

SCHEDULE "A"  
WESTLOCK COUNTY

**ROAD DISTURBANCE AND/OR CROSSING AGREEMENT**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019, at the Town of Westlock, in the Province of Alberta,

BETWEEN:

WESTLOCK COUNTY  
(of the First Part)

AND

(of the Second Part)

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

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. No open excavation across roadway.
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.

Road Disturbance and/or Crossing Agreement  
SCHEDULE "A" - Page 2

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 County.
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 County.
  - ii. It shall be placed at the depth of not less than 1.5 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 County.
  - 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 an official of the County.
8. The said excavation or disturbance of the highway shall cease and determine on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 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.
9. 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 it's 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