

GRANT OF EASEMENT

BETWEEN: _____ (Landowner)
Address: _____, Saskatchewan, S _____
hereinafter called the "Grantor"

and

The _____ of _____
Address: _____, Saskatchewan, S _____
hereinafter called the "Grantee"

WHEREAS the Grantor is registered owner of an estate in fee simple of those certain pieces or parcels of land situated in the Province of Saskatchewan and being described as follows:

(Add Legal Land Description of the Easement Right-of-Way which should be shown on a Feature Plan filed in the Land Surveys Directory)

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

In consideration of the sum of One (1) Dollar paid to the Grantor by the Grantee, the receipt of which sum is hereby acknowledged, and in consideration of the sum of ONE (\$1.00) Dollars, the Grantor does hereby grant unto the Grantee the right, license, liberty, privilege and easement to use as a right-of-way on, over, under and/or through that portion of the said lands being _____ hectares, more or less, hereinafter called the "right-of-way" as described above, for the purposes of constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and/or repairing all works, apparatus and equipment of the Grantee necessary for its _____ (here-in-after called "works"), including but without limiting the generality of the foregoing, all such structures, equipment and appurtenances as may be necessary or convenient in connection therewith for the drainage, conveyance, transportation, storage and/or handling of _____, together with the right of ingress and egress to and from the same for its servants, agents, vehicles, machinery, supplies and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights and privileges herein granted, until the Grantee surrenders or terminates the rights and privileges hereby granted.

IT IS MUTUALLY covenanted and agreed by and between the Grantor and Grantee as follows:

1. THAT THE Grantee shall have the right to immediate use of the required portion of the said land.
2. THAT THE Grantee shall pay the consideration set out above to the Grantor, or such other person or persons entitled to it under the provisions of *The Public Utilities Easements Act*, within 60 days after the date of registration of this easement in the appropriate Land Titles Office.

3. THAT THE Grantor shall not plant any trees or shrubs on the said right-of-way without prior written consent of the Grantee and the Grantee shall have the right to trim, cut back or remove any trees or shrubs which, because of overhanging branches or extensive root growth on, over or into that portion of the said right-of-way, cause or are likely to cause interference with the aforementioned facilities or with their installation, maintenance and removal. All possible care shall be taken by the Grantee to avoid unnecessary damage to trees, shrubs, plants, flower beds or lawns located within the said right-of-way.
4. THAT THE Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the said right-of-way any dugout, dam, pit, well, foundation, pavement, obstruction or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way provided that no appreciable damage is done to the works, except as the same may be necessary for the purposes herein granted to the Grantee.
5. THAT THE Grantee shall be solely responsible for the operation and maintenance of the works.
6. THAT THE Grantee shall compensate the Grantor or any person claiming through or under the Grantor for damage done to any buildings, crops, fences or other goods and chattels of the Grantor or any person claiming through or under the said Grantor when such damage is caused by the Grantee while constructing, operating, maintaining, or altering the said works; subject to the provisions of those Statutes of Saskatchewan governing the affairs and operation of the Grantee as to claims and settlements for damages in that behalf.
7. THAT THE Grantee shall restore the ground broken and opened as near as possible to its former condition forthwith upon the said work being completed by planting grass.
8. THAT THE Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for the Grantor.
9. THAT EACH of the parties herein may assign this agreement and all rights, privileges and benefits accruing to him thereunder and he shall thereupon give notice thereof to the other party by registered mail.
10. NOTWITHSTANDING that in constructing, maintaining and operating its works the Grantee may install works, structures, and other equipment and appurtenances in, on or under the said lands in such manner that it or they become affixed to the realty, the title to such works, structures, and other equipment and appurtenances together with the right to remove the same shall nevertheless remain in the Grantee.
11. THAT nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the said right-of-way.

12. THAT THIS easement or an interest based on this easement may be registered in the Saskatchewan Land Registry, under provisions of *The Public Utilities Easements Act*, and shall be of the same force and effect, to all intents and purposes, as a covenant running with the land, and shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor and the heirs, successors and assigns of the Grantee.

IN WITNESS WHEREOF the Parties hereto have executed this agreement as follows on the _____ day of _____, A.D. 20____.

AS GRANTOR, _____ (Land Owner):
Print name of landowner

Grantor (Signature of Land Owner)

Witness (Complete Affidavit)

AS GRANTEE, the _____ of _____:

SEAL

Mayor/Reeve (Signature)

Administrator/Clerk (Signature)

Witness Affidavit of Execution

I, (Print full name of witness), _____ of

(Print address) _____,

in the Province Saskatchewan, make oath and say:

- 1. That I was personally present and did see (Print name of landowner) _____ named herein who is personally known to me to be the person named herein, duly sign and execute the same for the purposes named therein;
- 2. That the same was executed in the (Print name of community) _____ in the Province of Saskatchewan and that I am the subscribing witness thereto; and
- 3. That I know the said (Print name of landowner) _____ who is, in my belief, at least eighteen years of age or more.

Sworn before me in the

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

Witness (Signature)

A Commissioner for Oaths in and
for the Province of Saskatchewan.
My commission expires _____.