Province of Saskatchewan
Land Titles Registry
Title

Title #: 152564957
Title Status: Active
Parcel Type: Surface
Parcel Value: $100,000.00 CAD
Title Value: *$100,000.00 CAD*
Converted Title: 94PA11878
Previous Title and/or Abstract #: 112782269

As of: 14 Jul 2026 10:41:37
Last Amendment Date: 14 Mar 2022 16:19:57.656
Issued: 27 Dec 2019 10:48:51.940

Municipality: RM OF LAKE LENORE NO. 399

Sean Donald Isberg and Jeannelle Sheila Maureen Isberg are the registered owners, as joint tenants, of Surface Parcel #133329405

Reference Land Description: SW Sec 21 Twp 42 Rge 19 W 2 Extension 0
As described on Certificate of Title 94PA11878.

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 #:
186956814 CNV Caveat

Value: N/A
Reg'd: 04 Jul 1994 00:19:48
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common
Interest Share: **1/2**
Interest Share Number: **202329514**
Holder:
Murray Brockman
Sutherland et al Box 878
Humbolt, Saskatchewan, Canada S0K 2A0
Client #: 106680786

Holder as Tenant in Common
Interest Share: **1/2**
Interest Share Number: **202329525**
Holder:
Donald Brockman
Sutherland et al Box 878
Humbolt, Saskatchewan, Canada S0K 2A0
Client #: 106680797

Int. Register #: 103858500
Converted Instrument #: 94PA11879

Addresses for Service:

Name	**Address**
Owner:	
Sean Donald Isberg Client #: 128825949	Box 2165 Melfort, Saskatchewan, Canada S0E 1A0
Owner:	

Jeannelle Sheila Maureen Isberg Box 2165 Melfort, Saskatchewan, Canada S0E 1A0
Client #: 128825950

Notes:

Parcel Class Code: Parcel (Generic)

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BROCKMAN - GUILLET GRAVEL CAVEAT

6 PAGES WITH EXPLANATIONS

P 1

PROVINCE OF SASKATCHEWAN

THE LAND TITLES ACT

CAVEAT

TO THE REGISTRAR of the PRINCE ALBERT Land Registration District

TAKE NOTICE that I, MURRAY BROCKMAN and DONALD BROCKMAN, of the Town of Humboldt, in the Province of Saskatchewan,

CLAIMING AN INTEREST as Owners and/or Lessees of the sand, gravel or similar aggregate on or under the South West Quarter of Section 21, Township 42, Range 19, W 2nd, together with full and free access thereto at all times without any requirement of compensation therefore to the registered owner as more particularly set out in an Agreement for Sale in writing dated the 22nd day of March, A.D., 1994, a copy of which is attached hereto for reference purposes.

ADDITIONALLY, CLAIMING AN INTEREST as unpaid Vendor, as outlined in the said agreement, however, acknowledging that such balance outstanding of $4,000.00 shall be subrogated and subject to a first charge mortgage in favour of the St. Brieux Credit Union Limited relating to the balance of the purchase price. The said $4,000.00 shall be deemed a subsequent liability to that owing to the Credit Union, however, the interest relating to sand and gravel shall at all times have priority in favour of the registrants over any subsequent title holder, regardless of how obtained.

IN THE FOLLOWING LAND, that is to say:

The South West Quarter of Section 21,
Township 42, Range 19,
West of the 2nd Meridian, Saskatchewan,
159 acres on Township Plan dated December 23, 1912.
EXCEPT: 1.98 acres for Roadway on Plan V 4621.
MINERALS IN THE CROWN.

FOREBID THE REGISTRATION of any transfer or other instrument affecting such land or the granting of a certificate of title thereto except subject to the claim herein set forth.

MY ADDRESS IS P.O. Box 237, Humboldt, Saskatchewan, S0K 2A0

and my address for service of notices and processed in Saskatchewan is c/o SUTHERLAND, BEHIEL, WEBER & WILL, P.O. Box 878, Humboldt, Saskatchewan, S0K 2A0.

DATED the 27th day of June, A.D., 1994.

Byron Behiel
Agent for within Caveators

“CAVEAT p 1” explanation:

This is a **Caveat** [1], a formal legal notice registered against a land title in Saskatchewan. It acts as a permanent warning to anyone interested in this property that **Murray and Donald Brockman** have specific legal claims that "stick" to the land, regardless of who owns it.

Here is the breakdown of what this specific document means:

1. Ownership of Sand and Gravel

The Brockmans are claiming they are the **Owners and/or Lessees of the sand, gravel, or similar aggregate** on this specific 159-acre quarter section (SW 21-42-19 W 2nd).

- **The Right to Enter:** They claim "full and free access" to the land at all times to get to that gravel.
- **No Payment Required:** They explicitly state they do **not** have to pay the registered landowner any compensation for accessing or taking these materials.

2. The $4,000 Debt (Unpaid Vendor)

The document notes that when they sold the land in 1994, there was a **$4,000 balance** left unpaid.

- **Ranking of Debt:** This $4,000 is "subrogated," meaning it is **second in line** behind the St. Brieux Credit Union mortgage. If the land were sold to pay off debts, the Credit Union gets paid first, and the Brockmans get paid second.
- **Gravel Priority:** While the *money* is second in line, the **interest in sand and gravel** stays at the very top of the list ("priority over any subsequent title holder"). Even if the land is sold 10 times, the gravel rights remain with the Brockmans.

3. "Minerals in the Crown"

This confirms that the **precious minerals** (oil, gas, gold, etc.) are owned by the government. The Brockmans are only claiming the "surface" materials like sand and gravel.

4. The "Forebid" Order

The document "FOREBIDS THE REGISTRATION" of any new owner or mortgage unless it is **subject to this claim**.

This means if you buy this land, your title will explicitly say you do **not** own the gravel and you still owe the Brockmans (or their estate) for any unpaid portion of that $4,000.

What this means for today

- **The 99-Year Clock:** According to the other pages, this right lasts until **March 22, 2093**.
- **Check the Status:** Because this was written in 1994, the $4,000 may have been paid off since then. The current status can be checked by requesting a **Detailed Title Search** from **ISC**.
- **The Heirs:** If Murray or Donald Brockman have passed away, these rights would have been transferred to their **estates or heirs**, who would now hold the "interest" in that gravel.

[1] https://www.olexlegal.ca

P 2

PAGE 1 — Form No. 4 — REV. 1989 — AGREEMENT FOR SALE Commercial Printers Ltd., Regina, Sask.

Agreement for Sale

Made in duplicate this 22nd day of March, A.D. 19 94;

BETWEEN MURRAY BROCKMAN and DONALD BROCKMAN,
both in c/o P.O. Box 237,
Humboldt, Saskatchewan, S0K 2A0

hereinafter called "the Vendor", of the *First Part*

and

DENIS HENRI GUILLET,
of P.O. Box 3894,
Melfort, Saskatchewan, S0E 1A0,

hereinafter called "the Purchaser", of the *Second Part*.

WITNESSETH as follows:

1. The Vendor agrees to sell to the Purchaser, who agrees to purchase from the Vendor, all and singular the certain parcel or tract of land and premises lying and being in the Province of Saskatchewan and, subject to the conditions and reservations hereinafter stated, being composed of

The South West Quarter of Section 21,
Township 42,
Range 19,
West of the 2nd Meridian, Saskatchewan,
159 acres on Township Plan dated December 23, 1912.
EXCEPT: 1.98 acres for Roadway on Plan V 4621.
MINERALS IN THE CROWN.
Excepting only the Sand, Gravel or similar Aggregate.

at and for the price and sum of THIRTEEN THOUSAND, FIVE HUNDRED ---------- ---------- 00/100 Dollars ($ 13,500.00) in gold or lawful money of Canada to be paid to the Vendor at Humboldt, in the Province of Saskatchewan, as follows:

The sum of $9,500.00 forthwith to be paid from proceeds of financing utilizing the property sold herein as security;

The balance of $4,000.00 by consecutive annual payments of not less than Four Hundred ($400.00) Dollars per year, the first of such payments to be due and payable on the 1st day of December, A.D., 1994, and continuing on the first day of each and every year thereafter until paid in full.

The said principal balance shall be interest free unless in arrears, in which case interest shall accrue on such arrears at the rate of TWELVE (12.00%) percent per annum, due and payable on demand.

“CAVEAT p 2” explanation:

This document, an **Agreement for Sale** from 1994, is the **foundational contract** for **"Caveat 1"**. It outlines the specific terms under which the land was sold and, crucially, what was **not** sold.

In Saskatchewan, an Agreement for Sale is a "seller-financed" deal where the buyer (Purchaser) takes possession of the land, but the sellers (Vendors) keep the legal title until the full price is paid.

1. The Critical Exception: Sand and Gravel

The most important part of this document is the handwritten note:

"Excepting only the Sand, Gravel or similar Aggregate."

This confirms that while Murray and Donald Brockman sold the "surface" of the land to Denis Henri Guillet, they **legally separated** the sand and gravel from the rest of the land.

- Even though sand/gravel are normally part of surface rights, this contract created a specific **exception**.
- The Brockmans (or their heirs/assigns) likely still own the rights to all sand and gravel on that 159-acre quarter section.

2. Financial Terms

- **Total Price:** $13,500.00.
- **Down Payment:** $9,500.00 (from a mortgage through St. Brieux Credit Union).
- **The "Unpaid Vendor" Balance:** The remaining **$4,000.00** was to be paid in annual installments of at least $400.00, starting December 1, 1994.
- **Interest:** It was interest-free *unless* a payment was missed, at which point a 12% penalty applied.

3. "Minerals in the Crown"

The document notes "MINERALS IN THE CROWN." This means neither the Brockmans nor Guillet ever owned the precious minerals (oil, gas, gold). Those are owned by the Government of Saskatchewan.

What this means for today

If you are looking at this title now:

1. **Ownership of Gravel:** The "Caveat" stays on the title to warn any future buyers that they **do not own** the sand and gravel. If someone wants to start a gravel pit there, they would likely need to deal with the Brockmans (or whoever inherited those rights).
2. **Access Rights:** The Caveat mentioned "full and free access." This means the owners of the gravel have a legal right to enter the land to extract it, usually without paying the surface owner for that specific material.
3. **Payment Status:** If the $4,000 was never fully paid, the Brockmans (as "unpaid vendors") might still have a financial claim against the land itself.

P

~~with interest thereon at the rate of ========== per centum per annum from the ========== day of ========== A.D. 19== ; to be paid on the said sum, or on so much thereof as shall from time to time remain unpaid, whether before or after the same becomes due and such interest to be paid ========== yearly on the ========== day of ========== and ========== until the whole of the moneys payable hereunder are fully paid; the first of such payments of interest to be made on the ========== day of ========== A.D. 19==~~ All interest on becoming overdue shall be forthwith treated as purchase money and shall bear interest at the rate aforesaid; and in the event of default being made in payment of the purchase price, interest, taxes or insurance premiums or any part thereof, the whole purchase price shall immediately become due and payable, and interest at the rate aforesaid shall accrue due and be payable from day to day.

2. The Purchaser convenants with the Vendor that he will pay to the Vendor the said price and sum together with interest thereon as aforesaid on the days and times and in the manner above set forth.

3. The Purchaser covenants with the Vendor to pay taxes on the said land from and after the 31st day of December A.D. 1993 .

and to insure and keep insured against loss or damage by fire all buildings now on, or which may hereafter be erected on said land, to the amount of their full insurable value, and to assign and deliver the policy or policies of insurance to the Vendor as security for payment of all moneys due, or which may hereafter become due, hereunder; and that all buildings now on, or which may hereafter be erected on the land above described shall become a part of the freehold, and shall not be removed or destroyed without permission of the Vendor; and that all moneys realised from insurance in case of loss shall be applied in reduction of the purchase price and interest or in rebuilding at the option of the Vendor. If the Purchaser makes default in paying said taxes immediately they become due and payable or insuring and keeping insured such buildings or in assigning and delivering the insurance policy or policies as aforesaid, the Vendor may pay such taxes or insure such buildings and all moneys paid therefor by the Vendor, shall be forthwith paid by the Purchaser to the Vendor and until so paid all such moneys shall be treated as purchase money and shall bear interest at the rate and payable in the manner, aforesaid.

4. IN CONSIDERATION WHEREOF and on payment of all the said price and sum of money with interest as aforesaid in manner aforesaid, the Vendor doth covenant, promise and agree to and with Purchaser to convey and assure or cause to be conveyed or assured to the Purchaser the parcel of land with the appurtenances as aforesaid by Transfer under The Land Titles Act, subject only to the conditions, reservations and exceptions contained in the original grant of the said land from the Crown or in the Certificate of Title thereto, prepared by the Vendor's Solicitor at the expense of the Purchaser. AND it is further agreed that the Purchaser shall not be entitled to call for the production of any abstract of title or proof or evidence of title or any deeds, papers or documents relating to the said property other than those which are in the possession of the Vendor.

5. THE PURCHASER shall have the right to possession of the said land from the date hereof but must get possession at his own expense.

6. And it is further agreed between the parties hereto that until the completion of the purchase the Purchaser shall hold the said land and premises as tenant to the Vendor, from the day of execution hereof, at a (yearly/monthly) rental equivalent to, applicable in satisfaction of and payable at the same times as the instalments of purchase price and interest upon the purchase price hereinbefore provided to be paid; the legal relation of landlord and tenant being hereby constituted between the Vendor and the Purchaser.

7. PROVIDED that in default of payment of the said sum and interest, or any part or parts thereof on the days and times aforesaid, or of performance or fulfilment of any of the stipulations, covenants, provisos or agreements on the part of the Purchaser to be performed and herein contained, the Vendor shall be at liberty to determine and put an end to this agreement by legal action and to retain any sum or sums paid hereunder as and by way of liquidated damages.

8. No assignment by the Purchaser of this agreement shall be valid unless it shall be for the entire interest of the Purchaser and be approved and countersigned by the Vendor, and no agreement or conditions or relations between the Purchaser and his Assignee, or any other person acquiring title or interest through the Purchaser and no recognition by the Vendor of such Assignee or other person, and no receipt of money by the Vendor from such Assignee or other person shall preclude the Vendor from the right to convey the said lands to the Purchaser upon payment in full of the said purchase price and interest thereon unless the assignment hereof be approved and countersigned as aforesaid.

9. The terms Vendor and Purchaser in this agreement shall include the executors, administrators and assigns of each of them, and in the case of a corporation, shall include its successors and assigns, and in case there are two or more purchasers, this agreement shall be binding upon them jointly and severally; and wherever the singular or the masculine is used throughout this agreement the same shall be construed as meaning the plural or the feminine or a body corporate where the context or the parties hereto so require.

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

11. The Purchaser shall have the privilege of paying off the whole or any part of the unpaid purchase price at any time previous to such becoming due, without giving notice or bonus, on paying all interest and arrears, if any, to the date of such payment.

“CAVEAT p 3” explanation:

This is the second page of the **1994 Agreement for Sale** between the Brockmans (Vendors) and Denis Guillet (Purchaser). While the first page focused on the price and the "sand and gravel" exception, this page outlines the **standard legal rules** of their arrangement.

In plain English, here is what these clauses mean for the property:

1. Responsibility for Taxes and Insurance (Clauses 3 & 4)

- **Taxes:** The Purchaser (Guillet) became responsible for all property taxes starting **December 31, 1993**.
- **Insurance:** The Purchaser was required to keep any buildings on the land insured. If the buildings burned down, the insurance money would go toward paying off the remaining debt to the Brockmans or rebuilding.
- **Vendor's Safety Net:** If the Purchaser failed to pay taxes or insurance, the Brockmans could pay them and then charge that amount back to the Purchaser with interest.

2. The "Landlord-Tenant" Relationship (Clause 6)

This is a technical legal protection for the sellers. Until the full $13,500 was paid, the Purchaser was legally considered a **"tenant"** of the Vendors. This gave the Brockmans a faster way to evict the Purchaser if he stopped making payments, rather than going through a full foreclosure.

3. Consequence of Default (Clause 7)

If the Purchaser missed a payment (the $4,000 balance mentioned on page 1) or broke any other rules in the contract:

- The Brockmans had the right to **cancel the agreement**.
- They could keep any money already paid as "liquidated damages" (compensation for the trouble).

4. Restrictions on Selling or Transferring (Clause 8)

The Purchaser could not sell or "assign" his interest in this land to anyone else without the **written approval** of the Brockmans. This ensured the Brockmans knew exactly who was responsible for the remaining $4,000.

5. "Time is of the Essence" (Clause 10)

This is a strict legal term meaning that all deadlines (like the December 1st payment dates) are **absolute**. A delay of even one day could technically be considered a breach of the entire contract.

6. Early Payoff (Clause 11)

The Purchaser had the right to pay off the entire remaining balance at any time without paying a penalty or "bonus" fee.

Summary of the Situation

This document confirms that in 1994, the land was sold under a **private financing deal**. The Brockmans kept a very tight grip on the property until they were paid in full, specifically:

1. They kept the **Sand and Gravel rights** forever (via the exception on page 1).
2. They kept **Legal Title** until the $4,000 was paid.
3. They had the power to **reclaim the land** easily if payments stopped.

P 4

NOTWITHSTANDING anything hereinbefore or hereinafter contained, the Parties hereto hereby specifically agree to the following additional provisions to the Agreement and in the event of a conflict with the form portion of the agreement, the provisions hereof shall be binding and final, namely:

1. The gravel, sand or similar aggregate contained on the land sold herein is not intended to be part of the sale and the Vendors retain the same for their own use, with the full right and liberty for the Vendors or their successors, assigns or other parties to which this right may pass, ~~the full right and liberty~~ at all times to enter onto the lands sold herein and to remove all or any gravel or aggregate from the said land without any compensation therefor to the Purchaser.

2. The Vendors agree to use reasonable discretion to ensure the minimum damage is done to the lands when removing gravel and when the gravel supply is exhausted or of no further commercial value, to close any pits and leave the land in a reasonable condition in order that it may be ~~farmed or~~ utilized by the Purchaser or his successors as would be appropriate considering the nature of the property.

3. The rights herein shall continue for a period of ninety-nine (99) years or until the gravel and aggregate has been totally exhausted, whichever shall first occur unless otherwise in writing agreed by the Parties hereto.

4. The Vendors may maintain a caveat or easement or other similar security on the land as a first charge to protect their rights herein and the Purchaser agrees to execute any such additional documentation as may be required by the Land Titles to properly secure the Vendors' interest herein which shall form a charge against the lands and continue as a charge on the title for the term above said.

5. The Parties acknowledge that the Purchaser will be giving a first mortgage subject only to the Vendors' caveat regarding the right to remove gravel to secure the down payment herein and the Vendors may thereafter register a caveat to protect their interest as financers of the remaining $4,000.00 of the purchase price as hereinbefore stated.

****

ATTACHED HERETO and forming part of Agreement for Sale dated the 22nd day of March, A.D., 1994, between MURRAY BROCKMAN and DONALD BROCKMAN, as Vendors, and DENIS HENRI GUILLET, as Purchaser.

“CAVEAT p 4” explanation:

This is the **most critical page** of the document. It contains the specific "Special Provisions" that explain exactly how the **sand and gravel rights** work for this specific property.

In short, this page gives the Brockmans (Vendors) a **massive amount of control** over the land for a very long time.

1. Ownership and Access (Clause 1)

- **The Brockmans own the gravel:** The gravel, sand, and aggregate were **never sold**.
- **Free Entry:** The Brockmans (or anyone they sell these rights to) have the right to enter the land at **any time** to remove the material.
- **No Compensation:** They do **not** have to pay the landowner (Purchaser) for the gravel they take or for using the land to get to it.

2. Restoration of the Land (Clause 2)

- The Vendors agree to try to minimize damage while digging.
- Once the gravel is "exhausted" (gone) or no longer worth money, they must "close any pits" and leave the land in a **reasonable condition** so the landowner can use it again.

3. The "99-Year" Rule (Clause 3)

- These rights are not forever, but they are close to it. The Brockmans' right to the gravel lasts for **99 years** (until 2093) **OR** until all the gravel is completely gone—whichever happens first.

4. Legal Protection (Clauses 4 & 5)

- **The Caveat:** This allows the Brockmans to put a permanent "charge" on the land title. This is in the "Caveat 1" document above . It ensures that even if the land is sold to someone else, the new owner is still bound by these gravel rules.
- **Priority:** The gravel rights are a "first charge." This means that even if a bank has a mortgage on the property, the **gravel rights come first**.

Summary of What This Page Means for the Property Owner – (or whoever may undertake to own this land today):

This is the final **signature and verification page** of the Agreement for Sale. It contains the official seals and legal oaths required to make the contract legally binding in Saskatchewan.

Here is the breakdown of what each section means:

1. The Signatures

At the top right, we see the official signatures of the parties involved:

- **Murray Brockman** and **Donald Brockman** (The Sellers/Vendors).
- **Denis Henri Guillet** (The Buyer/Purchaser).
- **Witness Signatures:** On the left, a witness (likely the lawyer, Byron Behiel) signed to confirm he saw all three men sign the document.

2. Affidavit of Execution (The Middle Section)

This is a formal sworn statement by the lawyer, **Byron Behiel**. In it, he "makes oath and says" that:

- He was personally present and saw Murray, Donald, and Denis sign the document.
- He knows all the parties involved.
- He believes they are all at least **18 years of age**.
- This was sworn in **Humboldt, Saskatchewan**, on **April 6, 1994**.

3. The Homesteads Act Sections (Top and Bottom)

These sections are very important in Saskatchewan law to protect spouses who do not own the land but live on it (the "homestead").

- **Consent of Non-Owning Spouse:** This section is **blank**.. This usually means that the sellers (the Brockmans) either were not married or the land was not considered their "homestead" (their primary family home) at the time of the sale.
- **Certificate of Acknowledgment:** This is also **blank**. If a spouse had signed, a lawyer would have had to sign here to certify that the spouse understood they were giving up their rights to the home.

The "Big Picture" of all the pages

Together, these documents show that in **1994**:

1. **Denis Guillet bought the land** (159 acres) for $13,500.

2. **The Brockmans kept the rights** to all the sand and gravel for **99 years** (until 2093).
3. **The Caveat** was filed to make sure those gravel rights "stayed" with the land, no matter who owns it today.
4. **This final page** proves that everyone signed correctly and the deal was legally finalized.

P 5

Commercial Printers, Ltd., Regina, Sask.

CONSENT OF NON-OWNING SPOUSE

I, , non-owning spouse of , consent to the above/attached dispoaition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of

to the extent necessary to give effect to this agreement for sale.

Signature of Non-owning Spouse

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

SIGNED, SEALED AND DELIVERED
in the presence of

Witness as to Vendors' signatures

Witness as to Purchaser's signature

MURRAY BROCKMAN

DONALD BROCKMAN

DENIS HENRI GUILLET

CANADA
Province of Saskatchewan
TO WIT:

I, BYRON BEHIEL,
of the xxxx Town of Humboldt,
in the Province of Saskatchewan
"Solicitor," (occupation) make oath and say as follows:

1. THAT I was personally present and did see MURRAY BROCKMAN, DONALD BROCKMAN & DENIS HENRI GUILLET named in the within instrument who each is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the Town of Humboldt, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. THAT I know the said Parties and each is in my belief of the full age of 18 or more.

SWORN before me at the Town of Humboldt, in the Province of Saskatchewan this 6th day of April ,A.D. 19 94

A Commissioner for Oaths in and for the Province of Saskatchewan
My Commission expires: Dec. 30/98

THE HOMESTEADS ACT, 1989
CERTIFICATE OF ACKNOWLEDGMENT

I, , certify that I have (indicate capacity)
examined , non-owning spouse of , the owning spouse, in the above/attached agreement for sale separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

(a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and

(b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached agreement for sale and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

Signature

“CAVEAT p 5” explanation:

This document is the **signature and verification page** for the land transaction described in “Caveat 1” earlier. It essentially proves that the agreement was signed voluntarily and legally witnessed in April 1994.

Here is a breakdown of the three main sections:

1. The Signatures (Top)

This section shows the formal execution of the agreement.

- **Murray and Donald Brockman** signed as the "Vendors" (the ones selling the land but keeping the gravel rights).
- **Denis Henri Guillet** signed as the "Purchaser" (the one buying the land).
- A witness signed to confirm they saw all parties sign the document.

2. Affidavit of Execution (Middle)

This is a sworn statement by the witness, **Byron Behiel** (a solicitor in Humboldt). He is "making oath" to a series of facts required by Saskatchewan law:

- He confirms he was physically present and saw the Brockmans and Mr. Guillet sign the document.
- He confirms they are who they say they are.
- He confirms the signing took place in Humboldt and that everyone involved was at least 18 years old.

3. Homesteads Act Compliance (Bottom)

This section is crucial for land sales in Saskatchewan. Under **The Homesteads Act**, if a property is considered a "homestead" (a family home), it cannot be sold without the **clear consent of the non-owning spouse**.

- **Consent of Non-Owning Spouse:** This would be signed if one of the men was married and the land was their family home. It ensures a spouse isn't being "kicked out" of their home without their knowledge.
- **Certificate of Acknowledgment:** This is where a lawyer signs to certify they spoke to the spouse *privately* (away from the husband) to ensure they weren't being pressured into signing.

Summary for the records:
This page confirms that the deal mentioned in the Caveat (where the Brockmans kept the gravel rights) was **formally executed and legally witnessed**. Because these signatures are validated, the claim to the sand and gravel remains a permanent "cloud" on the title that any future buyer must respect.

P 6

Commercial Printers, Ltd., Regina, Sask.

AFFIDAVIT

CANADA
Province of Saskatchewan
TO WIT:

I, MURRAY BROCKMAN and DONALD BROCKMAN,
of Humboldt, Saskatchewan,
severally
make oath and say that:

1. I am the/a Vendor (or agent of the Vendor acting under power of attorney).

2. My spouse and I (or The Vendor and his or her spouse) have not occupied the land described in this disposition as our (or their) homestead at any time during our (or their) marriage.

—or—

~~2. I have (or The Vendor has) no spouse.~~

—or—

~~2. My spouse (or The spouse of the Vendor) is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.~~

~~2. My spouse and I (or The Vendor and his or her spouse) have entered into an interspousal agreement pursuant to *The Matrimonial Property Act* in which my spouse (or his or her spouse) has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.~~

—or—

~~2. An order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to *The Matrimonial Property Act* declaring that my spouse (or the spouse of the Vendor) has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).~~

—or—

~~2. My spouse (or The spouse of the Vendor) is the Purchaser named in this disposition.~~

SEVERALLY
SWORN before me at the Town
of Humboldt,
in the Province of Saskatchewan this 6th.
day of April, A.D. 19 94.

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

MURRAY BROCKMAN
and
DONALD BROCKMAN

AND

DENIS HENRI GUILLET

Agreement

Sale of Land

LAND: SW 21-42-19 W 2nd

SUTHERLAND, BEHIEL, WEBER & WILL
Barristers & Solicitors
P.O. Box 878
HUMBOLDT, Saskatchewan
S0K 2A0

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“CAVEAT p 6” explanation:

This is the final page of the **Agreement for Sale** from April 6, 1994. It contains the **Affidavit** and the **Cover Sheet** that legally "wraps up" the entire contract.

Here is the breakdown:

1. The "Homesteads" Affidavit (The Top Section)

In Saskatchewan, the *Homesteads Act* protects a spouse’s right to the family home, even if their name isn't on the title.

- **The Sworn Oath:** Murray and Donald Brockman "severally" (each for himself) swore before a lawyer that neither they nor their spouses had ever lived on this land as their **primary family home (homestead)**.
- **Why this matters:** Because it wasn't a "homestead," the Brockmans were legally allowed to sell the land without needing their spouses to sign off on the deal.

2. The Verification

- **Signatures:** You can see the signatures of **Murray Brockman** and **Donald Brockman** on the right.
- **The Lawyer:** Below their names is the signature of **Byron Behiel**, a "Commissioner for Oaths" and "Solicitor" (lawyer) from Humboldt, who officially witnessed and stamped the document.

3. The Cover Sheet (The Bottom Section)

This is the "title page" of the legal filing. It summarizes the basics of the entire 1994 deal:

- **Parties:** Murray and Donald Brockman (Vendors) and Denis Henri Guillet (Purchaser).
- **Document Type:** Agreement for Sale of Land.
- **Land Description:** The South West Quarter of Section 21, Township 42, Range 19, West of the 2nd Meridian (SW 21-42-19 W 2nd).
- **The Law Firm:** Sutherland, Behiel, Weber & Will in Humboldt, who prepared these papers.

What this means for the whole document set:

This page confirms that the entire agreement—including the **99-year sand and gravel rights** and the **$4,000 debt**—was signed correctly according to Saskatchewan law.

Because these documents were filed with the Land Titles office as a **Caveat**, these rules "stick" to the land.

Whoever were to buy this quarter section today, they would be buying it **subject to these 1994 terms** until they expire in **2093**.