

**Grantor and Grantee Information**

Grantor Tracking No.: \_\_\_\_\_ Grantee reference no.: \_\_\_\_\_

**Grantor Information**

(Enbridge entity granting consent)

Enbridge entity(ies): \_\_\_\_\_

Address for notice: \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

**Grantor Field Representative Information**

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

**Grantee Information**

(Owner of proposed facility requesting consent)

Company name: \_\_\_\_\_

Address for notice: \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

**Grantee Field Representative Information**

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

**Drawings, Activities and Vehicle Information**

Refer to Schedules A and B.

**Scope of Work:**

\_\_\_\_\_  
 \_\_\_\_\_

**Crossing and Encroachment Consent**

It is hereby acknowledged that Grantee requests permission for permanent installation and/or temporary activities within and/or in proximity to Grantor’s Facility and/or Grantor’s Lands. Grantor grants its consent to Grantee to do work subject to the following terms and conditions:

- Grantee understands and agrees to the Terms and Conditions as set forth in this document, including Schedule A and Schedule B, as applicable.
- In accordance with the Canadian Energy Regulator Pipeline Damage Prevention Regulations – Authorizations Section 10, the Pipeline Regulation (Alberta) - Pipeline Rules Section 60(2) or the Pipeline Crossings Regulation (British Columbia) Section 2(3)(a) as applicable, Grantee shall, prior to construction, contact the appropriate One-Call provider by visiting [www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com) or by calling one of the numbers listed below: Choose an item.
- Grantee shall provide three working days’ notice to Grantor’s representative, before beginning any ground disturbance within 30 m (100 ft) of Grantor's Facility, unless waived by Grantor
- The signatory is authorized to sign this consent on behalf of Grantee.
- Expiration date as set out in this Consent or applicable Schedule.

Agreed to by:

**Grantee**

Per \_\_\_\_\_  
 \_\_\_\_\_  
*Print name and title*

**Enbridge Authorization**

Agreed and consented this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**Grantor**

Per \_\_\_\_\_  
 \_\_\_\_\_  
*Print name and title*

## Terms and Conditions

**WHEREAS** Grantor owns the Grantor’s Lands at the location and/or holds one or more rights-of-way for Facilities on such Lands and/or owns Facilities within the Grantor’s Lands identified in Schedule A; and

**WHEREAS** Grantee has requested, and Grantor hereby grants permission to, Grantee to perform certain Work and/or Activities on Grantor’s Lands, including the Crossing Area, in accordance with the terms and conditions as described herein and in Schedule A and Schedule Bas applicable.

**AND WHEREAS** the Parties wish to define their respective rights, obligations and liabilities with respect to their operations in the Crossing Area

### Applies to Facilities regulated by the Canada Energy Regulator

**WHEREAS** Grantor owns and operates, a pipeline transportation system within Canada pursuant to the Canadian Energy Regulator Act, SC 2019, c 28, s 10, as amended or replaced from time to time (the “CER Act”) and administered by the Canada Energy Regulator (CER).

**WHEREAS** the Canadian Energy Regulator Pipeline Damage Prevention Regulations – Authorizations, establishes the requirements for authorization of the activities near the pipeline and construction of a Facility across, on, along or under the pipeline, including the placement of a Facility on the pipeline.

**WHEREAS** the Canadian Energy Regulator Pipeline Damage Prevention Regulations – Obligations of Pipeline Companies, defines a set of responsibilities for the pipeline company which are necessary to ensure safety during activities near the pipeline.

### Applies to Facilities regulated by the Alberta Energy Regulator

**WHEREAS** Grantor owns and operates a pipeline transportation system within the Province of Alberta pursuant to the Pipeline Act R.S.A. 2000, c.P-15 and its regulations and directives as amended or replaced from time to time (the Pipeline Act) and administered by the Alberta Energy Regulator (AER);

**WHEREAS** the Pipeline Rules set out the requirements for authorization of Ground Disturbance activities within the Controlled Area of a pipeline;

**WHEREAS** the Pipeline Rules set out the responsibilities of the Pipeline licensee which are necessary to ensure safety during Ground Disturbance activities within the Controlled Area of a Pipeline;

### Applies to Facilities regulated by the British Columbia Oil & Gas Commission

**WHEREAS** Grantor owns and operates a pipeline transportation system within the Province of British Columbia pursuant to the Oil and Gas Activities Act, SBC 2008, c 36 and its regulations and directives as amended or replaced from time to time (the OGA Act) and administered by the British Columbia Oil and Gas Commission.

**WHEREAS** the OGA Act sets out the requirements for authorization of Ground Disturbance or construction activities along, over or under a pipeline within a prescribed distance of a pipeline.

**NOW THEREFORE THIS CONSENT WITNESSES** that in consideration of the premises, mutual covenants and Consents herein contained, the Parties agree that their respective operations in the Crossing Area shall be governed by this Consent as herein described.

## 1. DEFINITIONS

- a) “Abandoned Pipeline” means a pipeline taken out of service permanently but left in place.
- b) “Activities” means temporary activities conducted by Grantee including without limitation temporary workspace, temporary access and temporary equipment/vehicle crossings.
- c) “Applicable Laws” means any codes, statutes, regulations, permits, licenses, orders and directives of any governmental authority having jurisdiction.
- d) “Claims” means any and all losses, costs, expenses, demands, suits, fines, penalties, damages, actions and/or causes of action.
- e) “Consent” means this Crossing Consent and the Schedules attached to it including any amendments thereto;
- f) “Contaminated Material” has the meaning given to it in Article 9, ENVIRONMENTAL OBLIGATIONS herein.
- g) “Crossing Area” means the area of Grantor’s Lands outlined on the first page of this Consent and in Schedule B where Grantee’s Facility crosses Grantor’s Lands and/or where Grantee’s Work and/or Activities are taking place.
- h) “Emergency” means an unexpected situation that could endanger life or cause substantial property or environmental damage that requires immediate action.
- i) “Excavation” means any activity, mechanical or otherwise, that causes or would cause Ground Disturbance upon Grantor’s Lands.
- j) “Grantee Group” means Grantee, its affiliates and subsidiaries and each of their employees, directors, officers, agents, representatives, contractors, subcontractors, suppliers and service providers (including any self-employed persons) at any tier, that performs any portion of the Work and/or Activities on Grantor’s Lands.
- k) “Grantee” means the owner of proposed facility requesting consent as identified on the first page of this Consent.
- l) “Grantee's Facility” means the Facility to be constructed by Grantee upon, above or below Grantor’s Lands within the Crossing Area.
- m) “Grantor” means the Enbridge entity granting consent as identified on the first page of this Consent.
- n) “Grantor Indemnified Parties” has the meaning given to it in Section 11.2 herein.
- o) “Lands” means the lands described in Schedule “A” attached hereto in which Grantor is the registered owner or the specific area of land in which Grantor has an interest by easement agreement, right-of-way agreement, lease agreement or otherwise.

- p) “Parties” means collectively Grantor and Grantee.
- q) “Party” means Grantor or Grantee to this Consent.
- r) “Pipe” means a pipe that is part of a pipeline and that is used or is to be used for the transmission of hydrocarbons or any other commodity.
- s) “Work” means any and all activity performed by Grantee Group on Grantor’s Lands, including the Crossing Area, and more particularly described on the first page of this Consent and in Schedule B.

#### CER Act Specific Definitions

- a) “Facility” means any structure, highway, private road, railway, irrigation ditch, drain, drainage system, sewer, dike, telephone line, telegraph line, telecommunication line, and line for the transmission of electricity or pipe for the transmission of hydrocarbons or any other substance;
- b) “Grantor's Facility” means a pipeline — including all branches, extensions, tanks, reservoirs, storage or loading facilities, pumps, racks, compressors, interstation communication systems, real or personal property, or immovable or movable, and any connected works — that connects at least two provinces or extends beyond the limits of a province, Sable Island or an area referred to in paragraph (c) of the definition *designated area* in Section 368 of the Act and that is used or is to be used for the transmission of oil, gas or any other commodity. It does not however include a sewer or water pipeline that is used or is to be used solely for municipal purposes.
- c) “Ground Disturbance” means a ground disturbance other than one that:
  - (i) is caused by any activity that is specified in the orders or regulations made in respect of pipelines under section 335 of the Act or made in respect of international or interprovincial power lines under Section 275 of the Act;
  - (ii) is, in relation to a pipeline, caused by cultivation to a depth of less than 0.45 m below the surface of the ground; or
  - (iii) is, in relation to a pipeline, caused by any other activity to a depth of less than 0.3 m and that does not result in a reduction of the earth cover above the pipeline to a depth that is less than the cover provided when the pipeline was constructed.

#### Pipeline Act Specific Definitions - AER

- a) “Controlled Area” means a strip of land on each side of the Pipeline within the distance or distances from the pipeline prescribed in the Pipeline Rules (which shall be 30 m) and without limitation, includes land that comprises the right of way -held for the construction of a Pipeline or for or incidental to the operation of a Pipeline under:
  - (i) A lease, easement, consent or other Consent;
  - (ii) A right of entry order as defined in the Surface Rights Act or a right of entry order under Part 4 of the Metis Settlement Act; or
  - (iii) A certificate of approval obtained for the purpose of a Pipeline under the Expropriation Act before January 1, 1977.
- b) “Facility” means:
  - (i) any structure that is constructed or placed on or in the right-of-way within the Lands (concrete slab, concrete conduit, retaining wall, special fences such as chain link, etc.); and
  - (ii) any highway, private road, railway, irrigation ditch, drain, drainage system, sewer, dike, telephone line, telegraph line, telecommunication line, and line for the transmission of electricity or pipe for the transmission of hydrocarbons or any other substance;
- c) “Grantor's Facility” means a Pipeline that is used or to be used for the transmission of oil, gas or any other commodity and includes all branches, extensions, tanks, reservoirs, storage facilities, pumps, racks, compressors, loading facilities, interstation systems of communication by telephone, telegraph or radio and real and personal property, or immovable and movable, and works connected to them;
- d) “Ground Disturbance” means any work, operation or activity that results in a disturbance of the earth including, without limitation, excavating, digging, trenching, plowing, drilling, tunneling, augering, backfilling, blasting, topsoil stripping, land levelling, peat removing, quarrying, clearing and grading, but does not include:
  - (i) except as otherwise provided in subclause (ii), a disturbance of the earth to a depth of less than 0.3 m that does not result in a reduction of the earth cover over the pipeline to a depth that is less than the cover provided when the pipeline was installed,
  - (ii) cultivation to a depth of less than 0.45 m below the surface of the ground, or
  - (iii) any work, operation or activity that is specified in the Pipeline Regulation not to be a ground disturbance;
- e) “Pipeline” means a pipe used to convey a substance or combination of substances, including installations associated with the pipe, but does not include:
  - (i) a pipe used to convey water other than water used in connection with:
  - (ii) (A) a facility, scheme or other matter authorized under the Oil and Gas Conservation Act or the Oil Sands Conservation Act, or
  - (iii) (B) a coal processing plant or other matter authorized under the Coal Conservation Act,
  - (iv) a pipe used to convey gas, if the pipe is operated at a maximum pressure of 700 kilopascals or less, and is not used to convey gas in connection with a facility, scheme or other matter authorized under the Oil and Gas Conservation Act or the Oil Sands Conservation Act, or
  - (v) a pipe used to convey sewage;

### OGA Act Specific Definitions

- a) "Facility" means a system of vessels, piping, valves, tanks and other equipment that is used to gather, process, measure, store or dispose of petroleum, natural gas, water or a substance referred to in paragraph (d) or (e) of the definition of "pipeline".
- b) "Grantor's Facility" means a "pipeline" as defined below.
- c) "Ground Disturbance" means a ground activity that includes any Work, operation or activity that results in a disturbance of the earth, including a mining activity as defined in section 1 of the Mines Act (British Columbia), but not including:
  - (i) cultivation to a depth of less than 45 cm below the surface of the ground, or
  - (ii) a disturbance, other than cultivation referred to in paragraph (a), of the earth to a depth of less than 30 cm;
- d) "pipeline" means piping through which any of the following is conveyed:
  - (i) petroleum or natural gas;
  - (ii) water produced in relation to the production of petroleum or natural gas or conveyed to or from a facility for disposal into a pool or storage reservoir;
  - (iii) solids;
  - (iv) substances prescribed under section 133 (2) (v) of the Petroleum and Natural Gas Act (British Columbia);
  - (v) other prescribed substances, and includes installations and facilities associated with the piping, but does not include
  - (vi) piping used to transmit natural gas at less than 700 kPa to consumers by a gas utility as defined in the Gas Utility Act (British Columbia),
  - (vii) a well head, or
  - (viii) anything else that is prescribed by the OGA Act.

### 2. METHOD OF INTERPRETATION

Unless a term or provision, if acted upon, would result in violation of any Applicable Laws (all capitalized terms are defined in 1. Definitions) the following shall apply:

- a) If any term or provision contained in the body of this Consent conflicts with a term or provision contained in Schedule A, the term or provision in Schedule A shall prevail.
- b) If any term or provision contained in the body of this Consent or in Schedule A conflicts with a term or provision contained in Schedule B, the term or provision in the applicable Schedule B(s) shall prevail.
- c) In this Consent, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.
- d) Words such as "hereto", "thereto", "hereof", and "herein", when used in this Consent, shall be construed to refer to provisions of this Consent.
- e) The headings of all sections of this Consent, including the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

### 3. SCHEDULES

This Consent including the recitals and the attached Schedules, which, shall form part of the Consent, shall be terms and conditions agreed to by Grantor and Grantee:

Schedule A – Drawings

Schedule B – Approved Activity Information

### 4. ADDITIONAL WORK AND/OR ACTIVITIES

Installation of any Facility or the need for any Work and/or Activities other than those set in this Consent shall require a separate Consent.

### 5. NO LAND RIGHTS

This Consent does not confer on or upon Grantee any rights to or in Grantor's Lands. Grantee agrees not to file any caveat, notice, caution or other document whatsoever with any Land Titles or Registry office or to otherwise encumber Grantor's title to Grantor's Lands or Grantor's easements registered against Grantor's Lands.

### 6. CONDITIONS APPLICABLE TO GRANTEE'S WORK AND GRANTEE'S FACILITY

When Grantee conducts Work and/or Activities in the Crossing Area, the following terms and conditions shall apply:

- a) Grantee shall carry out all Work and/or Activities in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.
- b) Grantee shall ensure that the Work and/or Activities are carried out in accordance with the technical details and drawings that are set out in its request for consent that have been accepted by Grantor and incorporated into Schedule A, and in accordance with any terms and conditions set out in Schedules A and B. .
- c) Grantee will at all times provide direct supervision of any of its contractors, consultants, or other agents performing Work and/or Activities on Grantor's Lands, including within the Crossing Area, relating to Grantee's proposed Facility. Grantee shall provide a supervisor to direct all Grantee's Work.
- d) Grantee shall ensure that the weight of any equipment crossing above Grantor's Facility will not cause any damage to Grantor's Facility.

- e) The whole of the cost of the Work and/or Activities with respect to Grantee's Facility in the Crossing Area shall be borne by Grantee. Grantor shall not be responsible for any costs or expenses for the Work and/or Activities in respect of Grantee's Facility.
- f) Prior to accessing Grantor's Lands, including the Crossing Area, Grantee shall be responsible for obtaining and maintaining, at Grantee's sole cost and expense, all permits, approvals or licenses, as the case may be, under Applicable Laws, required to conduct the Work and/or Activities in respect of Grantee's Facility. Grantee shall also be responsible for obtaining, at its sole cost and expense, all necessary approvals, consents and permits from any other Parties with an interest in Grantor's Lands.
- g) Where applicable, Grantee shall be liable for and responsible to pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Consent or of anything done by Grantee pursuant to this Consent. In addition, Grantee shall indemnify Grantor from and against all such taxes, rates and assessments in respect of Grantee's Facility.
- h) Grantee is responsible for proper and timely maintenance of its Facilities, including but not limited to integrity and leak checks.
- i) Grantee shall have available at the Crossing Area a fully executed copy of this Consent including Schedules to the Consent.
- j) Grantee acknowledges unattended open excavations can present a serious hazard to people, equipment and wildlife. In the event of an open excavation, Grantee shall ensure the excavation is clearly marked, blocked or safeguarded accordingly by fence, barricade, guardrail or other effective method. Grantee shall also erect warning signs around the excavation area.
- k) Grantee is responsible to verify and confirm any information, including without limitation all technical details and requirements it requires to perform its Work and/or Activities safely, in accordance with Applicable Laws and in accordance with this Consent.
- l) All approved Work and/or Activities are set out in this Consent. Any equipment/vehicle crossings not set out in this Consent will be considered unauthorized activity and where required be reported to the appropriate regulator.
- m) Grantee shall cover Grantor's Facility with such quality and quantity of backfill material as is specified by Grantor's representative prior to Grantee commencing backfilling operations for all ground disturbance activities including hydrovac holes. Compaction during backfill shall be conducted in accordance with Grantor's representative's direction. Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.
- n) Upon request of Grantor, Grantee shall provide "as-built" plans in the form of a .DWG or DNG format along with a layer lexicon or dictionary listing the layers and their contents, of any new permanent installation within three months of completion of proposed Work and/or Activities. All as-built plans shall be geo-referenced utilizing a projected coordinate system preferably UTM83.
- o) Where Grantee's Work and/or Activities require Grantee to excavate soil, if such excavated soil cannot be used to backfill the excavation for any reason, Grantee shall remove and dispose of such excavated soil in accordance with Applicable Laws at Grantee's cost and expense. Grantee shall backfill the excavated area with appropriate backfill.

#### **Applies to CER Agreements Only**

- p) Grantee shall comply with the Canadian Energy Regulator Pipeline Damage Prevention Regulations - Authorizations and inform its contractors of their responsibilities regarding any Work and/or Activities subject to this Consent and shall make available at the Crossing Area a copy of the Canadian Energy Regulator Pipeline Damage Prevention Regulations - Authorizations.

#### **7. GRANTOR'S RIGHTS**

- a) Grantor's representative(s) shall have the authority to stop Work at any time due to safety, environmental or operational concerns and/or unforeseen circumstances or Emergency events.
- b) Grantor's attendance on-site to ensure compliance with any conditions or provision set out in this Consent shall not be interpreted as constituting or creating any assignment of Grantee's responsibilities at law or under the Consent. Grantee remains at all times responsible for its own Work, processes and supervision of its personnel. Notwithstanding the foregoing, to the extent described in this Agreement, Grantor's representatives or designated alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting Work.
- c) Grantor shall have the right to have a field representative on-site at any time Grantee Group access or use or perform Work and/or Activities on Grantor's Lands, including within the Crossing Area. Grantee agrees that it shall not commence any Work and/or Activities on Grantor's Lands, including within the Crossing Area, unless and until Grantor's field representative is on-site and has staked and marked Grantor's Facility.
- d) Where Grantee is designated or deemed the prime contractor under applicable occupational health and safety legislation over the worksite where Grantee is conducting its Work, Grantor's on-site attendance or general observation of Grantee's Work and/or Activities, including the reporting by Grantor to Grantee of safety or security concerns, or Grantor's decision to stop Work in accordance with Section 7(a) in the main body of this Consent shall not relieve Grantee of its responsibilities and obligations, including Grantee's responsibilities as prime contractor, under applicable occupational health and safety legislation.



- e) Grantor's patrols of Grantor's Lands, including the Crossing Area or Grantor's Facility may result in Grantor making observations of Grantee's Work and/or Activities. Grantee shall promptly remedy any security, safety or other concerns reported to it by Grantor and report such remedy in writing to Grantor as soon as reasonably practicable.
- f) Grantor reserves the right to charge Grantee for any utility costs incurred by Grantor for the provision of utility services to Grantee's Facilities, which charges Grantee shall pay within 30 days. Grantee may, at Grantor's option and at Grantee's sole cost, be required to install its own utility metering device(s).
- g) The costs associated with the location and identification of Grantor's Facility and/or the supervision or monitoring of Work and/or Activities in the Crossing Area shall not be charged to Grantee for short term Work and/or Activities completed within three working days. However, if Grantee's Work extends past three working days, such costs shall be charged to Grantee, at Grantor's sole discretion.

#### **Cathodic Protection**

- a) Grantee shall do all things that in Grantor's reasonable opinion are necessary to ensure that Grantor's coating, cathodic protection and AC mitigation of Grantor's Facility or any part thereof are not damaged or adversely affected as a result of Grantee's construction, operations or subsequent application of cathodic protection by Grantee to Grantee's Facility.
- b) In the event that Grantee's construction or Operational changes affect Grantor's existing cathodic protection and AC mitigation facilities within the Crossing Area, all costs associated with the relocation of the cathodic protection and AC mitigation facilities shall be borne by Grantee. Relocation of the cathodic protection and AC mitigation facilities shall be completed by a Grantor approved contractor.
- c) Where cathodic protection monitoring is required by Grantor as a result of Grantee's proposed installation or Operational changes, Grantor shall design, install and thereafter maintain a cathodic protection and/or AC mitigation test station for Grantor's Facility in the Crossing Area, including (but not limited to) at the extremities of the parallel section at the crossing or at other locations as specified in an AC Mitigation Study. Grantee shall reimburse Grantor for all reasonable costs incurred by Grantor in respect of the design and installation of such cathodic protection test station.
- d) Where Grantee's facility is a steel pipeline then Grantee shall design and install, at a minimum, a cathodic protection test station equipped with two insulated cathodic protection test leads connected to Grantee's Facility at the nearest reasonable access location, as determined and approved by Grantor's representative. The cost of the design, installation and maintenance of the cathodic protection test station shall be borne by Grantee.
- e) Where Grantee's Facility is an overhead power line with a line voltage of 60 kV AC or greater, AND
  - (i) crosses Grantor's Facility; and/or
  - (ii) parallels Grantor's Facility within 300 m (100 ft) or less
 Then immediate and long-term mitigation must be taken to reduce any AC interference on Grantor's Facility to a level acceptable to Grantor. Grantee shall be responsible to commission an AC Mitigation Study and if required, a DC Interference Study, at each such location. Such studies will be done at Grantee's cost by a Grantor approved AC Mitigation Specialist. If any part of Grantor's Facility is negatively affected by Grantee's power line, then Grantee shall bear full cost of such remedial measures as required.
- f) Grantee shall install cathodic protection and/or AC mitigation test stations at extremities of the parallel section, if required, per clause c.

#### **8. COMPLIANCE WITH LAWS**

Grantee and Grantor shall at all times comply with any and all Applicable Laws, including applicable pipeline damage prevention regulations.

If compliance with any provision of this Consent would result in violation of any Applicable Laws, the Applicable Laws shall prevail and this Consent shall be deemed to be amended accordingly.

#### **9. ENVIRONMENTAL OBLIGATIONS**

##### **Applies to Landowners (applies to permanent installations and temporary activities for private use on private land where the landowner is Grantee)**

Notwithstanding anything contained within the Consent, if at any time during the Work, Grantee Group suspects, encounters or causes to be released, on Grantor's Lands, including the Crossing Area, any contaminant, pollutant, waste, hazardous material, toxic substances, radioactive substances, petroleum or its derivatives, by-products or other hydrocarbons, dangerous substance or dangerous goods all as defined or identified in or pursuant to any Applicable Laws ("Contaminated Material"), Grantee shall:

- a) Promptly notify Grantor of the suspected Contaminated Material.
- b) Where Grantee Group's Work and/or Activities causes a release of Contaminated Material, Grantee shall, at its sole cost and expense:
  - (i) Excavate any suspected (but not yet confirmed) Contaminated Material only to the extent reasonably required to complete the Work and/or Activities in accordance with Applicable Laws and backfill impacted areas with clean soil material.
  - (ii) Be liable for any Contaminated Material attributable to Grantee or Grantee Group while accessing or making use of Grantor's property, including the Crossing Area, or pertaining to Grantee's Work and/or Activities and Grantee agrees to indemnify Grantor for any costs, claims, losses or damages with Grantor incurs or suffers or becomes liable for arising from such Contaminated Material; and

- (iii) Where required under Applicable Laws, be responsible and liable for notifications and follow-up actions under the applicable environmental legislation, regulations and/or codes, pertaining to its access, use and Work and/or Activities on Grantor's Lands, including the Crossing Area.
- c) Grantor permits Grantee to place or spread clean soil material on the Crossing Area on the condition that Grantee does so at its own cost. Grantor shall not be responsible to Grantee if the soil material causes or results in ground subsidence, weeds or other vegetation, soil borne disease, erosion or otherwise that impacts Grantor's Lands or the Crossing Area.

**Applies to Commercial Applicants (does not apply to permanent installations and temporary activities for private use on private land where the landowner is Grantee)**

Notwithstanding anything contained within the Consent, if at any time during the Work, Grantee Group suspects, encounters or causes, on Grantor's Lands, including the Crossing Area, any contaminant, pollutant, waste, hazardous material, toxic substances, radioactive substances, petroleum or its derivatives, by-products or other hydrocarbons, dangerous substance or dangerous goods all as defined or identified in or pursuant to any Applicable Laws ("Contaminated Material"), Grantee shall, at its sole cost and expense:

- a) Promptly notify Grantor of the suspected Contaminated Material.
- b) Where Grantee Group's Work and/or Activities cause a release of Contaminated Material, Grantee shall, at its sole cost and expense:
  - (i) Excavate any suspected (but not yet confirmed) Contaminated Material only to the extent reasonably required to complete the Work and/or Activities and stockpile such Contaminated Material on a bermed impermeable liner or contain it in a containment bin suitable for holding Contaminated Material.
  - (ii) Cause samples of the Contaminated Material to be taken of any stockpiled soil, the walls and base of the excavation and analyzed by a qualified testing laboratory and provide a copy of the results of each sample tested, including all associated data from each sample tested, to Grantor.
  - (iii) Remove and dispose of the Contaminated Material at an approved facility in accordance with Applicable Laws and backfill impacted areas with clean soil provided such removal of Contaminated Material does not adversely impact Grantor's Facility. Grantor shall determine in its sole discretion if removal of Contaminated Material by Grantee may adversely impact Grantor's Facility and if so, will take any necessary steps to protect its Facility so that Grantee can perform its obligation set out in this clause.
  - (iv) Be liable for any Contaminated Material attributable to Grantee or Grantee Group's Work and/or Activities while accessing or making use of Grantor's property, including the Crossing Area, or pertaining to Grantee's Work and/or Activities and Grantee agrees to indemnify Grantor for any costs, claims, losses or damages that Grantor incurs or suffers or becomes liable for arising from such Contaminated Material; and
  - (v) Be responsible and liable for notifications and follow-up actions under the Applicable Laws pertaining to its access, use and Work and/or Activities on Grantor's Lands, including the Crossing Area.
- c) For greater certainty, costs and expenses contemplated in this section shall include such costs and expenses associated with the excavation, handling, containment, storage, treatment, testing, removal, transport and disposal of the Contaminated Material.
- d) Grantee Group shall not, without the express written permission of Grantor, spread any fill material, including without limitation, soil, slurry from hydro-vacuuming or otherwise, over Grantor's Lands, including the Crossing Area, or remove soils from Grantor's Lands, including the Crossing Area. Such permission may be denied by Grantor at its sole discretion.
- e) If Grantor permits Grantee to place or spread topsoil fill material on Grantor's Lands, including the Crossing Area, then Grantee does so at its own cost and Grantee acknowledges and agrees it shall only use clean topsoil fill material. Notwithstanding anything contained herein, Grantor shall not be responsible for or liable to Grantee if:
  - (i) the topsoil fill material contains Contaminated Material resulting in contamination to or upon Grantor's Lands including the Crossing Area; or
  - (ii) if the topsoil fill material, including the spreading or placement of such topsoil fill material on Grantor's Lands including the Crossing Area, causes or results in ground subsidence, weeds or other vegetation, soil borne disease, erosion or otherwise impacts the Lands including the Crossing Area.

**10. EMERGENCY EVENTS**

**10.1** If Work and/or Activities are required in an Emergency by either Party, that Party shall commence the necessary Work and/or Activities and shall forthwith give the other Party's representative verbal notice of the Emergency and necessary Work and/or Activities and shall forthwith give written notice pursuant to Section 16.

**10.2** If at any time while Grantee is conducting its Work and/or Activities, physical contact is made with any of Grantor's Facilities, Grantee must immediately:

- a) Stop Work; and
- b) Notify Grantor's Field Representative.

**11. LIABILITY AND INDEMNITY**

**11.1** Grantee acknowledges that Grantor makes no representations or warranties in respect of the condition of Grantor's Lands, including the Crossing Area. Grantee Group shall access and use Grantor's Lands, including the Crossing Area, pursuant to this Consent entirely at Grantee Group's own risk. Grantor shall not be responsible for or liable to Grantee for any defects, deficiencies or otherwise in, on, under, over or upon the Lands, nor shall Grantor be responsible for or liable to Grantee for any delays or other adverse impacts suffered by Grantee as a result of such defects, deficiencies or otherwise in, on, under over or upon Grantor's Lands.

**11.2** Grantee agrees that Grantor and its affiliates, subsidiaries, successors and assigns and each of their respective directors, officers, employees, contractors and agents (collectively the “Grantor Indemnified Parties”) shall not be liable for any Claims whatsoever suffered by Grantee Group, or other party, resulting from or arising out of Grantee Group’s access or use of the Grantor’s Lands, including the Crossing Area.

**11.3** Grantee shall be liable to, indemnify and hold harmless the Grantor Indemnified Parties from any Claims suffered or incurred by any of the Grantor Indemnified Parties caused by or arising out of Grantee Group’s acts or omissions in respect of (i) Grantee Group’s Work and/or Activities, (ii) Grantee Group’s use of the Crossing Area or (iii) arising from Grantee’s breach of this Consent, except to the extent such Claims are caused by the negligence or willful misconduct of Grantor.

**11.4** Notwithstanding anything else contained herein, Grantor shall not be responsible or liable for any errors or omissions in any Grantor information provided to Grantee, nor for Grantee’s use of or reliance upon such information. Grantee relies on such information entirely at its own risk. For greater certainty, the location and depth of cover of Grantor’s Facility must be positively confirmed by Grantee prior to any ground disturbance.

**11.5** This Article 11 shall survive the termination of this Consent.

## 12. REQUIRED INSURANCE

### **Applies to Landowners (applies to permanent installations and temporary activities for private use on private land where the landowner is Grantee)**

**12.1.** At all times during the Term of the Consent Grantee shall maintain at its own expense the insurance coverage outlined herein with insurers who are licensed to provide insurance in the relevant jurisdiction.

- a) Commercial General Liability coverage with a limit of two million dollars for each occurrence for bodily injury and property damage arising out of or relating to Grantee’s activities under this Consent.
- b) Auto Liability covering all vehicles used by Grantee in connection with this Consent with a combined single limit of two million dollars.
- c) As applicable, any other insurance required by law or as Grantor may, in its discretion, determine to be necessary.

**12.2.** Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits. The coverage required in 12.1(a) above may be satisfied through an alternate policy form, such as Farm or Homeowners Liability, to the extent that coverage provided under such alternate form is substantially equivalent to the requirement noted in 12.1(a) above.

**12.3.** Evidence of Insurance. Upon request of Grantor, Grantee shall provide to Grantor (or Grantor’s designated representative) Certificate(s) of Insurance evidencing Grantee’s compliance with this Section 12. “Certificate Holder” shall be Grantor.

**12.4.** Insurance Costs. Grantor will not be responsible for any premiums, deductibles, self-insured retentions, self-insurance or any other costs for the insurance provided by or on behalf of Grantee.

**12.5.** Effect on Indemnity Obligations. Except as required by Applicable Laws, Grantee’s compliance with the obligations under this Section 12 shall in no way limit or replace the indemnity and other obligations of Grantee contained elsewhere in this Consent.

### **Applies to Commercial Applicants (does not apply to permanent installations and temporary activities for private use on private land where the landowner is Grantee)**

**12.1.** At all times during the Term of the Consent (and for so long thereafter as a Claim related to this Consent is possible under applicable statutes of limitations) Grantee shall maintain at its own expense, the insurance coverage outlined below, in each case with insurers having financial security ratings of at least “A-” by AM Best or “A” by Standard & Poor’s and which are authorized to do business in all jurisdictions where the Work is being performed.

- a) **Commercial General Liability** coverage with a limit of five million dollars each occurrence for bodily injury and property damage arising out of or relating to Grantee’s activities under this Consent. The policy shall include coverage for personal and advertising injury, contractual liability addressing indemnification under this Consent, cross liability, severability of interests, products and completed operations, limited time element pollution, contingent employer’s liability and as applicable, shall provide coverage for explosion, collapse, and underground hazards (“XCU”).
- b) **Commercial Auto Liability** covering all vehicles used by Grantee in connection with this Consent with a combined single limit of two million dollars for injury or death of one or more persons or damage to or destruction of property as a result of each accident.
- c) **Umbrella or Excess Liability** coverage with a limit of two million dollars per occurrence excess of required insurance in a) and b) above on a “follow form” basis with coverage at least as broad as the underlying policy terms and conditions.
- d) **As Applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned or leased, or in the care custody and control by Grantee or for which Grantee has otherwise assumed responsibility for loss or damage under the terms of this Consent.
- e) **As Applicable**, any other insurance required by law or as Grantor may, in its discretion, determine to be necessary.

**12.2. Insurance Limits.** Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits.



**12.3. Additional Insured, Subrogation Waiver, Policies as Primary.** Grantee shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to Grantor), the following:

- (i) With exception of (b), and (d) above, inclusion of Grantor as additional insured in insurance policies under this insurance article.
- (ii) Waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, in favor of Grantor, in all policies of insurance under this insurance article and including all applicable third party liability policies, property insurance policies and marine insurance policies, arising out of or related in any way to this Consent.
- (iii) That coverage, in all of Grantee's insurance policies (whether such policies are primary, umbrella or excess) under this insurance article or arising out of or related to this Consent in any way, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to Grantor under this Consent.

**12.4. Notice of Cancellation.** Insurance maintained by Grantee shall not be canceled without 30 days prior written notice being furnished to Grantor.

**12.5. Evidence of Insurance.** Upon request of Grantor, Grantee shall provide to Grantor (or Grantor's designated representative) Certificate(s) of Insurance on standard forms regularly accepted in the industry certifying Grantee's compliance with this insurance article and specifically identifying coverage extensions and endorsements required herein. In the event of a reduction in Grantee insurance limits during the Term which may otherwise reduce the limits of insurance required to comply with this insurance article, Grantee shall promptly provide Grantor with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this insurance article. Grantor's (or Grantor's representative's) acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this insurance article.

- a) "Certificate Holder" shall be each entity identified as a Grantor under Grantor information on Page 1 of this Consent.

**12.6. Failure to Maintain.** In the event Grantee fails to comply with insurance requirements under this insurance article, such failure shall constitute cause for immediate termination of this Consent by Grantor in addition to any other rights available to Grantor at law or in equity. At its sole discretion, Grantor may, but shall not be obligated to, obtain such insurance for Grantor's sole benefit as Grantor deems necessary to address any failure on the part of Grantee to obtain the insurance required pursuant to this insurance article. Any cost thereof shall be payable by Grantee to Grantor on demand and Grantor may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Grantee. No liability shall attach to Grantor for any decision on the part of Grantor to forego the purchase of additional insurance under this Section 12, nor does Grantor's decision not to purchase additional insurance pursuant to this Section 12 constitute a waiver, release or modification of the requirements under this insurance article, or constitute a statement by Grantor that Grantee's insurance coverage at any time during the Term hereof is in compliance with the requirements under this insurance article.

**12.7. Contractors.** Grantee shall make commercially reasonable efforts to require all its contractors to provide insurance coverage in accordance with this insurance article. Grantee shall ensure that all insurance maintained by its contractors providing the Work include a waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim in favor of Grantor. The failure of any contractor to obtain and maintain the required insurance shall not in any way impact the obligations of Grantee under this Consent.

**12.8. Insurance Costs.** Grantor will not be responsible for any premiums, surcharges, supplemental calls, penalty payments, deductibles, self-insured retentions, self-insurance or any other costs for the insurance provided by or on behalf of Grantee in accordance with this insurance article.

**12.9. Compliance with Applicable Laws.** If it is judicially determined that the monetary limits of the insurance required herein do not conform with Applicable Laws, it is agreed that Grantee shall take whatever steps are necessary, at its own expense, to ensure said insurance shall conform to the greater of the minimum monetary limits and other provisions in such law, or the limits specified herein.

**12.10. Effect on Indemnity Obligations.** Except as required by Applicable Laws, Grantee's compliance with the obligations under this insurance article shall in no way limit or replace the indemnity and other obligations of Grantee contained elsewhere in this Consent.

**12.11. Indemnities to be Supported by Insurance.** To the fullest extent required by certain Applicable Laws and not prohibited by other Applicable Laws, Grantee agrees to obtain and maintain, for the benefit of Grantor, as indemnitee, types and amounts of insurance coverage at least equal to the insurance requirements set forth in this insurance article, in each case to cover the entire scope of the release, indemnity, defense, and hold harmless obligations assumed in Section 11, Liability and Indemnity. All insurance required under this insurance article is in support of Grantee's respective release, indemnity, defense, and hold harmless obligations in addition to, and independent of, any other insurance requirements contained in this Consent.

#### **Workers Compensation**

Grantee shall carry, and shall require its contractors carry, workers' compensation insurance covering all employees engaged in the performance of Grantee's Work and/or Activities taking place on Grantor's Lands, including the Crossing Area, to the limits required by the laws of the jurisdiction where the Work and/or Activities are occurring.

### **13. REMEDY ON DEFAULT**

Without in any way limiting the liability of Grantee hereunder and without overriding, limiting or abating Grantee's indemnity obligations hereunder, in the case of default by Grantee in carrying out any of the provisions of this Consent, Grantor may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 5 days after receipt of such notice and diligently complete such remedy thereafter, Grantor may (a) take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses

incurred by Grantor in remedying to remedy the default or (b) revoke its Consent granted hereunder until such time the default is remedied by the Grantee to the Grantor's satisfaction. Any costs or expenses incurred by the Grantor under this Section 13 shall be payable by Grantee within 30 days of receipt of Grantor's invoice.

#### 14. DAMAGES

Without in any way limiting the liability of Grantee hereunder and without overriding, limiting or abating Grantee's indemnity obligations hereunder, the cost and expense to repair any damages to Grantor's Facility resulting from Grantee's Work and/or Activities shall be Grantee's sole responsibility and Grantee shall be responsible to pay to Grantor all costs and expenses Grantor incurs to repair such damage to Grantor's Facility. Such costs and expenses shall be payable by Grantee within 30 days of receipt of Grantor's invoice(s).

Any damages to Grantor's Lands, including the Crossing Area, resulting from Grantee's Work and/or Activities shall be promptly repaired by Grantee at its sole cost and expense to the satisfaction of Grantor, acting reasonably. If Grantee fails to repair any such damage promptly and with dispatch, Grantor may make or cause to be made the necessary repairs and the entire costs thereof shall be charged to and paid by Grantee. Such costs and expenses shall be payable by Grantee within 30 days of receipt of Grantor's invoice(s).

#### 15. TERMINATION AND ABANDONMENT

##### 15.1 Termination

The rights and obligations of the Parties under this Consent shall terminate as follows:

- a) For Permanent Installation(s): Two years from the date this Consent is signed by Grantor if construction of Grantee's Facility has not commenced.
- b) For Temporary Activities: upon the Expiration Date as set out in the respective temporary activities table within Schedule B.
- c) Upon the removal of all Grantor's Facilities or Grantee's Facilities from the Crossing Area and in accordance with any regulatory body requirements and completion of any remediation/reclamation work required by Applicable Laws and under this Consent, except for those obligations and liabilities incurred prior to the termination of this Consent and/or those that survive the termination of this Consent.

##### 15.2 Abandonment of Grantee's Facility

- a) Where Grantor is a registered owner of the Lands, Grantor may in its sole discretion, acting reasonably, require Grantee, as part of Grantee's abandonment activities and application, and at Grantee's own cost, to remove Grantee's Facility from the Lands, including the Crossing Area, and return the Crossing Area to a condition as close as reasonably practical to the condition in which it existed immediately prior to the Work and/or Activities performed by Grantee under the Agreement. In the event the Grantor and Grantee have entered into an easement agreement in respect of the Lands where the Crossing Area is located, should this section 15.2 conflict with the easement agreement, the easement agreement shall prevail.
- b) Grantee agrees that it will provide Grantor with written notice of its abandonment application and any Order it is granted for the Abandoned Pipeline/abandoned Facility.

#### 16. NOTICES

Notices shall be in writing and shall be sent to the Parties at the addresses for notice set out on the first page of this document. Notices shall be governed as follows:

- a) Either Party may from time to time change its address for notice by giving notice to the other Party.
- b) Unless otherwise indicated in this Consent, all notices authorized or required to be given hereunder or made necessary by the terms hereof shall be in writing and may be delivered by hand, courier or registered mail, or sent by electronic mail. If delivered by hand, courier or registered mail, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by electronic mail, the notice shall be deemed to have been received on the business day following the day it was sent.
- c) No notice shall be effective if mailed during any period in which postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.
- d) Notwithstanding the foregoing, to the extent described in this Consent, Grantor's and Grantee's representatives or designated alternates shall have the right and authority to make, give or receive any notice, information, direction or decision required in conducting Work and/or Activities hereunder.

#### 17. GOVERNING LAW

This Consent shall be governed and construed in accordance with the laws of the Province in which the Grantor's Facility is located and the laws of Canada as applicable therein.

#### 18. ASSIGNMENT

Grantee shall not assign or transfer, in whole or in part, this Consent or the rights and obligations granted hereunder without first obtaining the written consent of Grantor and such consent shall not be unreasonably withheld.

Should Grantor grant its consent to Grantee to assign this Consent, Grantor may require Grantee and the assignee to execute an assignment and assumption Consent, novation Consent or other such appropriate form of Consent as applicable.

Together with any request for such consent, Grantee shall provide Grantor with the assignee's written confirmation that the assignee has read and understands the terms and conditions of this Consent and agrees to be bound by them.

#### 19. ENUREMENT

This Consent shall enure to the benefit of and be binding upon the Parties, their heirs, executors, administrators, successors and permitted assigns.

**20. TIME IS OF THE ESSENCE**

Time shall be of the essence in respect of this Consent.

**21. WAIVER**

No waiver of any breach of a covenant or provision of this Consent shall take effect or be binding upon a Party unless it is expressed in writing. A waiver by a Party of any breach shall not limit or affect that Party's rights with respect to any other or future breach.

**22. ENTIRE CONSENT**

This Consent sets forth the entire Consent between the Parties hereto and shall be deemed to have superseded any and all previous consents and understandings, whether written or oral, between the Parties pertaining to Grantee's crossing contemplated herein including Grantee's Work and/or Activities.

No change, modification, amendment or alteration of this Consent shall be valid unless it is in writing and signed by the authorized representative(s) of the Parties hereto.

**23. EXECUTION / DELIVERY OF CONSENT**

This Consent may be executed in any number of counterparts, and may be delivered originally or by Portable Document Format (PDF) and each such original, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**24. SEVERABILITY**

Any term or condition herein which is held to be void, null, invalid, illegal or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall not invalidate or affect any of the remaining terms or conditions of this Consent.

**Schedule A,  
Drawings**

The table below lists all the attached drawings, equipment specification and data sheet(s) and/or typical drawing(s) that form part of the Crossing and Encroachment Consent.

Schedule A Number	Drawing Number, Name or Other	Revision Number, if applicable	Drawing Date, if applicable

## Schedule B, Approved Activity Information

### Approved Activity Details

The activities in Table 1 and as described in this section are approved subject to the Consent and any additional terms and conditions as noted in this schedule.

**Table 1: Approved Activity Information**

Activity Information	Activity Identifier	Activity Identifier	Activity Identifier	Activity Identifier
<b>Location</b>				
Grantor pipeline number(s)				
Grantor KP and/or MP				
Short legal description				
GPS coordinates				
<b>Permanent</b>				
<b>Pipeline, Cable and/or Drainage Tile Crossing</b>				
Grantee proposed facility being installed (pipeline, cable, other)				
Grantee material (steel, PVC, concrete, duct structure, HDPE)				
Grantee pipe diameter and/or size of cable (NPS or mm)				
Product conveyed (water, natural gas, oil or sewer)				
Surface/subsurface/ pipe rack				
Above/below Grantor's facility				
Grantee method of installation (open cut, HDB, HDD, pipe rack)				
Minimum clearance specified				
Unsupported span				
Crossing angle				
Voltage (kV), if applicable				
<b>Road</b>				
Width				
Cover at ditch (m)				
Cover at centre of road (m)				
Surface material				
Crossing angle				
Road type: Highway, private, primary, secondary, farm, driveway				
<b>Pole Placement for Overhead Power Crossing</b>				
Voltage (kV)				
Pole number				



Activity Information	Activity Identifier	Activity Identifier	Activity Identifier	Activity Identifier
Method of installation				
Horizontal clearance to pipeline (m)				
Vertical clearance to ground/grade (m)				
<b>Pipe Rack</b>				
Vertical clearance to ground/grade (m)				
Pile location and horizontal clearance (m) to Grantor’s facility				
Method of installation of Piles				
<b>Ancillary Installation or Above Ground Installation</b>				
Proposed installation e.g., movable shed, garden, hay bales				
Minimum horizontal clearance to edge of Grantor’s nearest facility (m)				
<b>Temporary Activities</b>				
<b>Temporary Workspace</b>				
Purpose of workspace				
Expiry date				
<b>Temporary Access Parallel on the ROW</b>				
Distance of usage of temporary access parallel on the ROW (kms/miles)				
Expiry date				
<b>Temporary Equipment or Vehicle Crossing</b>				
Minimum cover required over Grantor’s facility (m)				
Expiry date				
Type of ramping (earth/rig mat/air bridge)				

**Additional Terms and Conditions Specific to Approved Activities**

**Location Specific Terms for Pipeline Alley Edmonton/Sherwood Park, Alberta**

- a) Grantee shall comply with the terms and conditions of the latest edition of Pipeline Alley Guidelines for Work within Pipeline Alley. This Consent does not grant Grantee access to Grantor's North Edmonton Terminal property.

**Location Specific Terms for Working Within a Facility or Terminal**

- a) Grantee, and its contractors, consultants, or other agents shall all possess a safe work permit and shall complete Grantor's general and site-specific orientation training prior to commencing any Work and/or Activities on Grantor's terminal, including within the Crossing Area. For clarity, Grantor's general and site-specific orientation training must be completed annually.
- b) Grantee and its contractors, consultants, or other agents shall provide details as to Work and/or Activities to be performed each day prior to commencement of the Work and/or Activities.
- c) Grantor must be satisfied that Grantee's work processes and circumstances are safe and appropriate before Grantee may perform any Work and/or Activities.
- d) Prior to the commencement of Work and/or Activities, representatives for Grantor and Grantee will meet to review Grantee's proposed scope of work activities and to discuss construction plans and expectations. Grantee will provide written documentation indicating site specific information and processes including, but not limited to, garbage disposal, hours of work, site access, security, the existence of any county permits and any other

matters reasonably requested by Grantor. Any safety expectations concerning Grantee's construction activities will be raised and resolved at this time and documented in writing.

- e) Grantor's representative will determine access route within Grantor's terminal and/or Grantor's Lands at Grantor's sole discretion.
- f) Grantor's representative shall determine scheduling of Work and/or Activities within Grantor's Lands at Grantor's sole discretion.
- g) Grantee will, at all times, during the performance of its Work and/or Activities, provide direct supervision of any Grantee contractors, consultants or other agents performing Work and/or Activities on Grantor's Lands related to Grantee's proposed Work and/or Activities.
- h) Grantor may assign, at its sole discretion, an inspector to attend the worksite to inspect Grantor's Work and/or Activities during the performance of Grantee's Work and/or Activities to ensure Grantor's Lands is not adversely impacted by Grantee's Work and/or Activities. Grantor may charge Grantee reasonable fees for the inspector's time.
- i) Grantor reserves the right, acting reasonably, to isolate Grantee's operations for the purpose of preventing, mitigating or controlling an actual or potential incident that may have an adverse impact on Grantor's Lands, operations and/or environment, including third-party lands. Grantor will notify Grantee, as soon as reasonably practical, of its decision to isolate Grantee's operations.
- j) Any costs incurred for remediation on Grantor's Lands attributable to Grantee's Work and/or Activities will be at Grantee's expense and executed under Grantor's direction and discretion.
- k) Grantee acknowledges that permission to utilize temporary workspace on Grantor's property to perform surveying activities in respect of Grantee's proposed Work and/or Activities is not permission nor approval from Grantor of Grantee's proposed route and/or proposed construction work in respect of Grantee's proposed facilities.

**Grantee's Pipeline or Cable Installation Either Above or Below Grantor's Facility(ies)**

- a) Grantee's Facility to be installed at an even elevation across the width of Grantor's right-of-way(s) except for gravity flow or HDD installations.
- b) Have a tracer line, 3M Electronic Marker System (EMS) ball markers, Radio Frequency Identification (RFID) tags or other alternative locate marking method acceptable to industry, installed on Grantee's non-metallic underground facilities. Tracer wire to terminate at a location approved by Grantor's representative where still accessible for future locating purposes. Tracer wire to be secured at appropriate intervals to Grantee's underground pipeline.
- c) Grantor's representative will determine, at the time of Grantee's installation, whether below grade markers (such as colored tape) or mechanical protection (such as concrete blocks) shall be required to be installed above Grantee's Facility in the Crossing Area.
- d) Minimum clearance, as specified in the table above, to be maintained between Grantee's cable and Grantor's Facility. However, if applicable, if the diameter of Grantee's bore hole will be larger than Grantee's proposed Facility then the minimum clearance, as specified in the table above, shall be maintained between Grantee's bore hole and Grantor's Facility.
- e) Grantee shall install and maintain appropriate marker signs indicating Grantee's Facility location in the Crossing Area, as feasible. Proposed location(s) to be agreed to by Grantor's representative.
- f) Grantee shall physically support Grantor's Facility if required, or as directed by Grantor, while any Work is being carried out hereunder.

**Roads**

At no time during construction shall any vibratory equipment be used over Grantor's Facility.

**Pole Placement for Overhead Power Crossing**

- a) Aircraft markers are to be installed on the top conductors at the time of construction, and properly maintained as per regulatory requirements.
- b) Overhead Power Line Installations
  - (i) Power lines less than 60 kV
 

If the Grantor's Facility is a transmission pipeline:

    - power lines must be less than 100 m (330 ft) of continuous parallel lines to the pipeline for clearances of less than 50 m (160 ft) from the centre line of the pipeline
    - minimum vertical clearance must be 8 m (25 ft) from the top of grade to any cable or lines crossing the right-of-way along with any associated appurtenances
    - power lines must be outside of the Enbridge right-of-way or at least 10 m (33 ft) horizontally away from any Enbridge facility, whichever is the greater distance
  - (ii) Power lines more than 60 kV
 

Minimum safe horizontal clearance distances between a pipeline and power line structures, ground and anchors to avoid arcing risks are as follows:

    - if Grantor's Facility is a transmission pipeline:
      - power line structures, grounding and anchors must be outside of Grantor's right-of-way and at least 10 m (33 ft) away from any Grantor Facility, whichever is the greater distance
    - minimum vertical clearance must be 8 m (25 ft) from the top of grade to any cable or lines crossing the right-of-way along with any associated appurtenances

- c) If placement of pole(s) will be within 10 m (33 ft) or less of Grantor's Facilities, then both Grantor and Grantee hereby mutually agree that any future Grantor Facility construction may be within 10 m (33 ft) or less of Grantee's pole(s).

#### Rural Pipe Rack

- a) Grantee will permit Grantor access to and use of access roads at no expense to Grantor.
- b) Due to the width and height of the pipe rack, Grantor will be unable to access Grantor's existing Facility under the pipe rack. If there is a situation or event where Grantor's existing Facility needs to be repaired or replaced under the pipe rack, then Grantee will be responsible for the cost of the bore to replace Grantor's Facility under the pipe rack.

#### Ancillary Installation or Above Ground Installation

- a) Grantee's above ground installation shall not interfere, impede or restrict Grantor's access to Grantor's Lands, Grantor's access to Grantor's Facility, or the operation of Grantor's Facility.
- b) If requested by Grantor, Grantee's above ground installation shall be removed at any time to:
  - (i) accommodate Grantor's work
  - (ii) address an emergency situation
  - (iii) prevent damage to Grantor's Facilities; or
  - (iv) comply with Applicable Laws
- c) Grantee shall comply with Grantor's request to remove the above ground installation within five business days after receipt of Grantor's request. The above ground installation may be re-constructed by Grantee, at Grantee's own expense, upon obtaining Grantor's written permission.

#### Temporary Workspace

- a) The expiry date for the temporary workspace as identified by each Crossing Identifier is set out in the table above.
- b) Grantor's use of temporary workspace takes precedence over Grantee's use of temporary workspace, without cost or claim against Grantor.
- c) Following written notice by Grantor to Grantee that Grantor requires use of Grantee's temporary workspace Grantee will remove any obstruction from the temporary workspace. If the obstruction is not removed within 5 business days, after receipt of Grantor's notice, Grantor will remove Grantee's obstructions at Grantee's cost.
- d) If use of Grantor's Lands is approved for soil storage, Grantee must ensure that a physical barrier, in a form acceptable to Grantor, is placed on the ground prior to soil placement to ensure no cross-contamination between the soil pile and original topsoil.
- e) Stripping or grading is not permitted in the temporary workspace.
- f) Upon Grantor's request, Grantee shall install fencing or other method of demarcation at Grantee's sole cost and expense in order to clearly designate the temporary workspace area.

#### Temporary Access Parallel on the ROW

- a) The expiry for the temporary access as identified by each Crossing Identifier is set out in the table above.
- b) Grantee shall travel on Grantor's right-of-way only as directed by Grantor's representative and shall maintain a minimum 5m (16 ft) clearance between Grantor's Facility and Grantee's access.
- c) The 5m (16 ft) clearance shall be clearly marked within the right-of-way by installing a snow fence or approved equivalent by Grantor's representative.
- d) Daily use of the approved temporary access shall be determined solely by Grantor's representative, based on the ground conditions at the time of use.
- e) All traffic shall observe the maximum speed limit of 30 km/h (20 miles/hr) unless road and/or weather conditions require a reduced speed in which case the reduced speed shall be maintained.
- f) Headlight and running light use is mandatory at all times.

#### Temporary Equipment or Vehicle Crossings

- a) Vehicles or equipment using the crossing must proceed slowly and with caution to minimize the impact loading.
- b) Grantee shall stay 5 m (16 ft) away from Grantor's Facility at all times except at the approved temporary equipment crossing location
- c) The approved temporary crossing location shall be over straight pipe only and to a maximum width of 8 m (25 ft) on either side of the GPS coordinates as specified
- d) The expiry date(s) for the temporary equipment/vehicle crossing(s) identified by each Crossing Identifier are set out in Table 1 above.
- e) The minimum cover required over Grantor's Facility, as set out in the approved activity details table at the beginning of Schedule B, is based on equipment/vehicle information provided by Grantee and attached in Schedule A.
- f) If the current depth of cover over Grantor's Facility is less than the minimum cover required, as set out in the approved activity details table at the beginning of Schedule B, then Grantee shall construct temporary ramping over Grantor's Facility. The temporary ramping shall be constructed in accordance with the applicable typical temporary crossing ramp drawing attached in Schedule A.
- g) At no time during the Activities shall any mechanized vibratory equipment be used over Grantor's Facility.
- h) If requested by Grantor, temporary ramping shall be removed at any time to:

- (i) accommodate Grantor's work;
  - (ii) address an emergency situation;
  - (iii) prevent damage to Grantor's Facilities; or
  - (iv) comply with Applicable Laws.
- i) Grantee shall comply with Grantor's request to remove the temporary ramping within five business days after receipt of Grantor's request. Temporary ramping may be re-constructed by Grantee, at Grantee's own expense, upon obtaining Grantor's field representative's permission.
- j) Upon expiry Grantee shall remove the temporary equipment ramping and restore the area to the satisfaction of Grantor.

**Compaction and Vibratory Equipment**

For compaction and vibratory equipment:

- Drive or ride-on compaction and vibratory equipment is allowed within 1 m (3 ft) horizontal distanced of a pipeline if all the following conditions are met:
  - no vibratory mechanism engaged
  - less than 9,072 kg (20,000 lbs) per axle
  - at least 1.2 m (4 ft) of cover
- Hand-held compaction equipment (including vibratory equipment) is allowed:
  - within 0.6 m (2 ft) vertical and horizontal clearance of the pipeline
  - within 0.6 m (2 ft) vertical and 0.3 m (1 ft) horizontal clearance of the pipeline with on-site approval