

RURAL MUNICIPALITY OF HARRIS, No. 316.
BYLAW NO. 76



A Bylaw with respect to the granting of an easement to Saskatchewan Power Corporation.

WHEREAS the Rural Municipality of Harris, No. 316, is the registered owner of:

The North-west quarter of Section Two (2) in Township Thirty-two (32) and Range Twelve (12) West of the Third Meridian, the South-east quarter of Section Three (3) in Township Thirty-two (32) and Range Twelve (12) West of the Third Meridian, and the West half of Section Thirty-four (34) in Township Thirty-one (31) and Range Twelve (12) West of the Third Meridian.

AND WHEREAS Saskatchewan Power Corporation is desirous of erecting and maintaining an electrical transmission line on the said parcels of land, and has requested the Council of the Rural Municipality to grant to it an easement of right of way over a portion of said land for the said purpose.

NOW THEREFORE the Council of the Rural Municipality of Harris, No. 316, enacts as follows:

- The Reeve and Secretary-Treasurer are hereby authorized to execute under the corporate seal of the Rural Municipality and deliver to Saskatchewan Power Corporation an Easement Agreement between the Village and the Corporation in the form hereto annexed as Schedule "A", or in form substantially similar thereto, by which Agreement the Rural Municipality shall grant to the Corporation an easement of right of way for a transmission line over the said land more particularly described in the said Agreement.

Read a first time this 2nd day of

April 1951.

Signature
..... John Yellowlees
Reeve.

..... *Signature*
Secretary-Treasurer.

Sec. Treas. full dates & sign

Read a second time this 2nd day of

April 1951.

..... John Yellowlees
Reeve.

..... *Signature*
Secretary-Treasurer.

Read a third time and finally passed this

2nd day of April 1951.

..... John Yellowlees
Reeve.

..... *Signature*
Secretary-Treasurer.



Sec. Treas. Please complete Certificate on next page

Fill in full name

I, Robert John Bryant of the Village of Harris, in the Province of Saskatchewan, Secretary-Treasurer of the said Rural Municipality, hereby certify that the foregoing is a true copy of Bylaw No. 76 duly passed by the Council of the said Rural Municipality.

Fill in Bylaw No.

WITNESS my hand and the seal of the said Rural Municipality of Harris, No. 316, in the Province of Saskatchewan, this 2nd day of April 1951.

fill in date



Seal

R. J. Bryant
.....
Secretary-Treasurer. *Signature line*

THIS IS SCHEDULE "A" REFERRED TO IN THE FOREGOING BYLAW OF THE RURAL MUNICIPALITY OF HARRIS, No. 316.

E1a

THIS AGREEMENT made in triplicate the 195 day of,

BETWEEN:

The Rural Municipality of Harris, No. 316, a Municipal Corporation in the Province of Saskatchewan,

hereinafter called "the Grantor"

of the first part;

- and -

Saskatchewan Power Corporation, hereinafter called "the Corporation"

of the second part;

WITNESSETH that the Grantor, being the registered owner of the parcel of land described as follows:

All those portions of the North-west quarter of Section Two (2) and the South-east quarter of Section Three (3), both in Township Thirty-two (32) and Range Twelve (12) West of the Third Meridian, and the West half of Section Thirty-four (34) in Township Thirty-one (31) and Range Twelve (12) West of the Third Meridian, all in the Province of Saskatchewan, lying between the South-easterly limit of the roadway shown on a plan of record in the Land Titles Office for the Saskatoon Land Registration District as No. B1-2117, and a line parallel thereto and fifty (50) feet perpendicularly distant South-easterly therefrom.

in consideration of the sum of One Hundred and eight..... Dollars (\$108.00) paid to it by the Corporation, the receipt whereof is hereby acknowledged, hereby grants, conveys, transfers and assigns to the Corporation an easement for a right of way over the said parcel of land and every portion thereof, such easement to consist of the right to the Corporation, by itself, its employees and agents, to enter upon the said parcel of land for the purposes of constructing or placing thereon poles, wires and other conductors or devices for receiving, conducting and transmitting electricity through, over, along, upon or across the said parcel of land together with other apparatus and equipment relating to the said purpose, and also full power, license and permission at any and all times to the Corporation, its employees and agents, to enter upon the said land for the purpose of inspecting, repairing, replacing and maintaining the said poles, wires, conductors, devices, apparatus and equipment.

The Grantor is to be allowed free access to and use of the parcel of land hereinbefore described except insofar as it may be necessary for the Corporation to use the same for the purpose of the installation, erection, construction, inspection, repair, replacing and maintenance of the said poles, wires, conductors, devices, apparatus and equipment.

The Corporation shall repair any fences on the said land which may be damaged by its employees or agents, and in the event of any crop growing on the said land being damaged by its employees or agents, the Corporation shall pay reasonable compensation to the owner of the crop for such damage.

This Agreement shall enure to the benefit of and be binding on the Grantor and the Corporation and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed there presents.

SEALED with the Corporate Seal of



..... and countersigned by

..... and

..... the

Resve..... and Sec.-Treas. Municipality

of the said..... respectively.

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..... and

..... respectively

Recve John Yelloweas

Secretary-Treasurer

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