

THE RESORT VILLAGE OF SUNSET COVE

BYLAW No. 42/95

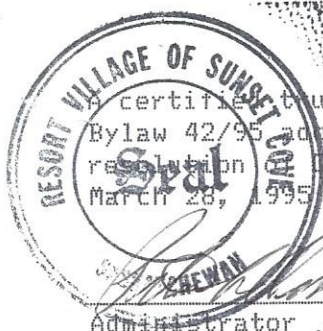
A bylaw to provide for entering into an agreement respecting an easement to cover existing facilities affected by the closure of Poplar Road.

The Council of The resort Village of Sunset Cove, in the province of Saskatchewan, enacts as follows:

1. That The Resort Village of Sunset Cove is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw as "Exhibit A", with Saskatchewan Power, 2025 Victoria Avenue, REGINA, Saskatchewan S4P 0S1, for the purpose of this Agreement is to provide Sask Power with an Easement to cover existing facilities affected by the closure of Poplar Road.
2. The Mayor and Administrator of The Resort Village Of Sunset Cove are hereby authorized to sign and execute the attached agreement identified as exhibit A.

\_\_\_\_ Signed "Gerry Argue" \_\_\_\_\_  
Mayor

\_\_\_\_ Signed "Peter A. Quiring" \_\_\_\_\_  
Administrator



Bylaw 42/95  
Exhibit A

THIS AGREEMENT made and entered into this  
10 day of Jan .1995

BETWEEN:

RESORT VILLAGE OF SUNSET COVE  
in the Province of Saskatchewan,  
hereinafter called "the Grantor"

OF THE FIRST PART

- and -

SASKATCHEWAN POWER CORPORATION  
hereinafter called "the Grantee"

OF THE SECOND PART

WITNESSETH:

THAT the Grantor being the registered owner of an estate in fee simple of certain lands described as follows:

FIRSTLY: The most Southwesterly Fifteen and Three Hundred Twenty-Four One Thousandths (15.324) metres of the most Southeasterly Three (3) metres, both in perpendicular width throughout of Lot 5, Block A, Sunset Cove, Saskatchewan, Plan 94-R-46848.

SECONDLY: The most Southeasterly Ten (10) metres of all that portion of the said Lot 5 lying between two lines drawn parallel to and perpendicularly distant Northeasterly Twelve and Three Hundred Twenty-Four Thousandths (12.324) metres and Fifteen and Three Hundred Twenty-Four Thousandths (15.324) metres respectively from the Southwest limit of the said Lot 5.

IN CONSIDERATION of the sum of One Dollar (\$1.00) paid to the Grantor by the Grantee, (the receipt whereof is hereby acknowledged), and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantee, HEREBY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS to the Grantee an easement for a right-of-way on, over, under, and/or through the said land, such easement to consist of the right and privilege to the Grantee, by itself, its employees and agents, to enter upon the said land for the purpose of operating, maintaining, altering, removing, replacing and/or repairing thereon existing poles, anchors, wires, cables, conduits, conductors together with other apparatus and equipment as the Grantee may consider necessary or convenient in connection therewith for the operation of an electrical distribution system through or by means of the same on, over, under and/or through the said easement together with the right of ingress and egress to and from the said land for the Grantee, its employees, agents, vehicles, supplies and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights herein granted.

PROVIDED and it is hereby agreed that whenever the Grantee breaks or opens up the surface of the said easement for any purpose, the Grantee shall diligently and expeditiously complete the work for which such breaking or opening up was required, and shall, at the expense of the Grantee, restore the ground so broken and opened up as near as possible to its former condition forthwith upon the said work be completed.

THE GRANTOR shall be allowed free access to and use of the land within the said easement, except insofar as it might be necessary for the Grantee to use the same for the purposes hereinbefore specified; provided further that the Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install or erect, or permit to be excavated, drilled, installed or erected upon or under the said easement any pit, well, foundation, pavement, building or other structure or installation.

THE GRANTOR shall not plant any trees or shrubs on the said easement without the 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 easement, 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 easement.

THIS AGREEMENT shall enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

RESORT VILLAGE OF SUNSET COVE

PLEASE INDICATE THE SIGNING  
AUTHORITY OF THE GRANTOR(S)  
& AFFIX SEAL OVER SIGNATURES



*Meeyon*  
\_\_\_\_\_  
*W. B. Murray Adams*  
\_\_\_\_\_

SASKATCHEWAN POWER CORPORATION

*[Signature]*  
\_\_\_\_\_  
General Counsel and Assistant Secretary

SFC  
Approved  
For  
Execution

*[Signature]*  
\_\_\_\_\_

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14389  
LDL:h1m198

CANADA

PROVINCE OF SASKATCHEWAN (Section 134(12), The Planning and Development Amendment Act, 1989)

I, Larry D. Kram, General Counsel and Assistant Secretary, of Saskatchewan Power Corporation, of the City of Regina, in the Province of Saskatchewan, make oath and say:

That the annexed document relates to a right-of-way being acquired for the purpose of a distribution line to consumers or users of the service for which the right-of-way was secured and not for the purpose of a general transmission line for any such service.

Sworn before me at the City of )  
Regina, in the Province of Saskatchewan, )  
this 10th day of January, A.D. 1985. )

Steve Michaluk  
A Notary Public in and for the  
Province of Saskatchewan

Larry D. Kram  
Larry D. Kram

My appointment expires: Dec 31/90

This instrument has not been examined but reports to be a duplicate of an instrument registered in the Land Titles Office for the Regina Land Registration District at Regina, in the Province of Saskatchewan on the.....18...day of...April...A.D. 1975. as Number.....95R17997.....

Registrar  
P.L.R.D.

*McLean*