

Shelburne Municipal Council
December 4, 2024

TO: Warden and Members of Shelburne Municipal Council

FROM: Andrew Goreham,
Manager of Inspection Services

APPROVED BY: Warren MacLeod, Chief Administrative Officer

DATE: December 4, 2024

SUBJECT: NS Power Easement

ORIGIN

A request from Kevin Smith for an Easement to have powerlines to cross PID 890113889, owned by the Municipality of the District of Shelburne, to his mini home that is being placed on PID 80113764

RECOMMENDATION:

CAO Warren MacLeod to be given authority on behalf of the municipality to sign Right of Way agreement with NS Power

BACKGROUND:

Kevin Smith is locating a mini home at 787 Woodlawn Drive as a rental property and required access over municipal lands for a power connection.

DISCUSSION:

Please see attached agreement and drawings which show locations of electrical connections.

BUDGET IMPLICATIONS

None

THIS GRANT OF EASEMENT made as of _____November ____ 20_24__

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF SHELBURNE

(the "Grantor")

- and -

NOVA SCOTIA POWER INCORPORATED,
a body corporate

("NSPI")

WHEREAS:

1. The Grantor is the owner of a certain property located At Woodlawn Drive, Woodlawn, in the County of Shelburne, Province of Nova Scotia as described in the deed recorded at the Registry of Deeds for Shelburne County, as Document No. 124519977 and more particularly identified as Property Identification Number (PID) 80113889 (the "Lands").
2. NSPI wishes to secure a distribution easement over a portion of the Grantor's lands.

WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. The Grantor hereby grants to NSPI the free and uninterrupted right, privilege, liberty and easement in perpetuity over, under and through a strip across the Lands as outlined on the sketch attached hereto as Schedule "A" (the "Easement") to do the following:
 - (a) inserting, laying, erecting and maintaining a line of poles and wires with all necessary foundations, excavations, anchors and guy wires (collectively the "Distribution Line"), for the purpose of conveying electric power and energy in all forms, as well as any and all other communication or other signals capable of being transferred over, under, through and across the Easement;
 - (b) to clear or remove in any manner deemed expedient by NSPI, all vegetation, brush, trees, and other obstructions and impediments to construction, excavation, and maintenance of the Distribution Line upon the Easement and to use any method deemed expedient to keep the Easement clear of trees, vegetation, brush, or other obstructions, and to remove any such trees, vegetation or brush beyond the limits of the Easement that are deemed a potential hazard to or affect the Distribution Line or

the purposes of the Easement;

- (c) to enter upon and across the Easement from time to time with vehicles, machinery, equipment and materials as deemed expedient for any purpose whatsoever to fulfill the privileges granted herein;
- (d) to enter upon any portion of the Lands, immediately adjacent to the Easement, from time to time to access the Easement and as may be reasonably required by NSPI to carry out any of its rights and privileges as herein granted;
- (e) to generally to do all acts necessary to exercise the rights and privileges granted herein together with all rights and privileges necessarily ancillary thereto.

2. The Grantor hereby covenants and agrees with NSPI that it **will not:**

- (a) excavate, drill, install, erect, construct, or permit to be excavated, drilled, installed, erected, or constructed on, under or over the Easement, any foundation, building or other structure or installation, pile material or plant any growth upon the Easement that, in the opinion of NSPI, may interfere with or endanger the Distribution Line;
- (b) disturb or otherwise interfere with the Distribution Line or the Easement;
- (c) plant or establish within the Lands, including the Easement, any trees, shrubs or other vegetation which could encroach and interfere with the Distribution Line or the Easement at any time unless previously consented to by NSPI; or
- (d) remove, damage or retard in anyway, any vegetation established within the Easement as part of the management of the Easement without prior written permission from NSPI;

provided that it is acknowledged by the Grantor herein that should it be in breach of any of the foregoing that NSPI, in its discretion, shall be entitled to remedy the breach at the sole cost of the Grantor.

Notwithstanding the foregoing, the Grantor may install a culvert within the easement and build a driveway within the easement for the purposes of accessing the Lands, provided NSPI shall not be required to remove, reposition or adjust any of its equipment to accommodate the driveway or culvert and provided the construction of the culvert and driveway in no way impact the equipment. Nothing herein shall restrict the Grantor from developing the Lands provided said development in no way impacts the rights herein conveyed.

3. The Grantor represents and warrants to NSPI that the Grantor has good title in fee simple to the Lands and that the right to grant the Easement as hereby granted. The Grantor will procure any such further assurances as may be reasonably required.

4. The Grantor agrees that NSPI may authorize any other utility, service provider, or communications distributor, including without limiting, cable television undertakings or telecommunications carriers, to exercise the easement rights hereby granted and to share the use of the Distribution Line within the Easement.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, other persons authorized from time to time by NSPI, and all parties' respective heirs, administrators, executors, successors and assigns.
6. In the event the easement is no longer required for the purposes set out in Paragraph 1, NSPI agrees, at its expense, to release the easement to the Grantor.
7. This Agreement shall be read with all change of number and gender required by the context.

IN WITNESS WHEREOF the Grantor has duly executed this Grant of Easement the day and year first above written.

Erin Hartley)	
)	
)	Warren MacLeod – CAO
)	
)	
)	
Erin Hartley)	Penny Smith- Warden
)	
)	

INDIVIDUAL

**PROVINCE OF NOVA SCOTIA
COUNTY OF SHELBURNE COUNTY**

I HEREBY CERTIFY that on _____ day of November 2024, Warren MacLeod and Penny Smith, the authorized signing officers for the Municipality of the District of Shelburne, one of the parties of the foregoing Grant of Easement signed and delivered the same in my presence and I have signed as a witness to the same.

Erin Hartley
A Commissioner of the Supreme
Court of Nova Scotia

AFFIDAVIT OF THE CHIEF ADMINISTRATIVE OFFICER, MUNICIPALITY OF THE DISTRICT OF SHELBURNE

I, Warren MacLeod make oath and swear that:

1. I am the Chief Administrative Officer of the Municipality of the District of Shelburne (the “Municipality”) and have personal knowledge of the matters herein deposed to.
2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1998, c. 18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard on the date of this Affidavit pursuant to subsection 13 (3) of the *Municipal Government Act*, S.N.S., 1998, c.18, as amended. This acknowledgment is made for the purpose of registering such instrument pursuant to s. 31(a) of the *Registry Act*, R.S.N.S. 1989, c. 392 or ss.79 and 83 of the *Land Registration Act* as the case maybe.
4. I verify that the Municipal Warden and I have the authority to execute the foregoing document on behalf of the Municipality and thereby bind the Municipality.
5. The Municipality is a resident of Canada under the *Income Tax Act* (Canada).

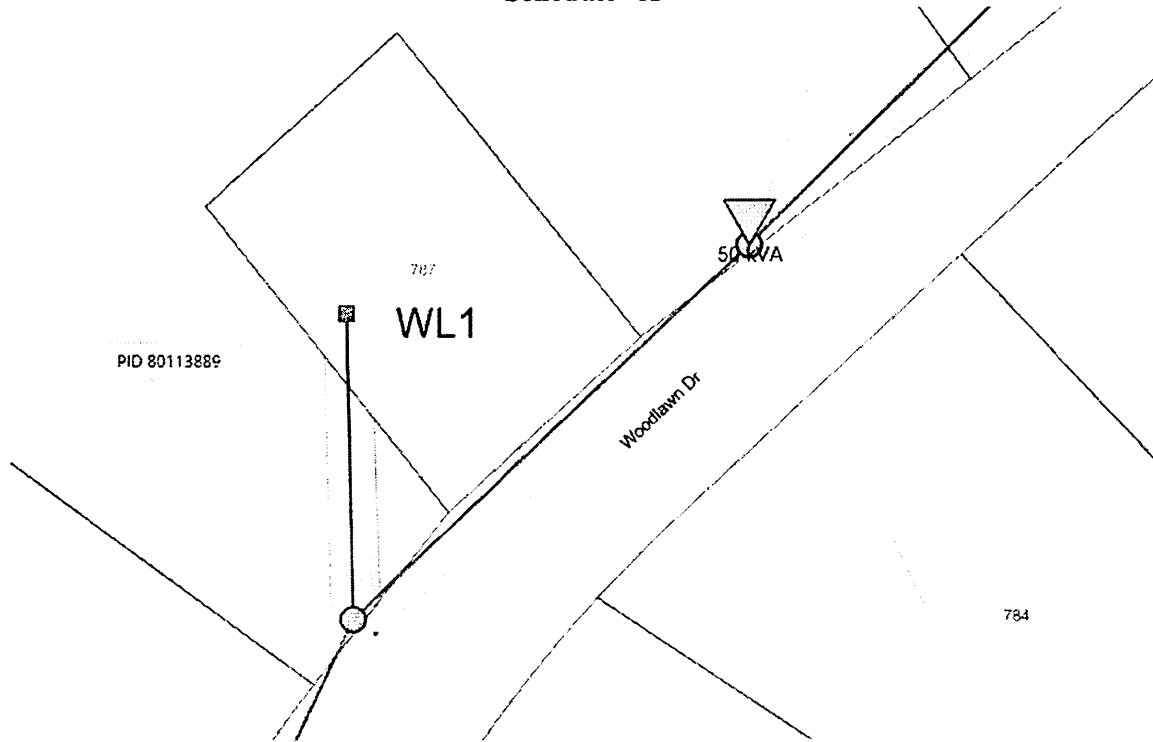
I certify that on this date the Deponent)
came before me, made oath, and swore)
the foregoing affidavit. I further certify)
that the Deponent executed the instrument)
in my presence and that I signed the)
instrument as witness to such execution.)

Certified this day of November, 2024.)

Erin Hartley)
A Commissioner of the)
Supreme Court of Nova Scotia)

Warren MacLeod)

Schedule "A"



Note: -There will be a 4.877m wide utility easement from pole to new home at civic 787 over PID 80113889, as noted by shaded area-with power lines in center of easement.
-Work order 7658801

Brian Saulnier Digitally signed by Brian Saulnier
Date: 2024.11.20 12:01:00 -04'00'

SKETCH APPROVED BY NOVA SCOTIA
POWER INC. REPRESENTATIVE