

# LAND TENDER INFORMATION PACKAGE

Town of Maple Creek, SK

Hwy 21 & 2nd Ave, Maple Creek, SK

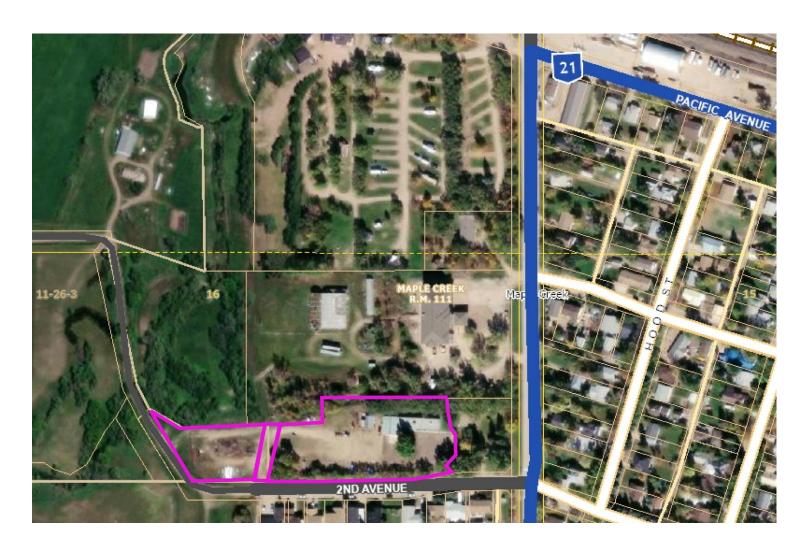
Owner: RM of Maple Creek No. 111

Closing: May 6<sup>th</sup>, 2025

Our File No. 00202-045F

### **CONTENTS**

- 1. Tender Advertisement
- 2. Tender for Purchase Form
- 3. Town of Maple Creek Zoning Map
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- 9. Offer to Purchase Agreement
- 10. Easement



### **LAND FOR SALE – TOWN OF MAPLE CREEK**

Owner: RM of Maple Creek No. 111 Hwy 21 & 2nd Ave, Maple Creek, SK

|   | Land Description               | Assessed Value | Total Acres |  |  |
|---|--------------------------------|----------------|-------------|--|--|
| 1 | Blk/Par 4-Plan 77SC00476 Ext 1 |                | 0.79        |  |  |
| 2 | Blk/Par 4-Plan 81SC12335 Ext 0 |                | 0.14        |  |  |
| 3 | Blk/Par 4-Plan 77SC00476 Ext 3 | \$247,500      | 2.24        |  |  |
|   | TOTALS:                        | \$247,500      | 3.17        |  |  |

# Viewing Available By Appointment Only Please Call Christine at 306-662-2300 to Schedule

### **PARTICULARS:**

Storage Warehouse with overhead door

**Detached Garage** 

Former AAFC office building with addition, totaling 3,170 sq. ft. with 7 offices, dual washrooms, storage/record room, staff and conference room and garage area with overhead door.

All furnishing included.

### **BUILDING DETAILS**

### 1. Detached Garage

• **Size:** 546 sq. ft. (28' x 19.5')

Year Built: 1952Condition: Fair

• Structure Type: Detached garage

• Assessed Value: \$7,100

### 2. Storage Warehouse (Commercial Building 1)

• **Size:** 1,920 sq. ft. (48' x 40')

• **Year Built:** 1978

• Construction Type: Steel Frame

Condition: Very GoodStorey Height: 14 ft.

• **Heating:** 100% unit heater

Ventilation: Yes

Estimated Lifespan: 40 yearsAssessed Value: \$47,040

### 3. Office Building (Commercial Building 2)

• Size: 1,890 sq. ft. (63' x 30')

• Year Built: 1983

Construction Type: Steel FrameCondition: Above Average

Storey Height: 12 ft.Heating: Forced hot air

• Air Conditioning: Central unit (packaged)

Estimated Lifespan: 45 yearsAssessed Value: \$83,790

### 4. Office Building Expansion (Commercial Building 3)

• **Size:** 1,290 sq. ft. (43' x 30')

Year Built: 1995

Construction Type: Steel FrameCondition: Above Average

Storey Height: 12 ft.Heating: Forced hot air

• Air Conditioning: Central unit (packaged)

Estimated Lifespan: 45 years
 Assessed Value: \$103,980

### **CONDITIONS:**

- 1) Tenders must be submitted to the law firm, Anderson & Company, by 12:00 o'clock noon, the **6**<sup>th</sup> **day of May 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) Tenders must be submitted for the entire property as a whole, rather than individual parcels;
- 5) Tenders must rely on their own research and inspection of the property and confirm acres, assessments and other particulars;
- 6) No tenders subject to financing or other conditions will be accepted;
- 7) Tenders will not be called to the office of the undersigned to finalize the sale;
- 8) Land, buildings, fixtures, improvements and furnishings are offered for sale is offered for sale **as is** and **where is**. There are no warranties or representations of the Vendors expressed or implied;
- 9) The successful Tender shall be required, following the last tender, to enter into the Offer to Purchase Agreement, attached in Content #9;
- 10) In the event the Purchaser fails to pay the balance of the purchase price on or before the 22<sup>nd</sup> day of May 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;
- 11) 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;
- 12) The registered owner shall pay the costs for the preparation of the Transfer Authorization;
- 13) 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;
- 14) 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;
- 15) The Owner shall pay taxes to **December 31, 2024**. The Purchaser is responsible for 2025 taxes on deeded lands.

Forward bids and inquiries to:

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

MFroslie@andlaw.ca
File No. 00202-045F

# Tender for Purchase Form

**RM OF MAPLE CREEK NO. 111** 

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

|    | Bid Legal Description  |       | Legal Description  | Bid Amount  |  |  |  |  |
|----|--|-------|--|---|--|--|--|--|
|    |  |       | Blk/Par 4-Plan 77SC00476 Ext 1   |   |  |  |  |  |
|    |  |       | Blk/Par 4-Plan 81SC12335 Ext 0   |   |  |  |  |  |
|    |  |       | Blk/Par 4-Plan 77SC00476 Ext 3   |   |  |  |  |  |
|    |  |       | TOTAL AMOUNT BID   | \$  |  |  |  |  |
| 2. | the ak   | ove p | ndersigned, attach a cheque in the amou<br>urchase price, and understand that the s<br>t accepted by the Seller. | nt of \$ as a <b>3% depo</b><br>aid cheque will be returned if the tender con |  |  |  |  |
| 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 |       |  |   |  |  |  |  |

2.

3.

Address:

File No. 00202-045F/bw

**Click Here to Open the Bid Form in a New Tab** 

Home #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Email:

# Town of Maple Creek - Zoning Map

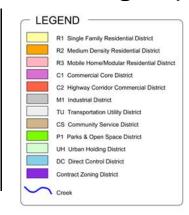
# FIGURE 1

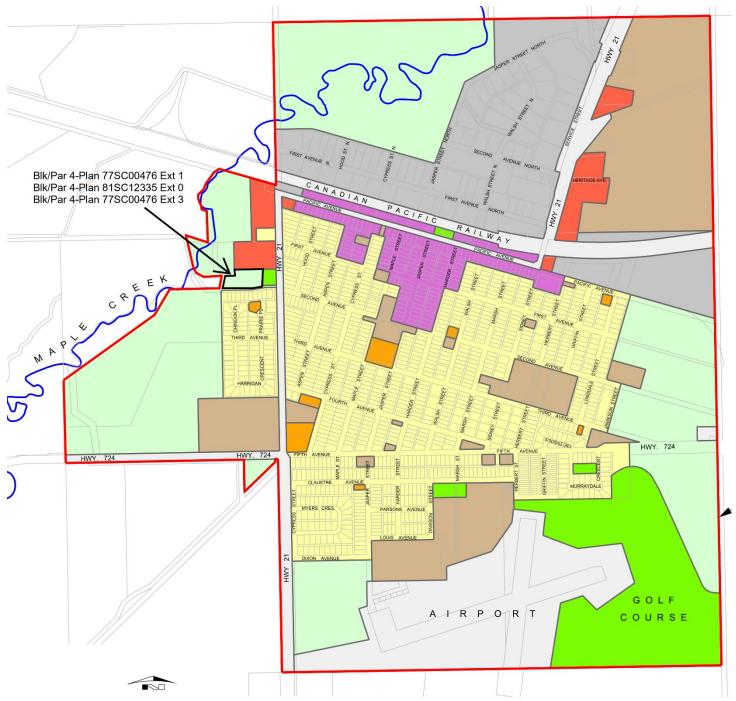
TOWN OF MAPLE CREEK ZONING PLAN

BOUNDARY CONTAINING APPROXIMATELY 455.5 ha SCALE 1: 10000

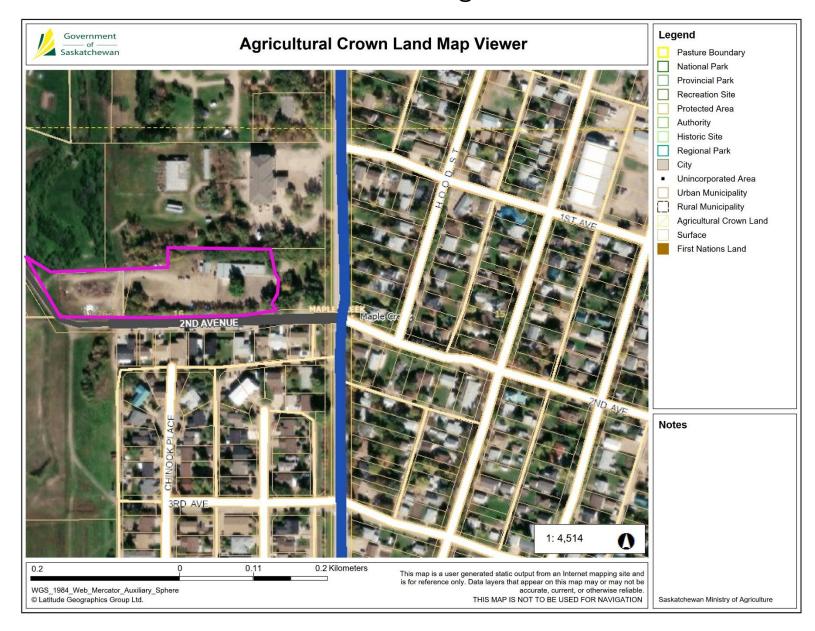
March, 2011

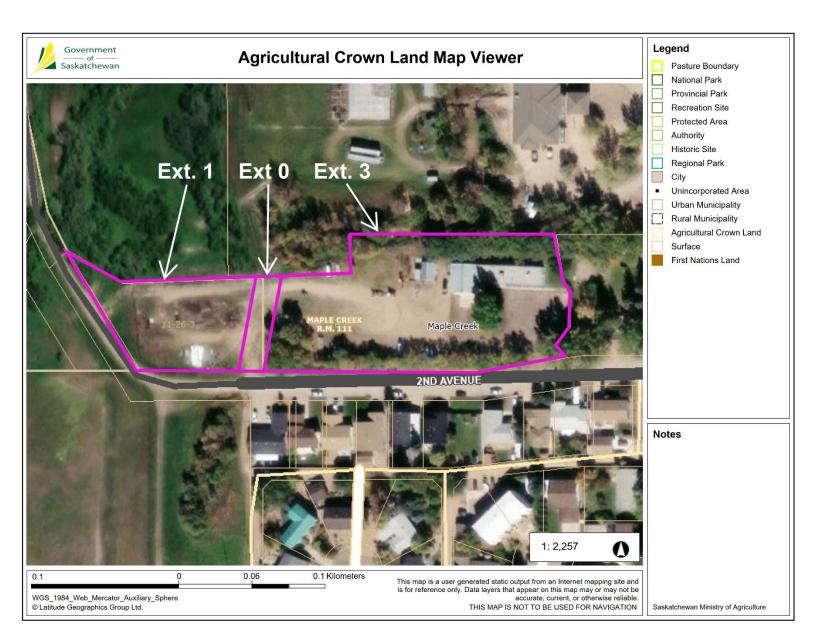
6940600 zoning dgn





# Satellite Images





# SAMA Report

Detailed Property Profile Print Date: 20-Feb-2025 Page 1 of 3

Municipality Name: TOWN OF MAPLE CREEK Assessment ID Number: MAPLE-504920000 PID: 4146650

Civic Address: 2,24 Reviewed: 20-Oct-2023

Legal Location: Pa Supplementary: PF

Parcel 4 Block Plan 75SC00476 S PFRA ISC #204050551 SE 16-11-26 W3 SUP 20 Title Acres: 2.24
School Division: 211
Neighbourhood: MAPLE-350
Overall PUSE: 7100

Change Reason: Maintenance
Year / Frozen ID: 2025/-32560
Predom Code: MS344 Office Buildings

Data Source: SAMAVIEW

Method in Use: C.A.M.A. - Cost Call Back Year:



**NON AGLAND** 

LandID Lot Plot USE Shape Frontage Plot Side 1 Plot Side 2 Units Rate Schedule Rate Standard LSM ADJ S S W C T E A U S Liability Total Class Plot No. Size Depth -1 Sub ST Value 2,490.98 0.99 PR MY N 1 CO \$5,580 1654442 CL AC 2.24 Urban - Acreage

1 Lump Sum: 0.00 Prime Rate \$3,904.60 LSM this land rec only: N

Total Acres: 2.24

RESIDENTIAL SUMMARY

Func Liability Model Bldg SEC Condition Bmt MAF MRA Total Bldg Class Model ID Obs Sub ST Depr Qual Rm % ID Value 57 CO MS-ROUTBLDGO ROUTBLDGO 4144498 3 - Fair (0.8) - Good 0 7,100 Area Code(s): Year Built Eff Year Base Area Dimensions Unfin%

DET\_GAR 1952 1952 546 28.0 X 19.5 <u>RESIDENTIAL DETAILS</u>

Section: MS-ROUTBLDGO Eff Year Built: 1952 Building ID/SEQ: 4144498/0 Phys Depr: 64 Func Obsc: 0 Condition: (0.8) - Good

MAF: 57 Notes:
Area Code: DET\_GAR Area Year Built: 1952 Base Area: 546

Quality: 3 - Fair Detached Garage Rate: Detached Garage Garage Garage Finish Rate: Interior Lining

Garage Wall Height Adjustment: 08 Garage Floor Adj: Incomplete Adjustment :

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**Detailed Property Profile** Print Date: 20-Feb-2025 Page 2 of 3

Municipality Name: TOWN OF MAPLE CREEK Assessment ID Number : MAPLE-504920000 PID: 4146650

COMMERCIAL SUMMARY

Const Occup. Bldg Bldg Eff. Yr SEC TRA Sty Sty Func Econ Phys Econ Phys Liability
OBS DEP UN MAF Sub ST Sub Tax Section Class Value NO OBS Qual Cond Perim Area/Vol Area HT Model Model Class Type ID Sea BLT MC-14 MS-406 **GEN** 131020 0 1978 0.7 - Very Good 176 1920 1920 14 00 % 56 CO 47,040 Dimensions: 48.0 x 40.0 MS-344 S 0.9 - Above Average 83,790 MC-15 GEN 131022 0 1983 242 1890 3180 12 00 % 65 0 Dimensions: 63.0 x 30.0 MC-15 MS-344 S GEN 131022 1 1995 B 0.9 - Above Average 242 1290 3180 12 1 00 % 00 % 36 0 57 1 E CO 103.980

Dimensions: 43.0 x 30.0

COMMERCIAL DETAILS

Building ID& Seq: 131020/0 Model: MC-14 Sub Model: 406 - Storage Warehouse Section Area/Vol: 1920 Perimeter: 176 Act. Year Built: 1978 Eff. Year Built: 1978 Building Life Expectancy: 40 Year Life Expectancy MAF: 57

Notes:

Description: Construction Quality: B - Average Ventilation 1: 100% - Yes

Air Conditioning Type 2: Elevators: No Elevators

Total # of Storeys: Section: 01 Storey Dock Leveler Size:

**Throughput Factor:** 

Description:

Occupancy Type: Occupancy - Base Rate Heating Type 1: 100% - Unit Heater

Ventilation 2:

Sprinklers 1: 100% - No Sprinklers Dock Height Area: 0

Total # of Storeys: Building: 01 Storey Dock Leveler Number:

CAF Adjustment: 100

Construction Class: S (Steel Frame)

Heating Type 2:

Air Conditioning Type 1: 100% - No Air Conditioning

Section Area/Vol: 1890

Sprinklers 2: Storey Height: 14 Dock Leveler Type :

Physical Condition: 0.7 - Very Good

Model: MC-15 Sub Model: 344 - Office Building

Act. Year Built: 1983 Eff. Year Built: 1983 Notes:

Construction Quality: B - Average

Air Conditioning Type 2:

Elevators: No Elevators

CAF Adjustment: 100

Ventilation 1: 100% - No Ventilation

Total # of Storeys: Building: 01 Storey

Building ID& Seq: 131022/0

Building Life Expectancy: 45 Year Life Expectancy

Occupancy Type: Occupancy - Base Rate Heating Type 1: 100% - Forced Hot Air

Ventilation 2:

Sprinklers 1: 100% - No Sprinklers

Storey Height: 12

Physical Condition: 0.9 - Above Average

Construction Class: S (Steel Frame)

Heating Type 2:

Air Conditioning Type 1: 100% - Central Unit - Packaged

Sprinklers 2:

Total # of Storeys: Section: 01 Storey

Throughput Factor:

Model: MC-15 Sub Model: 344 - Office Building Building ID& Seq: 131022/1 Section Area/Vol: 1290 Perimeter: 242 Act. Year Built: 1995 Eff. Year Built: 1995 Building Life Expectancy: 45 Year Life Expectancy MAF: 57

Notes:

Description: Occupancy Type: Occupancy - Base Rate Construction Class: S (Steel Frame)

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Data Source: SAMAVIEW

Perimeter: 242

MAF: 57

**Detailed Property Profile** 

Print Date: 20-Feb-2025 Page 3 of 3 Municipality Name: TOWN OF MAPLE CREEK Assessment ID Number: PID: 4146650

Construction Quality: B - Average Ventilation 1: 100% - No Ventilation

Air Conditioning Type 2: Elevators: No Elevators

Total # of Storeys: Building: 01 Storey

CAF Adjustment: 100

Heating Type 1: 100% - Forced Hot Air

Ventilation 2:

Sprinklers 1: 100% - No Sprinklers

Storey Height: 12

Physical Condition: 0.9 - Above Average

MAPLE-504920000

Heating Type 2: Air Conditioning Type 1: 100% - Central Unit - Packaged

Sprinklers 2:

Total # of Storeys: Section: 01 Storey

Throughput Factor:

**Value Change Comments:** 

MN24: CORRECTED LOT SIZE DUE TO SUBDIVISION. PURCHASED BY RM, NOW EXEMPT.
RS24: ASSESSED FROM 0UTSIDE, ADDED VENTILATION TO 406, AND ADJUSTED CONDITION RATING FROM .8 TO .7, ADJUSTED CONDITION RATING ON DET
GARAGE FROM .9 TO .8. BLDG APPEARS TO BE IN GOOD REPAIR, AND VACANT. CORRECTED LLD.
2011 COMMRS: CHANGED COND RATINGS. Improvements: APRIL/02 ADJUSTED COND ON GAR AND INSUL

REVAL13:OVERRODE LAND TO CORRECT VALUE

Assessed & Taxable/Exempt Values (Summary)

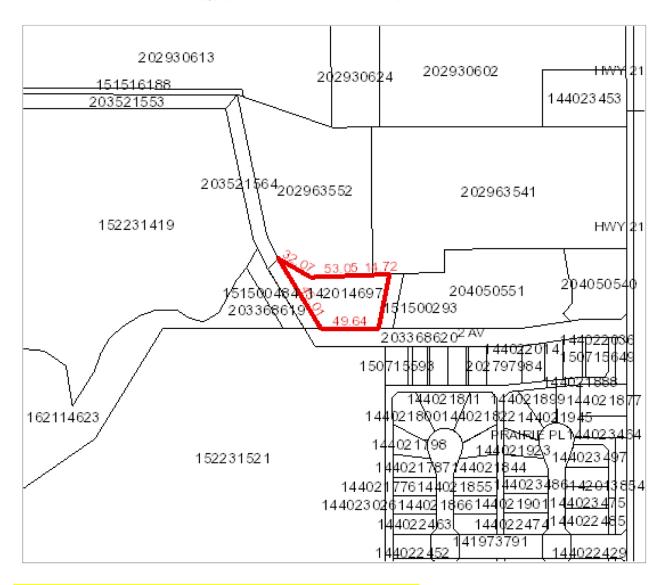
| Description             | Appraised Values | Adjust<br>Reason | Liability<br>Subdivision | Tax<br>Class            | Percentage of value | Taxable | Adjust<br>Reason Exempt | Adjust<br>Reason | Tax Status |
|-------------------------|------------------|------------------|--------------------------|-------------------------|---------------------|---------|-------------------------|------------------|------------|
| Improvement             | \$241,900        |                  | 1                        | Comm & Industrial Other | 85%                 | \$0     | \$205,615               |                  | Exempt     |
| Non-Agricultural        | \$5,600          |                  | 1                        | Comm & Industrial Other | 85%                 | \$0     | \$4,760                 |                  | Exempt     |
| Total of Assessed Value | es: \$247,500    |                  |                          | Total of Taxabl         | e/Exempt Values:    | \$0     | \$210,375               |                  |            |

### **Parcel Pictures**



### Surface Parcel Number: 142014697

REQUEST DATE: Fri Feb 21 09:16:07 GMT-06:00 2025



Owner Name(s): RURAL MUNICIPALITY OF MAPLE CREEK NO. 111

Municipality: RM OF MAPLE CREEK NO. 111 Area: 0.32 hectares (0.79 acres)

Title Number(s): 156442934 Converted Title Number: 77SC00476C

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: Blk/Par 4-Plan 77SC00476 Ext 1

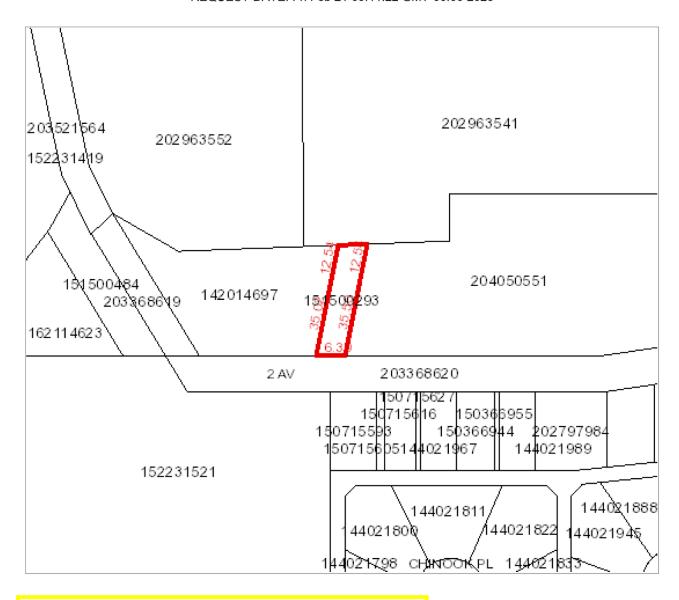
Source Quarter Section: SE-16-11-26-3

Commodity/Unit: Not Applicable



### Surface Parcel Number: 151500293

REQUEST DATE: Fri Feb 21 09:11:22 GMT-06:00 2025



Owner Name(s): RURAL MUNICIPALITY OF MAPLE CREEK NO. 111

Municipality: MULTIPLE Area: 0.057 hectares (0.14 acres)

Title Number(s): 156443610 Converted Title Number: 82SC01963

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: Blk/Par 4-Plan 81SC12335 Ext 0

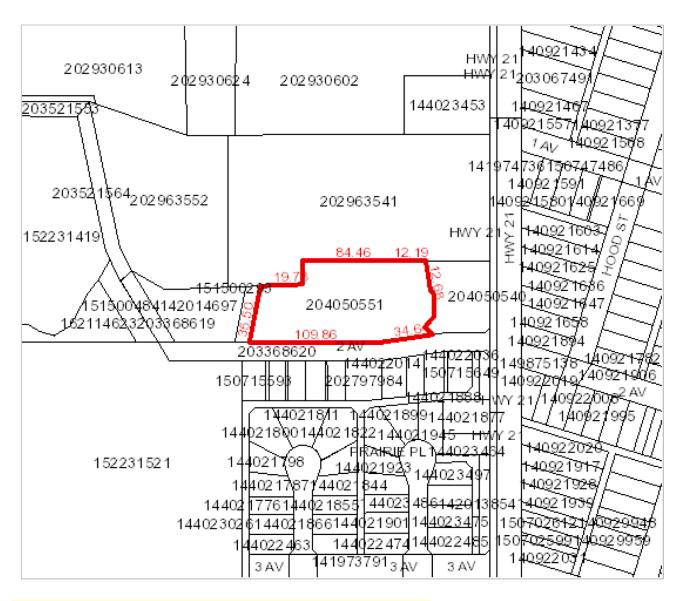
**Source Quarter Section**: SE-16-11-26-3

Commodity/Unit: Not Applicable



### Surface Parcel Number: 204050551

REQUEST DATE: Fri Feb 21 09:17:07 GMT-06:00 2025



Owner Name(s): RURAL MUNICIPALITY OF MAPLE CREEK NO. 111

Municipality: TOWN OF MAPLE CREEK Area: 0.905 hectares (2.24 acres)

Title Number(s): 157100789 Converted Title Number: 77SC00476C

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: Blk/Par 4-Plan 77SC00476 Ext 3

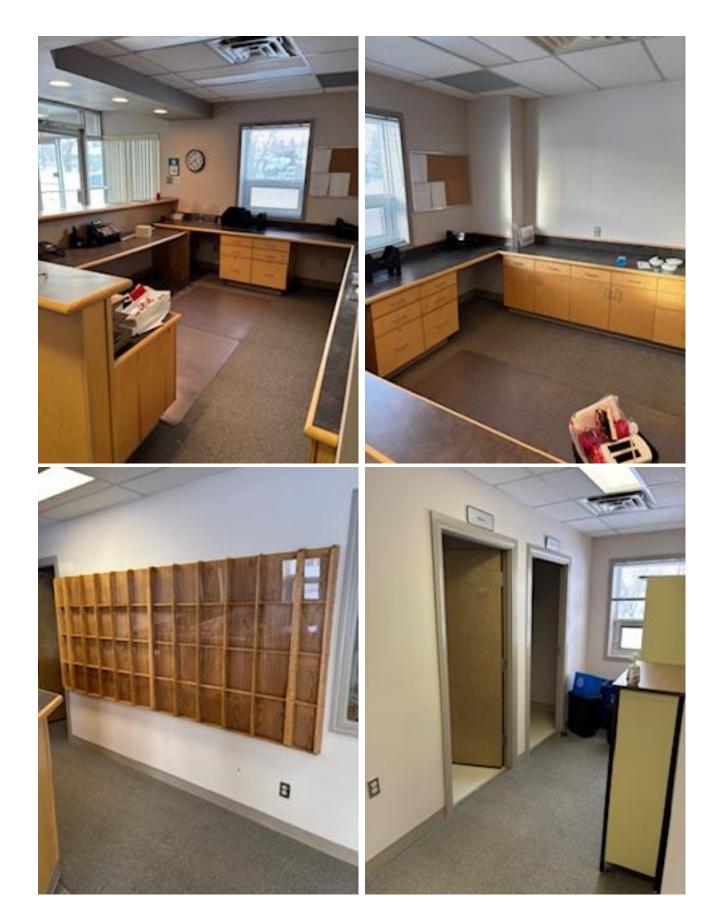
Source Quarter Section: SE-16-11-26-3

Commodity/Unit: Not Applicable

Photos



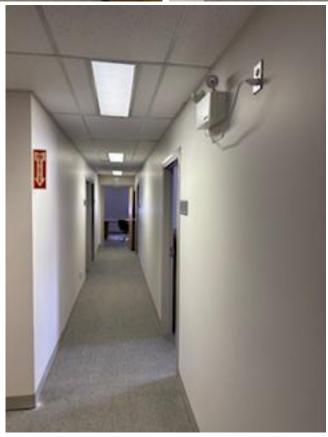




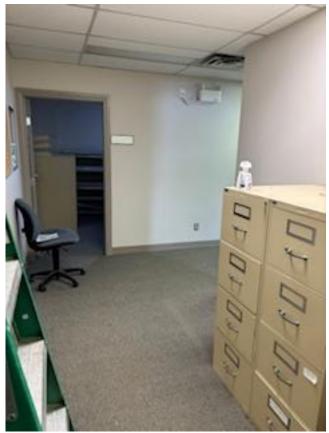


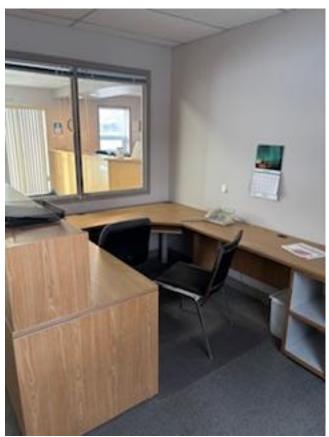


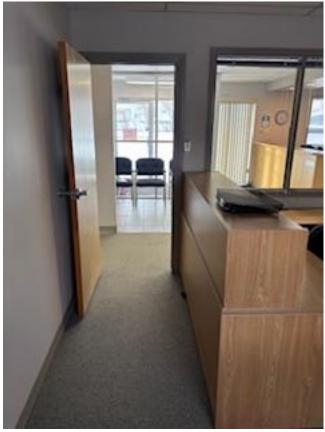


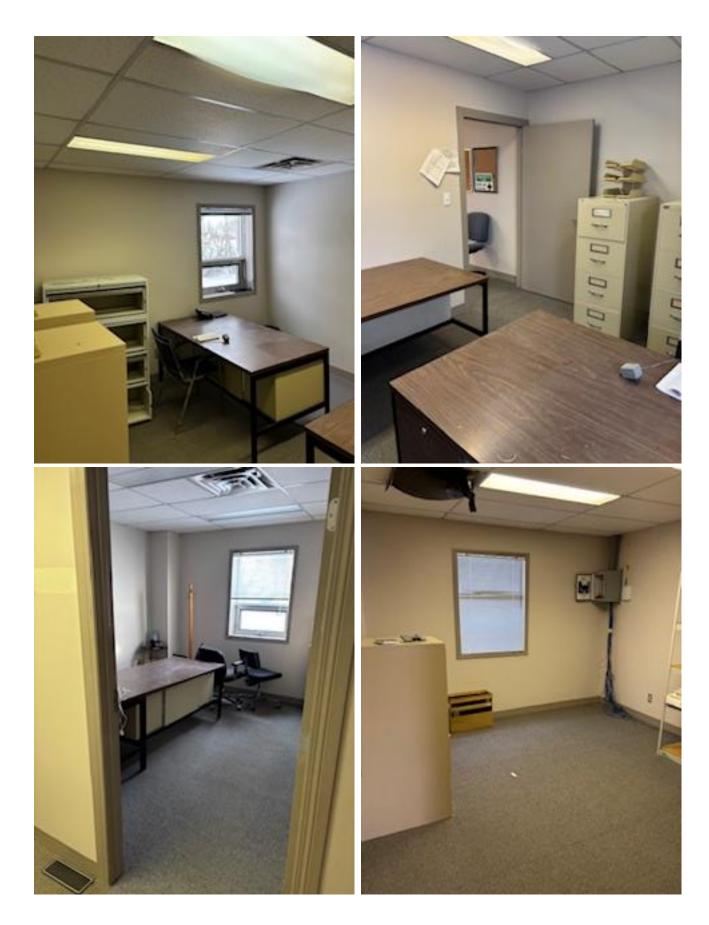




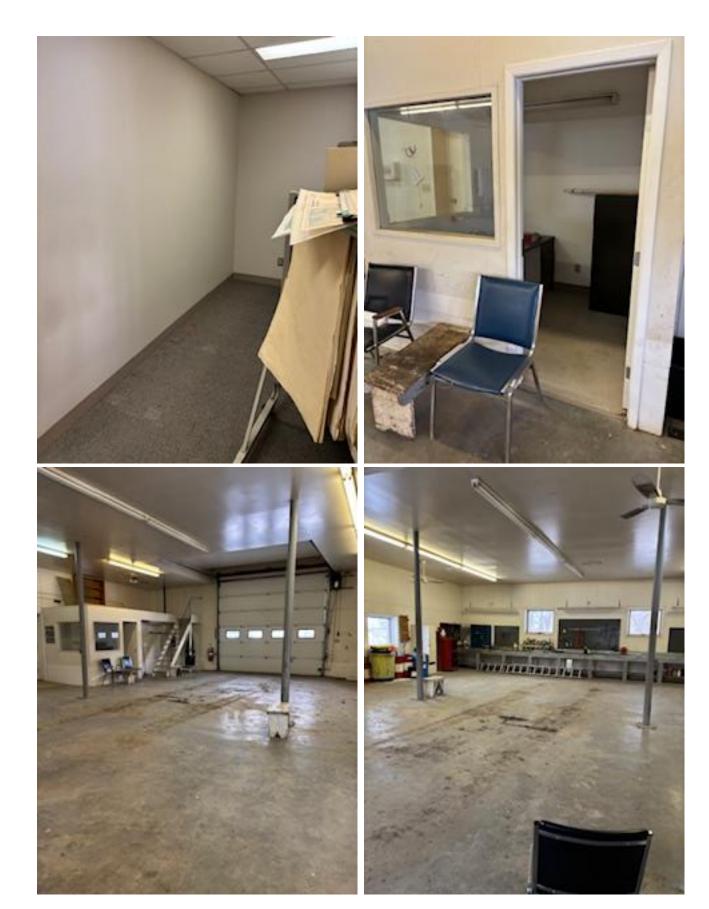


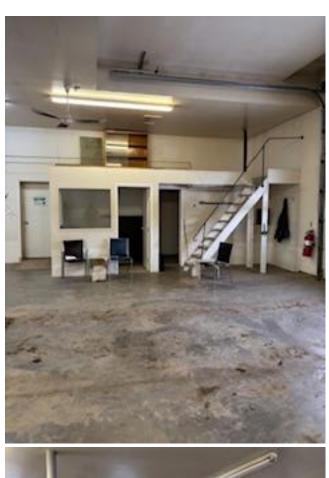










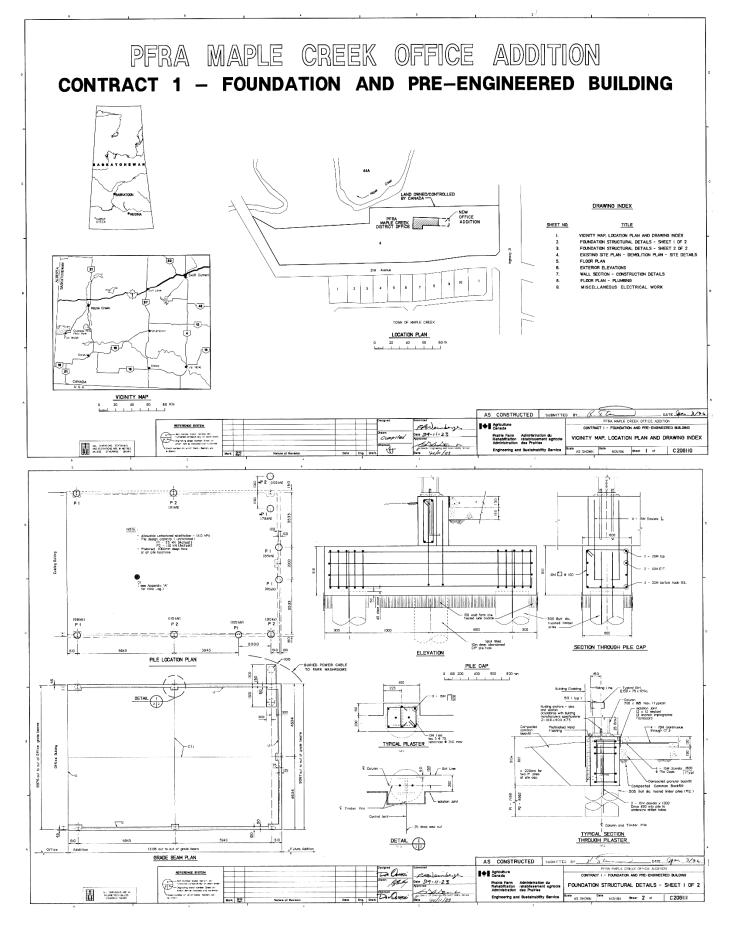


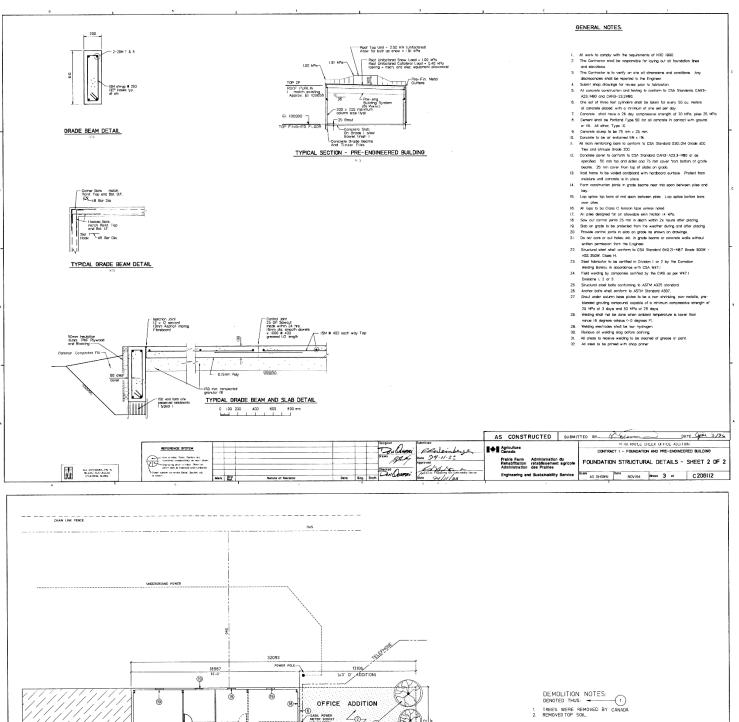


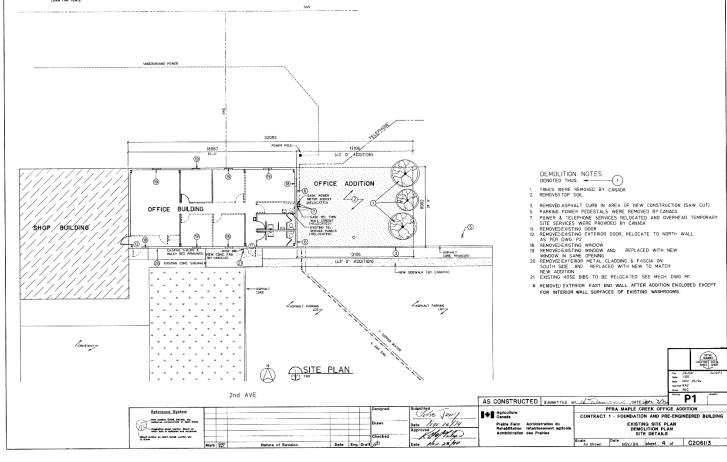


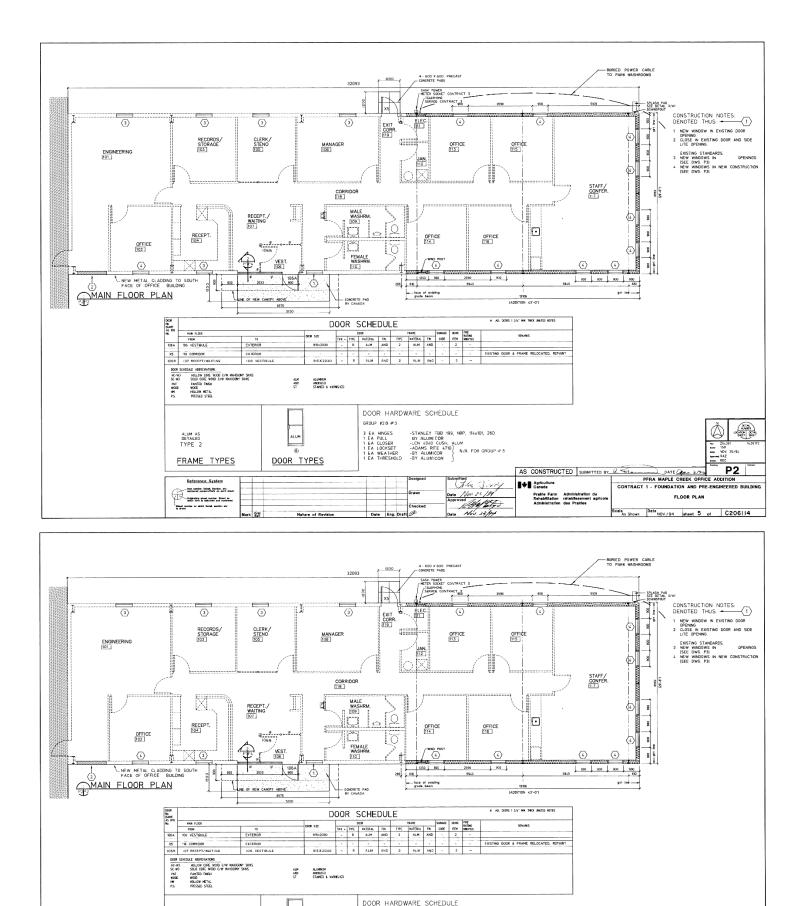


### Floor Plans









GROUP #28 #3

3 EA HINGES 1 EA PULL 1 EA CLOSER 1 EA LOCKSET 1 EA WEATHER 1 EA THRESHOLD

DOOR TYPES

ALUM AS DETAILED TYPE 2

FRAME TYPES

Here number, Dutet, Bectler, etc.

Objective sheet number. Sheet or which then is bed-caled user number of which then is bed-caled user numbered.

-STANLEY FBB 199, NRP, 114x101, 26D BY ALUMICOR -LCN COLD CUSH, ALUM -ADAMS RIE 4710] -BY ALUMICOR -BY ALUMICOR

The Jerry

Nov. 22 Date /Vov. 23 /94

Agriculture Canada

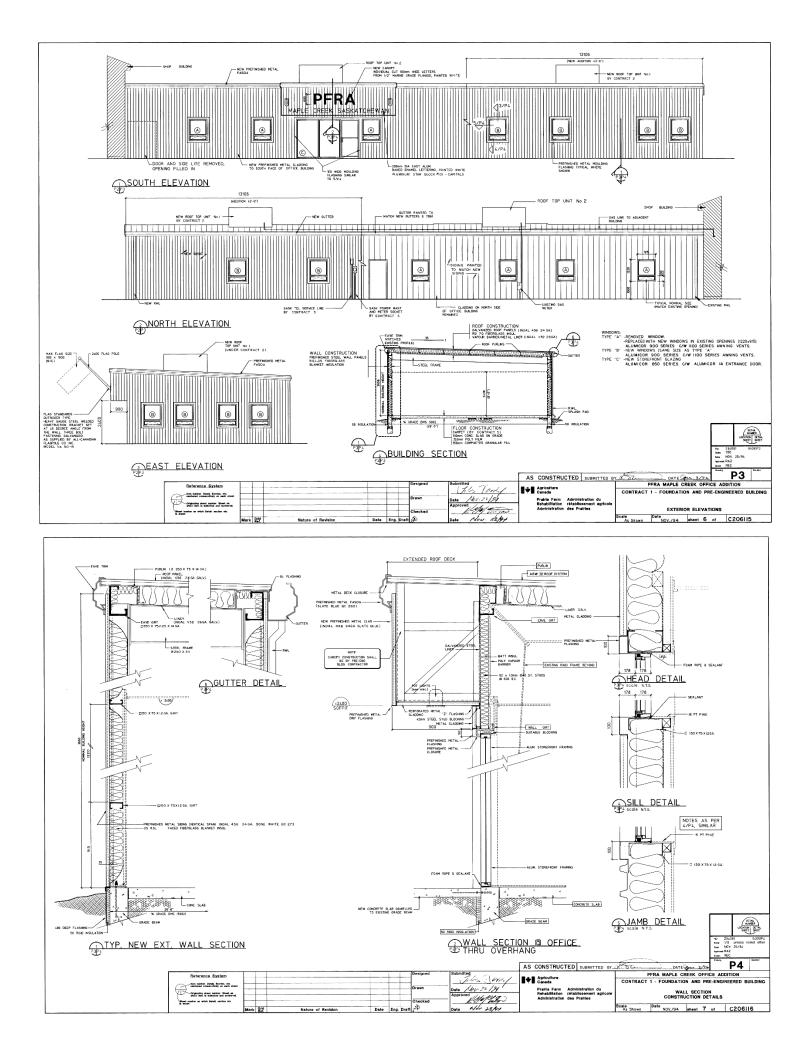
SETAL HUNDER LOCATION CETAL SHEET SHEET

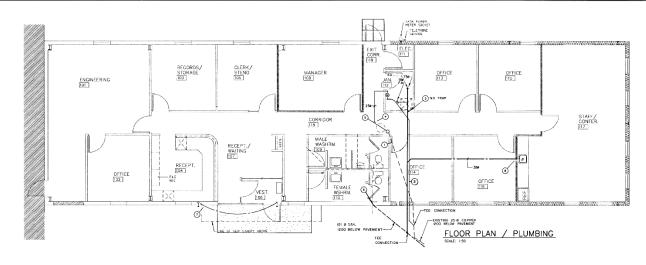
The 294.091 Selec 150 bots NOV. 25/94 Account 9A7

AS CONSTRUCTED SUBMITTED BY (C. STANDARD CREEK OFFICE

CONTRACT 1 - FOUNDATION AND PRE-ENG

FLOOR PLAN Cale As Shown NOV./94 sheet 5 of C206114





#### - DIVISION 15

- OVE ALL NECESSARY NOTICES, OBTAIN ALL NECESSARY PERMITS, AND PAY ALL FEES IN ORDER THAT THE WORK HERDMATTER SPECFED MAY BE INTRALED CONFERNING TO THE LIMPS AND REQULATIONS OF ALL AUTHORITES HAVING JURISDICTION BETTOR: FRAM, ACCEPTANCE, CHITECANIS AND ISSUED THAT FOLICIONIS CODES SHICL LASS BE ADHRED TO

- THE USE OF TRACE MANES SHALL CONSTITUTE A BASIS LIFON WHICH EQUALS CAN BE ESTABLISHED. SUBSTITUTION WILL BE ALLOWED, BUT ONly for WHITELE PREMISSION. THE WHITELE PREMISSION A TRACE MANE IS USED, THE WORK SHALL BE CONCILIED IN A CONSTITUTION OF THE WORK SHALL BE CONCILIED IN THE WORK SHALL BE

- DEADTOR ACCORDER OF THE QUARTICLESS WHICH DISTRICTIONS NOW IN 1000, DIE WARE DAME IS the Deades to SE-CANAGON ME. AT AN EMPOREAL FOR A LANGE OF HIS DONE HORSE TO HAN AND TO COUNTY WITH PROBEET THOSE BY DAMES CAUSED TO SEND HOUSE DESCRIPTION OF HAMPERS CAUSED.

  C) PROTECTION OF HIS DONE HOUSE DEADTOR AND HAMPERS AND THAT OF OTHERS WHILL HE RADING IS COCCUR.

  OF HOUSE OF HOUSE DEADTOR HAMPERS PROTECTION OF ADDRESS OF OWNER, TO CAMBON AND THE PROPERTY OF THE
- 4. XEP N THE JOB OFFICE AN DATA SET OF WHITE PRINTS ON WHICH SHALL BE MARKED, AS WORK PRODRESSES, ALL CHANGES AND DENOTIONS IN RIMANUS OF PHYMO, DUCKNORN OF LOCATION OF EQUIPMENT. THESE RECORD DRAWNOS WILL BE USEN TO CHANGE ON COUNTRIES OF THE JOB CO.
- AFTER THE WORK IS COMPLETED AND ACCEPTED, EME CANNOA A ONE-TEAR WRITTEN GUARANTEE AGAINST ALL DETECTS IN COUNTRIES, MAD/OR MORNAMENTH, EXCEPT WHERE SUCH DETECTS AND DUE TO THE CANADAS
- CLEARWHILD OF INCOMICAL SCREECE (INCLUDING HILD, DOIESTIC WATER, ETC.) MIST BE KEPT TO A MANNING SINCE BEGLIAR OFFSETON OF THE EXCENSE BELLING, MIST BE IMMORRABED. WHO, ANY SERVICES MAY BE BE ESCOPPINED. FOR CHANGEDOR, MISE ARE EXCESSIVE PREMIORIESTS WITH ANALIA. WHICH DOSISTEN OF ON A RESTRICT SCHED, MAKE PROPER REPAIRS TO DOSTRIG INSULATION, PROVIDE WAITES WHERE CONNECTIONS TO EXCENSE OFFICE.
- ALL MATERIAL REMOVED DURING DEMOLITION SHALL RECORD THE PROPERTY OF CAMMA AND STOCKHEED AS BRECTED ON SITE. MATERIAL MOT ACCEPTED BY CAMBA SHALL BE REMOVED FROM THE SHE BY THE WEDN CONTRACTOR.

- ALL CUTTING AND DRILLING RECURED TO INSTALL MECHANICAL SYSTEMS SHALL BE THE RESPONSIBILITY OF THE MECHANICAL COMPACIOR. THE MECHANICAL COMPACIOR SHALL ACCURATELY LOCATE OPENINGS REQUIRED FOR HIS WORK AND OBTAIN ACCURATE OF TRELANS.

  AND AND AREA CHARACT OR STREET, PRODUCT TO CUTTING OF TRELANS.
- DOMESTIC MATER PIPING ABOVE GRADE TO BE TYPE IL COPPER. SANTAR MI COURTINOS

ALL & SPECT OR PLAN END WITH MJ CLAMPS
PLASTIC COMPLETE WITH SOLVENT JOINTS
- BURSED BELOW GRADE DWLY
LEAD FREE SPLOTE

COPPER TYPE L
LIDD FREE SOURCE
SCHOOL 40 BACK
SCHOOL 40 BACK
SCHOOL 40 BACK
SCHOOL 40 BACK
SCHOOL 50 BACK
SCHOO

- HADDES AND SUPPORTS SHALL SCOULE PIES IN FLACE, PREVENT WIBERION, MARKAIN CRADE BY ADJUSTMENT, PROME FOR EXPANSION AND CONTROLTION INVESSES OF SUPPORTS SHALL BE LOCATED ASSACRIT ON ALL WAYES, AND SUPPORTS SHALL BE PRINT CONTROL WAS STRESSES IN PHYSICA OR QUARMENT, ALL DOYSOD HADDESS
- COVER COLD WATER PPI .v. Equipment throughout with Fibrequass dual Temp vapour barrier
- 15. COMER HOT MATER AND RECROSIATION FIRMS WITH 12MM ECONOMY GLASS FIRMS. RECAMMIS WHERE PIPMS IS EXPOSED. IS. COMER WAVES, FETINGS, ETC. ON COLD MATER PIPE WITH 12MM HAVEST,T BRAPPED IN TWO LAYERS TED WITH TWNE AND
- FLOOR DRWIN SPECIFICATION. ANCON FD-200-FC ABJUSTABLE FLOOR DRWIN WITH SURFACE MEMBRINE CLAMP

NUMERICAL NOTE LEGEND

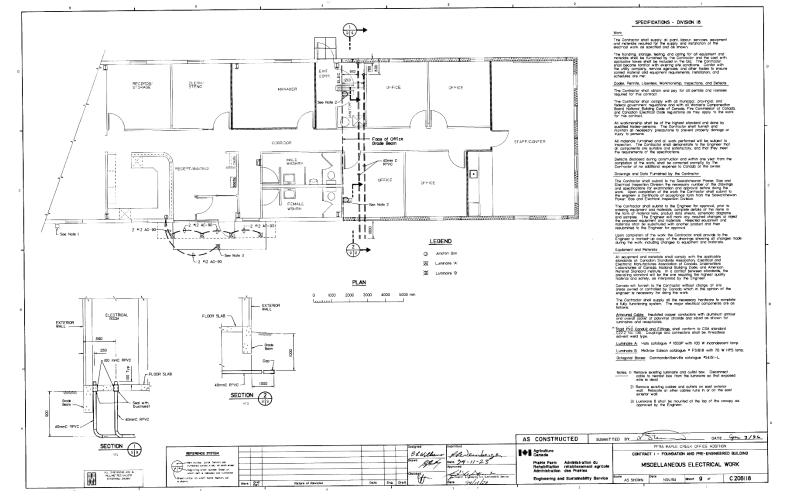
- 2) WAVE NEW 25% CONNECTION TO EXISTING WATER LINE OUTSIDE OF NEW ADDITION. BUT NEW FIRMS TO FUTURE RELOCATION AS SHOWN WITH SEARLESS TYPE "Y SOFT COPPUR (NO JOINTS PERMITTING CONFIRM DEACT LOCATION OF EXISTING LINE ON STE
- 3 ROUGH IN FOR FUTURE RELOCATED SERVICE SIN
- ONNECT TO EXISTING DOMESTIC MATER PIPING CONFIRM DOACT LOCATION ON SITE
- S EXISTING WATER NETER TO BE RELOCATED TO NEW
- 8 MAKE NEW 750 CONNECTION TO EXISTING 1000 SANITARE CONFIRM SIZE AND EXACT LOCATION ON SITE.
- (7) RELOCATE DISTING 20# NON-PREEZE HOSE BIBB TO NEW LOCATION SHOWN, EXTEND PIPING AS REQUIRED.
- 8 ROUGH IN FOR FUTURE NEW SIN

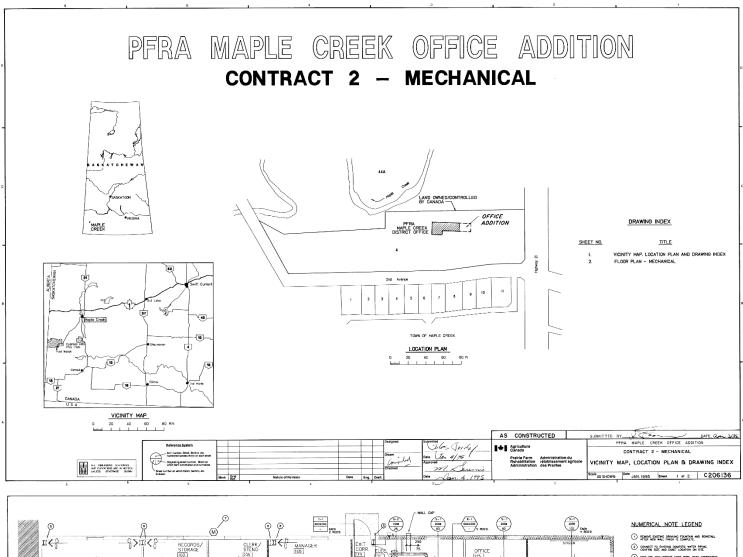


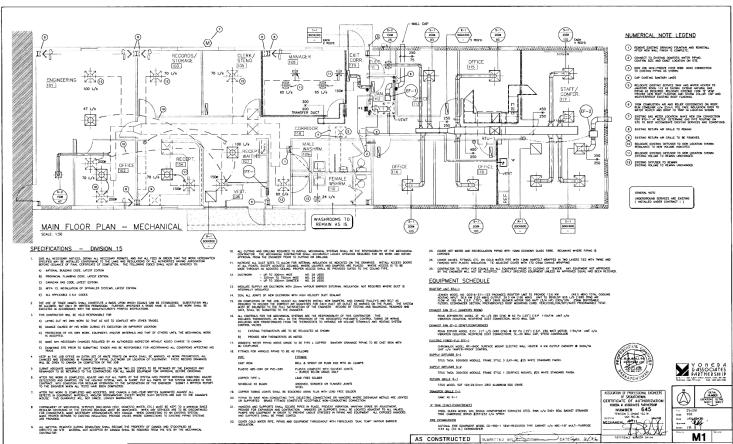




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FLOOR PLAN - MECHANICAL

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# Offer to Purchase Agreement

| THIS | AGREE      | MENT DATED FOR REFERENCE THIS DAY OF MAY, 2025.  |
|------|------------|--|
| BETW | EEN:       | RURAL MUNICIPALITY OF MAPLE CREEK NO. 111 a municipal corporation of and in the Province of Saskatchewan,  |
|      |            | HEREINAFTER CALLED THE "VENDOR"  |
| AND: |            |  |
|      |            | of the Province of, HEREINAFTER CALLED THE "PURCHASER"   |
|      | <u>OFF</u> | FER TO PURCHASE - COMMERCIAL PROPERTY  |
| 1.   | PURC       | HASE PRICE AND PROPERTY  |
| 1.1  | (herein    | urchaser hereby offers to purchase from the Vendor the certain property referred to as the "Purchase Assets" and/or "said Property") for the lase price of   |
|      | (\$        | DOLLARS, (hereinafter called the "Purchase Price") namely:   |
|      | a)         | Land described in attached Schedule "A" (hereinafter referred to as the "lands")   |
|      | b)         | Buildings or improvements described in Schedule "A"  |
|      |            | TOTAL PURCHASE PRICE \$  |
| 1.2  | The Pu     | 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{\\$}{\} to be deposited in trust with the Vendors' Solicitor on or before the <b>22</b> <sup>nd</sup> day of <b>May 2025</b> (the " <b>Closing Date</b> "). |
| 1.3  | on any     | urchaser agrees to pay to the Vendor interest at the rate of <b>8%</b> per annum portion of the purchase price, not received by the Vendor's Solicitor as at the possession date.                      |
| 2.   | PURC       | HASE PRICE HELD IN TRUST   |
| 2.1  | Vendo      | eposit and the balance of the Purchase Price shall be held in Trust by the r's Solicitor until Title to the lands register in the Purchaser's name subject the Permitted Encumbrance.                  |

#### 3. POSSESSION DATE

3.1 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 Vendor (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.

#### G.S.T.

5.1 The Purchaser confirms that he 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 Vendor 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 Vendor until the Possession Date and at the risk of the Purchaser from and after the Possession Date.

### WARRANTIES AND RESPONSIBILITIES

- 7.1 The Vendor warrants and represents and acknowledges 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;
  - 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 Vendor is a Canadian resident for the purposes of and within the definition of the *Income Tax Act*, for Canada;
  - d) The Vendor 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.

### 8. MOVEABLES / GRAIN ON HAND

8.1 Any moveables belonging to the Vendor, remaining on the property after the 29<sup>th</sup> day of May 2025, shall be deemed to belong to the Purchaser and the Purchaser shall be free to deal with such moveables as his own property.

#### 9. COSTS AND LEGAL FEES

- 9.1 Each party shall be responsible for their respective legal fees regarding this transaction.
- 9.2 The Vendor shall be responsible for all legal costs to prepare the Transfer Authorization.
- 9.3 All Land Titles fees with respect to this transaction 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 "Vendor" in this agreement shall include the Executors, Administrators and assigns of the Purchaser and the Vendor, 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.

- Intentionally Left Blank - Signing on Next Page -

| THIS OFFER TO PURC | CHASE DATED this day of May 2025. |
|--------------------|-----------------------------------|
|                    |                                   |
| "Seal"             | PER:                              |
|                    | PER:                              |
| Witness            |                                   |

### **ACCEPTANCE**

|                   | THE UND   | ERSIGN  | IED, Ven    | dor of the | e prope | erty here | eby accep  | ts the at | pove offer | and |
|-------------------|-----------|---------|-------------|------------|---------|-----------|------------|-----------|------------|-----|
| agrees            | to comple | ete the | sale on the | ne terms   | and o   | condition | ns in the  | Offer ar  | nd should  | the |
| Vendor<br>deposit |           | e Purch | aser at h   | is option  | may     | cancel    | this contr | act and   | withdraw   | the |

|       | SIGNED and dated at Maple Creek, Saskatchewan, on the day | of May      |
|-------|---|-------------|
| 2025. |   |             |
|       | D, SEALED AND DELIVERED E PRESENCE OF:                    |             |
|       | RURAL MUNICIPALITY OF MAPLE CR                            | EEK No. 111 |
|       | Per:Elden Jamieson, Reeve                                 | Y           |
| 11    | Per   |             |
|       | Christine Hoffman, Administrator                          | _           |

THIS IS SCHEDULE "A" TO A CONDITIONAL OFFER TO PURCHASE -RESIDENTIAL PROPERTY MADE IN DUPLICATE THE \_\_\_\_ DAY OF MAY 2025 BETWEEN RURAL MUNICIPALITY OF MAPLE CREEK No. 111, AS VENDOR, AND , AS PURCHASER.

### SCHEDULE "A"

### **DEEDED LAND**

Blk/Par 4 Plan No 77SC00476 Extension 1 As described on Certificate of Title 77SC00476C

Blk/Par 4 Plan No 77SC00476 Extension 3 As described on Certificate of Title 77SC00476C

Blk/Par 4 Plan No 81SC12335 Extension 0 As described on Certificate of Title 82SC01963 PAN

### BUILDINGS

Office building

Storage Warehouse

**Detached Garage** 

### **TOTAL VALUE OF THE LAND**

### **PERMITTED ENCUMBRANCES:**

As to Blk/Par 4 Plan No 77SC00476 Extension 1 and Blk/Par 4 Plan No 77SC00476 Extension 3 and Blk/Par 4 Plan No 81SC12335 Extension 0:

CNV Easement. Saskatchewan Power Corporation and Saskatchewan Telecommunications, reg'd 04 Aug 1977, Int. Register #: 107031529

### As to Blk/Par 4 Plan No 81SC12335 Extension 0:

Easement, Saskatchewan Power Corporation Saskatchewan Telecommunications, reg'd 04 Aug 1977, Int. Register #: 107031529

### Easement

### INSTRUMENT OF GRANT FOR PIPELINE EASEMENT

# THIS INSTRUMENT HAS THE SAME FORCE AND EFFECT AS IF IT WERE LETTERS PATENT

(Section 5(7), Federal Real Property and Federal Immovables Act, S.C. 1991, c. 50)

**ELIZABETH THE SECOND,** by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, QUEEN, Head of the Commonwealth, Defender of the Faith.

TO ALL TO WHOM these Presents shall come,

GREETING:

WHEREAS the lands described in Schedule "A" in the attached Easement for Sewer Pipeline Agreement (Agreement) are vested in Us in right of Canada and are under the administration of Our Minister of Agriculture and Agri-Food.

AND WHEREAS authority has been given for the grant to the Town of Maple Creek, a town pursuant to <u>The Municipalities Act</u> of the Province of Saskatchewan, hereinafter called the grantee, of a Right-of-Way easement for the carriage, conveyance and transportation of sewage and any product or by-product thereof on, over, under and through the lands hereinafter described on the terms hereinafter set out, at or for the price or sum of \$10.00.

AND WHEREAS the interest hereby granted is necessary for the operation and maintenance of the grantee's undertaking.

NOW KNOW YE that We do hereby grant, convey and assure unto the grantee, its successors and assigns, a Right-of-Way easement, for and during the term hereof, to operate, maintain, inspect, alter, remove, replace, reconstruct, use and repair one or more pipelines for the carriage, conveyance and transportation of sewage any product or by-product thereof, and all works of the grantee useful in connection with its undertaking, including, without limiting the generality of the foregoing, all such drips, valves, fittings, meters, equipment and other works as may be necessary or convenient in connection therewith, on, over, under and through all and singular the lands and premises described in the Agreement in Schedule "B", which said Agreement is attached hereto as Appendix "A".

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TOGETHER WITH the right of ingress to and egress from, over, across and through the said lands (and, in case of emergency, over our Lands as defined in the said Agreement) for the grantee's servants, employees, and agents for the purposes aforesaid.

AND TOGETHER WITH, the right to pass and re-pass over existing roads on Canada's lands adjacent to the Right-of-Way as may reasonably be required by for access to and from the Right-of-Way for the grantee's servants, employees, and agents for the purposes aforesaid.

**PROVIDED ALWAYS** and these Presents are issued upon and subject to the terms of the Agreement entered into between Us and the grantee, a copy of which is attached hereto as Appendix "A".

TO HAVE AND TO HOLD the said easement subject always as aforesaid unto the grantee, its successors and assigns, for and during a term that commences upon the date of these Presents and shall continue as long as required for the same purposes as this Easement is granted, or until sooner surrendered, expired, or terminated.

IN WITNESS WHEREOF these Presents have been signed and countersigned under the Federal Real Property and Federal Immovables Act, S.C. 1991, c. 50 of Canada.

DATED as of the date of countersignature this in day of March 2015.

SIGNED on behalf of

Name: Rob May

Title: Manager, Real Property

COUNTERSIGNED on behalf of the

Minister of Justice by:

Name: JODY BUSCH

Title: Counsel

Js sa

### EASEMENT FOR SEWER PIPELINE

THIS AGREEMENT made in triplicate effective the 10 day of March 2015

BETWEEN:

HER MAJESTY THE QUEEN in right of CANADA, as represented by the Minister of Agriculture and Agri-Food (hereinafter referred to as "Her Majesty" or "AAFC")

- and -

# THE TOWN OF MAPLE CREEK, a town pursuant to The Municipalities Act

(hereinafter referred to as "the Town")

### WHEREAS:

CROWN LANDS

A. Her Majesty is the registered owner of and has the administration and control of the lands described in the attached Schedule "A", situated within the Province of Saskatchewan, and hereinafter referred to as "the Lands", which lands are presently used by AAFC as a storage compound;

REQUEST

 The Town has requested a right-of-way easement for an existing sewer pipeline across a portion the Lands;

MINISTER

 The "Minister" as used herein means Her Majesty's Minister of the Department of Agriculture and Agri-Food or his authorized representative; and,

MINISTER'S REPRESENTATIVE D.

Unless provided herein to the contrary or notified otherwise by the Minister, the term "Minister's Representative" shall mean the Director of the Water Infrastructure Division;

NOW THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Her Majesty, and in further consideration of the mutual covenants and agreements hereinafter contained to be observed and performed by the Town, Her Majesty shall issue an Instrument of Grant, pursuant to the authority under the Federal Real Property and Federal Immovables Act, granting, transferring and conveying to the Town, and its servants, employees and agents, a Right-of-Way Easement, within, upon, under or across those portions of the Lands being approximately 0.057 hectares (0.14 acres) as shown outlined in red ink in the Plan and Sketch set out in Schedule "B" attached hereto, (hereinafter referred to as the "Right-of-Way") for the purpose of:

PURPOSE

 (a) Operation, maintenance, inspection, alteration, removal, replacement, reconstruction, monitoring, and/or repair of the sewar pipeline;

INGRESS (EGRESS

(b) Together with the right of ingress to and egress from, over, across and through the Right-of-Way for the Town, its servants, employees, and agents and its and their vehicles, supplies and equipment for all purposes useful or convenient or incidental to the exercise of the enjoyment of the rights herein granted, subject to clause 29; PROVIDED

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HOWEVER, for further clarification, the Town, its servants, employees, and agents shall have the right to pass and re-pass over existing roads on Canada's lands adjacent to the Right-of-Way as may reasonably be required by the Town for access to and from the Right-of-Way; PROVIDED THAT if no road access to the Right-of-Way is available, the Town shall make arrangements with Her Majesty; PROVIDED FURTHER THAT in emergency situations the Town, its servants, employees and agents may have access without the prior approval of the route by Her Majesty over such Lands which the Town requires to pass or re-pass for access to the Right-of-Way; AND PROVIDED FURTHER THAT the Town shall compensate Her Majesty or any person holding an interest in such Lands for any damage caused as a result of such use of the Lands for emergency access to the Right-of-Way;

(all of which said right, license, liberty and privilege shall hereinafter collectively be referred to as "the Easement Rights"); and

(c) Generally, doing all such acts or things on those portions of the Right-of-Way affected by the sewer pipeline as may be reasonably necessary or incidental to the exercise of the Easement Rights.

IT IS UNDERSTOOD AND AGREED by the parties hereto that this Easement shall be and is authorized on the following terms and conditions:

TERM

This Easement shall commence on the date the Instrument of Grant shall have issued in favour of the Town, and shall continue as long as required for the same purposes as this Easement is granted, or until sooner surrendered, expired, or terminated. Upon termination or surrender, the term of this Easement Agreement shall be at an end and the Right of Way shall thereupon revert to its former status.

CONSIDERATION

2. The Town shall pay, on or before the execution of this Easement Agreement, the sum of \$10.00 to the Receiver General for Canada in lawful tender of Canada (the sufficiency of which payment is hereby acknowledged) for the use and benefit of Her Majesty, and deliver same to AAFC.

AUTHORIZED RIGHTS

3. Notwithstanding anything contained in this Agreement, the Town on behalf of itself, its officers, agents, tenants, licensees and invitees acknowledges and agrees that this Easement does not confer or give rise to any greater right upon the Town, its officers, servants, agents, tenants, licensees and invitees than the Minister is authorized to confer.

BURIED ASSET(5)

 The Town covenants and agrees to bury or confirms that it has buried its buried sewer pipeline contemplated by this Agreement in the manner required to meet engineering standards in the Province of Saskatchewan at the time of its burial or as prescribed by Her Majesty.

ASSET LOCATION

5.

The Town shall, upon the request of Her Majesty or any person authorized to act on Her behalf, provide, in a timely manner, AAFC with an existing Plan of Survey disclosing the location of any of its buried assets on the Lands, at its own expense. If no existing plan of survey exists, the Town shall provide AAFC with an existing sketch plan, "as built", or any engineering report or other similar document disclosing the buried asset's location.

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RESTORATION OF SURFACE DEFECT

6.

Where, pursuant to this Agreement the Town assets are placed or laid below the surface of the Right-of-Way, or where such assets are repaired, maintained or removed, the Town shall as soon as reasonably practicable, restore the surface of the Right-of-Way to the reasonable satisfaction of Her Majesty. Until surrender or termination of this Easement, the Town shall make good any defect in the surface of the Right-of-Way, including replacement and levelling of gravel, which in the reasonable opinion of Her Majesty may be attributed to or consequent upon the exercise of Easement Rights or any action or omission of the Town or anyone that the Town is responsible for. The Town shall not construct, install, or erect any pit, basin, channel, well, foundation, pavement, or other structure.

PLAN OF SURVEY

 Prior to any reconstruction work being undertaken, the Town shall submit a Plan of Survey or a sketch plan to the Minister's satisfaction for approval indicating the portion of Lands that any buried assets will occupy.

INDEMNIFICATION

- 8.(a) The Town shall at all times hereafter save harmless and indemnify and keep Her Majesty indemnified from and against and shall be responsible for any loss, costs, damage, including reasonable solicitor/client and administration fees and disbursements, whether by way of claim, demand, action, suit or other legal proceeding, judgement, compromise or settlement, for personal injury, death, environmental impact or property damage, by whomsoever made, brought or prosecuted against Her Majesty by reason of or arising, directly or indirectly out of:
  - (i) the granting of this Easement agreement;
  - the construction, maintenance, use, operation, repair, replacement, inspection or removal of the sewer pipeline within, upon, under or across the Right-of-Way;
  - (iii) the escape, ignition or explosion from whatever cause whatsoever of natural or manufactured gas or related hydrocarbons from or in the sewer pipeline within, upon, under or across the Right-of-Way;
  - (iv) any act or omission, performance or default or the remedying of such performance or default on the part of the Town, its officers, servants, employees, agents, contractors or sub-contractors in respect of or in relation to the sewer pipeline within, upon, under or across the Right-of-Way; or
  - (v) any act or omission on the part of any officer, servant, agent or employee of Her Majesty in respect of or in relation to the sewer pipeline within, upon, under or across the Right-of-Way, but not including such act or omission that, pursuant to this Easement Agreement, is deemed to be or as would in law constitute gross negligence or wilful misconduct; PROVIDED THAT, the failure on the part of any officer, servant, agent or employee of Her Majesty to obtain a buried asset location from the Town or, in

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the event a buried asset location is obtained, the failure of such person to observe the location markings, shall be deemed to be willful misconduct or gross negligence.

(b) The Town will at all times hereafter pay to Her Majesty the amount of any loss, costs, damages or expenses which may be suffered or sustained by Her Majesty, and for which the Town is liable, by reason or arising out of the matters set forth in paragraph 8(a), including all administrative and legal costs.

EXEMPTION

9. Her Majesty shall not be responsible for any bodily harm or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Town and its employees, officers, contractors or agents in connection with the granting of this Easement nor in the construction, maintenance or operation of the sewer pipeline except where there is gross negligence or wilful misconduct on the part of Her Majesty.

TAXES AND LEVIES

10. The Town shall pay and discharge all rates, levies, duties, imports and taxes that may be assessed and levied from time to time against the interest in the Easement or the sewer pipeline, or in connection with the Town's assets and operations in relation to the Lands.

COMPLIANCE WITH LAWS

11. The Town shall, at its own expense, promptly observe, perform and comply with all applicable federal and provincial legislation, regulations, requirements, lawful orders and directives, ordinances, and guidelines pertaining to the sewer pipeline or the exercise of Easement Rights and including, without limiting the generality of the foregoing, the Canadian Environmental Assessment Act, 2012, Canadian Environmental Protection Act, and the Species at Risk Act, as amended or replaced from time to time, and all other laws related to environmental and wildlife conservation and protection. This grant of easement does not serve as a permit to carry out the Town's activity where such a permit must be acquired from any other federal minister or under any federal statute other than the Federal Real Property and Federal Immovables Act.

ENVIRONMENT REMEDIAL ACTION 12.

13.

Should the sewer pipeline, the operations of the Town on the Right-of-Way, or the exercise of Easement Rights contribute to any detrimental environmental change for which the Minister, acting reasonably, considers remedial action is necessary in accordance with the laws and regulations as set out in paragraph 11 above, the Town shall, as soon as is reasonably practicable, undertake the required remedial action and pay the costs of such remedial action.

LIMITATION TO HER MAJESTY'S RIGHT

Her Majesty shall not, without the written consent of the Town, which consent shall not be unreasonably withheld, construct, excavate, drill, install, erect or permit to be constructed, excavated, drilled, installed or erected within, upon, under or across the Right-of-Way, any pit, basin, well, foundation, pavement or other structure or installation. Otherwise, Her Majesty shall have the right fully to use and enjoy the said Right-of-Way except the same as may be necessary to the purposes herein granted to the Town. In addition to the foregoing and for further clarification, if the

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Town grants Her Majesty the foregoing consent, Her Majesty, or any person acting pursuant to Her instructions, shall obtain a buried assets location from the Town, at the Town's expense, before constructing, excavating, drilling, installing, creeting or permitting the same within, upon, under or across the Right-of-Way any pit, basin, channel, well, foundation, pavement or other structure or installation.

# NOTIFICATION OF ARTEFACTS

14. The Town shall as soon as is reasonably practicable notify Her Majesty of any Indian artefact, burial pit, grave or any matter or thing of archaeological interest uncarthed or discovered by the Town and upon discovery, the Town shall conduct its operations in a manner so as to avoid any damage, injury or destruction to ensure the preservation of the same. At Her Majesty's request, the Town shall, at Her Majesty's expense, deliver any such item, matter or thing to Her Majesty's representative. The Town shall have no right, title or interest in any such artefact unearthed or discovered.

## SEWER PIPELINE'S

15. Her Majesty agrees to use Her best efforts to give Her officers, servants, agents and employees notice of the Town's sewer pipeline known to Her Majesty so as to prevent or avoid the occurrence of any act or omission on the Right-of-Way which may cause damage to the sewer pipeline.

#### ASSIGNMENT

 The Town shall not assign this Easement without the prior written consent of Her Majesty, which consent shall not be unreasonably withheld.

#### WAIVER

17. No waiver on behalf of Her Majesty or the Town of any breach shall take place or be binding unless the same be expressed in writing, and any waiver shall not be deemed to be a general waiver, or to limit or affect the rights of Her Majesty with respect to any other future breach.

#### REMOVAL OF THE SEWER PIPELINE

- 18. Upon termination, expiration or surrender of this Easement Agreement, the Town shall have the right to elect to remove or abandon any buried assets of the sewer pipeline from the Right-of-Way on the following conditions:
  - The Town shall notify Her Majesty in writing 60 days prior to the date for termination, expiration or surrender of this Easement Agreement as to its election.
  - (ii) If the Town elects to remove any buried assets of the sewer pipeline, the Town shall at its own expense, remove the said buried assets and restore the Right-of-Way to a condition reasonably satisfactory to Her Majesty within one year of the date of termination, expiration or surrender of this Easement Agreement.
  - (iii) If the Town elects to abandon any buried assets of the sewer pipeline, the Town agrees to forfeit to Her Majesty the said sewer pipeline and the Town shall, within one year of the date of termination, expiration or surrender of this Easement Agreement, at its own expense, ensure that any buried sewer pipeline and any other buried assets have been flushed out, purged and capped in accordance with good engineering and environmental protection practices, and shall notify Her Majesty in writing immediately upon

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completion of such undertaking.

(iv) In the event the Town fails to notify Her Majesty of its election or fails to notify Her Majesty that the buried sewer pipeline and any other buried assets of the sewer pipeline have been flushed out, purged and capped or fails to flush out, purge and cap the same, Her Majesty shall have the right to cause the same to be flushed out, purged and capped at the expense of the Town, and such expense along with administration charges shall become a debt due to Her Majesty by the Town and recoverable as such.

SURVEY MONUMENTS

19.

The Town shall ensure that all legal or control survey monuments are protected, maintained and not disturbed, damaged or destroyed. Should any monuments be disturbed, damaged or destroyed, the Town shall at its own expense replace such monuments by a duly qualified Land Surveyor to the reasonable satisfaction of the Surveyor General of Canada.

RESTORATION AT EXPIRATION

20.

When this Right-of-Way Easement is no longer required, or upon termination, expiration or surrender of this Easement, the Town shall restore the Right-of-Way as near as possible to its original condition prior to the installation of the sewer pipeline. If the Town fails to restore the Right-of-Way, Her Majesty may restore the Right-of-Way or cause the Right-of-Way to be restored to Her reasonable satisfaction and all reasonable costs, expenses and damages incurred by Her Majesty with respect to such restoration, as well as administration charges, shall be paid by the Town to Her Majesty and shall become a debt due to Her Majesty by the Town and recoverable as such.

RIGHT-OF-WAY OBSTRUCTION AND ROAD RELOCATION/RECONSTRUCTION 21.

The Town shall ensure that all or any part of the Right-of-Way is kept clear of any trees, growth, buildings or obstruction now or hereafter which might in the reasonable opinion of the Town interfere with or endanger the sewer pipeline or any part thereof, and the Town shall further ensure that any existing or future road, pathway or parkway constructed on or across the Right-of-Way shall be kept clear at all times from any obstruction by vehicles, supplies, equipment and other materials, except as temporarily required for the purpose of this Easement. In the event that it may become necessary to relocate or reconstruct any seasonal or municipal road adjacent to or upon the Lands, the Town shall be responsible for effecting the relocation or reconstruction of its effected works contained in the Right-of-Way, or for the reasonable costs incurred by Her Majesty pertaining to same.

RIGHT OF ENTRY BY HER MAJESTY 22.

Subject to the provisions of paragraph 13, Her Majesty retains the right to enter, use or cross the Right-of-Way with or without vehicles to construct a road, pathway, parkway or to permit the public to use any such facilities and to landscape the Right-of-Way.

COMPENSATION FOR

DAMAGES

23.

The Town shall pay to Her Majesty, or other person entitled thereto, reasonable compensation for damages to fixtures, improvements, buildings, chattels, crops, emblements, timbers or environmental impact by reason of the exercise of the Easement Rights, including the relocation or recreation of any existing protective fireguard or fireguard, and the relocation of

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any fencing.

BREACH, OF, AND SURVIVAL

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Subject to paragraph 18, if the Town fails to perform or observe any covenant contained herein on its part to be performed or observed, Her Majesty shall be entitled to give the Town notice of breach of covenant and if the Town fails to rectify the breach to the reasonable satisfaction of Her Majesty within ninety (90) days of mailing of such notice or, if the breach is one which cannot reasonably be remedied within ninety (90) days, then within such further period as the Town may request and Her Majesty may approve provided that Her Majesty shall not unreasonably withhold approval of any such request by the Town, it shall be lawful for Her Majesty, without further notice, to declare the Easement rights to be terminated. Thereupon everything herein contained shall absolutely cease, determine and be void without re-entry or any act or any suit or legal proceedings to be brought or taken, provided Her Majesty shall nevertheless be entitled to recover from the Town any monies owing and moreover any right of action by Her Majesty against the Town in respect of any antecedent breach of any of the covenants herein shall not be thereby prejudiced; PROVIDED FURTHER that the rights and obligations contained in paragraphs 8, 9, 11 and 12 shall survive the termination, expiration or surrender of this Easement Agreement.

MINERALS

25.

Nothing herein contained shall be deemed to vest in the Town any title to mines, ores, metals, coals, slate, oil, gas or other minerals within, upon or under the Right-of-Way except only the parts thereof that are necessary to be dug, carried away or used in the use, occupation, replacement, removal, repair, reconstruction, operation, maintenance, inspection or possession of the sewer pipeline. PROVIDED THAT, in the digging to establish the sewer pipeline, should any valuable minerals be discovered or found, notice of such discovery or finding shall as soon as is reasonably practicable be given to Her Majesty by the Town, or any of its servants, employees, agents, contractors or licensees, and title to any such discovery or findings shall not vest nor be deemed to vest in the Town and minerals so discovered or found shall not be carried away but shall be handed over to the Minister's Representative at Her Majesty's expense.

## EASEMENT REGISTRATION INTEREST RUNS WITH LANDS

26.

Her Majesty agrees that this casement interest shall run with the land and that the Town may, at its own expense, register in the Saskatchewan Land Registry against the titles to the Lands an Interest Registration giving notice of same. The Town shall provide Her Majesty with proof of registration within a reasonable period of time. Upon termination, expiration or surrender of the Easement Agreement, the Town shall effect a discharge of the registration of this Easement interest and provide proof of discharge to Her Majesty.

DISPUTE RESOLUTION

27.

Any dispute or disagreement as to the terms and conditions or the interpretation of this Easement shall be referred to a court of competent jurisdiction, unless the parties agree to submit the matter to arbitration for resolution.

QUIET POSSESSION

28.

The Town, performing and observing the covenants and conditions on its part to be performed and observed, shall and

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may peaceably hold and enjoy this Easement interest without hindrance, molestation or interruption on the part of Her Majesty or of any person, firm or corporation claiming by, through, under or in trust for, Her Majesty.

NOTICE OF EXERCISE OF RIGHTS

29.

The Town shall, prior to entering upon the Right-of-Way lands to exercise its Easement Rights, provide AAFC with 30 days' (or any such shorter period as AAFC may accept) written notice of such intention, and shall provide a reasonable description of the nature of the work which it intends to perform, and supply any government permit or issued approval that may be required by it to perform such work in compliance with the law or regulatory authority. This Notice shall be waived in the case of an emergency or an urgent need to enter upon the Lands to prevent or remove an imminent danger, however the Town shall promptly thereafter provide written notice to AAFC of the nature of the emergency that required its urgent exercise of its rights hereunder, and a general description of the work performed to deal with the danger.

SERVICE OF NOTICE

30.

Whenever in this Easement agreement it is required or permitted that notice or demand be given or served by either party to or on the other, the same shall be in writing and shall be forwarded by registered mail to Her Majesty at the following address:

Agriculture and Agri-Food Canada P.O. Box 1088 Airport Road, Gate 2, L.B. Thomson Place Swift Current, SK S9H 3X3

Attention: Dan Runcie, A/Assets Manager Fax: (306) 770-4622

and to the Town at the following address:

Town of Maple Creek P.O. Box 428 205 Jasper St. Maple Creek, SK SON 1N0

Attention: Michele Schmidt, Town Administrator Fax: (306) 662-4131

or any such other address as each respective party may provide to the other as its address for service of notices. If any question arises as to the date on which such notice was communicated to either party, it shall be deemed to have been given on the day it was received or on the third (3rd) day after the notice was mailed, whichever is the earlier. In the event of postal disruption or an anticipated postal disruption, notices shall not be served by mail but shall be served by registered courier and deemed served on the day received.

NON-ENTITLEMENT

 No member of the House of Commons or the Senate will be admitted to any share or part of the within Easement or to any benefit to arise therefrom.

John Hon

| PREANBLE                                       | 32.       | The preamble and the schedules to this Easement Agreement form part of and are to be read with this Easement.  |
|--|-----------|--|
| SINGULAR/PLURAL<br>REFERENCE                   | 33.       | In this Easement Agreement any words in the singular include<br>the plural and words in the plural include the singular and the<br>masculine includes the feminine and neuter where the context<br>so requires.          |
| MARGINAL NOTES                                 | 34.       | The parties hereto covenant and agree that the headings and marginal notes are included in this Easement Agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained. |
| TIME OF ESSENCE                                | 35.       | Time shall be of the essence.  |
| of Her Majesty<br><u>10</u> day of             | the Queen | DF the Minister of Agriculture and Agri-Food, on behalf in Right of Canada, has signed this Agreement this   |
| SIGNED by: ROB MAY in the presence of: Witness | 4         | HER MAJESTY THE QUEEN In right of CANADA as represented by the Minister of Agriculture and Agri-Food  Per:  Robert May  On behalf of the Minister  |

The TOWN of MAPLE CREEK

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Schedule "A"

Being a description of the federal Crown Lands in the Province of Saskatchewan the subject of the attached Easement Agreement

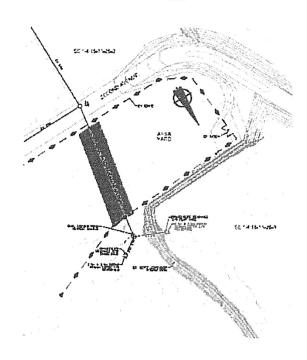
Surface Parcel #151500293, being that portion of: the SE Quarter of Section 16, Township 11, Range 3 West 3<sup>rd</sup> M, in the Province of Saskatchewan described as Parcel "4", Plan No. 81SC12335 Ext 0.



Schedule "B"

Being a Plan and Sketch showing that portion of the Lands in which the Right-of-Way Easement is located in red

Plan



Sketch

