LD-1040 ds/2009 File No. 14340817

CONSENT AND AGREEMENT WITH RESPECT TO ACQUISITION OF AND COMPENSATION FOR EASEMENT OF RIGHT-OF-WAY RURAL ELECTRICAL DISTRIBUTION

WHEREAS Saskatchewan Power Corporation, hereinafter called SPC, requires an Easement for right-of-way for the purpose of a powerline on, over, under and/or through the parcel of land described as follows:

All that portion of Parcel T, Plan 102191093 in the Southwest Quarter of Section Fourteen (14), Township Thirty-five (35), Range Three (3), West of the Third Meridian, Ext. 0 (Surface Parcel 203257683), as shown outlined in red on the attached sketch.

Width of Easement 3 Metres
NOW THEREFORE,,
hereinafter called the Owner, of the postal address of,
being the registered owner(s)/purchaser(s) under agreement for sale of the said parcel of land,
do/does hereby consent and agree to the acquisition by SPC of the said easement to consist of the
right to SPC by itself, its employees and/or agents to enter upon the said land for the purpose of
constructing, placing, laying, operating, maintaining, inspecting, altering, removing, replacing,
and/or repairing poles, anchors, kiosks, transformers and pads, wires, cables, conduits and other
conductors, apparatus and equipment as SPC may consider necessary or convenient in connection
with the operation of an electrical distribution system on, over, under, and/or through the said
right-of-way together with the right of ingress and egress to and from the said parcel of land for
the employees, agents, vehicles, supplies and equipment of SPC for all purposes necessary or
incidental to the exercise and enjoyment of the rights hereby acquired, on the following terms and
conditions:

- (1) The easement acquired hereunder will be evidenced at the Land Titles Office either by registration of a Power Corporation Act Easement (s.23) or by the filing of a miscellaneous interest.
- (2) The consideration for the said easement shall be the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged.
- (3) It is hereby agreed that whenever SPC breaks or opens up the said right-of-way for any purpose, SPC shall diligently and expeditiously complete the work for which such breaking or opening up was required, and shall, at the expense of SPC, restore the ground so broken and opened up as nearly as possible to its former condition forthwith upon the said work being completed.

- (4) SPC shall pay to the owner, or other person entitled thereto, reasonable compensation for damage done to any crops, fences, livestock or timber on the said land, arising out of or attributable to the exercise of the rights herein acquired.
- (5) The Owner shall not plant any trees or shrubs on the Right-of-Way without the prior written consent of SPC, and SPC shall have the right to trim, cut back or remove any trees or shrubs within the Right-of-Way or which because of overhanging branches or extensive root growth on, over or into the Right-of-Way, cause or are likely to cause interference with the Facilities or with their installation, maintenance and removal.
- (6) SPC shall indemnify and save harmless the owner from any and all liabilities, damages, costs, claims or actions caused by or resulting from the exercise by SPC of the rights granted herein, excluding those caused by or resulting from the willful or negligent acts or omissions of the owner or any tenant, servant, agent or contractor or employee of the owner, and others for whom the owner is responsible at law.
- (7) The owner shall be allowed free access to and use of the said parcel of land hereinbefore described, except insofar as it may be necessary for SPC to use the same for the purposes hereinbefore specified; provided further that the owner shall not, without the prior written consent of SPC, excavate, drill, install or erect or permit to be excavated, drilled, installed or erected on or under the said parcel of land any pit, well, trench, foundation, pavement, building, or other structure or installation.
- (8) Upon the discontinuance of the said right-of-way and the exercise of the rights hereby acquired, SPC shall restore the said land to the same condition, so far as it is practicable to do so, as the same was in prior to the entry thereon by SPC and the exercise by it of the rights hereby acquired.
- (9) Nothing herein contained shall be deemed to vest in SPC any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the said parcel of land, except only the parts thereof that are necessary to be dug, carried away or used in the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, and/or repair of the said powerline, works, apparatus and equipment of SPC.

DATED this	day of	, 20
Witness		Owner's Signature
Address		Owner's Signature
Occupation		
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