

EASEMENT

THIS EASEMENT MADE AND GIVEN THIS 1st DAY OF NOVEMBER, 2022

BETWEEN

BLADE JAMES YOUNG AND BECKY ANN YOUNG
BOTH OF P.O. BOX 1
TYVAN, SK, CANADA S0G 4X0

(hereinafter called "the Servient Owner")

OF THE FIRST PART

and

BLADE JAMES YOUNG AND BECKY ANN YOUNG
BOTH OF P.O. BOX 1
TYVAN, SK, CANADA S0G 4X0

(hereinafter called "the Dominant Owner")

OF THE SECOND PART

WHEREAS the Servient Owner is the registered owner of:

Surface Parcel # 203916146

Referenced Land Description: NW Sec 21 Twp 12 Rge 13 W 2 Extension 1

(hereinafter called "the Servient Lands")

AND WHEREAS the Dominant Owner is the registered owner of:

Surface Parcel # 203916135

Referenced Land Description: Blk/Par A Plan No 102372836 Extension 0

(hereinafter called "the Dominant Lands")

AND WHEREAS there is situate on the Servient Lands, a water well which has heretofore provided through a pipeline water to the residence situate on the Dominant Lands;

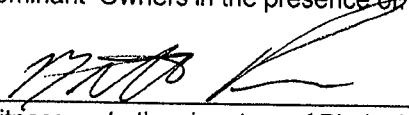
NOW THEREFORE WITNESSETH the mutual covenants of the parties hereto as follows:

1. The Servient Owner herewith bargain, sell, transfer and convey to the Dominant Owner an undivided one-half interest in the water well situate on the Servient Lands including the well, casing, piston, pump, the electrical service thereto and the pipe line transferring water from the Servient Lands to the Dominant Lands.
2. The Servient Owner herewith grants, conveys, transfers and assigns unto the Dominant Owner an easement over the Servient Lands for the purposes of drawing and transporting water from the well to the Dominant Lands, supplying electricity thereto over the existing electrical lines, service and transformer, and maintaining and repairing the facility and pipeline together with reasonable rights of ingress and egress thereto for the such purposes.

3. Dominant Owner agrees to pay the Servient Owner a fee of \$50.00 CAD to be paid on the first day of each month. This fee shall be considered good faith in providing electricity to supply water to the Dominant Lands via the existing lines already in place.
4. The costs of maintaining and repairing the well shall be shared equally by both parties, so long as both the occupants of the Dominant Lands and Servient Lands draw water therefrom.
5. The costs referred to in clause 4 refer only to the costs of the well and pump itself. Each party shall bear the sole responsibility of keeping in good repair their own pipelines (with the line from the Servient Lands to the Dominant Lands for the purpose of transporting water to the Dominant Lands being the sole responsibility of the Dominant Owner).
6. If, at anytime, in the Servient Owners sole discretion, the Servient Owner determines that a new well is required, the Servient Owner will have the right to drill a replacement well or wells, as the case may be, on the Servient Lands and will then connect the well the Water Distribution System to the new well and will abandon the old well in accordance with any applicable provincial legislation that may be in place from time to time.
7. The covenants of the parties hereto will be perpetual and shall run with their respective lands, be annexed thereto and shall extend to, be binding upon and enure to the benefit of every purchaser or transferee thereof and their respective heirs, administrators, successors and assigns until March 31, A.D. 2090.
8. The parties may file caveats or otherwise register the same as provide by *The Land Titles Act, 2000* to protect the rights granted in this Agreement.
9. Each of the parties hereto shall be liable for their obligations to the other only for so long as there are respectively the owner of their respective land and for accounts accrued up to the date thereof but not beyond and are not personally bound or liable other than as owner of their respective lands.
10. The Easement granted will not be extinguished in the event that title or ownership of the Dominant Lands and Servient Lands and improvements vest in the same person. Further, and, in any such event, if any such extinguishment occurs and title to either the Dominant Lands or Servient Lands or the improvements is divested from common ownership, then, and in such event, the successors in title to the same shall be and remain bound to and in respect of the Easement hereby granted and entitled to the benefit thereof as rights, privileges and obligations are created under and by virtue of this Agreement.
11. The laws of the Province of Saskatchewan shall apply to this Agreement.
12. This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.
13. Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

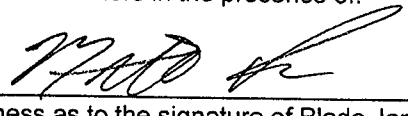
IN WITNESS WHEREOF the parties have hereunto set their hands and seals the 1st day of NOVEMBER A.D. 2022.

SIGNED, SEALED AND DELIVERED by the Dominant Owners in the presence of

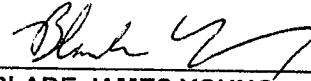

Witness as to the signature of Blade James Young

Witness as to the signature of Becky Ann Young

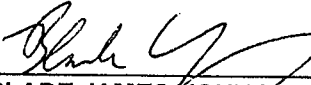
SIGNED, SEALED AND DELIVERED by the Servient Owners in the presence of:


Witness as to the signature of Blade James Young

Witness as to the signature of Becky Ann Young


BLADE JAMES YOUNG

BECKY ANN YOUNG


BLADE JAMES YOUNG

BECKY ANN YOUNG

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)
I, Matthew A. Park
of the City of Regina,
in the Province of Saskatchewan

MAKE OATH AND SAY:


1. I WAS present via electronic means and did see Blade James Young and Becky Ann Young named in the within (or annexed) Instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

2. THAT THE SAME was executed in the village of Tyvan in the Rural Municipality of Wellington No. 97, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. THAT I KNOW the said person and they are, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of Regina, in the Province of Saskatchewan, this 7 day of November, A.D. 2022.


Matthew A. Park


A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF SASKATCHEWAN

My Commission expires March 31, 2024