATED this day of March 2025.
"Seal"	PER:
	PER:
Witness	
Mitness	

ACCEPTANCE

THE UNDERSIGNED, Vendors of the property hereby accept the above offer and agree to complete the sale on the terms and conditions in the Offer and should the Vendors fail to, the Purchaser at its option may cancel this contract and withdraw the deposit.

SIGNED and dated at the day of March 2024. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	, on
Witness	Lisa Keslick , as Personal Representative of the Estate of Terry Joseph Major
Witness	Crystal Graham, as Personal Representative of the Estate of Terry Joseph Major

THIS IS SCHEDULE "A" TO AN OFFER TO PURCHASE – RURAL PROPERTY DATED FOR REFERENCE THIS 26th DAY OF MARCH 2025 BETWEEN LISA KESLICK AND CRYSTAL GRAHAM, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF TERRY JOSEPH MAJOR, AS VENDORS, AND , AS PURCHASER.

SCHEDULE "A"

DEEDED LAND	<u>ACRES</u>	VALUE
Surface Parcel #149569442 LSD 3-09-13-26-3 Ext 30 As Described on Certificate Of	20.00	8
Title 78SC14351, description 30.	39.98	
Surface Parcel #149569464 LSD 6-09-13-26-3 Ext 31	50,	
As Described on Certificate Of		
Title 78SC14351, description 31	39.90	
2 (2)		
Surface Parcel #149569486		
LSD 4-09-13-26-3 Ext 33		
As Described on Certificate Of	20.00	
Title 97SC06012, description 33.	39.98	
Surface Parcel #149569509 LSD 5-09-13-26-3 Ext 34 As Described on Certificate Of		

39.90

AGRICULTURE LEASE #165091 - LEASED LANDS

Surface Parcel # 149569431 Blk/Par B-Plan 101605924 Ext 28

Title 97SC06012, description 34.

Surface Parcel # 140795534 NW 04-13-26-3 Ext 0

Surface Parcel #140795545 NE 04-13-26-3 Ext 0

Surface Parcel # 140795523 SW 04-13-26-3 Ext 0

BUILDINGS, FIXTURES AND IMPROVEMENTS

none

TOTAL VALUE

PERMITTED ENCUMBRANCES

As to LSD 3-09-13-26-3 Ext 30:

CNV Easement, Michael Semenok, reg'd 17 Nov 1978 as Int. Register #106476149

CNV Common Law Easement, The Current Dominant Tenement, reg'd 02 May 1983 Int. Register #106476150

CNV Easement, CANADIAN NATURAL RESOURCES LIMITED, reg'd 14 Feb 1990 as Int. Register # 106476161

CNV Easement, CANADIAN NATURAL RESOURCES LIMITED, reg'd 14 Feb 1990 as Int. Register #106476172

CNV Easement, CANADIAN NATURAL RESOURCES LIMITED, reg'd 01 Apr 1991 as Int. Register # 106476194

Lease-10 years or more, CANADIAN NATURAL RESOURCES LIMITED, reg'd 13 Sept 2004 as Int. Register # 109263449

Pipelines Act-Easement, CANADIAN NATURAL RESOURCES LIMITED, reg'd 05 Oct 2004 as Int. Register # 109306706

As to LSD 6-09-13-26-3 Ext 31

CNV Easement, Michael Semenok, reg'd 17 Nov 1978 as Int. Register #106476149

CNV Common Law Easement, The Current Dominant Tenement, reg'd 02 May 1983 Int. Register # 106476150

As to LSD 4-09-13-26-3 Ext 33

CNV Common Law Easement, The Current Dominant Tenement, reg'd 17 Nov 1978 as Int. Register #106476228

CNV Caveat, CANADIAN NATURAL RESOURCES LIMITED, reg'd 14 Feb 1990 as Int. Register #106476217

As to LSD 5 -09-13-26-3 Ext 34

CNV Common Law Easement, The Current Dominant Tenement, reg'd 17 Nov 1978 as Int. Register #106476228

CNV Caveat, CANADIAN NATURAL RESOURCES LIMITED, reg'd 14 Feb 1990 as Int. Register #106476217

CNV Caveat, CANADIAN NATURAL RESOURCES LIMITED, reg'd 25 Sep 1996 Int Register #106476239

Pipelines Act-Easement, CANADIAN NATURAL RESOURCES, reg'd 29 Sep 2004 Int. Register #109298021

Pipelines Act-Easement, CANADIAN NATURAL RESOURCES, reg'd 29 Sep 2004 Int. Register #109298368

Easements

LSD 3, 4, 5 & 6

Foos	From Mugario			
Total Fees	From	From Mulgario		
Amt. Rec'd Ace	Address			
Balance	Their Reference 6503364973-26436			
Is Dup. C. of T. with Instrument? 450 In Office? Being Returned to above Addressee? 450 3117				
Encumbrances		Certificates, Notices, Required		
		Туре	Quantity	
Title	General Register	Abstract		
	Lilas	G.R.C.		
		Cert. of Chge.		
		Cert. Copy of Cents of	Mili	
		Notices		

Remarks:

Colly Initials

Fees	Inst. Carenest		
Total Fees	From Kungerit		
Amt. Rec'd acct	Address		
Balance			
Is Dup. C. of T. with Instrument? Is instrument Registrable?		•	
Encumbrances		Certificates, Notices, Required	
Title	General Register	Type	Quantity
		G.R.C.	
	Ober	Cert. of Chge.	***************************************
		Cert. Copy	
		Notices	40 /
lemarks: j and dup cy Tyon 46 k dast want de your yu	SO'S 32° of 7 so	s yout con yell from wal 178. cy 650's 30 6. My che	own is set was

	Land Titles Office Swift Current, Sask.	Date Sand	
Dear	Sir:	noh Est	
		File K-	2824
1	We enclose herewith the f		
	Transfer	D.C.T. No. 7	8-50-1455/
	Transmission	D.C.T. No.	
	Letters Probate	D.C.T. No.	
	Letters Administration	D.C.T. No.	
	Notarial Copy	D.C.T. No.	
	O.G. Certificate	D.C.T. No.	CO ET
	Mortgage in Duplicate	D.C.T. No	TIA PROTEIN
	Discharge of Mortgage	\ K	The state of the s
_	Caveat	10	
_	Withdrawal of Caveat	1	APR 19 1983
	Mechanics Lien	\	
	Withdrawal of Mechanics	Lien	ait Account
П	Requisition or Notice to Leinhold	er Caveator	APR 19 1983 Deposit Account
	Other Easement		
Ki	ndly:		
	Register		
	☐ Bring up-to-date		
	Return Duplicates		
	☐ Forward Certificat	e of Charge	
	Turnish Abstract		
		Yeurs truly,	
	KRUEGER,	MANGHLIN, F	ORRESTER & RITTINGER
	Pel		
		1	

EASEMENT

THIS INDENTURE MADE THIS 30 DAY OF MARCH, A.D. 1983.

BETWEEN:

CAREY DEAN FITTERER, of Box 427, Maple Creek, Saskatchewan, SON 1NO

HEREINAFTER CALLED THE GRANTOR OF THE FIRST PART

AND:

MICHAEL SEMENOK, of General Delivery, Maple Creek, Saskatchewan,

HEREINAFTER CALLED THE GRANTEE OF THE SECOND PART

WHEREAS MICHAEL SEMNOK is the registered owner of all those certain parcels or tracts of land stiuate, lying and being in the Province of Saskatchewan and being described as follows:

Legal Subdivisions Three (3) and Six (6), in Section NINE (9), in Township THIRTEEN (13), in Range TWENTY SIX (26), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, MINERALS IN THE CROWN

hereinafter called "the dominant land";

AND WHEREAS CAREY DEAN FITTERER is the registered owner of the land described as follows:

The North West Quarter of Section NINE (9), in Township THIRTEEN (13), in Range TWENTY SIX (26), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Fifty Nine (159) acres, more or less, according to Dominion Government Survey thereof, MINERALS IN THE CROWN.

AND WHEREAS MICHAEL SEMENOK desires to acquire a roadway easement over a portion of the Grantor's land;

AND WHEREAS the Easement will be appurtenant to the dominant lands.

C.F.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by MICHAEL SEMENOK to CAREY DEAN FITTERER (the receipt whereof by the said CAREY DEAN FITTERER is hereby acknowledged) and in further consideration of the premises and the covenants and agreements of MICHAEL SEMENOK herein the Grantor does hereby grant and transfer unto MICHAEL SEMENOK, his heirs, executors and assigns as appurtenant to the dominant lands, the perpetual easement, right, right-of-way, licence, liberty and privilege on, over, through and across all that portion of the Grantor's land, more particularly shown and described as all that portion of the lands above described as owned by the said CAREY DEAN FITTERER and described as follows:

C.F.

The most easterly Sixty (60) feet in perpendicular width throughout of the said North West Quarter of Section NINE (9), in Township THIRTEEN (13), in Range TWENTY SIX, West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada,

MINERALS IN THE CROWN

hereinafter called "the servient lands", for the purpose of Roadway access, together with the full right, liberty, license and privilege at all times by MICHAEL SEMENOK, his agents, servants and licencees or any, some or all of them, of access and egress to the servient lands, with or without vehicles, machinery or equipment, and to enter upon the servient lands, with or without vehicles, machinery or equipment for the purpose of reaching the dominant lands, and the privilege hereby granted including without limiting the generality of the foregoing, the construction, maintenance and repair of a Roadway for such ingress and egress and for all such purposes, hereinafter called "the easement".

TO HAVE AND TO HOLD the easement and each and all of the rights and privileges hereby granted and the appurtenances thereto, as

appurtenant to the dominant lands, and each of them, howsoever the same may be surrendered or terminated by Michael Semenok.

THE PARTIES HERETO COVENANT AND AGREE each with the other as follows:

- 1. That this indenture and the singular or masculine includes the plural whenever the context or the parties hereto so require.
- 2. The Grantor shall not, except with the prior consent in writing of the Grantee, excavate, drill, dig, install, erect, construct, operate, repair or maintain and shall not cause, suffer or permit the excavation, drilling, installation, erection, construction, operation, repairing or maintenance of any pit, well ditch or other excavation on the servient lands that will, or that may, in the Grantee's opinion made ingress or egress difficult or impossible.
- 3. The Grantor may cut down, root out and destroy thistles and other noxious weeks growing on the servient lands for the purpose of protecting the Grantor's lands therefrom and when the Grantee is not using the said lands, may occupy them in the same manner as he would his own lands, including seeding, cultivating or otherwise cropping the said lands, provided only that the Grantee will not be responsible for any damage thereto as a result of his ingress and egress.
- 4. The Grantee will, insofar as it is reasonably practical to do so, use such access so as not to interfere with the Grantor's use of that part of the Grantor's land that do not constitute the servient lands.
- 5. The Grantee, his heirs, successors and assigns shall peaceably hold the easement and all of the rights and privileges hereby granted without any interference, molestation, hinderance, or interruption on the part of the Grantor or any person claiming by,

through, under or intrust for the Grantor.

- 6. The Grantor shall, in the event that the Grantee surrenders or transfers the easement to the Grantor, from the time of such surrender or transfer, assume, be and shall become solely responsible for the easement and the operation thereof and nothing herein shall be construed as containing any liability or responsibility on the part of the Grantee and upon such a surrender or transfer the Grantee shall not be obliged to restore the servient lands to the same condition as the same were in at the time of the grant of this easement or to any other condition.
- 7. Notwithstanding anything herein contained, the title to and ownership of the servient lands and anything placed thereon shall remain invested in the Grantee who shall at all times have the right to remove the same therefrom.
- 8. This easement hereby granted shall extend to, be binding upon, and enure to the benefit of the parties hereto, their heirs, executors, administrators and assigns and the easement shall run with the title to both the servient and the dominant lands, howsoever the same may be divided.

IN WITNESS WHEREOF the said parties hereto, have hereunto affixed their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

CAREY DEAN FITTERER

SIGNED, SEALED AND DELIVERED

in the presence of:

Michael Semenok MICHAEL SEMENOK

	С	A	N	A	D	A	,
PROVINCE	OF	S	ASI	ζA.	ГСI	HEWAN	
	TO) [WI:	Г:			3

I, Anthur Blythman of Maple Creek, in the Province of Saskatchewan, MAKE OATH AND SAY:

- 1. THAT I was personally present and did see, CAREY DEAN FITTERER named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- 2. THAT the same was executed at Maple Creek, in the Province of Saskatchewan, on the 3δ day of March, A.D. 1983, and that I am the subscribing witness thereto.
- 3. THAT I know the said CAREY DEAN FITTERER and he is in my belief eighteen years of age or more.

SWORN before me at the 16WL of)

Morlo Court, in the Province of)

Saskatchewan, this 30 day

of March, A.D. 1983.

A Commissioner for Oaty's in and for the Province of Saskatchewan.

My Commission expires Dec. 31, 1983.

Entha Bellina

C A N A D A)
PROVICNE OF SASKATCHEWAN)
TO WIT:)

I, CAREY DEAN FITTERER, of Maple Creek, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. That I am the Grantor named in the within Easement and I say that I have no wife.

SWORN before me at the Town of

Maple Creek, in the Province

of Saskatchewan, this 29 day

of April, A.D. 1983.

A Commissioner for Oaths, In and for the Province of Saskatchewan.

Being a Solicitor.

	C	A	N	A	D	A)
PROVINCE	OF	S	ASI	ζA'	rci	HEWAN)
	TO) (WI:	Г:)

I, Arthur Blythman of Maple Creek,

in the Province of Saskatchewan, MAKE OATH AND SAY:

- THAT I was personally present and did see, MICHAEL SEMENOK named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- 2. THAT the same was executed at Maple Creek, in the Province of Saskatchewan, on the day of March, A.D. 1983, and that I am the subscribing witness thereto.
- THAT I know the said MICHAEL SEMENOK and he is in my belief eighteen years of age or more.

SWORN before me at the Town of

Maple Cruk, in the Province of)

Saskatchewan, this 6 day)

As Province of)

Of March, A.D. 1983.

A Commissioner for Oaths in and for the Province of Saskatchewan.

My Commission expires Dec. 31, 1965.

STATE OF THE STATE

SWIFT CHARGENT LAND TITLES RECEIVED AT MAY 2 1983 SWIFT CURRENT LAND TITLES This retrument partied of RECEIVED AT APP TOPS 83SC05887

District at Swift Current in the Province of Saskatchewan on the ______ day of 21/64.

A.D. 19 52 as Number 52 & C5887

A.D. 19 52 as Number 52 & C5887 I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the Swift Current Land Registration

78 - SC - 14353

SASKATCHEWAN LAND TITLES OFFICE

INSTRUMENT WORK SHEET

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SASKATCHEWAN LAND TITLES OFFICE

INSTRUMENT WORK SHEET

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SASKATCHEWAN LAND TITLES OFFICE

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THIS INDENTURE MADE THE 19TH DAY OF MAY, A.D. 1978.

BETWEEN:

PHYLLIS SEMENOK and STANLEY SEMENOK, both of General Delivery, Maple Creek,

in the Province of Saskatchewan,

HEREINAFTER CALLED THE GRANTOR OF THE FIRST PART

AND:

MICHAEL SEMENOK, of General Delivery,

Maple Creek,

in the Province of Saskatchewan,

HEREINAFTER CALLED THE GRANTEE OF THE SECOND PART

WHEREAS Michael Semenok is the registered owner of all

those certain parcels or tracts of land situate, lying and being in the Provinc of Saskatchewan, and being described as follows:

Legal Subdivisions Three (3) and Six (6), of Service 7 in Township Thirteen (13), in Range Twenty-Six (26), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, according to Dominion Government Survey thereof, Minerals in the Crown

hereinafter called "the dominant lands";

AND WHEREAS PHYLLIS SEMENOK and STANLEY SEMENOK are

the registered owners of the land described as follows:

Legal Subdivisions Four (4) and Five (5), in Section Nine (9), in Township Thirteen (13), in Range Twenty-Six (26), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, according to Dominion Government survey thereof, Minerals in the Crown

hereinafter called "the Grantors' lands";

WHEREAS Michael Semenok desires to acquire a Roadway

Easement over portions of the Grantors' lands; and

WHEREAS this easement will be appurtenant to the dominant lands.

THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by Michael Semenok to Phyllis Semenok and Stanley Semenok (the receipt whereof by the said Phyllis Semenok and Stanley Semenok is hereby acknowledged) and in further consideration

of the premises and the covenants and agreements of Michael Semenok herein, the Grantors do hereby grant and transfer unto Michael Semenok, his heirs, successors and assigns, as appurtenant to the dominant lands, the perpetual easement, right, right-of-way, licence, liberty, and privilege on, over, through and across all that portion of the Grantors' lands more particularly known and described as all that portion of the lands above described as owned by the said Phyllis Semenok and Stanley Semenok and described as follows:

The most northerly sixty-six (66) feet in perpendicular width throughout of Legal Subdivision Five (5), of Section Nine (9), in Township Thirteen (13), in Range Twenty-Six (26), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, Minerals in he Crown.

Hereinafter called the "servient lands", for the purpose of roadway access, together with the full right, liberty, licence and privilege at all times by Michael Semenok, his agents, servants and licencees or any, some or all of them, of access and egress to the servient lands, with or without vehicles, machinery or equipment, and to enter upon the servient lands, with or without vehicles, machinery or equipment for the purpose of reaching the dominant lands, and the privilege hereby granted including without limiting the generality of the foregoing, the construction, maintenance and repair of a roadway for such ingress and egress and for all such purposes, hereinafter called "the easement".

TO HAVE AND TO HOLD the easement and each and all rights and privileges hereby granted and appurtenances thereto, as appurtenant to the dominant lands, and each of them, howsoever the same may be surrendered or terminated by Michael Semenok.

THE PARTIES HERETO COVENANT AND AGREE each with the other as ollows:

- That this Indenture and the singular or masculine includes the plural whenever the context or the parties hereto so require.
- The Grantor shall not, except with the prior consent in writing of the grantee, excavate, drill, dig, install, erect, construct, operate epair or maintain and shall not cause, suffer or permit the excavation,

drilling, installation, erection, construction, operation, repairing or maintenance of any pit, well ditch or other excavation on the servient lands that will, or that may, in the Grantee's opinion make ingress or egress difficult or impossible.

- 3. The Grantor may cut down, root out and destroy thistles and other noxious weeds growing on the servient lands for the purpose of protecting the Grantor's lands therefrom and when the Grantee is not using ient the serv/lands, may occupy them in the same manner as he would his own lands, including seeding, cultivating or otherwise cropping the said lands, provided only that the Grantee will not be responsible for any damage thereto as a result of his ingress and egress.
- 4. The Grantee will, insofar as it is reasonably practical to do so, use such access so as not to interfer with the Grantor's use of that part of the Grantor's land that do not constitute the servient lands.
- 5. The Grantee, his heirs, successors and assigns shall peaceably hold the easement and all of the rights and privileges hereby granted without any interference, molestation, hinderance, or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor..
- The grantor shall, in the event that the Grantee surrenders or transfers the easement to the Grantor, from the time of such surrender or transfer, assume, be and shall become solely responsible for the easement and the operation thereof and nothing herein shall be construed as containing any liability or responsibility on the part of the Grantee and upon such a surrender or transfer the Grantee shall not be obliged to restore the servient lands to the same condition as the same were in at the time of the grant of this easement or to any other condition.
- Notwithstanding anything herein contained, the title to and ownership of the servient lands and anything placed thereon shall remain vested in the Grantee who shall at all times have the right to remove the same therefrom.

8. This easement hereby granted shall extend to, be binding upon, and enure to the benefit of the parties hereto, their heirs, executors, administrators and assigns and the easement shall run with the title to the both the servient and the dominant lands, howsoever the same may be divided.

IN WITNESS WHEREOF the said parties hereto, have hereunto affixed their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED $_{\mbox{\scriptsize MICHAEL}}$

BY SYNAMES SEMENOK in the

presence of:

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mike Semenah

SIGNED, SEALED and DELIVERED STANLEY

by XXXXXXXX SEMENOK in the

presence of

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SIGNED, SEALED AND DELIVERED

by PHYLLIS SEMENOK in the

presence of

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PROV	II	ЮE	OF	SASKATCHEWAN
T	0	WIT	:	

I, STANLEY SEMENOK, of Maple Creek, in the Province of Saskatchewan, MAKE OATH AND SAY:

1. I am the Grantor named in the within Easement and I say that no part of the said land is my homestead or has been my homestead at any time.

SWORN before me at the Town of Maple Creek, in the Province of Saskatchewan, this 3

A).D. 1978.

A Commissioner for Oaths in and for the Province of Saskatchewan.

Being A Solicitor.

I, DONALD K KRUEGER, of the City of Swift CURRENT in the Province of Saskatchewan, Soliciton, MAKE OATH AND SAY:

- Ι. THAT I was personally present and did see STANLEY SEMENOK, named in the within Easement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
- THAT the said Easement was executed at Maple Creek, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- THAT I know the said STANLEY SEMENOK and he is in my belief 3. of the full age of eighteen years.

SWORN before me at the City of Surfo Curent, in the Province of Saskatchewan, this 30 th day of May, A.D. 1978.

A Commissioner for Oaths in and for the Province of Saskatchewan. Being a Solicitor or BAP

My Commission expires Dec. 31/19/79.

TO WIT:

- I, <u>Monald K. Krueger</u>, of the City of Swift Current, in the Province of Saskatchewan, Barrister MAKE DATH AND SAY:
- 1. THAT I was personally present and did see PHYLLIS
 SEMENOK named in the within instrument, who is personally known
 to me to be the person named therein, duly sign and execute the
 same for the purpose named therein:
- 2. THAT the same was executed at the Town of Maple Creek, in the Province of Saskatchewan on the 10th day of November, A.D. 1978, and that I am the subscribing witness thereto:
- 3. THAT I know the said PHYLLIS SEMENOK and she is in my belief of the full age of eighteen years.

SWORN before me at the City of Swift Current, in the Province of Saskatchewan, this day of November A.D. 1978.

A Commissioner for Oaths in and for the Province of Saskatchewan. My Commission expires Dec 31st, 19*79*.

I, Donahd K KRueger of the City Sunds (unes , in the Province of Saskatchewan, Solicitor MAKE OATH AND SAY:

THAT I was personally present and did see MICHAEL SEMENOK, 1. named in the within Easement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named there#n.

THAT the said Easement was executed at Maple Creek, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

THAT I know the said MICHAEL SEMENOK and he is in my belief of the full age of eighteen years.

SWORN before me at the City of Swift aurent, in the Province of Saskatchewan, this 304 day of May, A.D. 1978.

A Commissioner for Oaths in and for the Province of Saskatchewan. Being a Solicitor or Bup

My Commission expires Dec. 31/1979.