



Your File No.: _____

Our File No.: _____

PERMIT TO CONSTRUCT PIPELINE

DATED AT RED DEER IN THE PROVINCE OF ALBERTA THIS _____ DAY OF _____

WHEREAS _____
(Company Name)

OF _____
(Address)

(Hereinafter referred to as "the Applicant") has applied to Red Deer County (hereinafter referred to as "the County") for permission to construct a pipeline beneath and/or adjacent to a utility Right of Way 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 purposes of the laying down, replacing, repairing, maintaining, inspecting, operating and removing of the Applicant's pipeline within the utility right of way 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 utility right of way. 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. Undeveloped road allowances may be crossed using the open cut method of crossing.
3. **THAT** the Applicant shall not excavate for any part of the said pipeline closer than four (4) meters from the edge of the utility right of way, nor shall material or equipment be stored within this area or on the utility right of way surface.

4. a) **THAT** at a crossing where a low pressure plastic pipeline is installed by the Applicant, and said plastic pipeline must be placed at a minimum depth of 2.1336 meters (7 feet) below the existing ditch bottom adjacent to the utility right of way. The depth of such pipeline shall be continuously maintained at 2.1336 meters (7 feet) for the entire width of the utility right of way.
- 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 existing ditch bottom adjacent to the utility right of way. The depth of such pipeline shall be continuously maintained at 2.1336 meters (7 feet) for the entire width of the utility right of way.

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 utility right of way, ditch or drainage that may be necessary in the construction and maintenance of utility right of way.

5. **THAT** the Applicant shall construct the crossing so that:
 - a) the pipeline crosses the utility right of way as nearly as possible at a ninety (90) degree angle;
 - b) the pipeline shall contain no bends, either horizontal or vertical, that portion of the pipeline passing under the utility right of way.
6. **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.
7. **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 utility right of way to identify the crossing location.
8. **THAT** the pipeline not be installed/constructed nearer than thirty (30) meters paralleling any utility right of way 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 road construction, drainage ditches, or otherwise.
9. **THAT** the Applicant agrees to relocate the pipeline within the existing right of way upon receipt of at least sixty (60) days' written notice from the County and provided that the relocation of the line is reasonably required by the County.
10. **THAT** nothing contained in this Agreement shall be deemed to limit or in any manner prohibit the County from fully using and enjoying any portions of the said roadway/road allowance 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.
11. **THAT** the Applicant agrees to at all times hereinafter indemnify and keep the County indemnified against all actions, 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.

12. **THAT** the Applicant agrees to provide, prior to the commencement of construction of the crossing and within **TEN (10) DAYS** of being requested to provide by the County, security in the minimum amount of \$1,000.00 per crossing, or, a revolving security in the amount of \$10,000.00 for a number of crossings, in the form of cash, certified cheque, performance bond, or letter of credit, as the County may, in its discretion, request.
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 hereinbefore 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 determine and the Applicant shall be taken to have constructed and to operate the said works 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 to 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 utility right of way to attend to the emergency, but the County shall in said instances, be advised forthwith of such emergency.
16. Subject to Clause 16.1, the Applicant shall not assign this agreement without the prior written consent of the County, which consent shall not be reasonably withheld.
 - 16.1 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 Bylaw or Provincial Act or Regulation which may affect this project.
18. **THAT** this permit is issued subject to the approval of the County Director of Operations.
19. **THAT** the Applicant, at the Applicant's cost, shall locate the line and provide surface markers confirming the location whenever reasonably required by the County.
20. **THAT** the County may from time to time, allow open cut on designated right of ways.
21. **THAT** the Applicant, immediately following completion of this pipeline construction, shall contact the County Director of Operations for rehabilitation inspection.

RED DEER COUNTY

APPLICANT

Operations Services Director

Name/Title