

TOWN OF OUTLOOK

BYLAW NO. 14(98)

A BYLAW OF THE TOWN OF OUTLOOK TO PROVIDE FOR ENTERING INTO
AN AGREEMENT UNDER SECTION 175(1)(a) OF THE URBAN
MUNICIPALITY ACT, 1984.

The council of the Town of Outlook in the Province of Saskatchewan, enacts as follows:

1. The Town of Outlook in hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit A", with:

OUTLOOK WEST REGIONAL PIPELINE ASSOCIATION of the Province
of Saskatchewan

for the purpose stated within the agreement.

2. The Mayor and Town Administrator of the Town of Outlook are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

INTRODUCED AND READ a first time this 19th day of May, 1998.


READ a second time this 19th day of May, 1998.

READ a third time and adopted this 19th day of May, 1998.



Mayor

(SEAL)



Administrator

Certified a true copy of Bylaw No. 14(98)
of the Town of Outlook adopted by
resolution of Council on the 19th day
of May, 1998, A.D.

(SEAL)


Administrator

THIS AGREEMENT made this 23rd day of FEBRUARY, 1999.

BETWEEN: TOWN OF OUTLOOK, in the Province of SASKATCHEWAN,
(hereinafter called the "Grantor"),

OF THE FIRST PART,

AND: OUTLOOK WEST REGIONAL PIPELINE ASSOCIATION
of the Province of Saskatchewan, (hereinafter called the
"Grantee"),

OF THE SECOND PART,

RIGHT OF WAY AGREEMENT

WHEREAS the Grantor is the registered owner of an estate in fee simple of the following land situated in the Province of Saskatchewan, namely: The Northwest Quarter of Section Sixteen(16) Township Twenty Nine(29) Range Eight(8) West of the Third Meridian.

AND WHEREAS the Grantee is a Municipal Government Agency pursuant to Section 228.1 of the Rural Municipality Act, in the Province of Saskatchewan;

AND WHEREAS Outlook West Regional Pipeline Association is a public utility within the meaning of the Public Utility Easements Act, Statutes of Saskatchewan, 1978, Chapter P-45 as amended, in that it operates a public utility service in the form of a water utility service for consumers;

AND WHEREAS the Grantee has constructed, or will be constructing, a water pipeline on a portion of the Grantor's land and on adjoining lands;

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar paid to the Grantor by the Grantee, the receipt and adequacy of which is acknowledged by the Grantor, the Grantor hereby grants unto the Grantee and its successors and permitted assigns the full right and liberty to construct and install a water pipeline, and to maintain, repair, replace, renew or remove the said pipeline on that portion of the describe in SCHEDULE "A" and together also with the right to passage of water through the said pipeline and for the purpose of providing a supply of water to the lands of the Grantee, which grant shall be subject to the following conditions:

1. The Grantee shall fairly compensate the Grantor for all damage of any nature arising from the exercise of its rights herein, including, without restricting the generality of the foregoing, all loss of crop sustained by the Grantor with respect to the affected land.
2. The Grantee shall construct, operate and maintain the water pipeline in accordance with The Water Corporation Act, Statues of Saskatchewan, Chapter W 4.1, and regulations under the Act and the approval to construct and operate the pipeline that has been received or any that are subsequently received in the future.
3. Prior to entry upon the land of the Grantor for the purposes allowed herein, other than for the purposes of routine maintenance, the Grantee shall consult with the Grantor as to means of minimizing any possible damage or disruptions to the lands of the Grantor.
4. The rights, liberties and privileges granted herein shall be annexed to the land of the Grantor as a covenant running with

the land for the term and any extension in writing of this Agreement, and shall be binding upon and ensure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the Grantor and the Grantee.

5. The term of this Agreement shall be Ninety nine (99) years from the date of this Agreement, and thereafter shall continue from year to year unless terminated by the then registered owner of the Grantor's land or by the Grantee by notice in writing.

6. The Grantee agrees to indemnify the Grantor and save him harmless from any damage or injury resulting to any person from the presence of the Grantee, his agents, employees and any of the facilities constructed by or on behalf of the Grantee, pursuant to its rights under this agreement.

IN WITNESS WHEREOF the Grantor has hereunto affixed his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

L. H. Henson)
Witness)

J. J. Johnson)
Grantor)

IN WITNESS WHEREOF the Grantee has affixed its corporate seal, attested to by its proper signing officers in that behalf.



Per: *J. R. Salt*
President

Per: *Dawn Fontaine*
Secretary

Grantee

SCHEDULE "A"

All that portion in the Northwest Quarter of Section Sixteen(16) Township Twenty Nine(29) Range Eight (8) West of Third Meridian described as follows: commencing at a point on the Western boundary 313.0 m southerly of the Northern boundary, thence easterly until the left bank of the South Saskatchewan River as shown upon the Plan of the said township dated May 16, 1885, thence southerly along the left bank of the South Saskatchewan River as shown upon the said plan to a point 323.0m south of the Northern boundary, thence westerly parallel to the Northern boundary to the Western boundary, thence northerly along the Western boundary until the point commencement.

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I/WE, TOWN OF OUTLOOK, in the Province of Saskatchewan,
MAKE OATH AND SAY THAT:

1. I am the/one of the Grantor(s) named in the within Agreement.
2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.
2. I have no spouse.
2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signatory of this disposition.

SWORN BEFORE ME at the Town)
of Outlook, in the)
Province of Saskatchewan, this)
13th day of May, 1999)

Town of Outlook
[Signature]

[Signature] JP 2620
A COMMISSIONER FOR OATHS in and for
the Province of Saskatchewan
My commission expires _____.

Justice of the Peace No. 2620
[Signature]
Province of Saskatchewan

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, Laurie Lemon, of the Village
The Witness Town/City
of Conquest, in the Province of Saskatchewan,
Town/City Name

, MAKE OATH AND SAY:

1. THAT I was personally present and did see TOWN OF OUTLOOK
named in the within instrument who is/are personally known to me to
be the person(s) named therein, duly sign and execute the same for
the purposes named therein.

2. THAT the same was executed at the Town
Town/City
of Outlook, in the Province of Saskatchewan,
Town/City Name
on the day of Feb 23, 1999, and that I am the subscribing
witness therein.

3. THAT I know the said TOWN OF OUTLOOK and, in my belief,
the full age of eighteen years or more.

SWORN BEFORE ME at the)
of , in the)
Province of Saskatchewan, this)
day of , 199)

L. Lemon

A COMMISSIONER FOR OATHS in and for
the Province of Saskatchewan
My commission expires _____.

AFFIDAVIT PURSUANT to SECTION 10 of the Public Utilities Easements Act R.S.S 1978 c. P-45 as Amended and Section 25 of the Homesteads Act S.S. 1989 c. H-5.1 as amended

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, Glen Gates, of Milden,
in the Province of Saskatchewan,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT the within Easement right-of-way was required by the Outlook West Regional Pipeline Association for the construction, maintenance and operation of the water pipelines, and for the purpose of operating, maintaining, altering removing, replacing or repairing thereon water pipes, and for the purpose of depositing, removing and replacing thereon dirt or earth fill on or over the said pipelines and easement, and Section 25 of the The Homesteads Act, 1989 applies.
2. THAT I am the Chairman of the Outlook West Regional Pipeline Association and have full knowledge of the facts herein deposed to.
3. THAT the true consideration for the within easement is the sum of \$1.00 and other valuable consideration.
4. THAT I make this affidavit pursuant to section 10 of the Public Utilities Easement Act R.S.S. 1978 c. P-45 as amended in support of the Registrar of the Land Titles Office for the Saskatoon Midwest Land Registration District registering the within easement.
5. THAT the provisions of the Public Utilities Easements Act have been complied with.

SWORN BEFORE ME at the Village
of Milden, in the Province of
Saskatchewan, this 14 day of
May, 1998.)
)
)
)

[Signature]

Melody J. Niemelä
Notary Public
A Commissioner in and for the
Province of Saskatchewan, my commission
expires: Nov. 99
SASKATCHEWAN

AFFIDAVIT PURSUANT TO SUBSECTION 134 (12) OF THE PLANNING AND DEVELOPMENT ACT 1983 S.S. 1983-84c. P-13.1 AS AMENDED.

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

) I, Glen Coates of Milden,
) in the Province of Saskatchewan
)

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am the Chairman of the Outlook West Regional Pipeline Association, and as such I have a personal knowledge of the facts and matters herein deposed to.
2. THAT the Outlook West Regional Pipeline Association has sought as easement for water lines in respect of that portion of land described in SCHEDULE "A" .
3. THAT the right-of-way in respect of which registration is sought was secured 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 Village of)
Milden in the Province of)
Saskatchewan, this 14 day of May, 1998)

[Signature]

[Signature]
A Commissioner of Oaths in and for the
Province of Saskatchewan, my commission
expires: Sept. 30/99

