## MAINTENANCE AND ENCROACHMENT EASEMENT AGREEMENT

BETWEEN:

Albert Alexander Kuxhaus and Marjory Ellen Kuxhaus of the RM of Last Mountain Vally No. 250, in the Province of Saskatchewan, (hereinafter called the "Grantor")

OF THE FIRST PART

AND

Albert Alexander Kuxhaus and Marjory Ellen Kuxhaus of the RM of Last Mountain Vally No. 250, in the Province of Saskatchewan,

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS The Grantor is the registered owner of an estate in fee simple in the following:

NE Sec 33 Twp 25 Rge 21 W2 Extension 0 (Surface Parcel #110369886)

(hereinafter called the "First Lands")

AND WHEREAS The Grantee is the registered owner of an estate in fee simple in the following:

SW Sec 34 Twp 25 Rge 21 W2 Extension 0 (Surface Parcel #110370675)

(hereinafter called the "Second Lands")

AND WHEREAS the lagoon and septic line servicing the Second Lands are on and beneath the surface of the First Lands;

AND WHEREAS the owner of the First Lands and Second Lands are one in the same and the intention is to sell the lands, however before that portion of the First Lands are sold the owner desires to put in place a Maintenance and Encroachment Easement.

**NOW, THEREFORE**, this agreement witnesseth that the following Easement shall exist on the First Lands for the benefit of the Second Lands as follows:

1. The Grantor as beneficial owner of the First Lands hereby grants, conveys, transfers and assigns to the Grantee, its successors in title, the owners and occupiers for the time being of the Second Lands, and their respective servants, agents and licensees for the benefit of the Second Lands, an Easement on, over, under and/or through a portion of the First Lands, described as follows, that is to say:

All that portion of the First Lands as indicated in the diagram attached hereto as Schedule "A".

(hereinafter referred to as the "Easement Lands")

- 2. The said Easement shall consist of the right, privilege and authority for the Grantee, its successors in title, the owners and occupiers for the time being of the Second Lands and their respective servants, agents and licensees to have exclusive use of the lagoon and any septic lines on the First Lands, and to enter into or upon the said Easement Lands:
  - (a) To the exercise normal use of lagoon located on the Grantor's parcel;
  - (b) To excavate the same and to fix and or construct and lay and forever hereafter to keep laid and maintained in such excavation a lagoon and all necessary lines or other substances as

- shall be considered fit and proper in the use of the lagoon;
- (c) The constructing, repairing, replacing, maintaining, and inspecting of the lagoon and any related septic lines and equipment on the First Lands; and
- (d) The Easement herein granted shall be both vertical and horizontal in direction and it shall extend horizontally to such depth as is necessary to properly construct, repair, replace, maintain and inspect the lagoon and any related septic lines and equipment.
- 3. Provided further, and it is hereby agreed that whenever the Grantee or their successors enter upon the said Easement Lands for the purposes permitted by the within Easement, they will cause or do as little damage and inconvenience as is possible to the owner and occupier of the First Lands.
- 4. The Grantor covenants and agrees with the Grantee that the Grantor will not at any time, now or in the future, erect or maintain, nor permit or suffer to be built, erected or maintained upon the Easement Lands, any building or structure, nor will plant or remove, nor allow to be planted or removed thereon, any trees, shrubs or landscaping without the consent of the Grantee.
- 5. The covenants herein shall be perpetual and run with the lands, but no covenant shall be personally binding on either party except in respect of breaches during its seisin of or title to the said lands and the parties herein may file an easement, miscellaneous interest, or otherwise register the same as provided by *The Land Titles Act* to protect their rights hereunder.
- 6. The parties hereto agree that the Easement, rights and privileges herein granted, conveyed, transferred and assigned by the Grantor to the Grantee shall be construed and considered as running with the lands and these presents, including all covenants and conditions herein contained, shall extend to be binding upon and enure to the benefit of the heirs, executors, administrators, assigns and successors in title to the Grantor and the Grantee.
- 7. It is acknowledged by the parties that the septic/service lines of the lagoon run under the range road between the properties, and they are not aware of any approvals or permits granted by Rural Municipality/Government Authority in respect to this matter.
- 8. The term "Grantor" and "Grantee" and references thereto in the singular number and the masculine gender shall also include the plural number and feminine (and neuter in the case of a corporation) gender when in context so requires.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 1/6 day of October, 2025.

in the presence of:	) / Ory ory Kux hours /Marjory Ellen Kuxhaus, Grantor
Witness	Marjory Ellen Kuxhaus as POA for Albert Alexander Kuxhaus, Grantor
SIGNED, SEALED AND DELIVERED in the presence of:	Marjory Ellen Kuxhaus, Grantee
Witness	Marjory Ellen Kuxhaus  as POA for Albert Alexander Kuxhaus. Grantee

CANADA	)
PROVINCE OF SASKATCHEWAN	<u> </u>

## AFFIDAVIT OF EXECUTION

I, JOSH DUCHIN, of the City of Regina, in the Province of Saskatchewan, MAKE OATH AND SAY:

- THAT I was personally present and did see Marjory Ellen Kuxhaus, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
- THAT the same was executed at the City of Regina, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- 3. THAT I know the said Marjory Ellen Kuxhaus and he/she is in my belief eighteen years of age or more.

SWORN BEFORE me at Regina,	Ì
Saskatchewan, this//_ day of	ì
October, 2025.	,
	,
	`

A Commissioner for Oaths / Notary Public in and for the Province of Saskatchewan.

Being a Solicitor

My Appointment Expires: September 30,2030

Witness

## SCHEDULE A

The Easement is marked in as hashmarks (x's) and is approximately 49 metres by 13 metres at the South-East boundary of the First Lands (Surface Parcel #110369886)



## Surface Parcel Number: 110370675

REQUEST DATE: Thu Oct 16 11:08:00 GMT-06:00 2025

153396849 110370226 153396850	110370216	110370192	110353294	110370169
110368391 153396872 110372093 53396883 10369808	110369886	110369921	110370686	110368826 110370710
10372295 110372082 110372059	11036 110351281		110372105	110370709
110371957	110371968	110371924	110371935	110371890
10351236 110371946 10351359	110351225	110351214 11 <u>1</u> 1	145263540 254710	110351180

Owner Name(s): Kuxhaus, Albert Alexander, Kuxhaus, Marjory Ellen

Municipality: RM OF LAST MOUNTAIN VALLEY NO. 250 Area: 64,808 hectares (160.14 acres)

Title Number(s): 111450596

Converted Title Number: 00SE28471

Parcel Class: Parcel (Generic)

Ownership Share: 1:1

Land Description: SW 34-25-21-2 Ext 0
Source Quarter Section: SW-34-25-21-2

Commodity/Unit: Not Applicable