

Grant of Public Utility Easement to Saskatchewan Telecommunications

(SASKTEL)

Dated this ____ day of _____, 20____

_____, hereinafter called "the Grantor", being the registered owner of an estate in fee simple of and in the following land in the Province of Saskatchewan:

All that portion of Blk/Par JJ – Plan 102185209 Ext 0, Surface Parcel 203170250, Saskatchewan, as shown on Plan No. _____.

MINES AND MINERALS EXCLUDED

The Grantor grants, conveys, transfers and assigns to SaskTel an easement over a **Five (5) metre** wide strip across the Grantor's land ("the Easement Lands"). Such easement is granted, conveyed, transferred and assigned in consideration of the amount of one dollar **(\$1.00)** payable to the Grantor, and in consideration of the conditions herein mentioned to be performed by SaskTel. The easement is subject to the following terms and conditions:

1. Such easement consists of a right-of-way on, over, under and/or through the Easement Lands for the right and privilege for SaskTel, by its employees, licensees and agents, to enter upon and use the said Easement Lands for the purpose of constructing, placing, and maintaining buried cable(s) and associated apparatus for telecommunication, television or other communication services.
2. The consent of the Grantor will be obtained prior to the installation of any above ground obstructions such as pedestals on the surface of the Easement Lands.
3. In the event additional buried cable(s) are placed in the Easement Lands after the initial installation for the purposes other than to maintain the service provided by the original buried cable(s), the then registered owner shall be compensated at a rate equal to 50% of the fair market value of the Easement Lands at the time of such installation, as determined by SaskTel.
4. Following installation, maintenance or abandonment of the buried cable(s) and associated apparatus, SaskTel shall insofar as it is practical to do so, restore the Easement Lands to its former condition and shall pay reasonable compensation for damage to crops, buildings, fences and livestock caused by SaskTel operations.
5. No pit, well, foundation, building, or other structure or obstruction shall be excavated, placed or constructed on the Easement Lands without the prior written consent of SaskTel, which consent shall not be unreasonably withheld.
6. Trees and shrubs may be trimmed, cut back or removed by SaskTel only to the extent necessary to permit the installation, maintenance and removal of, and prevent interference with the buried cable(s) and associated apparatus. Unnecessary damage shall be avoided.
7. The Grantor shall not be liable for any damage caused to SaskTel buried cable(s) and associated apparatus resulting from the carrying out of any farming operations, unless such damage is caused by a willful or grossly negligent omission or act of the Grantor or the employees or agents of the Grantor.
8. Clause two of this Agreement shall not apply to buried cable(s) and associated apparatus used or installed for the purpose of supplying service to or otherwise accommodating any person occupying or having an interest in the Grantor's land or to buried cable(s) and associated apparatus installed or relocated on the Grantor's land to accommodate a project for constructing, widening, backsloping or improving a roadway, canal, irrigation ditch or other improvement where the project is approved by the Grantor or authorized by law.
9. This Grant is of the same force as an Agreement running with the Grantor's land and shall last to the benefit of and be binding upon the Grantor, SaskTel, and their respective executors, administrators, successors, assigns and licensees.

10. The Grantor agrees that SaskTel may insert onto this Easement Agreement, in the blank left for that purpose, the correct feature number or other identifying number of the plan of survey or descriptive plan for the Easement Lands as assigned by the Plan Processing Division of the Information Services Corporation of Saskatchewan. Such insertion shall be of the same force and effect as though it has been inserted in this Agreement at the time of execution thereof by the Grantor. Prior to registration, SaskTel is at liberty to enter upon the Grantor's land to the extent and subject to the terms specified in this Agreement.

IN WITNESS WHEREOF the Grantor and SaskTel have duly executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Grantor in the presence of:

Witness

Witness

SASKATCHEWAN TELECOMMUNICATIONS

Per: _____
Assistant Secretary

Highway Land Sale
File 1-09RBDB



Approximate Easement

