

ACCESS EASEMENT

THIS AGREEMENT MADE AS OF THE ____ DAY OF _____ 19____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN, represented by the Minister of Environment and Resource Management (herein called the "Grantor")

AND:

_____ of _____
in the Province of _____
(herein called the "Grantee")

WHEREAS:

- a) the Grantor is the registered owner of _____ (the Grantor's Land), which shall constitute the servient tenement;
- b) the Grantee is the Lessee of _____, shown as outlined in red on site plan identified as Schedule "1" attached hereto (the Grantee's Land), pursuant to a Lease dated the ____ day of _____, 19__ between the Grantor and the Grantee, which shall constitute the dominant tenement;
- c) the Grantor has agreed to grant to the Grantee an easement and right-of-way over the Grantor's Land for the purposes of access to the Grantee's Land, subject to the terms and conditions herein.

THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions herein, the Grantor grants to the Grantee an easement and right-of-way through, along and over the following land for uninterrupted ingress and egress to and from the Grantee's Land by the Grantee, its agents and all other persons authorized in that behalf, with such equipment as may reasonably be required, for the use of the Grantee's Land for _____:

that portion of the Grantor's Land consisting of ...

shown as outlined in red on site plan identified as Schedule "2" attached hereto (the "right-of-way").

2. The term of this Agreement shall be from the ___ day of _____, 19___ to and including the ___ day of _____, 19_____.
3. The Grantee shall pay each and every year during the term of this Agreement _____ (\$ _____) in advance, on or before the 1st day of April, but the said rental shall be subject to readjustment according to regulations under *The Provincial Lands Act* or *The Parks Act*, whichever applies.
4. The rights herein granted are not exclusive to the Grantee and the rights herein granted shall not in any way interfere with the full enjoyment of the right-of-way by the Grantor or those claiming through or under the Grantor, except as may be necessary for the purposes herein expressed.
5. The Grantee shall keep the right-of-way in reasonable repair at its expense and upon the termination or expiration of this Agreement shall restore the right-of-way to the same condition, so far as it is practical to do so or unless otherwise consented to in writing by the Grantor, as the right-of-way was in prior to entry thereon by the Grantee.
6. The Grantee will compensate the Grantor or any person claiming through or under the Grantor for any and all damage on the right-of-way by reason of the exercise by the Grantee of the rights granted herein.
7. the Grantor will not construct or maintain any fence, embankment, fill or any building or any structure or obstruction or excavation of any kind whatsoever on the right-of-way which shall in any way interfere with the rights and privileges granted to the Grantee hereunder without the prior written consent of the Grantee.
8. The Grantee shall not sell, assign or transfer this Agreement or any or all of the rights granted to the Grantee under this Agreement without the prior written consent of the Grantor.
9. The Grantee shall indemnify and save harmless the Grantor from and against all actions, suits, claims and demands arising out of or in connection with the exercise of the rights granted herein by the Grantee, its employees, agents, contractors or licensees.
10. Any notice or other communication required to be given under this Agreement or which either party may wish to give or to serve on the other may be effectually and sufficiently given or served if delivered or mailed to:

a) in the case of a notice or communication to the Grantor:

b) in the case of a notice or communication to the Grantee:

If so delivered or mailed the notice or communication shall be deemed to have been given or served when delivered or on the fifth business day after the date of mailing, except in the case of a disruption of postal service, in which case it shall be deemed to have been given or served on the fifth business day after such disruption ceases.

11. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

a) the singular shall include the plural and the plural shall include the singular; and

b) the masculine shall include the feminine, corporation or company;

where the context so requires.

12. This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the parties have sealed and executed this Agreement on the dates written below.

EXECUTED ON BEHALF OF THE GRANTOR THIS ____ day of _____, 19____.

Per: _____ (seal)

Minister of Saskatchewan Environment and Resource
Management

EXECUTED ON BEHALF OF THE GRANTEE THIS ____ day of _____, 19__.

(Company Name)

Witness

Per: _____ (seal)

Per: _____

(Include Affidavit of Execution if Grantee is individual.)

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

I, _____, of the _____ of _____,
in the Province of Saskatchewan, MAKE OATH AND SAY:

1. THAT I was personally present and did see _____
named in the within instrument, who is personally known to me to be the person named
therein, duly execute the same for the purposes named therein.

2. THAT the same was executed at the _____ of _____ in the Province of
Saskatchewan, on the _____ day of _____, 19____, and that I am the subscribing
witness thereto.

3. THAT I know the said _____ and he/she is in my belief of the full age
of eighteen years or more.

SWORN BEFORE ME at the _____)
of _____, in the _____)
Province of Saskatchewan, this _____)
_____ day of _____, _____) _____ A.D.
19____. _____)
_____)
_____)

_____)
A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My Commission expires: