

ROAD CROSSING PIPELINE AGREEMENT

THIS AGREEMENT made this ____ day of _____, _____.

BETWEEN:

COMPANY
(hereinafter called "the Company")

- and -

GRANTEE
(hereinafter called "the Grantee")

WHEREAS the Company has registered interests with respect to tracts of land situated in the Province of Alberta, being a Pipeline Right-of-Way in the full land description (hereinafter referred to as the "Lands"); and

WHEREAS the Grantee desires the right to construct, repair, maintain or remove roadways (hereinafter referred to as the "Grantee's Road") within, over and across that portion of the Company's pipeline right-of-way and the Company's pipeline or pipelines which are laid in the Company's pipeline right-of-way (hereinafter referred to as the "Company's Pipeline") on the Lands as outlined on the plan attached hereto as Schedule "A" to this Agreement (hereinafter referred to as the "Crossing Area").

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms and mutual covenants contained herein, the Company and the Grantee hereby covenant and agree as follows:

1. **Grant of Rights**

The Company, subject to the terms and conditions hereof and insofar as it has the legal right to do so, grants to the Grantee the right to enter the Crossing area for the purposes of constructing, repairing, maintaining or removing the Grantee's Road in the Crossing Area. The Company agrees not to revoke such right, except for default of the Grantee with respect to its obligations to the Company.

2. **Location and Staking of Existing Pipelines**

The Grantee shall manually locate all buried pipelines (the Company's Pipeline) within the Crossing Area and accurately mark the same by placing two (2) clearly visible signs with respect to each such pipeline, one at each point where any such pipeline enters and leaves the Crossing Area, which signs shall indicate the presence of such pipelines.

3. **Location and Verification of Depth of Burial of the Company's Pipeline**

The Grantee shall accurately locate the Company's Pipeline both laterally and vertically, within the Crossing Area by hand exposure of the Company's Pipeline and clearly mark such location and depth for a distance of eight (8) metres beyond both boundaries of the Crossing Area by flagging at three (3) metre intervals.

4. **Plan and Profile**

The Grantee shall construct the Grantee's Road across the Crossing Area in accordance with the Road Crossing Plan attached hereto as Schedule "B" to this Agreement. The Grantee's Road shall be installed in accordance with sound road building practice and in such a manner that it shall not result in reduced clearance between existing ground level and the Company's Pipeline.

5. **Construction of the Grantee's Road**

With respect to any work carried out by the Grantee in the Crossing Area and with respect to the Grantee's Road, the Grantee shall:

- a. give to the Company at least forty-eight (48) hours' notice before commencement of construction, repair, maintenance or removal of the Grantee's Road (the "Work") in the Crossing Area, by contacting the Company's rep., address, phone, etc.;
- b. give prompt notice to the Company of any breach of this Agreement or any damage having been done to the Company's Pipeline;
- c. not, except in an emergency, do any work to repair damage to the Company's Pipeline, whether or not such damage was caused by the Grantee;
- d. provide at the Grantee's cost, all materials, services, equipment and labour to do the Work;
- e. do the Work to the satisfaction of the Company and permit the Company to have a representative present to inspect such Work;
- f. install and maintain suitable permanent markers indicating the location of the Company's Pipeline in the Crossing Area;
- g. carry out all Work in a proper and diligent manner;
- h. not store, park, or drive any equipment, materials or vehicles over the Crossing Area except as necessary in the actual installation of the Grantee's Road;
- i. not permit heavy equipment, including but not limited to, graders, trucks, large compactors and bulldozers, to operate over any part of the Company's Pipeline unless a minimum of two (2) metres of sound, stable overburden is present over the Company's Pipeline. Should any stripping of soil be necessary below the minimum of two (2) metre cover requirement, the area above the Company's Pipeline and zero point six (0.6) metre to each side of the Company's Pipeline must be removed by hand tools;
- j. provide the Company with the name of the Grantee's representative on site and give to the Company, before commencing such Work, the name of any contractor and the sub-contractor carrying out operations on or across the Grantee's right-of-way on behalf of the Grantee and the name of their respective on-site representatives;
- k. not carry out any unnecessary excavation including, but not limited to, the burial of debris in the Crossing Area;
- l. maintain a minimum of one point nine (1.9) metres of cover on top of the Company's Pipeline in the bar ditches and finished ditch and two point four (2.4) metres of cover on top of the Company's Pipeline within the finished carriage way;
- m. provide adequate rip rap material as dictated by soil conditions and construct adequate fences to protect the Company's Pipeline if requested by the Company;
- n. not permit compaction of any backfill which may be less than thirty (30) inches above the Pipeline unless a hand operated drum compactor is used;
- o. adhere to and comply with any additional reasonable requests made by the Company's representative;

- p. maintain a copy of this Agreement in its possession on the job site during all phases of construction and ensure that its contractor(s) also have a copy of this Agreement in its or their possession at the job site during the performance of the Work; and
- q. conform to and comply with all terms and conditions of this Agreement and all statutes, laws, regulations, governmental orders, rules, plans, specifications and directives of competent government authority for the time being and from time to time in force affecting the Company's Pipeline, the Grantee's Road, the Crossing Area and the Work.

THIS IS A 7-PAGE FORM.