

# Province of Saskatchewan Land Titles Registry Title

**Title #:** 138371991

**Title Status:** Active

**Parcel Type:** Surface

**Parcel Value:** \$95,436.00 CAD

**Title Value:** \$95,436.00 CAD

**Converted Title:** 90MJ08428

**Previous Title and/or Abstract #:** 102165500

**As of:** 28 Feb 2023 14:17:24

**Last Amendment Date:** 28 Feb 2023 13:58:51.296

**Issued:** 18 Nov 2009 11:26:58.683

**Municipality:** RM OF CHESTERFIELD NO. 261

TRIANGLE C FARMS LTD. is the registered owner of Surface Parcel #103582795

Reference Land Description: SE Sec 27 Twp 26 Rge 28 W 3 Extension 0

As described on Certificate of Title 90MJ08428.

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 #:**

**149533421**

Mortgage

**Value:**

**Reg'd:** 18 Nov 2009 11:27:13

**Interest Register Amendment Date:** N/A

**Interest Assignment Date:** N/A

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

**Expiry Date:** N/A

**Holder:**

The Toronto-Dominion Bank

601 - 3rd Street SE

Medicine Hat, Alberta, Canada T1A 0H4

**Client #:** 124137738

**Int. Register #:** 115977741

**Interest #:**

**176906908**

Mortgage

**Value:**

**Reg'd:** 24 Oct 2016 12:42:06

**Interest Register Amendment Date:** N/A

**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 #:** 121893240



**Interest #:**  
**195964385**

Easement Non-Mutual (Dominant)  
**Value:** N/A  
**Reg'd:** 28 Feb 2023 13:58:51  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
The Current Dominant Tenement  
N/A  
n/a, Saskatchewan, Canada S4P 3V7  
**Client #:** 100009099

**Int. Register #:** 125502847

**Addresses for Service:**

<b>Name</b>	<b>Address</b>
<b>Owner:</b> TRIANGLE C FARMS LTD. Client #: 123803401	P.O. BOX 20 MANTARIO, Saskatchewan, Canada S0L 2J0

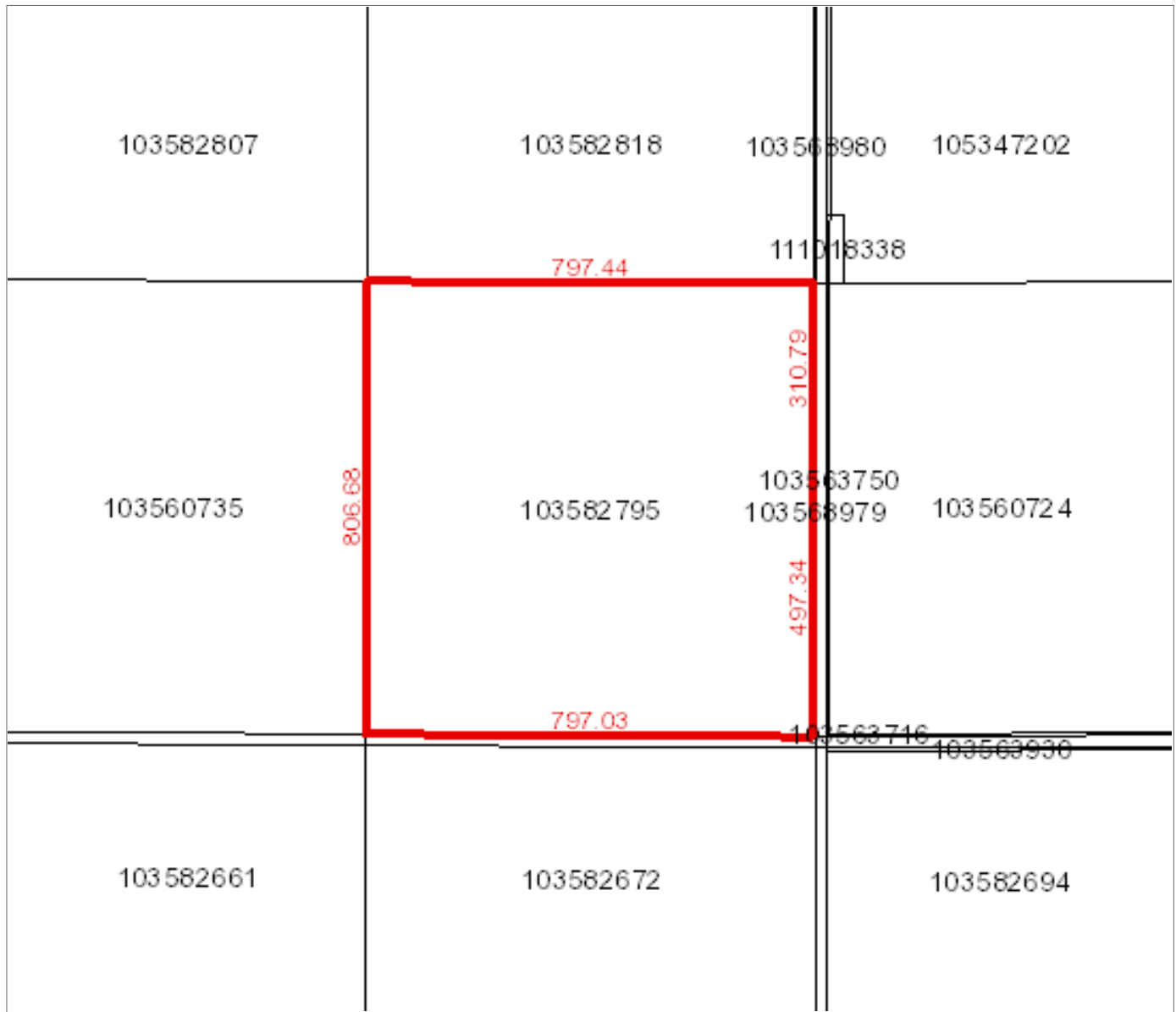
**Notes:**

Parcel Class Code: Parcel (Generic)



# Surface Parcel Number: 103582795

REQUEST DATE: Mon Nov 14 09:36:18 GMT-06:00 2022



**Owner Name(s) :** TRIANGLE C FARMS LTD.

**Municipality :** RM OF CHESTERFIELD NO. 261

**Title Number(s) :** 138371991

**Parcel Class :** Parcel (Generic)

**Land Description :** SE 27-26-28-3 Ext 0

**Source Quarter Section :** SE-27-26-28-3

**Commodity/Unit :** Not Applicable

**Area :** 64.369 hectares (159.06 acres)

**Converted Title Number :** 90MJ08428

**Ownership Share :** 1:1

# Province of Saskatchewan Land Titles Registry Title

**Title #:** 138372240

**Title Status:** Active

**Parcel Type:** Surface

**Parcel Value:** \$95,916.00 CAD

**Title Value:** \$95,916.00 CAD

**Converted Title:** 90MJ08428

**Previous Title and/or Abstract #:** 102165522

**As of:** 28 Feb 2023 14:17:55

**Last Amendment Date:** 28 Feb 2023 13:58:51.320

**Issued:** 18 Nov 2009 11:26:59.980

**Municipality:** RM OF CHESTERFIELD NO. 261

TRIANGLE C FARMS LTD. is the registered owner of Surface Parcel #103560735

Reference Land Description: SW Sec 27 Twp 26 Rge 28 W 3 Extension 0

As described on Certificate of Title 90MJ08428.

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 #:**

**149533432**

Mortgage

**Value:**

**Reg'd:** 18 Nov 2009 11:27:13

**Interest Register Amendment Date:** N/A

**Interest Assignment Date:** N/A

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

**Expiry Date:** N/A

**Holder:**

The Toronto-Dominion Bank

601 - 3rd Street SE

Medicine Hat, Alberta, Canada T1A 0H4

**Client #:** 124137738

**Int. Register #:** 115977741

**Interest #:**

**176906919**

Mortgage

**Value:**

**Reg'd:** 24 Oct 2016 12:42:06

**Interest Register Amendment Date:** N/A

**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 #:** 121893240



**Interest #:**  
**195964396**

Easement Non-Mutual (Dominant)  
**Value:** N/A  
**Reg'd:** 28 Feb 2023 13:58:51  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
The Current Dominant Tenement  
N/A  
n/a, Saskatchewan, Canada S4P 3V7  
**Client #:** 100009099

**Int. Register #:** 125502847

**Addresses for Service:**

<b>Name</b>	<b>Address</b>
<b>Owner:</b> TRIANGLE C FARMS LTD. Client #: 123803401	P.O. BOX 20 MANTARIO, Saskatchewan, Canada S0L 2J0

**Notes:**

Parcel Class Code: Parcel (Generic)



## Surface Parcel Number: 103560735

REQUEST DATE: Mon Nov 14 09:32:12 GMT-06:00 2022



**Owner Name(s) :** TRIANGLE C FARMS LTD.

**Municipality :** RM OF CHESTERFIELD NO. 261

**Title Number(s) :** 138372240

**Parcel Class :** Parcel (Generic)

**Land Description :** SW 27-26-28-3 Ext 0

**Source Quarter Section :** SW-27-26-28-3

**Commodity/Unit :** Not Applicable

**Area :** 64.705 hectares (159.89 acres)

**Converted Title Number :** 90MJ08428

**Ownership Share :** 1:1



**EASEMENT AGREEMENT**

This Agreement made this 22 day of February, 2023.

**BETWEEN:**

**Triangle C Farms Ltd.**  
a body corporate duly incorporated  
under to the laws of the Province of Saskatchewan  
(herein referred to as the "Grantor")

**AND:**

**Triangle C Farms Ltd.**  
a body corporate duly incorporated  
under to the laws of the Province of Saskatchewan  
(herein referred to as "Grantee")

**AND WHEREAS** the Grantor is the registered owner of:

Surface Parcel #103582818  
NE Sec 27 Twp 26 Rge 28 W 3 Extension 0  
As described on Certificate of Title 90MJ00017A; and

Surface Parcel #103582807  
NW Sec 27 Twp 26 Rge 28 W 3 Extension 0  
As described on Certificate of Title 90MJ00018.

(herein referred to as "Servient Lands")

**WHEREAS** Grantee is the registered owner of:

Surface Parcel #103582795  
SE Sec 27 Twp 26 Rge 28 W 3 Extension 0  
As described on Certificate of Title 90MJ08428; and

Surface Parcel #103560735  
SW Sec 27 Twp 26 Rge 28 W 3 Extension 0  
As described on Certificate of Title 90MJ08428.

(herein referred to as "Dominant Lands")

**AND WHEREAS** the Grantor wishes to convey an Easement to the Grantee for the purposes of accessing and drawing water from the water well located on Servient Lands.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the Grantor (the receipt and sufficiency is hereby acknowledged by the Grantor), and in consideration of the promises covenants and agreements hereinafter made, the parties agree as follows:

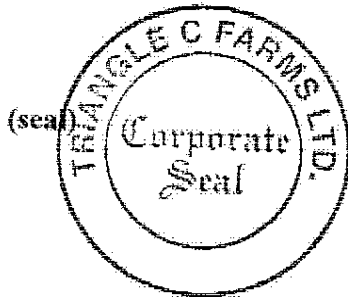
- 1) The Grantor, being the owner of the Servient Lands, does hereby grant, convey, transfer and assign to the Grantee, being the owner of the Dominant Lands, their successors, servants, agents, employees and licensees, an easement for the continued and ongoing use of the water well located on Servient Lands and a right of way over and through the Servient Lands for the purpose of servicing and maintaining the water well, as well as any pipes or apparatuses required to pump, extract or draw water from the well (the "Easement"). Such Easement includes the right at any time, now or in the future, to pump, extract and draw water from the water well.
- 2) The Grantor agrees to provide the electricity to power the pump for the water well located on Servient Lands. The Grantee agrees to equally split the costs of the electricity with the Grantor. The Grantor shall provide a statement to the Grantee outlining the cost of the electricity and upon request, the Grantor shall provide copies of the invoices and receipts in connection with such electricity costs.
- 3) The parties agree to equally split the other costs of running and maintaining the water well, including the costs of servicing the water well. Upon request, the parties agree to provide the other with copies of the invoices and receipts in connection with such other costs.
- 4) The Grantee agrees that they shall not draw water from the well to the extent that such extraction has a negative or adverse impact on the ability of the Grantor to draw water from the well.
- 5) The Grantee agrees that whenever they enter upon Servient Lands for the purposes of the said Easement, they shall cause as little damage and inconvenience as is possible.
- 6) The Grantee agrees to repair any damage to Servient Lands caused by, or resulting from, exercising the rights and privileges granted by the said Easement.
- 7) The Grantor covenants and agrees with the Grantee, that they shall not at any time, now or in the future, erect, maintain, permit or build any barrier that would cause interference with the rights and privileges under the said Easement.
- 8) Unless otherwise agreed upon herein, the parties agree that each shall be responsible for the costs of upkeep of their respective lands as well as any pipes or apparatuses required to pump, extract or draw water from the well to their own respective lands.
- 9) The said Easement shall be perpetual and run with the land. The Easement shall not be extinguished in the event that title or ownership of any of the lands shall be transferred or vest with a third party. Such party shall be bound to, and respect the Easement.


- 10) Notwithstanding section 9 hereof, this Easement may be terminated and discharged by the agreement of the parties.
- 11) In the event that any provision of this Agreement is deemed to be invalid or unenforceable, such provision shall, whenever possible to do so, be interpreted, construed, limited, or if necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of this Agreement shall remain valid and continue to bind the parties.
- 12) The parties shall, upon receipt of a written and reasonable request, sign such ancillary documents or instruments and perform or cause to be performed any other act as may be reasonably required to give full effect to this Agreement.
- 13) No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed by all of the parties.
- 14) This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or digital transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.
- 15) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 16) This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

**[Execution follows.]**

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the date first above written.

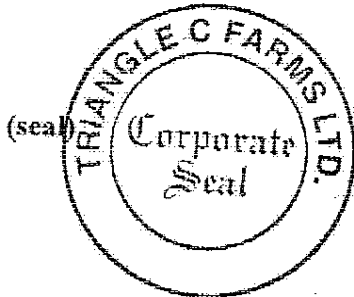
TRIANGLE C FARMS LTD. as Grantor

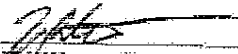


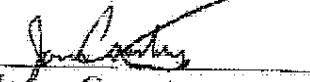
  
\_\_\_\_\_  
William Coventry

  
\_\_\_\_\_  
James Coventry

TRIANGLE C FARMS LTD. as Grantee



  
\_\_\_\_\_  
William Coventry

  
\_\_\_\_\_  
James Coventry