

CONSENT AND AGREEMENT
WITH RESPECT TO ACQUISITION OF AND COMPENSATION
FOR EASEMENT OF RIGHT-OF-WAY
COMMUNICATION, PROTECTION AND CONTROL SYSTEM

Order No. 14340817
Route No.

WHEREAS Saskatchewan Power Corporation, (hereinafter called the "Corporation"), requires an Easement for right-of-way for the purpose of a communication, protection and control system on, over, under and/or through the following land(s):

Parcel KK, Plan 102185209, Ext. 0 (Surface Parcel 203170025)

(hereinafter called the "Land");

Width of Easement for Right-of-Way 10 Metres

NOW THEREFORE, _____, of _____, (hereinafter called the "Owner"), being registered owner(s)/purchaser(s) under Agreement for Sale of the Land, do hereby consent and agree to the acquisition by the Corporation of the said right-of-way to consist of the right to the Corporation by itself, its employees and/or agents to enter upon the Land for the purpose of laying down, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing, and/or repairing a communication, protection and control system, together with all works, apparatus and equipment the Corporation may consider necessary for its system, including, but without limiting the generality of the foregoing, all such cables, conductors, apparatus, kiosks, conduits, devices and other equipment and appurtenances as may be necessary or convenient in connection therewith for the communication, protection and control system; together with the right of ingress and egress to and from the Land for the employees, agents, vehicles, supplies and equipment of the Corporation for all purposes necessary or incidental to the exercise and enjoyment of the rights hereby acquired; and the right of the Corporation to allow third party use of the cables and other equipment on such terms as the Corporation in its sole discretion considers reasonable or desirable, whether commercial or otherwise; on the following terms and conditions:

- (1) The easement acquired hereunder will be evidenced at the Saskatchewan Land Titles Registry by registration of an Easement Interest. The Easement Interest shall subsequently be amended upon registration of a plan of survey.
- (2) The compensation for the said right-of-way shall be the sum of \$1.00, the said compensation paid to _____, or to such other person(s) interested in the Land as may be agreed upon.
- (3) The Owner shall retain the right of free access to and use of the said right-of-way, except insofar as it may be necessary for the Corporation to use the same for the purposes hereinbefore specified; provided, however, that the Owner shall not, without the prior written consent of the Corporation, excavate, drill, install or erect or permit to be excavated, drilled, installed or erected on or under the said right-of-way any pit, well, trench, foundation, pavement, building, or other structure or installation.
- (4) The Corporation shall pay to the Owner, or other person(s) entitled thereto, reasonable compensation for damage done to any buildings, fences, crops, and livestock on the Land, arising out of or attributable to the exercise of the rights hereinbefore acquired.
- (5) Upon completion of construction of the communication, protection and control system or the discontinuance of the said right-of-way and of the exercise of the rights hereby acquired, the Corporation shall restore the said right-of-way to the same condition, so far as it is practicable to do so, as the same was in prior to entry thereon by the Corporation and the exercise by it of the rights hereby acquired.
- (6) Nothing herein contained shall be deemed to vest in the Corporation any title to mines, ores, metals, coal, slate, oil, gas, or other minerals in or under the 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 communication, protection and control system, works, apparatus and equipment of the Corporation.
- (7) Payments required to be made by the Corporation pursuant to this agreement are not inclusive of any federal goods and services tax and the obligation to pay these as and when payments are required to be paid hereunder, shall be the Corporation's and the Corporation shall do so by self-assessing.
- (9) Inquiries may be directed to the Corporation at the Land Department, Saskatchewan Power Corporation, 2025 Victoria Avenue, Regina, Saskatchewan, S4P 0S1.

DATED at _____, Saskatchewan, this _____ day of _____, 2025.

Witness

Owner's Signature

GST Registration Number: _____

Owner's Signature



GST Registration Number: _____

/dh

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REGINA SOUTH FIBRE OPTIC RIGHT-OF-WAY INDIVIDUAL OWNERSHIP PLAN (IOP)



AREA	0.591	hectares	1.459	acres	PLAN 102185209 PARCEL KK	
AREA	0.131	hectares	0.323	acres	PLAN 102185209 PARCEL LL	

CAVEAT: DIMENSIONS AND AREAS SHOWN ARE DERIVED FROM ISC CADASTRAL GIS BASEMAP, AND AS SUCH, THEY ARE APPROXIMATE ONLY – TYPICALLY WITHIN ±5m ACCURACY. FINAL DIMENSIONS AND AREAS WILL BE SHOWN ACCURATELY UPON PLAN OF SURVEY – FIBRE OPTIC RIGHT OF WAY – TO BE FILED ON TITLE WITH ISC (LAND TITLES).

SCALE: 1:5000

RIGHT-OF-WAY AREA SHOWN  

DRAWN BY: C. ISAAC

CHECKED BY: D. HENDERSON

APPROVED BY:

DATE: 2024-09-24

AUTOCAD FILENAME: W1R_FIBRE_IOP.DWG

LAYOUT: SW-28-16-19-W2

PLOT DATE: 2024/09/25

PLOT TIME: 10:33 AM

PLOTTED BY: CISAAC