

EASEMENT AGREEMENT

This Easement Agreement made effective the 11 day of February, 2025.

BETWEEN:

THE RURAL MUNICIPALITY OF CANA #214.
(hereinafter called the "Municipality")

- and -

THE CITY OF MELVILLE
(hereinafter called the "City")

WHEREAS:

A. The Municipality is the registered owner of the certain land in the Rural Municipality of Cana legally described as follows:

SE 1/4-4-23-6-W2M
(hereinafter the "Lands");

B. The City wishes to construct, install and maintain a permanent pipe on a portion of the Lands (referred to as the "Pipe") to provide for gravity effluent discharge in relation to the Wastewater Treatment Facility;

C. The Municipality wishes to provide an easement and right of access to the City over, under and across the area where the Pipe is to be located in order to construct, operate, maintain, alter or repair the Pipe.

NOW THEREFORE in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Municipality, on its own behalf, and the City each agree with the other as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- a. "Agreement" means this agreement and all schedules attached hereto;
- b. "Easement Area" means that area as shown on Schedule "A" attached hereto, described measured 5 m into the road allowance from the western boundary of

RGE RD 2063. The easement length includes 7.29 m north and 221.44 m south of the quarter line between quarter sections SE and NE 04-23-06-W2M

- c. "Easements" means those easements, rights of way and rights in the nature of easements described in Section 2.1 hereof;
- d. "Emergency" means real or perceived imminent risk of injury to persons or danger of damage to property;
- e. "Invitees" means agents, servants, employees, contractors, lessees, licensees, guests and customers, and future owners of all or a portion of the Lands;
- f. "Maintain" includes, where applicable, to service, maintain, repair alter, reconstruct and restore the Pipe and "Maintaining" and "Maintenance" have similar meanings;
- g. "Parties" means the City and the Municipality and "Party" means one of the Parties;

1.2 Schedules

The Schedules to this Agreement comprise part hereof, and are identified as follows:

Schedule A Plan showing location of the Easement Area

1.3 Interpretation

This Agreement shall be interpreted and construed in accordance with the following provisions:

- (a) The recitals shall be deemed to form an integral part of this Agreement;
- (b) This Agreement is to be construed and enforced in accordance with the laws of the Province of Saskatchewan, and the Parties hereby attorn to the jurisdiction of the courts of Saskatchewan;
- (c) Time shall be of the essence of this Agreement and each of the provisions hereof;
- (d) This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior arrangements, understandings and negotiations, whether oral or written and there are no present warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth or referred to herein;
- (e) All the terms and provisions of this Agreement shall be binding upon the Parties and their respective permitted successors in title and shall run with the Lands in accordance with the terms hereof; and

- (f) The Parties acknowledge that it is their intention herein to create easements, rights of way and licenses serving the Lands over and upon that portion of the Lands identified as the Easement Area and shown on Schedule "A" and that such easements, rights of way and licences are intended to run with the Lands and to extend to the Owner and its respective successors in title.

ARTICLE 2

GRANTS OF EASEMENTS AND RIGHTS

2.1 Grants of Easements by the Municipality to the City

The Municipality hereby grants to the City, for the benefit of the City, an easement, licence and right of way to enter upon the Easement Area to use, excavate, construct, place, operate, inspect, repair, improve, alter, add to and remove, maintain on, under, across, along, over, through and from the Easement Area a Pipe for effluent discharge in relation to the Wastewater Treatment Facility.

The Municipality shall not, without the prior written consent of the City, excavate, drill, place, install, block, erect or permit to be excavated, drilled, placed, installed or erected on, over or under the Easement Area any pit, foundation, pavement, material, fence, structure or thing, but otherwise the Municipality shall have the right to fully use and enjoy the Easement Area, subject always to and so long as not to interfere with the rights, licenses and easements hereby granted.

All of the lands comprising the Easement Area are and will be owned and held, mortgaged, encumbered, leased and improved subject to and together with the following covenants, conditions, restrictive uses, limitations and obligations, all of which are declared to be for the mutual benefit of and to bind the Municipality.

The City shall have the right of free and unimpeded ingress and egress to and from the Easement Area for itself and its agents, contractors, employees and licensees and their machinery, materials, vehicles and equipment.

Once the Pipe is constructed, the City agrees to restore the surface of all disturbed areas including topsoil replacement to a minimum of 100 mm and mechanically seeded topsoil unless otherwise indicated.

The easements, rights of way and licences granted by the Municipality to the City in this Section 2.1 shall be appurtenant to and shall benefit and run with the Lands and shall encumber the Easement Area.

2.2 Enjoyment of Easements

The Parties covenant and agree with each other that the following provisions shall apply to all Easements granted pursuant to this Article 2:

- (a) The Municipality shall not construct or permit to exist any fence, barrier, sign, structure, or any other improvement of any kind whatsoever in the Easement Area which prevent or inhibit the use and enjoyment of the rights herein granted.
- (b) The use and enjoyment at any time of the Easement Area shall be subject to such temporary interruptions which are reasonably necessary for the performance of Maintenance to be conducted by the City from time to time.

ARTICLE 3
COMPLIANCE WITH LAWS AND AGREEMENT

3.1 Compliance with Laws

The Parties covenant and agree to comply with all laws, rules, by-laws, orders, ordinances, regulations and requirements of any municipality, board, agency or governmental authority having jurisdiction over the lands when performing their respective obligations and exercising their respective rights under this Agreement and to each pay their respective share of the costs of such compliance.

3.2 Compliance with Agreement

The Parties covenant and agree to comply with all of the provisions contained in this Agreement and that they will not authorize or permit any breach of this Agreement by any person for whom they are in law responsible.

ARTICLE 4
TERM OF AGREEMENT

4.1 Term

This Agreement shall be for an indefinite term for so long as the Pipe shall be required for the operation of the Wastewater Treatment Facility.

ARTICLE 5
FURTHER ASSURANCES

5.1 Further Assurances

Each Party to this Agreement shall give whatever further assurances and to grant to the other Party any additional rights required from time to time by the other Party as are reasonable required by the other Party so as to continue the easements and to permit the use and Maintenance of the Pipe as contemplated in this Agreement.

ARTICLE 6
GENERAL

6.1 **General**

- (a) This Agreement shall be in addition to and not in substitution of or conditional upon any other agreement affecting all or any portion of the Easement Area or the Lands.
- (b) The provisions of this Agreement are severable and if any of them or of the application to any person or circumstance to any extent is held to be or rendered invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions, or the application thereof to the persons or circumstances other than those with respect to which it is held to be invalid, unenforceable, or illegal, shall not be affected thereby, and shall continue to be applicable and enforceable to the fullest extent permitted by law.
- (c) This Agreement shall apply to the Lands as presently constituted, and shall apply to any further subdivision or further subdivisions of the Lands at any time or from time to time, and without any further act or formality, shall be carried forward to additional lots or parcels created by any future plans of subdivision or parcel plans.
- (d) This Agreement shall not be merged by virtue of the acquisition by one Party of all or any part of the Lands owned by another Party.
- (e) This Agreement may not be amended without written consent of the parties hereto.

ARTICLE 7
BINDING ON SUCCESSORS

7.1 **Binding on Successors and Assigns**

- (a) The provisions of this Agreement are intended to run with the Lands burdened thereby, and shall bind the Municipality and any future owner(s) and their successors in title and permitted assigns.
- (b) Any person or entity acquiring legal or beneficial title to the Lands or obtaining possession of the Lands shall automatically be bound by all of the provisions of this Agreement.

ARTICLE 8

NOTICE

8.1 **Notice**

Any notice, direction or other instrument required or permitted to be given hereunder shall be in writing and given by delivering or sending it by telecopy or other similar form of communication addressed to the Municipality at:

The Rural Municipality of Cana No. 214
110 5th Avenue East
Box 550
Melville, Saskatchewan S0A 2P0
Email: rmcana@sasktel.net
Fax: (306) 728-3807
Attention: Chief Administrative Officer

and, to the City at:

430 Main St.
Box 1240
Melville, SK S0A 2P0
Email: cityhall@melville.ca
Fax: (306) 728-5911
Attention: City Manager

Any such notice, direction or other instrument given as aforesaid shall be deemed to have been effectively given, if sent by facsimile or e-mail on the next Business Day following such transmission or, if delivered, to have been received on the date of such delivery. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

ARTICLE 9
REGISTRATION OF EASEMENT

10.1 **Registration**

The Municipality acknowledges that this Agreement may be registered by the Municipality against title to the Lands as an easement pursuant to section 2(4) of *The Public Utilities Easement Act*, RSS 1978, c P-45.

(Signature page follows.)

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above set forth.



THE RURAL MUNICIPALITY OF CANA NO. 214

Per: Brian Reinson

Name: Brian Reinson

Title: Reeve

Per: Kati Apps

Name: Kati Apps

Title: Administrator

THE CITY OF MELVILLE



Per: Joe Kirwan

Name: Joe Kirwan

Title: Mayor

Per: Joleen Tuchscherer

Name: Joleen Tuchscherer

Title: City Manager

SCHEDULE "A"
EASEMENT AREA



