

ROAD DISTURBANCE AND/OR CROSSING AGREEMENT

MEMORANDUM OF AGREEMENT made this day day of month 20yr, at the Town of Westlock in the Province of Alberta.

BETWEEN:

WESTLOCK COUNTY
(of the First Part)

AND

company/individual name here
company/individual address here
city/town, province and postal code
File/Ref #: xxxxxxxxxx
(of the Second Part)

WHEREAS the Party of the Second Part desires to excavate commodity or otherwise disturb a certain highway, including the road allowance thereof, within the jurisdiction of the Party of the First Part, namely:

Scope of work to include Legal Land Description, possible haul route(s), etc

AND WHEREAS the Party of the First Part has agreed to such excavation/disturbance in consideration of and upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

1. The Party of the Second Part covenants and agrees to pay for or otherwise discharge any and all damages caused to the said highway(s) during and resulting from such excavations and any expenses or out-of-pocket disbursements which may be incurred by the Party of the First Part in connection therewith whether they be for inspection, supervision or howsoever, and shall indemnify and save harmless the Party of the First Part therefrom.
2. That the Party of the Second Part agrees to excavate in such a manner so as to cause the least inconvenience to the travelling public, maintain a reasonable degree of safety for the public, and erect suitable and ample warning signs and devices including detour signs when necessary.
3. That the Party of the Second Part agrees, when approval has been given for open cut trenching, to replace the backfill in tamped layers of suitable material and spread a minimum of six (6) yards of crushed gravel over the disturbed graded portion of the road. Irrespective of the foregoing, the Party of the Second Part agrees to restore the disturbed area to its original condition and to the satisfaction of the Party of the First Part.
4. The Party of the Second Part acknowledges and agrees that the Party of the First Part shall not be responsible for any loss, damage or theft relative to the project even if the same occurs in consequence of Public Works or other activities of the Party of the First Part.

The Party of the Second Part also hereby indemnifies and saves harmless the Party of the First Part from any and all losses, costs, liabilities, damages and expenses (including any and all liabilities to Third Parties, whether in contract, tort or otherwise) which may arise for any reason of any action or inaction on the part of the Party of the Second Part by reason of the said road disturbance and/or crossing. Such indemnification to survive this Agreement.

The Party of the Second Part agrees and accepts responsibility for any and all costs for the relocation and/or lowering of any line/pipeline crossing or access road should the same be required as a result of work conducted or to be conducted on the highway/road allowance by the Party of the First Part.

5. All pipelines shall be installed in accordance with regulations under the Pipeline Act, the Rural Gas Act, the Energy Resources Conservation Board, and the Canadian Standard Association and as herein described.
6. Where a pipeline is to be placed parallel to a highway, it shall not, at any point, be nearer than thirty (30) meters of the boundary of such highway, unless otherwise approved by Council or an official of the Municipal District.
7. Where a pipeline is to be placed across the highway:
 - i. It shall be located so as to be at or near right angles (Ninety (90) degrees) to the highway unless otherwise approved by Council or an official of the Municipal District.
 - ii. It shall be placed at the depth of not less than 1.4 meters below the lowest portion of the ditch, or at a depth of not less than 2.3 meters below the center line of a graded portion of the highway, whichever proves the greatest earth cover and such depth shall be maintained throughout the entire width of the highway right-of-way without any mechanical joints or horizontal or vertical bends therein unless otherwise approved by Council or an official of the Municipal district.
 - iii. It shall be constructed in such a manner so as not to disturb the road grade (shoulders and travel portion) unless otherwise approved by Council or and official of the Municipal District.
8. Where a pipeline carrying sweet gas for rural distribution is to be placed across an unimproved highway right-of-way, it may be placed at a depth of not less than eighty (80) centimeters, however, the pipeline owner shall assume full liability for the lowering of the pipeline, in accordance with applicable standards, in the event of and whenever sewage and highway improvements require the lowering of such pipeline.
9. The said excavation or disturbance of the highway shall cease and determine on the day of month A.D. 20 yr, and thereafter no such excavations or disturbances shall be carried out save such as may be authorized under a new and further Agreement between the parties.
10. This Agreement shall be deemed to continue until the terms and conditions herein are completed to the satisfaction of the Party of the First Part, or its officers or agents.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO CAUSED THEIR RESPECTIVE SIGNATURES TO BE AFFIXED THROUGH THEIR RESPECTIVE AGENTS IN THAT REGARD.

Westlock County

company/individual name here