

**CUSTOM ROAD MAINTENANCE AGREEMENT**

This Agreement made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BETWEEN:**

**RESORT OF ETTERS BEACH**

(a duly incorporated corporation under the laws of the Province of Saskatchewan, with a head office located in Imperial, in the Province of Saskatchewan, hereinafter called the "Road Owner.")

**AND**

**R.M. of BIG ARM, NO. 251**

(a duly incorporated corporation under the laws of the Province of Saskatchewan, with a head office located in the Town of Imperial, in the Province of Saskatchewan, hereinafter called the "Maintainer.")

1. WITNESS that in consideration of the covenants, promises and agreements contained in this custom maintenance agreement on the part of the **Maintainer** to be observed and performed, the **Road Owner** DO HEREBY CONTRACT TO the **Maintainer** the following lands situated in the Province of Saskatchewan, that is to say:

The roadways, streets, and alleys located within the Resort Village of Eppers Beach boundaries as outlined on attached Schedule A.

2. TERM: This custom maintenance agreement shall continue in force on the said lands for and during the term of five (5) years from January 1, 2026 to December 31, 2031.

3. CONTRACT: In each year of this agreement, described above, the **Maintainer** will perform the necessary, agreeable, and reasonable maintenance as requested in an Emergency situation by the **Road Owner** on the said roads and bill to the **Road Owner** for all services rendered. The **Road Owner** will pay all bills rendered by the **Maintainer** within sixty (60) days of receipt.

4. LAW OF THE PROVINCE: The contents of this agreement shall for all purposes be construed according to the laws of the Province of Saskatchewan and any course of action arising hereunder shall be entered and tried in the judicial centre serving the area of Saskatchewan in which the land of this agreement is located.

5. "ROAD OWNER" and "MAINTAINER:" The terms "Road Owner" and "Maintainer" shall include their administrators, Reeves, mayors, councilors, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. INDEMNITY – THIRD PARTY: The **Road Owner** shall indemnify and save harmless the **Maintainer** against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this indenture or use of the said road.

7. INSURANCE: The **Road Owner** is required to hold the required liability insurance on the use of the road.

8. NOTICES: The **Road Owner** and the **Maintainer** agree that in the event notice may be or is required to be given under the custom maintenance agreement, such notice shall be delivered in person or sent by registered mail prepared to the parties hereto at the following addresses:

- a) to the **Road Owner:** Resort of Eppers Beach  
P.O. Box 301  
Imperial, SK S0G 2J0
- b) to the **Maintainer:** R.M. of Big Arm, No. 251  
P.O. Box 120  
Imperial, SK S0G 2J0

9. TIME: Time shall be of the essence.

10. TERMINATION: The **Road Owner** and the **Maintainer** may mutually agree to terminate the custom maintenance agreement at any time.

UNDER SEAL this Custom Road Maintenance Agreement has been executed by the proper signing officer of the **Road Owner**, at the Town of Imperial, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

S E A L

**RESORT OF ETTERS BEACH**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

UNDER SEAL this Custom Road Maintenance Agreement has been executed by the proper signing officer of the **Maintainer**, at the Town of Imperial, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

S E A L

**R.M. of BIG ARM, NO. 251**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator