

**PERMIT TO CROSS HIGHWAY WITH A PIPELINE  
SCHEDULE "A" TO BY-LAW NO. 2916**

DATED AT GRANDE PRAIRIE IN THE PROVINCE OF ALBERTA THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_.

WHEREAS \_\_\_\_\_  
(Company Name)

OF \_\_\_\_\_  
(Address)

(Hereinafter referred to as "the Applicant") has applied to the County of Grande Prairie No. 1 (hereinafter referred to as "the County") for permission to construct a pipeline beneath and /or adjacent to a public highway under the control and management of the County, and as more particularly shown on the plan deposited with such application, and at the following location (s):

**NOW THEREFORE**, the County does hereby, in consideration of the Applicant observing the covenants and conditions hereinafter set forth, grant unto the Applicant the right, privilege and license to construct the pipeline.

1. **THAT** the right, privilege and license is hereby granted by the County to the Applicant for the purpose of the laying down, replacing, repairing, maintaining, inspecting, operating and removing of the Applicant's pipeline within the highway crossing. The Applicant shall not, however, alter the said pipeline unless notice has been given to the County.
2. **THAT** the Applicant shall construct the said pipeline by boring or push pipe methods beneath the surface of the highway and all responsibility for the free and safe passage of traffic on the highway during construction and maintenance of the pipeline shall rest with the Applicant. Where it is required that traffic be detoured around any road allowance construction area, on account of the construction of a crossing by the Applicant, a detour shall be provided by the Applicant and shall be adequately maintained, with ample lights, flares, barricades and warning signs and devices being erected throughout and adjacent to the construction area. At the discretion of County Public Works staff undeveloped highway right-of-ways may be crossed by the applicant using the open cut method of crossing.
3. **THAT** any high pressure pipeline installed beneath the highway right-of-way shall, unless particular CSA pipe is used, be encased in a continuous outer casing of sufficient size and strength to prevent cracking or breaking under load of stress and to permit the withdrawal and renewal of the said pipeline without interfering with the subgrade of the highway right-of-way. The casing shall be on both sides of the highway right-of-way. (Minimum twenty (20) meters for Local Roads defined as any internal Subdivision road, thirty (30) meters for Main Roads defined as any original Township or Range Road developed or un-developed, and forty (40) meters for Secondary Roads). The depth of the pipeline at the ditch bottom must be maintained through the applicable extended boundary width.
4. **THAT** the Applicant shall not excavate for any part of the said pipeline closer than four (4) meters from the edge of the highway pavement or shoulder, nor shall material or equipment be stored within this area or on the highway surface.

5. a) **THAT** at a crossing where a low pressure plastic pipeline is installed by the Applicant, the said plastic pipeline must be placed at a minimum depth of 2.1336 meters (7 feet) below the depth of the existing ditch bottom adjacent to the highway. The depth of such pipeline shall be continuously maintained at 2.1336 meters (7 feet) below the depth of the ditch bottom for the entire width of the road allowance, or, at a minimum, for the distance referenced in # 3 above. If no ditch exists, the minimum depth of such pipeline shall be 2.1336 meters (7 feet) below grade.
- b) **THAT** at a crossing where a high pressure steel and/or aluminum pipeline is installed by the Applicant, the said pipeline must be placed at a minimum depth of 2.1336 meters (7 feet) below the depth of the existing ditch bottom adjacent to the highway. The depth of such pipeline shall be continuously maintained at 2.1336 meters (7 feet) below the depth of the ditch bottom for the entire width of the road allowance, or, as a minimum, for the distance referenced in #3 above. If no ditch exists, the minimum depth of such pipeline shall be 2.1336 meters (7 feet) below grade.

and further, **THAT IN ALL CASES**, the said pipeline shall be laid at sufficient depth so as not to interfere with the grade lines on the highway, ditch or drainage that may be necessary in the construction and maintenance of the highway.

6. **THAT** the Applicant shall construct the crossing so that:
  - a) the pipeline crosses the highway as nearly as possible at a ninety (90) degree angle;
  - b) bends shall not be permitted within 8.0m outside of highway right-of-way limits, measured at right angles to the highway right-of-way.
7. **THAT** the crossing shall be restored by the Applicant as nearly as possible to its original condition including but not limited to landscaping, seeding and gravelling. It shall be to the satisfaction of the County and the Applicant shall maintain the crossing to the continued satisfaction of the County.
8. **THAT** the Applicant shall be responsible for properly marking the crossing with warning signs. All such warning signs shall be placed and maintained on each side of the highway to identify the crossing location.
9. **THAT** the pipeline not be installed/constructed nearer than thirty (30) meters paralleling any highway boundary except with the written consent of the County. If the County grants such consent, the Applicant shall be responsible for relocating the pipeline at no expense to the County whenever reasonably required by the County for any purpose, including highway construction, drainage ditches, or otherwise.
10. **THAT** the Applicant agrees to relocate the pipeline within the existing right-of-way upon receipt of at least ninety (90) days written notice from the County and provided that the relocation of the line is reasonably required by the County.
11. **THAT** nothing contained in the Agreement shall be deemed to limit or in any manner prohibit the County from fully using and enjoying any portions of the said highway where the crossing has been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the Applicant is strictly limited to the rights expressly granted herein to the said Applicant.
12. **THAT** the Applicant agrees to at all times hereinafter indemnify and keep the County indemnified against all action, claims and damages that may be lawfully brought or made against the County by reasons of anything done by the Applicant, its' agents or contractors, in the exercise or purported exercise of the rights, privileges and licenses herein granted to the Applicant.

13. **THAT** the Applicant agrees to provide to the County prior to the commencement of construction of the crossing, **SIXTY (60) HOURS** notice of its' intention to commence construction.
14. **THAT** if at any time, it is shown to the satisfaction of the County that the conditions hereinafter set forth are not being strictly complied with by the Applicant, **TEN (10) DAYS** notice may be given to the applicant by the County, within which to comply with the said conditions and upon failure to do so within the said ten (10) days, then any rights or privileges hereby granted shall at once cease and terminate and the Applicant shall be deemed to have constructed and to operate the said pipeline without any permission or authorization from the County. If any deficiency of work has occurred or any restoration, rehabilitation or reclamation is required, then the County may undertake or arrange for the same to be done and all costs of the County incurred in order to complete the deficiency of work or restoration, rehabilitation or reclamation shall be a claim in respect of which the County may, by action, enforce.
15. **THAT** in the case of breakage of the Applicant's pipeline or other emergency, no prior written notice shall be required to be given to the County for the Applicant to enter a road allowance to attend to the emergency, but the County shall in instances, be advised forthwith of such emergency.
16. Subject to Clause 17.1, the Applicant shall not assign this agreement without the prior written consent of the County, which consent shall not be unreasonably withheld.
  - a) The Applicant may, without the prior written consent of the County, assign this agreement by way of security to any lender providing the financing to the Applicant.
17. **THAT** this permit does not excuse violation of any other County By-law or Provincial Act or Regulation, which may affect this project.
18. **THAT** this permit is issued subject to the approval of the County Superintendent of Public Works.
19. **THAT** the Applicant at the Applicant's cost shall locate the line and provide surface markers confirming the location, or if requested to make the line visible, to locate and expose the line by hydrovacating, confirming the location to the County's satisfaction, whenever reasonably required by the County.
20. **THAT** the County may from time to time, allow open cut on designated highways.
21. **THAT** the Applicant, immediately following completion of this pipeline construction, shall contact the County Superintendent of Public Works for rehabilitation inspection.

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**AUTHORIZED OFFICER**  
**COUNTY OF GRANDE PRAIRIE NO. 1**

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**APPLICANT**