

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

ELECTRICAL TRANSMISSION LINE

WHEREAS SaskPower will be constructing and installing an electrical transmission line of wood and/or steel structures and equipment, apparatus, related fixtures or appurtenances thereto, all of which are required by it for the purposes of transmitting and distributing electrical energy (the "Transmission Facilities");

AND WHEREAS SaskPower requires an easement for a Right-of-Way for such purpose on, through and over a strip of land shown on Schedule "A" attached hereto, (hereinafter called the "Right-of-Way").

AND WHEREAS the Right-of-Way is located on and crosses over lands legally described as follows:

Parcel KK, Plan 102185209, Ext. 0
Parcel No. 203170025

(hereinafter called the "Land")

AND WHEREAS

_____ of _____

(hereinafter called the "Owner") is(are) the registered owner(s)/purchaser(s) under an Agreement for Sale of the Land;

NOW, THEREFORE, it is agreed as follows:

1. In consideration of the sum of \$ 1.00, the receipt whereof is hereby acknowledged, the Owner(s) does hereby consent and grant to SaskPower an easement, consisting of the right of SaskPower, its employees or agents, to place, construct, operate, inspect, maintain, alter, remove, replace and repair the Transmission Facilities on, over or under the Right-of-Way together with the right of ingress and egress to and from the Right-of-Way over the Land for the employees or agents, vehicles, supplies and equipment of SaskPower for all purposes necessary or incidental to the exercise and enjoyment of the rights hereby acquired.
2. The easement granted to and acquired by SaskPower hereunder may 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.
3. The compensation required to be paid by SaskPower pursuant to Clause 1 shall be paid to the Owner, or if other parties have an interest in the Land, payment shall be made by SaskPower in the manner agreed to by the Owner and such other parties, and in the event of disagreement as to whom shall receive the compensation, the provisions of Section 28 of The Power Corporation Act shall apply.

4. If SaskPower determines, in its sole discretion, that structures additional to or other than those set out in attached Schedule “A” are required, and if SaskPower’s Principles for Determining Compensation in effect at the time of such determination provide for a payment for such structure(s) in excess of that already paid by SaskPower, SaskPower shall pay such excess to the Owner, or if other parties have an interest in the Land, payment shall be made by SaskPower in the manner agreed to by the Owner and such other parties, and in the event of disagreement as to whom shall receive the compensation, the provisions of Section 28 of The Power Corporation Act shall apply. Construction shall not be delayed by the provisions of this Clause.
5. The Owner shall retain the right of free access to and use of the Right-of-Way, except insofar as it may be necessary for SaskPower to use the same for the purposes hereinbefore specified; provided, however, that the Owner shall not, without the prior written consent of SaskPower, excavate, drill, install or erect or permit to be excavated, drilled, installed or erected on or under the Right-of-Way any pit, well, trench, foundation, pavement, building or other structure or installation.
6. SaskPower shall pay to the Owner, or other person(s) entitled thereto, reasonable compensation for all damage caused by SaskPower in exercising its rights under this Agreement.
7. SaskPower shall, at its option, either undertake at its own cost the weed control in and around tangent and other structures located by SaskPower on cultivated portions of the Right-of-Way, or SaskPower shall offer the Owner the option of controlling weeds in and around such tangent and other structures and, if the Owner accepts such offer, SaskPower shall pay the Owner a sum for each tangent and other structure located on a cultivated portion of the Right-of-Way.
8. After discontinuance of the easement and the exercise of the rights hereby acquired, SaskPower shall restore the Right-of-Way to the same condition, so far as it is practicable to do so, as the same was in prior to the entry thereon by SaskPower and the exercise by it of the rights hereby acquired.
9. The Owner shall not be liable for any damage caused to the Transmission Facilities resulting from the carrying out of normal farming operations, unless such damage is caused by the willful or negligent acts or omissions of the Owner or the employees or agents of the Owner.
10. In the event the use of the Right-of-Way or any portion thereof as at the date of this Agreement changes from bush, pasture or hay land into cultivation or from bush or pasture into hay land, the Owner may request SaskPower to review the compensation payable for any structures on the changed use portion of the Right-of-Way (and only for such structures) and, if at the time of the request the Principles for Determining Compensation of SaskPower provide for a payment for such structures in excess of that already paid by SaskPower, SaskPower shall pay such excess to the Owner, or if other parties have an interest in the Land, payment shall be made by SaskPower in the manner agreed to by the Owner and such other parties, and in the event of disagreement as to whom shall receive the compensation, the provisions of Section 28 of The Power Corporation Act shall apply.
11. SaskPower agrees to indemnify and save harmless the Owner from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the placement, construction, operation, inspection, maintenance, alteration, removal, replacement and repairs of the Transmission Facilities on, over or under the Right-of-Way excluding, however, any of the foregoing caused by or resulting from the willful or negligent acts or omissions of the Owner or any tenant, sub-tenant, servant, agent, contractor, sub-contractor or employee of the Owner and any others for whom the Owner is responsible at law.
12. Payments required to be made by SaskPower 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 SaskPower's, and where permitted SaskPower shall make such payments by self-assessing.

13. This Agreement shall be binding upon the Owner and the Owner's successors and assigns.

DATED at _____, in the Province of Saskatchewan, this ____ day of _____, 20____.

WITNESS

OWNER'S SIGNATURE
GST REGISTRATION NO.: _____

ADDRESS

OWNER'S SIGNATURE
GST REGISTRATION NO.: _____

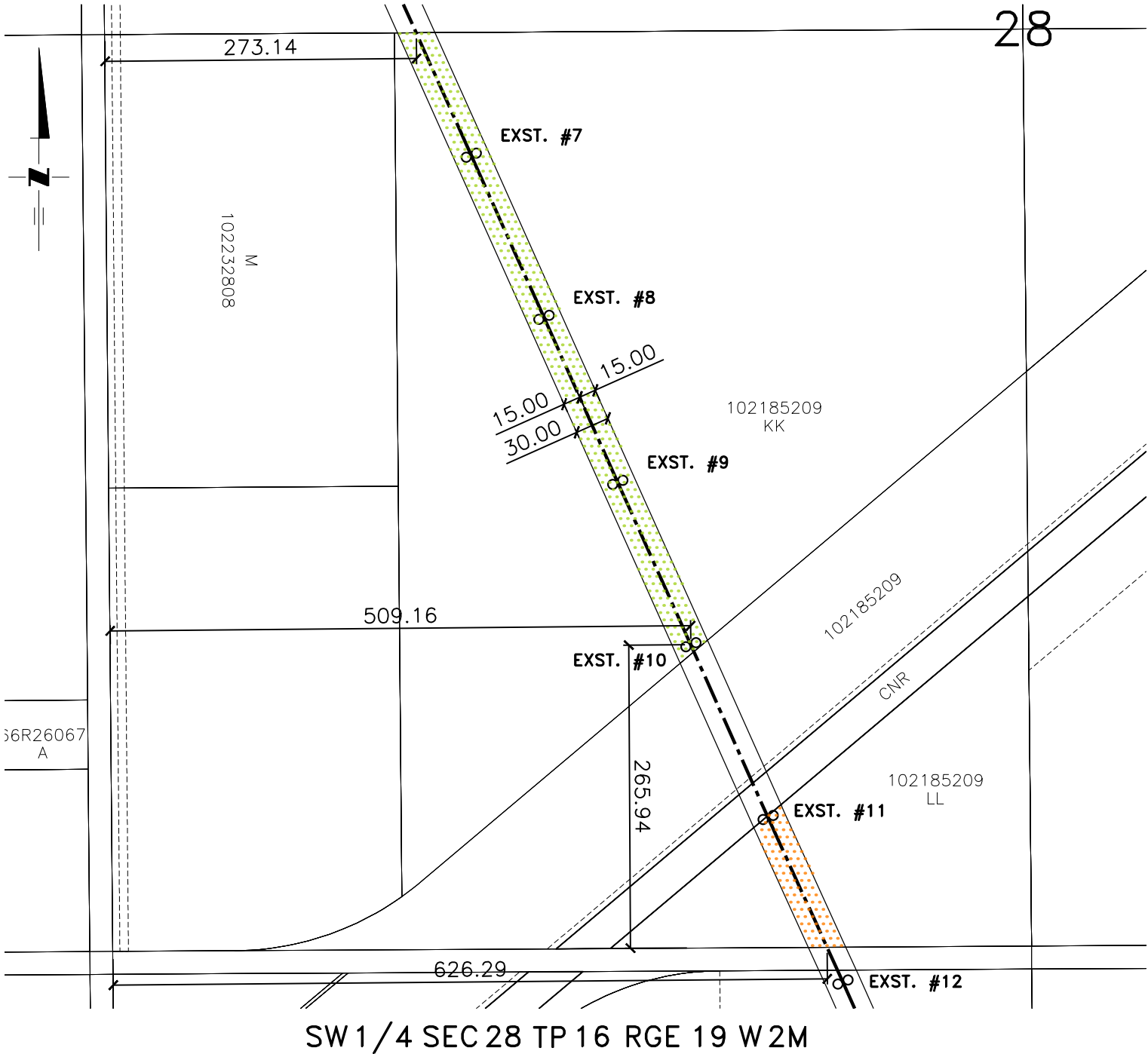
OCCUPATION

/dh



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W1R (138kV) POWERLINE RIGHT-OF-WAY
INDIVIDUAL OWNERSHIP PLAN (IOP)



AREA	1.785	hectares	4.411	acres
AREA	0.379	hectares	0.936	acres

PLAN 102185209 PARCEL KK 
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 – POWERLINE RIGHT OF WAY – TO BE FILED ON TITLE WITH ISC (LAND TITLES). STRUCTURE LOCATION IS INDICATED BY ±1m ACCURACY.

SCALE: 1:5000 RIGHT-OF-WAY AREA SHOWN  

DRAWN BY: C. ISAAC CHECKED BY: D. HENDERSON APPROVED BY: DATE: 2024-09-25

AUTOCAD FILENAME: W1R_IOP.DWG LAYOUT: SW-28-16-19-W2M

PLOT DATE: 2024/09/25 PLOT TIME: 10:33 AM PLOTTED BY: CISAAC