

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_, 2025.

**JOINT USE UTILITY EASEMENT AGREEMENT**

BETWEEN:

The "**Grantor**":

\_\_\_\_\_

AND

The "**Grantees**":

SASKATCHEWAN POWER CORPORATION

SASKATCHEWAN TELECOMMUNICATIONS

WHEREAS:

- A. The Grantor is the registered owner(s) or purchaser(s) under agreement for sale of the following lands: Blk/Par LL - Plan 102185209 Ext 0
  
- B. The Grantees require an easement for right-of-way for the installation, operation and maintenance of utility facilities on, over, under and/or through the Land, such right-of-way as shown as an Easement Right-of-Way on attached Registered Plan \_\_\_\_\_ (the "Right-of-Way");

NOW THEREFORE THE PARTIES HEREBY AGREE:

- 1. In consideration of the sum of One Dollar (\$1.00) paid to the Grantor by the Grantees, (the receipt and sufficiency of which is hereby acknowledged), and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantees, the Grantor HEREBY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS to the Grantees an easement for the Right-of-Way on, over, under, and/or through the Land, such easement to consist of the right and privilege to the Grantees, by themselves, their employees, contractors and agents, to enter upon the Land for the purposes of constructing or placing thereon or thereunder poles, anchors, kiosks, transformers and pads, wires, cables, pipes, valves, conduits and other conductors or devices in connection with the systems of electrical distribution, fibre optic communication, telephone, television and other communications services, together with other apparatus and equipment relating to such purposes (the "Facilities"), and full power, license and permission at any and all times to the Grantees, their employees, contractors and agents, to enter upon the Right-of-Way or such portion of the Land as shall be necessary for the purpose of constructing, operating, inspecting, repairing, replacing, reconstructing, altering, maintaining and removing the Facilities and to do all work and things necessary and suitable for enabling the Grantees to accomplish

effectively the purposes for which the within easement is hereby acquired by the Grantees, together with the right of ingress and egress to and from the Right-of-Way.

2. The Grantor shall be allowed free access to and use of the Right-of-Way except insofar as it might be necessary for the Grantees to use the Right-of-Way for the purposes specified in this Agreement; provided that the Grantor shall not, without the prior written consent of each of the Grantees, excavate, drill, install or erect, or permit to be excavated, drilled, installed or erected upon or under the Right-of-Way any pit, well, foundation, pavement, building or other structure or installation.
3. The Grantor shall not plant any trees or shrubs on the Right-of-Way without the prior written consent of each of the Grantees, and the Grantees 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.
4. Whenever the Grantees break or open the surface of the Right-of-Way for any purpose, the Grantee responsible for such breaking or opening shall diligently and expeditiously complete the work for which such breaking or opening was required, and shall, at the expense of that Grantee, restore the ground so broken and opened up as nearly as possible to its former condition forthwith upon the work being completed.
5. The Grantees shall exercise the rights granted by this Agreement with due care and attention and with a view to avoiding any unnecessary damage to trees, shrubs, plants, flower beds, lawns or fences located on the Land.
6. The Grantees shall each indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims or actions caused by or resulting from the exercise by the respective Grantee of the rights granted by this Agreement, excluding those caused by or resulting from the willful or negligent acts or omissions of the Grantor or any tenant, servant, agent, contractor or employee of the Grantor, or any others for whom the Grantor is responsible at law.
7. Upon the discontinuance of the Right-of-Way and the exercise of the rights hereby acquired, the Grantees 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 the Grantees and the exercise by the Grantees of the rights hereby acquired. For clarity, if one Grantee discontinues use of the Right-of-Way and the exercise of the rights hereby acquired, this Agreement shall remain in place to the benefit of the remaining Grantee(s), and the last Grantee to discontinue use of the Right-of-Way and the exercise of the rights hereby acquired shall be responsible for restoring 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 the Grantees.

8. Nothing herein contained shall be deemed to vest in the Grantees 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 Facilities.
9. This Agreement shall enure to the benefit of and be binding upon the Grantor and the Grantees and their respective successors and assigns.
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 parties have executed this Agreement effective the day and year written above.

SIGNED, SEALED AND DELIVERED

by the Grantor in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

SASKATCHEWAN POWER CORPORATION

Per: \_\_\_\_\_  
Manager, Land

SASKATCHEWAN TELECOMMUNICATIONS

Per: \_\_\_\_\_  
Assistant Secretary

----- Approximate Easement

