

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 KK, Plan 102185209 in the Southwest Quarter of Section Twenty-eight (28), Township Sixteen (16), Range Nineteen (19), West of the Second Meridian, Saskatchewan (Surface Parcel 203170025), 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

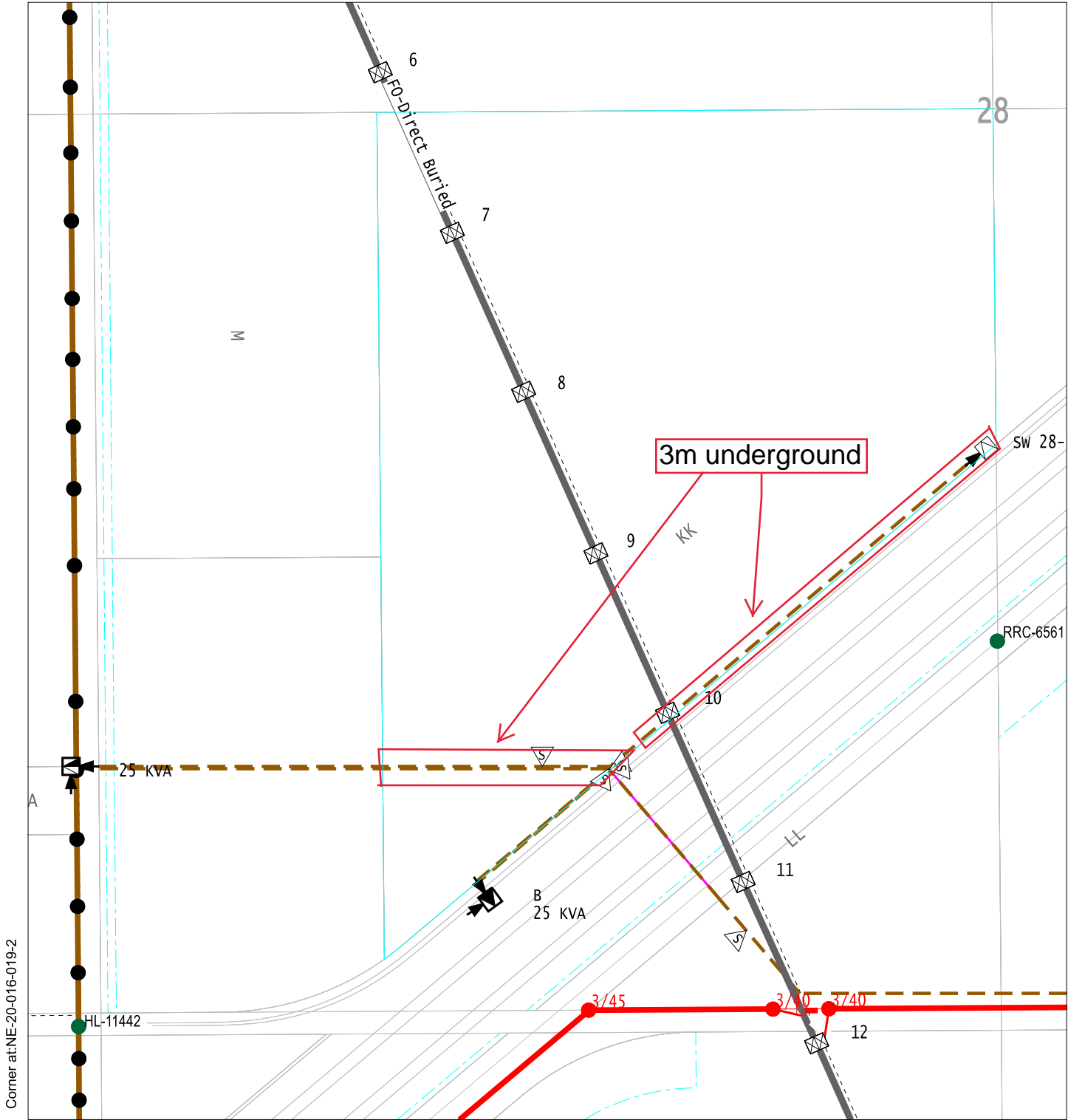
\_\_\_\_\_  
Address

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Occupation

/dh

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THIS MAP IS A VISUAL REPRESENTATION ONLY AND NOT TO BE USED FOR LOCATING FACILITIES. CONTACT SASK 1ST CALL AT 1-866-828-4888 FOR LOCATES



GISMAP

PLOT DATE  
2024/09/23

SCALE  
1:5000

MAP ID.  
Ad Hoc



DRAWING TITLE

DESCRIPTION

MAP GROUP

SHEET NO.  
o  
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