

Policy No. Roads 7/2001
CROSSING AGREEMENT
____ - 20 ____

THIS AGREEMENT made as of this ____ day ____ of A.D. 2001

BETWEEN:

(hereinafter called the "Grantee")
OF THE FIRST PART

-and-

RURAL MUNICIPALITY OF MOOSE CREEK NO.33
(hereinafter called the "Grantor")

OF THE SECOND PART

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WHEREAS the Grantee has acquired a right-of-way in the lands legally described as:

as shown outlined in Schedule "A" hereunto attached and has constructed one or more pipelines therein as marked on Schedule "A" hereto (hereinafter referred to as the "Grantee's pipeline")

WHEREAS the Grantee desires to construct a Pipeline across the road allowances shown on Schedule "A" (hereinafter referred to as the "crossing area")

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar now paid by the Grantee to the Grantor and subject to the terms and conditions hereinafter expressed,

The Grantor hereby covenants and agrees with the Grantor as follows:

1. The Grantor, subject to the terms and conditions hereof and insofar as it has the legal right to do so, hereby grants to the Grantee the right, privilege and liberty to construct the pipeline across the Grantor's road allowance.
2. The Grantee's pipeline shall be constructed across the Grantor's road allowance subject to all conditions as stipulated in this agreement, unless otherwise agreed to by the Grantor.
3. The Grantee shall not commence any work whatsoever in the crossing area prior to submitting to the Grantor and obtaining the written approval of the Grantor of the plan and profile of the proposed location of the Grantee's pipeline across the crossing area.

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4. The Grantee agrees to notify the Grantor's Administrator prior to commencing operations and to keep him informed of operations as he may require. The Administrator is:

Cal Shaw
Box 10 Alameda, SK.
S0C 0A0
306-489-2044
306-489-2112 fax

5. The Grantee covenants and agrees with the Grantor that, with respect to any work which has to be carried out on the Grantor's road allowance, or in or on the crossing area as a result of the proposed pipeline construction, the Grantee shall:

- a) pay for all the materials, equipment and labour;
- b) notify the Administrator at least forty-eight (48) hours before commencing and construction, removal, repair or maintenance of the pipeline (herein referred to as "pipeline work"). Notice shall not include time on Saturdays, Sundays, or statutory holidays.
- c) repair the roadway within forty-eight (48) hours of becoming aware of the need for repair if the roadway settles or otherwise requires repair due to the pipeline work. If the Grantor performs the repair the costs of the repair shall be paid to the Grantor by the Grantee:
 - a) if the Grantor has given notice to the Grantee of the need for repair and the Grantee has not repaired the roadway within forty-eight (48) hours of being notified; or
 - b) if immediate repair is necessary and the Grantor gives notice to the Grantee as soon as it is reasonably possible.
- d) install the pipeline across developed road allowances, as identified on Schedule "A", by a jacking or boring method with the top of the pipeline being a minimum of five (5) feet below the ditch bottom for at least one hundred (100) feet on either side of the Center line of the road.
- e) install the pipeline across undeveloped road allowances, as identified on Schedule "A", by a jacking, boring, or open trench method with the top of the pipeline being a minimum of eight (8) feet below the natural ground for at least one hundred (100) feet on either side of the center line of the road allowance.

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- f) shall supply and maintain suitable identification signs at the intersection of each public highway and pipeline crossing. The signs shall be placed at each limit of the right-of-way and 60 cm north and/or west of the pipeline center line. The signs shall indicate the following:

Name of Owner

Warning Notice

Commodity being transported.

- g) provide traffic accommodation so as to ensure the safe passage of traffic while pipeline work is being performed.
- h) restore the surface of the right-of-way as nearly as possible to its condition prior to the installation and re-establish native grasses.
- i) when the pipeline is installed by the open trench method, backfill the trench layers not exceeding 300 millimeters in depth and where the roadway surface is graveled the top 150 millimeters of backfill shall be gravel. Each layer shall be mechanically tamped until no further settlement is evident.
- j) when the roadway is constructed or re-constructed, pay for;
- 1) the cost of locating , lowering or re-locating the pipeline if required by the Grantor in accordance with good engineering and construction practices.
 - 2) the cost of installing or re-locating buried cathodic protection test leads if required.
 - 3) the cost of installing or re-locating any pipeline identification signs that may be required
- k) comply with all laws governing the pipeline and the transportation of material in the pipeline
- l) save harmless and keep indemnified the Grantor, its employees, agents, contractors, and successors from any and all actions, causes of action, claims, demands for, upon and by reason of death or injury to person or loss of damage to property which may be sustained in consequence of the construction of the pipeline or its existence as permitted by this agreement.

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6. The Grantee covenants and agrees to maintain its pipeline in good order and condition and carry out all necessary repairs from time to time.
7. The Grantor shall have the right to enter upon the crossing area to carry out repairs, construct and/or re-construct its road. The Grantor shall give at least five (5) days written notice to the Grantee of its intent to construct or re-construct the road.
8. The Grantee shall be liable for and shall pay all taxes, rates and assessments of every description and kind whatsoever that may be imposed by any lawful authority by reason of the presence of its crossing or by reason of this Agreement and shall indemnify and save harmless the Grantor from and against all such taxes, rates and assessments.

Handwritten signature and initials

9. **USE AT OWN RISK AND INDEMNITY**

- a) The Grantee and its employees, servants, agents and contractors and subcontractors shall use the crossing area at their sole risk. The Grantor shall not be liable for any loss, damage or injury whatsoever suffered or sustained by any of them.
- b) The Grantee shall indemnify and save harmless the Grantor, its directors, officer, employees, servants, agents, contractor and subcontractors for and against any and all cost, expenses, damages and liabilities sustained or incurred by any of them arising out of, directly or indirectly;
 - i) any failure by the Grantee, its employees, servants, agents, contractors or subcontractors to perform or comply with any of the covenants, obligations, terms or conditions of this Agreement; or
 - ii) any negligent act or omission of the Grantee, its employees, servants, agents, contractors or subcontractors
- c) The Grantor shall indemnify and save harmless the Grantee, its directors, officers , employees, servants, agents, contractors and subcontractors from and against any and all costs, expenses, damages and liabilities sustained or incurred by any of them arising out of, directly or indirectly;
 - i) any failure by the Grantee, its employees, servants, agents, contractors or subcontractors to perform or comply with any of the covenants, obligations, terms or conditions of this Agreement; or
 - ii) any negligent act or omission of the Grantor, its employees, servants, agents, contractors or subcontractors.

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10. **REMEDY ON DEFAULT**

In the case of default by the Grantee in carrying out any of the provisions of this Agreement, the Grantor may give five (5) days notice thereof to the Grantee to rectify the same, and the Grantee covenants and agrees to proceed with due diligence to carry out rectification of the same. If the Grantee fails to proceed to remedy such default within the said five (5) days period the Grantor may (but is not obligated to) take the necessary steps to remedy such default and the Grantee shall be liable for and shall pay all costs and expenses incurred by the Grantor in so doing.

11. **ADDRESS OF PARTIES**

Every notice provided for in this Agreement shall be in writing and each such notice shall be directed to the party to whom given, made or delivered at such party's address as follows:

GRANTEE:



GRANTOR: **RURAL MUNICIPALITY OF MOOSE CREEK NO.33**
P.O. Box 10
Alameda, Saskatchewan
S0C 0A0
Attention: Cal Shaw, Administrator

12. **CONFORMANCE WITH REGULATIONS AND CONDITIONS**

Each of the parties in laying, erecting, construction, repairing or removing any pipeline or pipelines, structure, work or thing, in, over or under the lands and in the preparation and maintenance of such pipeline or pipelines, structure, work or thing, shall and will at all times comply fully with all laws, regulations, rules, orders, plans and specifications of competent governmental authority from time-to-time and for the time being in force and effect in respect hereof or relevant thereto.

13. **COMPLETE AGREEMENT**

This Agreement sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings whether written or oral between the parties.

14. **ASSIGNMENT**

- a) The Grantee shall not assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the Grantor first hand and obtained, provided however that nothing in this clause contained shall preclude the Grantee from including this Agreement and its interest herein in any mortgage, charge or hypothecation for the purpose of financing.
- b) Subject to the terms hereof, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

IN WITNESS whereof the parties have executed this Agreement as of the day
and year first above written.

COPY

Per: _____

Witness

RURAL MUNICIPALITY OF MOOSE CREEK NO.33

Per: _____

SEAL

Per: _____

Date: _____

[Handwritten signatures]