

BYLAW NO. 2023-03

Rural Municipality of Rocanville No. 151

**A BYLAW TO PROVIDE FOR THE CLOSING AND SELLING OF A MUNICIPAL ROAD.**

The Council of the Rural Municipality of Rocanville No. 151, in the Province of Saskatchewan, enacts as follows:

1. Subject to the consent of the Minister of Highways and Transportation, the Municipality, agrees to close and transfer the municipal road allowance lying South of the South West of Section 21, Township 17, Range 30, West of the First Meridian, as referenced as ORA 182-17-30-2, on the terms and conditions set out in the Agreement of Purchase and Sale with Attached Schedule A "Gravel Lease", Subdivision and Transfer Agreement (dated 24Aug2020), as attached to and forms part of this bylaw.
2. Subject to the consent of the Minister of Highways and Transportation, the Municipality, agrees to close and transfer the municipal road allowance lying South of the South West of Section 28, Township 17, Range 30, West of the First Meridian, as referenced as ORA 65-17-30-1, on the terms and conditions set out in the Subdivision and Transfer Agreement (dated 24Aug2020), as attached to and forms part of this bylaw.
3. Bylaw 4-2020, passed on 10Sep2020 is hereby repealed.
4. Bylaw 4-2021, passed on 28Apr2021 is hereby repealed.



M. MacRuthland  
Reeve

[Signature]  
Administrator



Read a third time and adopted  
This 14th day of September, 2023.

A Certified True Copy of Bylaw 2023-03

[Signature]

Administrator Andrea Smyth



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made effective the 24th day of August, 2020.

BETWEEN:

**RURAL MUNICIPALITY OF ROCANVILLE NO. 151**

(hereinafter referred to as the "Vendor")

OF THE FIRST PART

AND:

**POTASH CORPORATION OF SASKATCHEWAN INC.**

(hereinafter referred to as the "Purchaser")

OF THE SECOND PART

**WHEREAS** the Vendor is the registered owner of the municipal road located to the South of the South West of Section 21, Township 17, Range 30, West of the First Meridian (which land is hereinafter referred to as the "Road Allowance");

**AND WHEREAS** the Road Allowance is no longer required for use by the travelling public;

**AND WHEREAS** access to other lands is not eliminated by this Agreement;

**AND WHEREAS** the Purchaser is desirous of purchasing from the Vendor the Road Allowance as hereinafter provided for, and the Vendor is prepared to close and transfer the same to the Purchaser, pursuant to Section 13 of *The Municipalities Act*;

**AND WHEREAS** the Minister of Highways and Transportation has agreed to allow the Vendor to close and transfer the Road Allowance to the Purchaser, subject to the terms and conditions hereinafter set forth.

**NOW IN CONSIDERATION** of the premises and the terms and conditions hereinafter set out it is agreed between the parties as follows:

1. The Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor the Road Allowance, free and clear of all encumbrances, other than exceptions to title contained in *The Land Titles Act, 2000*, S.S., c. L-5.1 and amendments thereto, subject to the terms and conditions hereinafter set out.
2. As soon as reasonably practicable, the Vendor shall do all such acts, pass any bylaws, and seek all consents that may be required to:
  - (a) close the Road Allowance pursuant to section 13(1) of *The Municipalities Act* in order to sell the Road Allowance; and

- (b) convey title to the Road Allowance to the Purchaser and deliver any other documentation necessary to provide title to the Purchaser as provided for in paragraph 1 above.
3. The possession date and completion of the within transaction shall be 5 business days after the completion of all actions described in paragraph 2, above, or such other date as the parties may agree upon in writing (the "Possession Date").
4. As consideration for the transfer of the Road Allowance, the Purchaser shall, on or before the Possession Date grant a gravel lease to the Vendor respecting the W1/2 of Section 21, Township 17, Range 30, West of the First Meridian in the form of gravel lease attached hereto as Schedule "A".
5. The Purchaser acknowledges that it is a GST registrant and agrees to remit any applicable Goods and Services Tax directly to the Receiver General of Canada. The Purchaser's GST registration number is 119482909RT.
6. The Vendor is not aware of any environmental contamination to the Road Allowance nor has it done anything to cause such contamination.
7. The Purchaser covenants and agrees that it shall:
  - (a) be responsible for all Information Services Corporation fees related to the transfer of the Road Allowance;
  - (b) accept the Road Allowance in its current condition;
  - (c) grant utility line easements as may be required by a Crown utility corporation for any existing lines; and
  - (d) save harmless and keep indemnified the Vendor and the Crown in right of Saskatchewan or either of them from and against any expenses, damages, claims demands or judgments concerning the Road Allowance from and after the Possession Date.
8. Any closing and transfer of the Road Allowance pursuant to this Agreement is subject to the condition that, in the event the Crown, a Crown utility corporation, or the Vendor requests the return of the Road Allowance for use by the public as a road or for the purposes as a public utility, and if the land has not become part of a plan of subdivision, the Road Allowance or any interest in it that is necessary to enable the Crown, the Crown utility corporation or the Vendor to fulfil the purpose on which its request is based must be returned to the Crown, the Crown utility corporation or the Vendor, as the case may be, without compensation. The Vendor, at its costs, may register an interest against the Road Allowance based on a notice that sets out the condition of this paragraph 8.
9. Time is of the essence of this Agreement.
10. The parties make no representations or warranties except as expressly set out in this Agreement.

11. This Agreement shall be binding upon the respective heirs, administrators, executors, successors and assigns of the parties.
12. The Vendor and Purchaser covenant and agree that upon request by the other party to complete such documents and do such things as are reasonably required in order to carry out the true intent and purpose of this Agreement.
13. This Agreement may be signed in counterpart, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement and shall be governed by the laws of the Province of Saskatchewan. A counterpart delivered by facsimile transmission or by electronic transmission, including a pdf copy by email, shall be considered as an original copy of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.



RURAL MUNICIPALITY OF  
ROCANVILLE NO. 151

Per:

*[Signature]*

Per:

*[Signature: Spinderson]*

POTASH CORPORATION OF  
SASKATCHEWAN INC.

Per:

*[Signature]*

Per:

*[Signature]*



**SCHEDULE "A"**

**Form of Gravel Lease**

[See attached]

## GRAVEL LEASE

THIS LEASE made effective the 1st day of September, 2020.

BETWEEN:

POTASH CORPORATION OF SASKATCHEWAN INC.

(the "Owner")

AND:

RURAL MUNICIPALITY OF ROCANVILLE NO. 151

(the "Lessee")

OF THE FIRST PART

OF THE SECOND PART

WHEREAS the Owner is the owner of, and has the exclusive right to deal with, certain property being the W/1/2 of Section 21, Township 17, Range 30, West of the First Meridian (the "Land") and the Owner wishes to grant the right to remove gravel from the Gravel Area to the Lessee, as further set out in the Lease.

NOW THEREFORE in consideration of the promises given in this agreement, the Owner and Lessee agree as follows:

### 1. DEFINITIONS

1.1 The following terms, wherever used in this Lease, have the meanings set out below:

- (a) "Agreement of Purchase and Sale" shall have the meaning ascribed to such term in section 5.2;
- (b) "Annual Gravel Limit" means the amount of gravel permitted to be extracted by the Lessee from the Gravel Area as described in section 4.2;
- (c) "Effective Date" means September 1, 2020;
- (d) "Gravel Area" means that portion of the Land as shall be agreed upon in writing from time to time between the parties;
- (e) "Lease" means this lease agreement, as may be amended from time to time by the parties;
- (f) "Losses" shall have the meaning ascribed to such term in section 8.1; and
- (g) "Term" means the period of time referred to and described in section 3.

**2. OWNER'S COVENANTS AS TO TITLE**

**2.1 Owner's Covenants.** The Owner covenants to the Lessee:

- (a) That it has good title to the Gravel Area; and
- (b) That it has the right to grant this Lease to the Lessee.

**3. TERM**

**3.1 Term.** This Lease shall have a term of 10 years commencing on the Effective Date and terminating on August 31, 2030, unless sooner terminated pursuant to the terms of this Lease.

**4. GRANT OF LEASE**

**4.1 Grant.** Except as specifically provided herein, including without limitation the provisions of section 12.1, the Owner grants to the Lessee for the period of the Term of this Lease:

- (a) The right to search for, dig, get, stockpile, and remove gravel from the Gravel Area; and
- (b) Subject to the reasonable operational requirements of the Lessor, from time to time, the right to enter upon the Gravel Area with or without vehicles, for the purpose of exercising its rights under this Lease.

**4.2 Limits on Gravel Extracted.** The Lessee shall be limited to an extraction of 10,000 yards from the Gravel Area during each consecutive 12-month period of the Term.

**5. FEES**

**5.1 Gravel Fees.** The Lessee shall be entitled to extract the Annual Gravel Limit from the Gravel Area without payment of any fee to the Owner.

**5.2 Valuable Consideration.** The parties acknowledge that the Lessee has paid good and valuable consideration to the Owner for the granting of this Lease and the rights to extract gravel from the Gravel Area in accordance with the provisions hereof, by the entering in to of an Agreement of Purchase and Sale (the "**Agreement of Purchase and Sale**") whereby the Lessee has agreed to sell and carry out all actions necessary to transfer the municipal road located to the South of the South West of Section 21, Township 17, Range 30, West of the First Meridian to the Owner.

**6. LESSEE'S RESPONSIBILITIES**

**6.1 Lessee Responsible for Costs.** The Lessee is responsible for all of its own costs and expenses in exercising its rights under this Lease, including:

- (a) All costs and expenses however incurred which are in any manner associated with any action necessary to allow the Lessee to commence operations under this Lease, including (but not limited to) subdivision applications, construction of access roads, and obtaining of permits and approvals;



(b) all costs and expenses for removing and stockpiling topsoil and overburden, the extraction and crushing of the gravel, the stockpiling of the gravel, and removal and trucking of the gravel; and

(c) any other expense of whatever nature or kind connected with this Lease, which is not otherwise expressly stated to be the expense of the Owner under this Lease.

6.2

**Approvals and Permits.** The Lessee shall be solely responsible for obtaining all necessary permits, leases, approvals, and consents as are necessary for exercising its rights under this Lease, including (but not limited to) hauling approvals, development permits, subdivision approvals, access approvals, road construction approvals, or anything else necessarily incidental to this Lease. All such permits, approvals, and consents must be obtained before the Lessee commences any operations in the Gravel Area.

6.3

**Removal of Topsoil and Overburden.** All topsoil and overburden which is removed by the Lessee during its operations must be stockpiled in separate piles in the Gravel Area, and cannot be removed by the Lessee from the Gravel Area. All such topsoil and overburden remains the property of the Owner.

6.4

**Crushing and Measurement of Gravel.** It shall remain within the discretion of the Lessee as to the rate at which gravel is crushed and stockpiled.

Measurement of the gravel extracted and removed by the Lessee shall be done by way of such records as may be used for the purposes of payment of any contractor employed by the Lessee. Where gravel is removed directly by the Lessee, measurements shall be taken by the Lessee using standard measurement techniques generally used in the industry and approved by the Owner.

6.5

**Removing and Reporting.** The Lessee shall provide to the Owner a complete and accurate record of all gravel and materials removed from the Land during each month of the Term which shall be provided by way of a sworn Statutory Declaration signed by the Lessee within 30 days of the end of each month detailing the quantities of gravel removed.

6.6

**Compliance with laws.** The Lessee shall conduct all operations in, on and under the Gravel Area in a careful manner in accordance with good gravel extraction practice, and in compliance with all applicable legislation and, without limiting the generality of the foregoing, the Lessee shall, on termination of this Lease, leave the Gravel Area in a safe condition with all openings safeguarded in accordance with the provisions of all applicable legislation or regulations affecting them.

6.7

**Prevention of liens.** The Lessee agrees to pay all accounts of every kind for wages, supplies, workers' compensation, assessments and all other accounts and indebtedness incurred by it in connection with any operations carried on by it in or on the Gravel Area as those payments become payable so that no claim or lien can arise on the Gravel Area or the gravel contained therein, and that it will discharge immediately any liens or other encumbrances which may arise in respect of any work done pursuant to this Lease.

7. **OWNER'S RIGHTS TO INSPECT**

7.1

**Inspection.** The Owner and its authorized representatives shall at all times have the right to enter on and visit all parts of the Gravel Area for the purpose of inspecting, in a

manner and at those times as shall not unduly interfere with the operations of the Lessee; provided, however, that the Owner does so at its own risk and agrees to indemnify the Lessee against all loss or damage of any kind whatsoever in any way referable to the entry, presence or activities of the Owner or its representative while on the Gravel Area.

## **8. INDEMNITY**

- 8.1 **Indemnity.** Save as specifically provided to the contrary, the Lessee agrees to and does hereby indemnify the Owner and its directors, employees, agents and representatives against all losses, liabilities, claims, causes of action, costs, damages, or expenses (including reasonable legal expenses) of any kind or nature whatsoever (collectively, "Losses"), including but not limited to any Losses relating to the injury to or death of persons, and damage to or loss or destruction of property, which arise or result from the use or occupancy by the Lessee of the Gravel Area or its operations performed under this Lease.

## **9. CONDUCT OF OPERATIONS**

### **9.1 Maintenance of Gravel Area.**

- (a) All operations on the Gravel Area shall be conducted in a manner which will cause the least damage and defacement practicable under the circumstances, and shall be in accordance with the provisions of any applicable environmental legislation, hazardous or waste product legislation, or other similar or applicable legislation.
- (b) At the end of the Term, the Lessee shall, as far as practicable, and subject to the Lessee's rights under this Lease, leave the Gravel Area in the same state and condition as it was in at the time of the Lessee's entry on it.

## **10. ENVIRONMENTAL PROVISIONS**

### **10.1 General.**

- (a) The Lessee agrees that it shall
- (i) receive, handle, use, store, treat, ship and dispose of any and all environmental contaminants (as established from time to time by applicable legislation or regulation or by-law) in strict compliance with all applicable environmental, health or safety laws, regulations, order or approvals; and
- (ii) will remove prior to the end of the Term, from and off the Gravel Area all environmental contaminants.
- (b) The Lessee agrees that it shall not release into the environment, or deposit, discharge, place, or dispose of at, on or near the Gravel Area, any hazardous or toxic materials, substances, pollutants, contaminants or wastes as a result of the operations conducted by it.
- (c) The Lessee further agrees that the Gravel Area shall at no time be used at any time by any person as a landfill or waste disposal site.

10.2 **Lessee's indemnification.** The Lessee shall and does indemnify and save harmless the Owner from and against any and all:

- (a) Liabilities, losses, claims, costs and damages (including lost profits, consequential damages, interest, penalties, fines, monetary sanctions); and
- (b) Expenses incurred or suffered by the Owner (including amounts paid to lawyers, accountants, and engineers),

by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any term contained in this article 10. This indemnification shall remain in full force and effect notwithstanding the expiration or other termination of the Term of this Lease.

## 11. TERMINATION

11.1 **Lessee's default.** The Lessee shall be considered to be in default under this Lease if:

- (a) The Lessee fails to carry out its obligations under the Agreement for Purchase and Sale within a reasonable amount of time;
- (b) The Lessee fails to comply with any environmental laws applicable to its operations on the Gravel Area;
- (c) The Lessee fails to perform or observe any provision of this Lease where it is stated that, as a consequence, the Owner may terminate this Lease;
- (d) The Lessee fails to perform or observe any other provision of this Lease to be observed or performed by the Lessee provided the Owner shall have first given the Lessee ten days' written notice of any failure to observe or perform, and the Lessee shall, within that period of ten days, have failed to commence diligently and thereafter proceeded diligently, to cure any failure to observe or perform;
- (e) The Lessee commits an act of bankruptcy or become bankrupt or insolvent or takes the benefit of any Act in force for bankrupt or insolvent debtors or file any proposal or make any assignment for the benefit of creditors or if a receiver is appointed for all or any portion of the Lessee's property or if any order is made for the winding-up of the Lessee;
- (f) The Lessee abandons or attempts to abandon the Gravel Area or if the Gravel Area is used by any other person than is entitled to use it; or
- (g) The Lessee shall suffer this Lease or any of its assets to be taken under any writ of execution.

### 11.2

**Owner's Rights Upon Default.** If an event of default occurs, the Owner shall give written notice thereof to the Lessee and, subject to the curing period as provided in paragraph 11.1(d), if applicable, the Owner shall have the following rights:

- (a) The Owner, besides any other rights or remedies it may have pursuant to this Lease or by law, shall have, to the extent permitted by law, the immediate right of re-entry

either by force or otherwise and may remove all people and property from the Gravel Area; and any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Lessee, or sold by way of private or public sale, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable, for any loss or damage which may be occasioned thereby; and

(b) In addition to the Owner's right of re-entry, the Owner may by written notice terminate this Lease, without prejudice to any other rights or remedies it may have including, without limitation, the right to receive compensation for loss of any payments for which the Lessee is liable, together with the reasonable expenses of the Owner attributable to the termination of this Lease, and the Lessee shall immediately deliver up possession of the Gravel Area to the Owner.

#### 11.3

**Lessee's Right to Terminate.** The Lessee may terminate this Lease at any time on thirty days' previous written notice of its intention to do so, and at the expiration of the thirty days, this Lease shall terminate accordingly.

#### 11.4

##### **Effect of Termination.**

(a) Upon termination of this Lease, the Lessee shall immediately cease all operations upon the Gravel Area.

(b) The Lessee shall be entitled for a period of 1 year to enter on and remove from the Gravel Area all tools and equipment on the Gravel Area, together with any stockpiled gravel which has been paid for by the Lessee and to conduct restoration pursuant to article 9.1(b). Any tools, equipment, and paid gravel stockpiles not removed within that 1 year period shall become the property of the Owner. Alternatively, the Owner may remove such tools, equipment, or paid gravel to the Land or premises of the Lessee, retaining a sufficient amount of gravel as will compensate the Owner for the costs of such removal.

(c) Notwithstanding the foregoing, if this Lease is terminated because of a default by the Lessee as provided herein and money is owned to the Owner by the Lessee, the Lessee shall not have any right to enter on and remove from the Gravel Area any tools, equipment or paid gravel, until such time as the Lessee's indebtedness to the Owner has been discharged.

## 12. THIRD PARTY RIGHTS

### 12.1

**RM of Moosomin.** The Lessee acknowledges that the Owner intends to grant the Rural Municipality of Moosomin No. 121 ("Moosomin") a licence to enter the Land from time to time and remove pit run tailings resulting from the Owner's operations and stockpiled on the Land (the "Licence"). The Lessee agrees that the Owner may grant the Licence to Moosomin on conditions acceptable to the Owner. In addition, the Lessee agrees that it shall not hinder or prevent Moosomin from carrying out its rights granted under the Licence.

### 13. ASSIGNMENT

- 13.1 **Restrictions.** The Lessee shall not assign this Lease in whole or in part, nor sublease all or any part of the Gravel Area, nor permit any business to be operated in or from the Gravel Area by another, nor mortgage or encumber this Lease or the Gravel Area or any part of it, nor part with or share possession of any part of the Gravel Area in any instance, without the prior written consent of the Owner, which consent may be withheld for any reason.

- 13.2 **Change in corporate control.** If the Lessee is a corporation or if this Lease, with the written consent of the Owner, is assigned to a corporation, and if at any time during the Term any part or all of the corporate shares or voting rights of shareholders shall be transferred by sale, assignment, bequest, inheritance, trust, operation of law or other disposition, or treasury shares be issued, so as to result in a change in the control of the corporation by the person or persons now owning a majority of the corporate shares thereof, the Owner may terminate this Lease at any time after the change in control by giving the Lessee written notice of termination.

### 14. MISCELLANEOUS

- 14.1 **Payments and communications.** All payments, notices and communications which may be or are required to be given by either party to the other shall (in the absence of any specific provision to the contrary) be in writing and delivered or sent by prepaid registered mail, e-mail or telecopier to the parties at their following respective addresses and telecopier numbers:

To the Owner: PO Box 460  
Rocanville SK S0A 3L0

Attention: Administration Superintendent  
E-mail: land.potash@nutrien.com  
Telecopier No.: (306) 645-2733

To the Lessee: Box 298  
Rocanville SK S0A 3L0

Attention: Reeve  
E-mail: rm151@sasktel.net  
Telecopier No.: (306) 645-2697

and if any payment or communication is sent by prepaid registered mail, it shall, subject to the following sentence, be conclusively deemed to have been received on the third business day following the mailing of it and, if delivered, e-mailed or telecopied, it shall be conclusively deemed to have been received at the time of delivery or transmission.

- 14.2 **Headings.** The headings of this Lease and the schedules, if any, are solely for convenience of reference and do not affect the interpretation or define, limit or construe the contents of any provision of this Lease.

- 14.3 **Entire agreement.** With respect to the subject matter of this Lease, this agreement:

- (a) sets forth the entire agreement between the parties and any persons who have in the past or who are now representing either of the parties;
- (b) supersedes all prior understandings and communications between the parties or any of them, oral or written; and
- (c) constitutes the entire agreement between the parties.

Each party acknowledges that this Lease is entered into after full investigation and that no party is relying on any statement or representation made by any other which is not embodied in this Lease. Each party acknowledges that it shall have no right to rely on any amendment, promise, modification, statement or representation made or occurring subsequent to the execution of this Lease unless it is in writing and executed by each of the parties.

- 14.4 **Partial invalidity.** If any provision of this Lease or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of this Lease.

- 14.5 **Time of the essence.** Time shall be of the essence of this Lease and of every part of it and no extension or variation of this agreement shall operate as a waiver of this provision.

- 14.6 **Non-performance.** The failure of any party to this agreement to enforce at any time any of the provisions of this agreement or any of its rights in respect to it or to insist on strict adherence to any term of this agreement will not be considered to be a waiver of that provision, right or term or in any way to affect the validity of this agreement or deprive the applicable party of the right thereafter to insist on strict adherence to that term or any other term of this agreement. The exercise by any party to this agreement of any of its rights provided by this agreement will not preclude or prejudice the party from exercising any other right it may have by reason of this agreement or otherwise, irrespective of any previous action or proceeding taken by it under this Lease. Any waiver by any party of the performance of any of the provisions of this agreement will be effective only if in writing and signed by a duly authorized representative of the party.

- 14.7 **Number and gender.** Words importing the singular number shall include the plural and vice versa, words importing the neuter gender shall include the masculine and feminine genders, and words importing persons shall include firms and corporations.

- 14.8 **Heirs and assigns.** This Lease shall enure to the benefit of and be binding on the Owner and Lessee and their respective heirs, executors, administrators, successors and permitted assigns.

- 14.9 **Governing law.** This Lease is governed by the laws of the Province of Saskatchewan.

- 14.10 **Counterpart execution.** This agreement may be signed in counterpart, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement and shall be governed by the laws of

the Province of Saskatchewan. A counterpart delivered by facsimile transmission or by electronic transmission, including a pdf copy by email, shall be considered as an original copy of this agreement.

*[Signature page follows]*

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

POTASH CORPORATION OF  
SASKATCHEWAN INC.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

RURAL MUNICIPALITY OF ROCANVILLE  
NO. 151

Per: *[Signature]*

Per: *[Signature]*  
*Anderson*





**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first above written.

**POTASH CORPORATION OF  
SASKATCHEWAN INC.**

Per:  Larry Long 9/10/2020  
DocuSigned by:  
308137163765425

Per: \_\_\_\_\_

**RURAL MUNICIPALITY OF ROCANVILLE  
NO. 151**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## SUBDIVISION AND TRANSFER AGREEMENT

THIS AGREEMENT made effective the 24th day of August, 2020 (the "Effective Date").

BETWEEN:

RURAL MUNICIPALITY OF ROCANVILLE NO. 151

(hereinafter referred to as the "RM")

OF THE FIRST PART

AND:

POTASH CORPORATION OF SASKATCHEWAN INC.

(hereinafter referred to as "PCS")

OF THE SECOND PART

WHEREAS PCS is the registered owner of the land legally described as follows:

SE 29-17-30 W1 Ext 0

Surface Parcel #108564688

As described on Certificate of Title RE100200377

(the "Land")

AND WHEREAS the RM is the registered owner of the municipal road located to the West of the South West of Section 28, Township 17, Range 30, West of the First Meridian (which land is hereinafter referred to as the "Road Allowance");

AND WHEREAS PCS has constructed facilities on the Land, the Road Allowance and adjacent lands which prevent the use of the Road Allowance by the travelling public and, as a result, PCS built a private road on the Land, the location of which is identified in red in the sketch attached hereto as Schedule "A" (the "PCS Road");

AND WHEREAS the RM is desirous of making the PCS Road available for use by the travelling public;

AND WHEREAS the parties are desirous of swapping their respective interests in the Road Allowance and the PCS Road as hereinafter provided for:

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The RM agrees to transfer all of its right, title, interest and property in the Road Allowance, free and clear of all encumbrances other than exceptions to title contained in *The Land Titles Act, 2000*, S.S., c. L-5.1 and amendments thereto (the "LTA"), subject to the terms and

conditions hereinafter set out.

2. As soon as reasonably practicable, the RM shall do all such acts, pass any bylaws, and seek all consents that may be required to:

- (a) close the Road Allowance pursuant to section 13(1) of *The Municipalities Act* in order to sell the Road Allowance; and
- (b) convey title to the Road Allowance to PCS and deliver any other documentation necessary to provide title to PCS as provided for in paragraph 1. above.

3. PCS acknowledges that it is a GST registrant and agrees to remit any Goods and Services Tax applicable to the transfer of the Road Allowance directly to the Receiver General of Canada. PCS' GST registration number is 119482909RT.

4. PCS covenants and agrees that it shall:

- (a) be responsible for all Information Services Corporation fees related to the transfer of the Road Allowance;
- (b) accept the Road Allowance in its current condition;
- (c) grant utility line easements as may be required by a Crown utility corporation for any existing lines; and
- (d) save harmless and keep indemnified the RM and the Crown in right of Saskatchewan or either of them from and against any expenses, damages, claims demands or judgments concerning the Road Allowance from and after the Possession Date (as hereinafter defined).

5. Any closing and transfer of the Road Allowance pursuant to this Agreement is subject to the condition that, in the event the Crown, a Crown utility corporation, or the RM requests the return of the Road Allowance for use by the public as a road or for the purposes as a public utility, and if the land has not become part of a plan of subdivision, the Road Allowance or any interest in it that is necessary to enable the Crown, the Crown utility corporation or the RM to fulfil the purpose on which its request is based must be returned to the Crown, the Crown utility corporation or the Vendor, as the case may be, without compensation. The Vendor, at its costs, may register an interest against the Road Allowance based on a notice that sets out the condition of this paragraph 5.

6. As consideration for the Road Allowance, PCS agrees to transfer all of its right, title, interest and property in the PCS Road, free and clear of all encumbrances other than exceptions to title contained in the LTA and the registered Power Corporation Act Easement held by Saskatchewan Power Corporation with interest register #118062121, which shall be subdivided from the Land pursuant to *The Planning and Development Act, 2007* (Saskatchewan) (the "PDA").

7. The RM agrees to accept the title to the PCS Road and acknowledges that it is acquiring the PCS Road on an "as is, where is" basis, and, save and except for the express representations and warranties given herein, PCS makes no representations or warranties regarding the state,

condition, or fitness for any particular purpose of the PCS Road.

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[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.



RURAL MUNICIPALITY OF  
ROCANVILLE NO. 151

Per: [Signature]  
Per: Anderson

POTASH CORPORATION OF  
SASKATCHEWAN INC.

Per: [Signature]  
Per: [Signature]  
Per: [Signature]



**SCHEDULE "A"**

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**Surface Parcel Number: 203863316**

REQUEST DATE: Wed Sep 13 11:35:54 GMT-06:00 2023

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108332670	108332669	108564307
108564318	108564295	108564284

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**Owner Name(s) :** Her Majesty The Queen in Right of Saskatchewan

**Municipality :** RM OF ROCANVILLE NO. 151

**Area :** 2.43 hectares (6 acres)

**Title Number(s) :** 153797619

**Converted Title Number :** SK178453918

**Parcel Class :** Road Allowance

**Ownership Share :** 1:1

**Land Description :** ORA 182-17-30-1 Ext 182

**Source Quarter Section :**

**Commodity/Unit :** Not Applicable

**SUBDIVISION AND TRANSFER AGREEMENT**

**THIS AGREEMENT** made effective the 24th day of August, 2020 (the "Effective Date").

**BETWEEN:**

**RURAL MUNICIPALITY OF ROCANVILLE NO. 151**

(hereinafter referred to as the "RM")

OF THE FIRST PART

**AND:**

**POTASH CORPORATION OF SASKATCHEWAN INC.**

(hereinafter referred to as "PCS")

OF THE SECOND PART

**WHEREAS** PCS is the registered owner of the land legally described as follows:

SE 29-17-30 W1 Ext 0

Surface Parcel #108564688

As described on Certificate of Title RE100200377

(the "Land")

**AND WHEREAS** the RM is the registered owner of the municipal road located to the West of the South West of Section 28, Township 17, Range 30, West of the First Meridian (which land is hereinafter referred to as the "Road Allowance");

**AND WHEREAS** PCS has constructed facilities on the Land, the Road Allowance and adjacent lands which prevent the use of the Road Allowance by the travelling public and, as a result, PCS built a private road on the Land, the location of which is identified in red in the sketch attached hereto as Schedule "A" (the "PCS Road");

**AND WHEREAS** the RM is desirous of making the PCS Road available for use by the travelling public:

**AND WHEREAS** the parties are desirous of swapping their respective interests in the Road Allowance and the PCS Road as hereinafter provided for:

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The RM agrees to transfer all of its right, title, interest and property in the Road Allowance, free and clear of all encumbrances other than exceptions to title contained in *The Land Titles Act, 2000*, S.S., c. L-5.1 and amendments thereto (the "LTA"), subject to the terms and



conditions hereinafter set out.

2. As soon as reasonably practicable, the RM shall do all such acts, pass any by-laws, and seek all consents that may be required to:

- (a) close the Road Allowance pursuant to section 13(1) of *The Municipalities Act* in order to sell the Road Allowance; and

- (b) convey title to the Road Allowance to PCS and deliver any other documentation necessary to provide title to PCS as provided for in paragraph 1. above.

3. PCS acknowledges that it is a GST registrant and agrees to remit any Goods and Services Tax applicable to the transfer of the Road Allowance directly to the Receiver General of Canada. PCS' GST registration number is 119482909RT.

4. PCS covenants and agrees that it shall:

- (a) be responsible for all Information Services Corporation fees related to the transfer of the Road Allowance;

- (b) accept the Road Allowance in its current condition;

- (c) grant utility line easements as may be required by a Crown utility corporation for any existing lines; and

- (d) save harmless and keep indemnified the RM and the Crown in right of Saskatchewan or either of them from and against any expenses, damages, claims demands or judgments concerning the Road Allowance from and after the Possession Date (as hereinafter defined).

5. Any closing and transfer of the Road Allowance pursuant to this Agreement is subject to the condition that, in the event the Crown, a Crown utility corporation, or the RM requests the return of the Road Allowance for use by the public as a road or for the purposes as a public utility, and if the land has not become part of a plan of subdivision, the Road Allowance or any interest in it that is necessary to enable the Crown, the Crown utility corporation or the RM to fulfil the purpose on which its request is based must be returned to the Crown, the Crown utility corporation or the Vendor, as the case may be, without compensation. The Vendor, at its costs, may register an interest against the Road Allowance based on a notice that sets out the condition of this paragraph 5.

6. As consideration for the Road Allowance, PCS agrees to transfer all of its right, title, interest and property in the PCS Road, free and clear of all encumbrances other than exceptions to title contained in the LTA and the registered Power Corporation Act Easement held by Saskatchewan Power Corporation with interest register #118062121, which shall be subdivided from the Land pursuant to *The Planning and Development Act, 2007* (Saskatchewan) (the "PDA").

7. The RM agrees to accept the title to the PCS Road and acknowledges that it is acquiring the PCS Road on an "as is, where is" basis, and, save and except for the express representations and warranties given herein, PCS makes no representations or warranties regarding the state,

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[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.



RURAL MUNICIPALITY OF  
ROCANVILLE NO. 151

Per: *Wendy*  
Per: *Anderson*

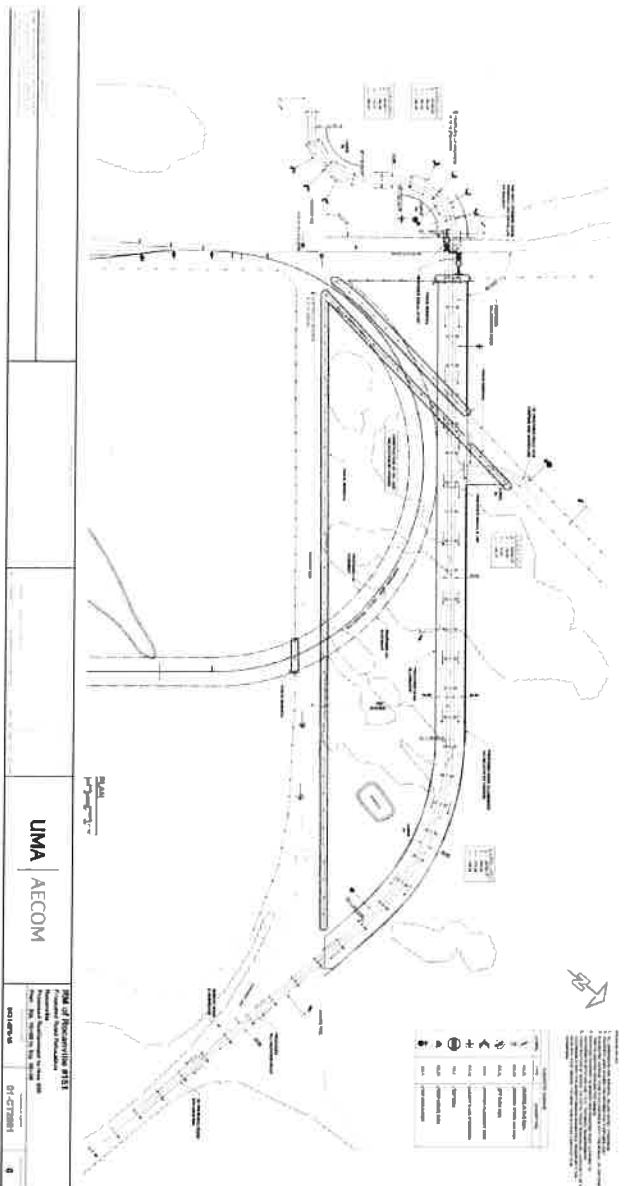
POTASH CORPORATION OF  
SASKATCHEWAN INC.

Per: *John L. Boy*  
Per: *Jeffrey*



**SCHEDULE "A"**

**SCHEDULE "A"**



# PUBLIC NOTICE: CLOSE & SELL

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