

# Province of Saskatchewan Land Titles Registry Title

**Title #:** 138969613

**Title Status:** Active

**Parcel Type:** Surface

**Parcel Value:** \$30,000.00 CAD

**Title Value:** \$30,000.00 CAD

**Converted Title:** 00SE05063(1)

**Previous Title and/or Abstract #:** 136877912

**As of:** 17 Feb 2023 10:23:55

**Last Amendment Date:** 28 Dec 2018 14:41:54.323

**Issued:** 09 Mar 2010 10:49:03.433

**Municipality:** RM OF TOUCHWOOD NO. 248

ANGELA MARIE DESFOSSES-BENESH and BRUCE ALEXANDER BENESH are the registered owners, as joint tenants, of Surface Parcel #110282778

Reference Land Description: SW Sec 11 Twp 25 Rge 17 W 2 Extension 0  
As described on Certificate of Title 00SE05063(1).

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

## **Registered Interests:**

**Interest #:**

**180668201**

Mortgage

**Value:** \$200,000.00 CAD

**Reg'd:** 28 Nov 2017 15:45:42

**Interest Register Amendment Date:** 28 Dec 2018 14:41:54

**Interest Assignment Date:** N/A

**Interest Scheduled Expiry Date:** N/A

**Expiry Date:** N/A

**Holder:**

FARM CREDIT CANADA

12040 - 149 Street NW

Edmonton, AB, Canada T5V 1P2

**Client #:** 101944201

**Int. Register #:** 122626010

## **Addresses for Service:**

**Name**

**Owner:**

ANGELA MARIE DESFOSSES-BENESH

Client #: 122435995

**Owner:**

BRUCE ALEXANDER BENESH

Client #: 124431791

**Address**

BOX 412 CUPAR, Saskatchewan, Canada S0G 0Y0

BOX 412 CUPAR, SK, Canada S0G 0Y0

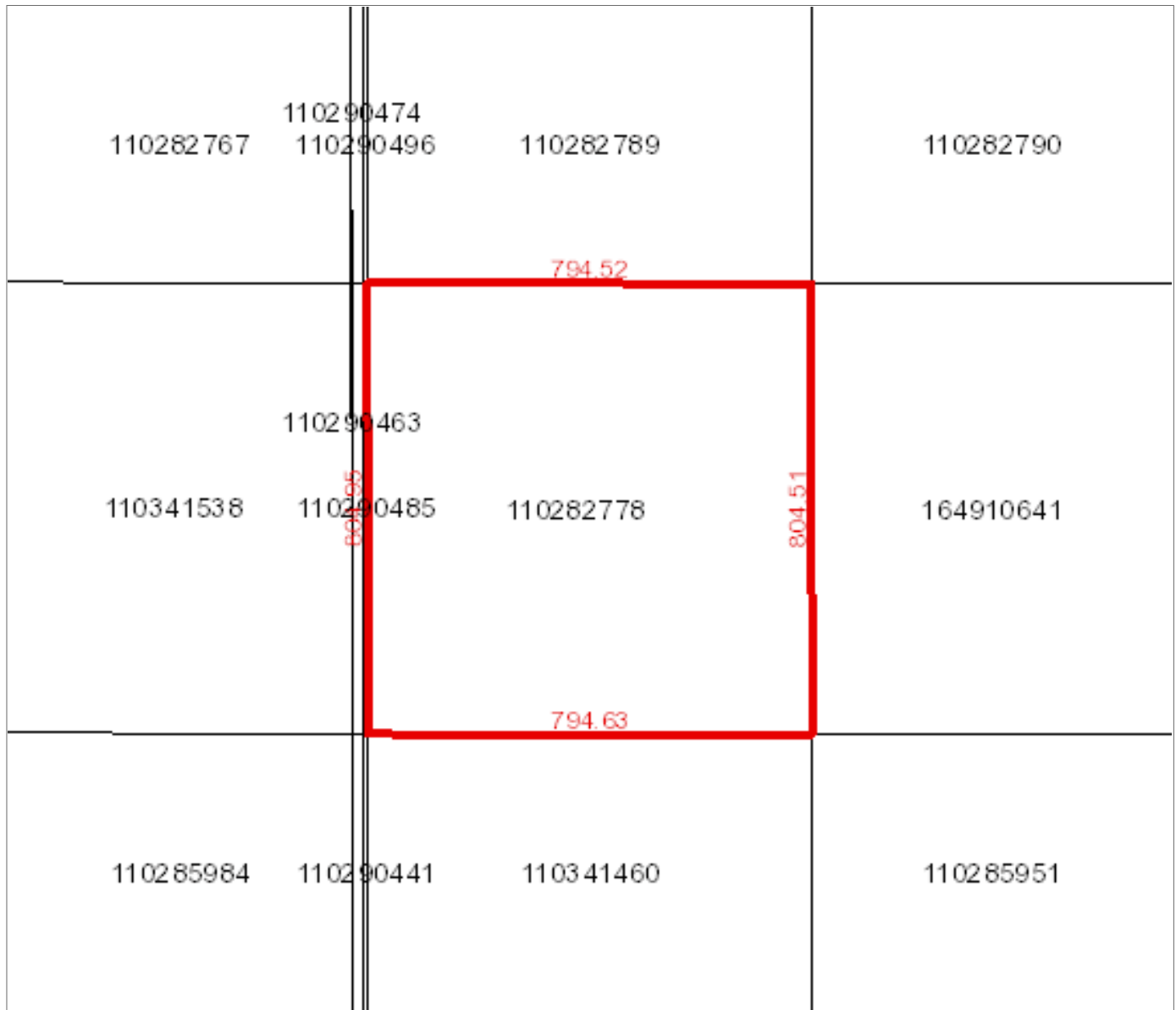
## **Notes:**

Parcel Class Code: Parcel (Generic)



## Surface Parcel Number: 110282778

REQUEST DATE: Fri Feb 17 10:24:49 GMT-06:00 2023



**Owner Name(s) :** BENESH, BRUCE ALEXANDER, DESFOSSES-BENESH, ANGELA MARIE

**Municipality :** RM OF TOUCHWOOD NO. 248

**Area :** 63.942 hectares (158 acres)

**Title Number(s) :** 138969613

**Converted Title Number :** 00SE05063(1)

**Parcel Class :** Parcel (Generic)

**Ownership Share :** 1:1

**Land Description :** SW 11-25-17-2 Ext 0

**Source Quarter Section :** SW-11-25-17-2

**Commodity/Unit :** Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.



# AGR CLMS

## AGR CLMS

Legal Land Description	Production State	Production State Acres
Parcel 1-SE-11-25-17-2	Native	152.000000
Parcel 1-SE-11-25-17-2	Waste	8.000000

**Land Status (Occupied):** Land subject to an active lease, permit or agreement for sale that gives the right of occupancy to the holder of the agreement covering the lands subject to that agreement.

**Land Class (Agricultural):** Land administered by the ministry which is best suited for agricultural production. These lands may be cultivated or in the native state. However, these lands may be used for non-agricultural purposes such as recreation or commercial uses.

**Existing or potential conditions which may restrict or limit the sale, use or development of the land.**

Legal Land Description	Reservation
Parcel 1-SE-11-25-17-2	Heritage Values
Parcel 1-SE-11-25-17-2	SaskPower Easement
Parcel 1-SE-11-25-17-2	SaskTel Easement

Land Description	Agreement	Effective Date	Expiry Date	Occupant Type	Manager	Occupant	City/Town	Phone
Parcel 1-SE-11-25-17-2	272447	Jan 1 2009	Dec 31 2041	Primary		Angela Desfosses	Cupar, Saskatchewan	Phone
Parcel 1-SE-11-25-17-2	272447	Jan 1 2009	Dec 31 2041	Alternate		Bruce Benesh	Cupar, Saskatchewan	Phone



Ministry of  
Agriculture

Agricultural Lease No. 272447

THIS Agricultural Lease

BETWEEN: HER MAJESTY THE QUEEN, in the right of the Province of  
Saskatchewan as represented by the Minister of Agriculture,  
the "Minister"

AND: Angela Marie Desfosses of Cupar, Saskatchewan  
AND: Bruce Alex Benesh of Cupar, Saskatchewan  
the "Lessee".

as joint tenants (right of survivorship) not as tenants in common

THE PARTIES AGREE as follows:

- 1) The parties agree to the terms and conditions contained in Schedule "A" which is attached to and forms part of this Agreement.
- 2) The Minister leases to the Lessee the lands situated in the Province of Saskatchewan, as described in Schedule "B" which is attached to and forms part of this Agreement, ("the lands").
- 3) The term of this lease is for 33 years, commencing on January 1, 2009 and ending on December 31, 2041.
- 4) The rent for the first year of the lease shall be due on or before November 1, 2009 and in each successive year shall be due on or before the first day of November.
- 5) The Lessee shall pay a yearly cash rent as determined by the Minister in accordance with the regulations under The Provincial Lands Act, as amended from time to time, and calculated annually for each calendar year of the lease. The parties agree that, until the acreage or usage is changed in accordance with this Agreement, the rent will be based on a total of 160.000 acres comprised of the following usages:  
  
Grazing - 152.000 acres  
Waste - 8.000 acres
- 6) The Minister may, by written notice to the Lessee, adjust the rent from time to time in accordance with amendments to the regulations under The Provincial Lands Act, and the Lessee shall pay such adjusted rent.

SIGNED AND DELIVERED on June 16, 2009.

[Signature]  
Witness

[Signature]  
Authorized by and on behalf of the  
Minister of Agriculture  
for the Province of Saskatchewan.

SIGNED AND DELIVERED on May 8, 2009.

[Signature]  
Witness

[Signature]  
Angela Marie Desfosses

[Signature]  
Witness

[Signature]  
Bruce Alex Benesh

## SCHEDULE A

### 1) ACTS AND REGULATIONS

The Lessee shall comply with all provisions of law, including federal, provincial or municipal, which relate to the leased lands or the Lessee's maintenance, operation and use of the leased lands. Without limiting the generality of the foregoing, the Lessee agrees that this lease is subject to all applicable provisions of The Provincial Lands Act, The Saskatchewan Water Corporation Act, The Ecological Reserves Act, The Fisheries (Saskatchewan) Act, 1994, The Irrigation Act, 1996, The Conservation and Development Act, The Crown Minerals Act, The Wildlife Habitat Protection Act, The Wildlife Act, 1998, The Forest Resources Management Act, The Environmental Management and Protection Act, 2002, The Environmental Assessment Act, The Litter Control Act, The Oil and Gas Conservation Act, The Clean Air Act, The Surface Rights Acquisition and Compensation Act, The Heritage Property Act, The Parks Act, The Prairie and Forest Fires Act, 1982, of Saskatchewan and, the Migratory Birds Convention Act (Canada) and the Fisheries Act (Canada), as amended or replaced from time to time, and to all applicable regulations under the said Acts.

### 2) MANAGEMENT AND USE

#### 1) The Lessee shall:

- a) manage and be actively involved in the farming operations on the leased lands except for such periods as the Minister may authorize;
- b) adopt and carry out, to the satisfaction of the Minister, any plan of tillage, rotation of crops, weed and alien/invasive species control, range or pasture management practices, irrigation methods and other farm management or agricultural practices which, in the opinion of the Minister, are necessary to achieve sustainable production from the leased lands;
- c) erect such fences and develop such watering facilities as are necessary for the proper management of the grazing or hay lands;
- d) use the leased lands for agricultural purposes only.

#### 2) The Lessee shall not:

- a) accumulate, permit or allow the accumulation on the leased lands of any waste material, debris, refuse or garbage;
- b) allow any crop growing on the leased lands to go to waste by failing to harvest that crop;
- c) allow any part of the leased lands to be grazed in such a manner as to impair the normal reproduction of the vegetation;
- d) use or permit the use of the grazing or hay lands for the pasturing of livestock owned by any person other than the Lessee or a Feeder or the Breeder Association of which the Lessee is a member.

#### 3) The Lessee shall not, without the prior written consent of the Minister, do any of the following on the leased lands:

- a) knowingly destroy, alter or remove the residence or usual place of habitation of any wild plant or animal species that is a "wild species at risk" within the meaning of The Wildlife Act, 1998;
- b) cultivate any naturally vegetated areas including riparian areas, native prairie or dry lake beds;
- c) change the natural course of any waterways;
- d) cut any trees or clear any tree growth unless required to maintain existing improvements on the leased lands;
- e) reside upon the lands or place or erect any buildings on the leased lands other than temporary shelters for agricultural use;
- f) sell, remove or otherwise dispose of or encumber any improvements on the leased lands;
- g) sell or barter any hay on or removed from grazing lands;
- h) change the use of the cultivated, grazing or hay lands to any other use or the number of acres used for each as referred to in this Agreement; and in the event the Minister authorizes such a change, the yearly cash rent shall be recalculated by the Minister in accordance with the regulations under The Provincial Lands Act, as amended from time to time.
- i) use the leased lands or allow the leased lands to be used for, or in conjunction with the provision of licensed or unlicensed guiding or outfitting services as defined in The Outfitter and Guide Regulations, 1996.



- 3) **TAXES**  
The Lessee shall pay, as they become due and payable, all taxes, charges, rates, duties and assessments during the term of this lease in respect to the leased lands.
- 4) **ENTRY**  
The Minister's employees or agents, together with all necessary vehicles and machinery, may enter upon the leased lands at any time for the purpose of carrying out inspections or surveys, or evaluating, constructing, operating or maintaining any improvements or works on the leased lands.
- 5) **RESERVATIONS**  
This lease is subject to any implied reservations or conditions to which this lease or the Minister's title is subject pursuant to The Provincial Lands Act, The Land Titles Act or any other relevant legislation.
- 6) **CANCELLATION**  
The Minister may cancel this lease:  
1) if the Lessee fails to pay any rent or charges when due;  
2) if the Lessee fails to comply with;  
    a) any terms of this lease;  
    b) the provisions of the Acts and regulations referred to above;  
3) upon the death of the Lessee;  
4) if the Lessee should;  
    a) become insolvent;  
    b) file a notice of intention to make a proposal or make a proposal under The Bankruptcy and Insolvency Act (Canada);  
    c) make an assignment or be petitioned into bankruptcy;  
5) if the Lessee is incorporated, upon it being struck off the register of corporations for Saskatchewan;  
6) where the Lessee has agreed to a development program, land or lease utilization plan, and has not adhered to the design or intent of the development program, land or lease utilization plan or has failed to complete the development program, land or lease utilization plan in the time specified;  
7) if the Lessee fails to make any payment under any lease, promissory note, improvement purchase, permit, agreement for sale or any other debt owing to the Minister on the date specified for such payment;  
8) where, in the opinion of the Minister, the Lessee has failed in any year to use the leased lands for agricultural purposes; or  
9) where the lessee has misrepresented or failed to disclose a material fact in the application for lease;  
provided that in the event of cancellation the Lessee shall continue to be liable to pay, and the Minister shall have the same remedies for recovery of rent then due or accruing due as if this lease had not been cancelled but remained in full force and effect.
- 7) **OVERHOLDING**  
If this lease expires or is cancelled and the Lessee refuses to vacate the leased lands, the Lessee shall pay as liquidated damages, an amount equal to the amount of rent, as determined by the Minister in accordance with The Provincial Lands Regulations, that the Lessee would have been required to pay with respect to the period during which the lands have remained in the possession of the Lessee after the expiry or cancellation. This clause shall survive the expiration or cancellation of this lease, but does not imply that the Minister has agreed to the Lessee remaining on the leased lands.
- 8) **INDEMNITY**  
The Lessee shall indemnify the Minister against all claims arising out of:  
1) any breach or failure to perform any term of this lease;  
2) damage to property resulting from the Lessee's use of the leased lands; or  
3) injury to or the death of any person resulting from the use of the leased lands.  
This section shall survive the expiration or cancellation of this Agreement.
- 9) **EASEMENTS**  
This lease is subject to any easement granted or to be granted, by the Minister or any previous owner of the lands.

- 10) **WAIVER**  
No waiver on behalf of the Minister of any breach of any of the terms of this agreement shall be binding upon the Minister unless it is in writing and any waiver so expressed shall apply only to the particular breach so waived and shall not limit the Minister's right in respect of any other breach.
- 11) **ASSIGNMENT OR SUBLETTING**  
The Lessee shall not assign, sublet, transfer or otherwise dispose of this lease or any of the Lessee's rights or obligations under this Agreement without the prior written consent of the Minister.
- 12) **JOINT AND SEVERAL LIABILITY**  
Each person that signs this Agreement as a Lessee, shall be jointly and severally liable for every obligation under the lease and a breach by one of them shall entitle the Minister to cancel this lease in its entirety.
- 13) **CONSENT TO RELEASE AND ACQUIRE INFORMATION**  
1) The Lessee hereby consents to:  
a) the Minister disclosing any information about this lease or the Lessee, including credit or financial information, to any provincial or federal government agency, or to any financial institution that has or proposes to have dealings with the Lessee;  
b) the Minister, for the purpose of administering or enforcing this lease, obtaining any information about the Lessee, including credit or financial information, from any credit reporting agency, provincial or federal government agency, financial institution, or other person that has dealt with the Lessee;  
c) any third party mentioned in clause (b) providing such information to the Minister.  
2) The Lessee acknowledges that:  
a) the Minister may, without the consent of the Lessee, disclose to any person the following details of this lease: name, address and telephone number of the lessee, land description, lease type, lease term, and rental amount;  
b) nothing in this Agreement is intended to restrict the use or disclosure of any information that may be made without the consent of the Lessee pursuant to The Freedom of Information and Protection of Privacy Act.
- 14) **NOTICES**  
All notices to the Lessee shall be deemed duly given and served if such notices are in writing and are posted prepaid and registered to the Lessee at the last known address of the Lessee according to the records of the Minister. All notices to the Minister shall be in writing and posted prepaid and registered to the Minister of Agriculture, 3085 Albert Street, Regina, Saskatchewan, S4S 0B1 or any other such address the Minister may designate in writing.

SCHEDULE B

The Minister leases to the Lessee the lands situated in the Province of Saskatchewan,  
as listed below:

Land	Cult	Grazing	Hay	Waste	AUM	Acres
Parcel 1-SE-11-25-17-2	0.0	152.0	0.0	8.0	58	160.0

AD  
B.B.



JUN - 5 2009

REGIONAL OFFICE