

**REVISED EXCLUSIVE USE AGREEMENT AND SECURITY INTEREST**

Date: \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

\_\_\_\_\_ of the City  
of \_\_\_\_\_ In the Province of SASKATCHEWAN.

**MEMBER**

**(THE OWNER(S))**  
OF THE FIRST PART

AND:

**POPLAR BEACH CAMPGROUND OWNERS CORP.**  
A non-profit corporation duly registered pursuant to the laws of the  
province of Saskatchewan having an official in the City of Saskatoon.

**(THE CORPORATION)**  
OF THE SECOND PART

Whereas the purchaser(s) \_\_\_\_\_ have  
acquired an undivided 1/135th interest in land located at: SE – 27 – 42 – 26 – W2ND surface parcel  
149880561 and is a member in good standing of Poplar Beach Campground Owners Corp.

And whereas it is a condition of membership in the Poplar Beach Campground Owners Corporation that  
the member execute the within agreement.

Now with consideration of being granted membership in the Corporation the parties must agree as  
follows:

1. The Owner hereby grants to the Corporation the Exclusive and irrevocable right to administer and  
manage the Owner’s individual interest in and to the land for the overall benefit of the Members of  
the Corporation.

2. The Owner shall be granted exclusive use of the land designated as Lot # \_\_\_\_\_ as shown on the Site Map; available to download from the Home page of the website at poplarbeach.com under Maps.
3. The entitlement to exclusive use is conditioned upon the Owner complying with the Bylaws and the Rules and Regulations of the Corporation and on the Owner paying the annual membership and individual power usage fees as shall be set from time to time by the Corporation.
4. Notwithstanding exclusive use arrangement the Owner grants and permits to the Corporation their employees and agents, as well as Members with rights to adjoining Lots the right and privilege of unfettered access to enter upon the Lot for the purpose of accessing electrical, water and septic tank facilities and any existing encroachment or encroachments to the Member's Lot is and are specifically authorized and accepted.
5. The Owner does hereby grant to the Corporation a specific security interest in the undivided 1/135th interest in land held by the Owner and in the chattels, trailers or recreational vehicle being stored from time to time on the Site. The cabin or recreation vehicle/ trailer/ camper presently on the Site is registered to the Owner who has good right and title thereto and hereby grants to the Corporation a security interest in such property pursuant to the provisions of the Personal Property Security Act. This includes the present recreational vehicle, bearing serial # \_\_\_\_\_ and any future recreational vehicle replacements.

The Corporation shall be permitted to register an interest based on a lien against the title of the lands held by the Owner for the amount of the membership and/or individual power usage fees payable by the Owner to the Corporation that have not been paid. Upon registration of an interest the Corporation has a lien against the title for an amount that is equal to the amount of unpaid contribution and the lien may be enforced in the same manner as a mortgage.

6. In the event that the Owner shall default in paying membership dues and/or individual power usage fees to the Corporation for a period in excess of 6 months then the Corporation may proceed to enforce its security interest pursuant to the provisions of the Land Titles Act and the Personal Property Security Act of Saskatchewan, and the Corporation may elect to retain all and or any of the Property hereunder in satisfaction of the indebted uses of the Owner to the Corporation.
7. The Owner acknowledges having received a duplicate executed copy of this Exclusive Use Agreement and Security Interest, Bylaws of the Corporation and Rules and Regulations of the Corporation.
8. The Owner specifically acknowledges and agrees not to register the within Exclusive Use Agreement and Security Interest on title to the lands and no such registration will be valid and enforceable.

9. The within agreement may be transferred and assigned by the Owner(s) upon sale or transfer of the undivided 1/135th interest in surface parcel #149880561 and this agreement shall ensure to the benefit of heirs, executors, administrators, successors, and assigns.

In witness whereof the owner(s) have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER(S)' SIGNATURE

In witness hereof, the Corporation has executed this agreement under corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

POPLAR BEACH CAMPGROUND OWNERS CORP.

Corporate Seal

Per \_\_\_\_\_  
\_\_\_\_\_ for the PBCOC Board of Directors  
(Title)