

# Crossing and Encroachment On-Site Application and Consent – Canada

Must also complete a locate report and a data collection report.

Any activities not identified in this document must be submitted for internal review.

## Crossing Application

On-site consent No.: \_\_\_\_\_ One-Call ticket No.: \_\_\_\_\_

Enbridge Work Order No: \_\_\_\_\_

### Enbridge (Grantor) Facility Information

Enbridge Entity	Pipeline Name/Number	Size	Pipeline Name/Number	Size

Applicable Grantor Regulator:

Address for Notice: \_\_\_\_\_

Grantor's Representative: \_\_\_\_\_ Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

### Grantee Information

Owner of Facility or Temporary Activity Requesting Consent (Grantee):

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

#### Excavator/Applicant Information

Company name and contact person: \_\_\_\_\_

Address: \_\_\_\_\_

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

#### Excavator/Applicant Information

Company name and contact person: \_\_\_\_\_

Address: \_\_\_\_\_

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

#### Excavator/Applicant Information

Company name and contact person: \_\_\_\_\_

Address: \_\_\_\_\_

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

### Activity Type and Schedule A Technical Requirements

Complete the corresponding Schedule A Technical Requirements section for each activity.

Activity	Complete Related Schedule	Activity	Complete Related Schedule	Activity	Complete Related Schedule
<input type="checkbox"/> Non-metallic pipelines NPS 12 and less	<input type="checkbox"/> Schedule A1	<input type="checkbox"/> Spreading soil	<input type="checkbox"/> Schedule A2	<input type="checkbox"/> Agricultural ground disturbance	<input type="checkbox"/> Schedule A4
<input type="checkbox"/> Fiber optic	<input type="checkbox"/> Schedule A1	<input type="checkbox"/> Minor berms	<input type="checkbox"/> Schedule A2	<input type="checkbox"/> Vegetation control	<input type="checkbox"/> Schedule A4
<input type="checkbox"/> Drain tile	<input type="checkbox"/> Schedule A1	<input type="checkbox"/> Ditch restoration	<input type="checkbox"/> Schedule A2	<input type="checkbox"/> Air bridge	<input type="checkbox"/> Schedule A5
<input type="checkbox"/> Cable (coaxial) / Telephone	<input type="checkbox"/> Schedule A1	<input type="checkbox"/> Poles, fence posts, KP/MP markers and signage	<input type="checkbox"/> Schedule A3	<input type="checkbox"/> Wheeled or tracked vehicle crossing, including compaction	<input type="checkbox"/> Schedule A6
<input type="checkbox"/> Electrical below ground	<input type="checkbox"/> Schedule A1	<input type="checkbox"/> Electrical overhead	<input type="checkbox"/> Schedule A3	<input type="checkbox"/> Roads, Pathways, Sidewalks	<input type="checkbox"/> Schedule A7
<input type="checkbox"/> Road maintenance (resurfacing or re-gravelling)	<input type="checkbox"/> Schedule A2	<input type="checkbox"/> Ancillary installations	<input type="checkbox"/> Schedule A3		

A1 +  A2 +  A3 +  A4 +  A5 +  A6 +  A7 +  D = Total Number of Schedules

## Crossing Consent

No change, modification, amendment or alteration of this Consent is permitted by either Party, except for the parts of this document that require data completion.

It is hereby acknowledged that Grantee requests permission to cross and/or be in proximity to Grantor’s pipeline right-of-way. 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, Schedule B and Schedule C, as applicable.
- Grantee shall provide three working days’ notice to Grantor’s Representative, before beginning any Work/Activities subject to this consent, within 30 m (100 ft) of Grantor's Facility, unless waived by Grantor.
- The Grantee’s signatory is authorized to sign this consent on behalf of Grantee.
- Work and/or Activities must be completed within 14 days of the date of this Consent, unless both Parties agree in writing to extend the date.
- In the event Grantee requires an extension exceeding 14 days to complete their Work and/or Activities, Grantor can extend the consent at their discretion to a maximum of 60 days. The extension authorization must be completed by Grantor and signed by both parties to be valid.

Agreed to by:

Grantee

Per \_\_\_\_\_

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

Agreed to by:

Grantee

Per \_\_\_\_\_

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

### Enbridge Authorization

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

**Grantor Entity:** \_\_\_\_\_

**Grantor:**

Per \_\_\_\_\_

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

**Grantor Entity:** \_\_\_\_\_

**Grantor:**

Per \_\_\_\_\_

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

### Extension / Renewal Authorization

Work and/or Activities must be completed within \_\_\_\_\_ (\_\_\_\_) days.

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

**Grantor Entity:** \_\_\_\_\_

**Grantor:**

Per \_\_\_\_\_

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

**Grantor Entity:** \_\_\_\_\_

**Grantor:**

Per \_\_\_\_\_

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

**Schedule A1-\_\_\_\_**  
**Technical Requirements for Subsurface Installations – Including Drawings and Additional Terms and Conditions Where Required**

Above Enbridge Pipeline Requirements			
<input type="checkbox"/> Cable (coaxial) / telephone, non-metallic pipelines NPS 12 <sup>1</sup> and less, fibre optic service line (not high capacity), and electrical less than 750 V	Open cut <input type="checkbox"/> 0.6 m (2 ft)	HDD <sup>2</sup> <input type="checkbox"/> 3 m (10 ft)	HDB <sup>2</sup> <input type="checkbox"/> 1 m (3 ft)
<input type="checkbox"/> Drain tile <sup>3</sup>	Open cut <input type="checkbox"/> 0.3 m (1 ft)	HDD <sup>2</sup> <input type="checkbox"/> 3 m (10 ft)	HDB <sup>2</sup> <input type="checkbox"/> 1 m (3 ft)
Below Enbridge Pipeline Requirements			
<input type="checkbox"/> Cable (coaxial) / telephone, and non-metallic pipelines NPS 12 and less, and fibre optic service line (not high capacity)	Open cut <input type="checkbox"/> 0.6 m (2 ft)	HDD <sup>2</sup> <input type="checkbox"/> 3 m (10 ft)	HDB <sup>2</sup> <input type="checkbox"/> 1 m (3 ft)
<input type="checkbox"/> Electrical less than 750 V	Open cut <input type="checkbox"/> 0.6 m (2 ft)	HDD <sup>2</sup> <input type="checkbox"/> 3 m (10 ft)	HDB <sup>2</sup> <input type="checkbox"/> 1 m (3 ft)
<b>Notes:</b> 1. Must have self-supporting conduit for spans of greater than 6 m (20 ft). 2. Minimum clearance for HDD and HDB must be maintained between Grantor’s Facility and Grantee’s Facility and/or Grantee’s bore hole, whichever is closer. 3. Complete Drain Tile information below.			

**Additional Terms and Conditions**

- a) Any ground disturbance within an Enbridge liquid pipeline ROW, or above and/or below an Enbridge liquid pipeline, must comply with PI-95.
  - Confirmed that the activity is in compliance with PI-95 “Second Party Initiated Dig Template,” if applicable.
- b) Be installed at an even elevation across the width of Grantor’s right-of-way(s) where feasible.
- c) If required by Grantor, have a tracer line, 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.
- d) Grantor’s representative will determine, at the time of Grantee’s installation, whether below grade markers (such as coloured tape) or mechanical protection (such as coloured rail ties or concrete blocks) shall be required to be installed above Grantee’s Facility in the Crossing Area.
- e) Grantee shall install and maintain appropriate marker signs indicating Grantee’s Facility location in the Crossing Area, as feasible. 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.
- g) The crossing angle for installations must be within 45–90 degrees (with preference for as close to perpendicular as possible).
- h) Maximum unsupported span for any Grantor Facility must be less than 4.5m (15 ft).

**Drain Tile Crossing the Pipeline(s)**

Complete the minimum required clearances in the table below for each tile.

**Requirements**

- Minimum 0.3 m (1 ft) vertical clearance for perpendicular pipeline, depending on MOI (see table above)
- Equipment used must comply with vehicle crossing requirements and the location must comply with minimum clearance requirements
- Drainage tiles must cross Enbridge facilities between 45-90 degrees (with preference for as close to perpendicular as possible)

**Drain Tile Paralleling the Pipeline(s)**

Enter details in the table below for each parallel drain tile within 30 m (100 ft) of a pipeline

Parallel Tiles			
Tile Number	Location from Closest Pipeline	Distance from Edge of Closest Pipeline	Unit of Measure

Parallel Tiles			
Tile Number	Location from Closest Pipeline	Distance from Edge of Closest Pipeline	Unit of Measure

**Requirements**

- 5 m (16 ft) or greater from the edge of the pipeline if parallel to the pipeline and outside the right-of-way
- Equipment used must comply with vehicle crossing requirements and the location must comply with minimum clearance requirements

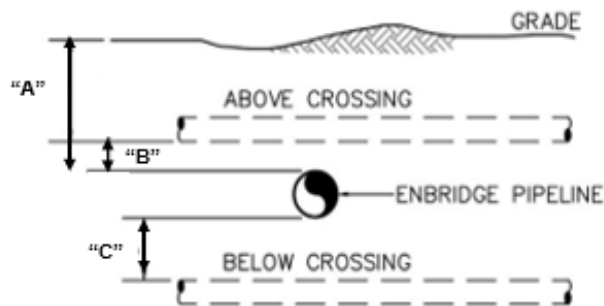
# Crossing and Encroachment On-Site Application and Consent – Canada

## Subsurface Installations

### Enbridge Pipeline Information:

ENB Pipeline Name/Number	GPS of Crossing Latitude in decimal degrees	GPS of Crossing Longitude in decimal degrees	Clearance from grade to top of pipeline "A"	Required Minimum Clearance Above ENB Pipeline "B"	Required Minimum Clearance Below ENB Pipeline "C"

### Above and Below Enbridge (Grantor) Pipeline



### Activity Details and New Facility Information

- Activity on the right of way?     yes     no
- Location cleared for activity?     yes     no
- Parallel to pipeline?     yes     no
- Activity duration:     temporary     permanent

### Activity Crossing Pipeline

<b>Pipeline diameter/size:</b>	<input type="checkbox"/> inches or <input type="checkbox"/> NPS			
<b>Facility material type:</b>	<input type="checkbox"/> Plastic	<input type="checkbox"/> Concrete	<input type="checkbox"/> Wood	<input type="checkbox"/> Other
<b>Product conveyed</b>				
<input type="checkbox"/> Potable water	<input type="checkbox"/> Grey water	<input type="checkbox"/> Storm sewer	<input type="checkbox"/> Sanitary sewer	<input type="checkbox"/> Oilfield water
<input type="checkbox"/> Nitrogen	<input type="checkbox"/> Oxygen	<input type="checkbox"/> Oilfield steam	<input type="checkbox"/> Liquefied petroleum gas	<input type="checkbox"/> Liquid or dense phase carbon dioxide
<input type="checkbox"/> Crude oil	<input type="checkbox"/> Multiphase fluids	<input type="checkbox"/> Condensate	<input type="checkbox"/> Liquid petroleum products	<input type="checkbox"/> Natural gas liquids
<input type="checkbox"/> Other:				
<b>Electrical cable voltage (V), if applicable:</b>			<b>Conduit diameter/size:</b>	<input type="checkbox"/> mm <input type="checkbox"/> inches
<b>Fibre optic cable</b>	<input type="checkbox"/> yes	<input type="checkbox"/> no	<b>Conduit diameter/size:</b>	<input type="checkbox"/> mm <input type="checkbox"/> inches
<b>Cable/Telephone</b>	<input type="checkbox"/> yes	<input type="checkbox"/> no	<b>Conduit diameter/size:</b>	<input type="checkbox"/> mm <input type="checkbox"/> inches
<b>Casing/Conduit material type:</b>	<input type="checkbox"/> Plastic	<input type="checkbox"/> Concrete	<input type="checkbox"/> Other	
<b>Crossing angle of Grantor Facility (degree) (as close to 90 degrees as possible):</b>				
<b>Additional General Information (if necessary):</b>				

## Schedule A2-\_\_\_

### Technical Requirements for Activities Impacting Depth of Cover – Including Drawings

#### Road Maintenance (Resurfacing or Re-gravelling) and Ditch Restoration

##### Activity Details and New Facility Information

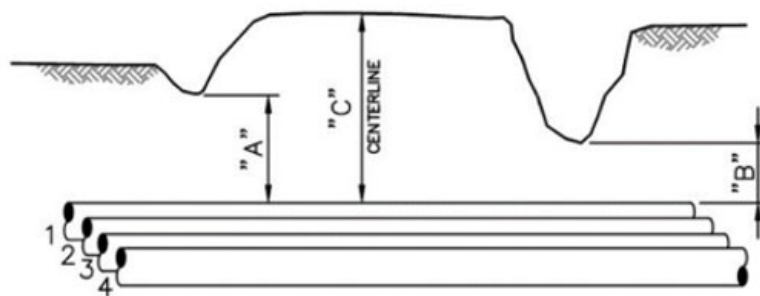
- Activity on the right of way?     yes     no  
 Location cleared for activity?     yes     no

##### Requirements for Ditch Restoration

- A and/or B: Restoration must result in greater than 0.9 m (3 ft) post remediation of depth of cover above facility
- Equipment used must comply with vehicle crossing requirements

##### Requirements for Maintenance of Roads, Pathways and Sidewalks

- C: Resurfacing with a maximum allowed milling/removal of 0.15 m (6")
- C: Resurfacing of up to 0.6 m (2 ft) of fill
- Equipment used must comply with vehicle crossing requirements



All measurements to the top of pipe

Minimum Required Clearances					
Drawing Reference	Distance	Unit of Measure	Enbridge Pipeline Number	Latitude (decimal degrees)	Longitude (decimal degrees)
<b>A: final ditch clearance</b>					
A1:					
A2:					
A3:					
A4:					
A5:					
A6:					
A7:					
A8:					
<b>B: final ditch clearance</b>					
B1:					
B2:					
B3:					
B4:					
B5:					
B6:					
B7:					
B8:					
<b>C: final surface clearance</b>					
C1:					
C2:					
C3:					
C4:					
C5:					
C6:					
C7:					
C8:					

## Schedule A2-\_\_\_

### Technical Requirements for Activities Impacting Depth of Cover – Including Drawings

#### Minor Berms and Spreading or Replacing Soil Fill Material

##### Activity Details and New Facility Information

- Activity on the right of way?     yes     no  
 Location cleared for activity?     yes     no  
 Activity duration:                     temporary     permanent

Enbridge Pipeline: \_\_\_\_\_

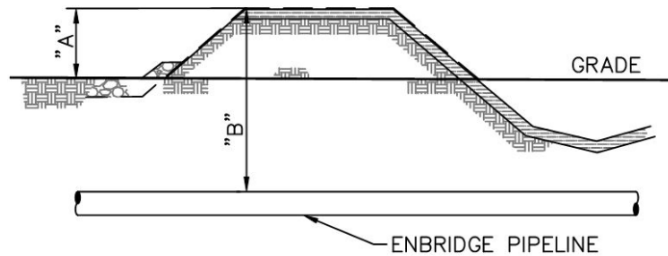
GPS coordinates of activity: Lat. \_\_\_\_\_ Long \_\_\_\_\_

##### Requirements for Minor Berms

- A: Up to 1 m (3 ft) high
- B: Not to exceed total depth of cover of 2.1 m (7ft) above a pipeline

##### Requirements for Spreading or Replacing Soil Fill Material

- A: Less than 1 m (3 ft) depth of additional soil
- B: Not to exceed total depth of cover of 2.1 m (7 ft) above a pipeline
- Soil fill material spread on land that is not on a slope
- Equipment used must comply with vehicle crossing requirements and no ground disturbance is involved



ENB Pipeline Name/Number	GPS of Crossing Latitude in decimal degrees	GPS of Crossing Longitude in decimal degrees	Required Minimum Clearance Distance "A"	Required Minimum Clearance Distance "B"	Unit of Measure

## Schedule A3-\_\_\_\_

### Technical Requirements for Above-Ground Proximity Activities – Including Drawings & Additional Terms and Conditions

<b>Activity Type:</b>	<input type="checkbox"/> <b>Poles, Fence Posts, KP/MP Markers, Signage</b>	<input type="checkbox"/> <b>Overhead Power Less than 60kV, Communication</b>	<input type="checkbox"/> <b>Ancillary or Above-Ground Installation</b>
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#### Drawing Requirements – All Proximity Activities

- Complete A for the angle of crossing table below, if appropriate
- Complete B for each pole and associated appurtenances, fence post markers, signage and ancillary installations in the location table below
- Equipment used must comply with vehicle crossing requirements

#### Poles, Fence Posts, KP/MP Markers and Signage

##### Technical Requirements

Masonry, brick, or stone fences are not permitted to be installed on any Enbridge right-of-way.

- A: fence crossings must be at an angle between 45–90 degrees (with preference for as close to perpendicular as possible. Complete A for the angle of crossing table below)
- B: 1.5 m (5 ft) from the horizontal edge of a facility (complete B in the location table below)
- B: fences parallel to an Enbridge facility must be off the right-of-way and at least 3 m (10 ft) from an Enbridge facility (complete B for each post in the location table below)

#### Overhead Power Less Than 60 kV and Communication Installation

##### Technical Requirements

**For transmission pipelines, pole and associated appurtenance placements for overhead power lines, telephone lines and telecommunication installations:**

- for transmission pipelines:
  - 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 center 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 poles and associated appurtenance 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

#### Ancillary Installation or Above-Ground Installation

##### Technical Requirements

**When no alternative location exists, Enbridge might allow ancillary encroachments on the Enbridge right-of-way or within 3 m (10 feet) of the pipeline when no right-of-way exists, subject to the requirements outlined below.**

Complete B in the proximity location table below for the following ancillary/above-ground installation.

- Garden plots must have a minimum of 0.6 m (2 ft) of cover above the facility
- Trees and shrubbery with a mature height must not exceed 1.5 m (5 ft) and must maintain a minimum horizontal distance of 3 m (10 ft) from the nearest facility
- Storage sheds must be movable on short notice with no permanent foundation and cannot be larger than 3 m x 3 m (10 x 10 ft), with a minimum distance of 3 m (10 ft) from the edge of the nearest facility
- Nurseries must have a minimum horizontal clearance of 3 m (10 ft) from the edge of the nearest facility
- Storage locations of materials such as hay bales and wood piles must have a minimum horizontal clearance of 3 m (10 ft) from the edge of the nearest facility
- Fire pits must sit on or above ground and be a minimum horizontal distance of 3 m (10 ft) from the horizontal edge of a pipeline
- Above-ground pools are permitted providing the pool, deck and access stairs remain a minimum horizontal distance of 3 m (10 ft) from all facilities
- Residential sprinkler systems must be below-ground, plastic, and low-pressure systems
- Movable equipment, trailers, boats or vehicles stored on the surface must meet the requirements of vehicle crossings and be moveable on short notice
- Play equipment must all be above surface (at grade level or above) and moveable on short notice
- Other structure: \_\_\_\_\_

#### Additional Terms and Conditions

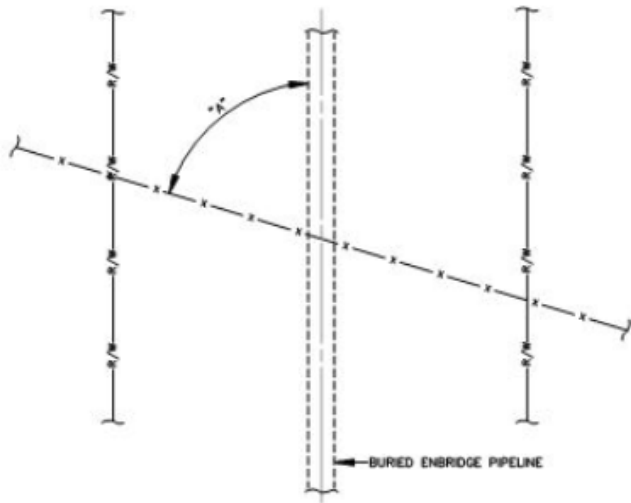
- a) Grantee’s above-ground installation shall not interfere, impede or restrict Grantor’s access to the Lands, Grantor’s access to Grantor’s Facility, or the operation of Grantor’s Facility.
- b) If requested by Grantor, Grantee’s above ground installation shall be removed at any time to:
  - i. accommodate Grantor’s work;
  - ii. address an emergency situation;
  - iii. prevent damage to Grantor’s Facilities; or
  - iv. comply with Applicable Laws.

## Crossing and Encroachment On-Site Application and Consent – Canada

- 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.

**Activity Details and New Facility Information**

Activity on the right of way?     yes     no  
 Location cleared for activity?     yes     no  
 Activity duration:     temporary     permanent  
 Enbridge Pipeline: \_\_\_\_\_



Angle of Crossing	
Drawing Reference "A" Angle (Degree)	

Location				
"B" Proximity Activity Description	Distance	Unit of Measure	GPS Coordinates in decimal degrees	
B1:			Lat.	
			Long	
B2:			Lat.	
			Long	
B3:			Lat.	
			Long	
B4:			Lat.	
			Long	
B5:			Lat.	
			Long	
B6:			Lat.	
			Long	
B7:			Lat.	
			Long	
B8:			Lat.	
			Long	
Refer to the "Crossing and Encroachment On-Site Application and Consent Process - Guide for Field Representatives" for how to complete this table.				



## Schedule A4-\_\_\_\_

### Technical Requirements for Agricultural Ground Disturbance and Vegetation Control – Including Additional Terms and Conditions

#### Activity Details and New Facility Information

- Activity on the right of way?     yes     no
- Location cleared for activity?     yes     no
- Activity duration:     temporary     permanent
- Enbridge Pipeline: \_\_\_\_\_
- GPS coordinates of activity: Lat. \_\_\_\_\_ Long \_\_\_\_\_

#### Agricultural Ground Disturbance

- Facility has more than 0.45 m (18”) depth of cover and the location has not been subject to a low depth-of-cover notification from Enbridge
- Cultivation is less than 0.45 m (1.5 ft) deep below the surface
- Soil disturbance is less than 30 cm (1 ft) deep if it does not reduce the earth cover over the pipeline below the level when the pipeline was constructed

#### Vegetation Control

- Equipment used must comply with vehicle crossing requirements and no ground disturbance is involved
- Burning, brushing, tree clearing, and stump grinding is permissible if it:
  - complies with crossing requirements and equipment criteria
  - is no more than 0.3 m (1 ft) deep
  - stays 1 m (3 ft) from the outer diameter of an Enbridge facility
- Removal of root systems of trees that are less than 1.5 m (5 ft) tall and are located within the ground disturbance zone (prescribed and controlled areas), but more than 3 m (10 ft) from an Enbridge right-of-way

## Schedule A5-\_\_\_\_ Technical Requirements for Air Bridges – Including Drawings and Additional Terms and Conditions

### Requirements

- A: Edge of the footing mat to the edge of pipeline must be a minimum of 1.5 m (5 ft)
- B: Timber footing mats must be 2.4 m x 3.0 m (8 ft x 10 ft). Using larger steel framed rig mats requires larger footing mats. The width of the ramp must be sufficient to accommodate equipment. Additional footing mats must be staggered so that loads are effectively spread across the footing mats.
- C: Overlap of rig mats to the footing mat for air bridges must be a minimum of 0.6 m (2 ft)
- D: Minimum depth of cover must be 1 m (3 ft)
- The ramp must be perpendicular to the facility

An air bridge is not required if there is more than 3 m (10 ft) of depth of cover and the vehicle weight is less than 25,400 kg (56,000 lb) per axle or for a tracked vehicle less than 27,270 kg (60,000 lb).

Note that some regions might have more stringent weight requirements for specific pipelines.

Note that Schedule A6 is not necessary for vehicles crossing on an air bridge.

### Additional Terms and Conditions

- a) Air bridge specifications represent the minimum requirements. Applicant is responsible for the design.
- b) Vehicles or equipment using the crossing must proceed slowly and with caution to minimize the impact loading.
- c) On completion of construction, the contractor must remove the bridge and restore the area to the satisfaction of Enbridge.
- d) Mat dimensions provided are a minimum area needed. Larger area mats are acceptable provided minimum clearance from the pipeline is maintained.
- e) The pipeline must be day-lighted and confirmed or located and confirmed by probing as directed by the Field Representative.
- f) Rig mats cannot be used in lieu of an air bridge without an engineering assessment.

### Above Surface – Temporary

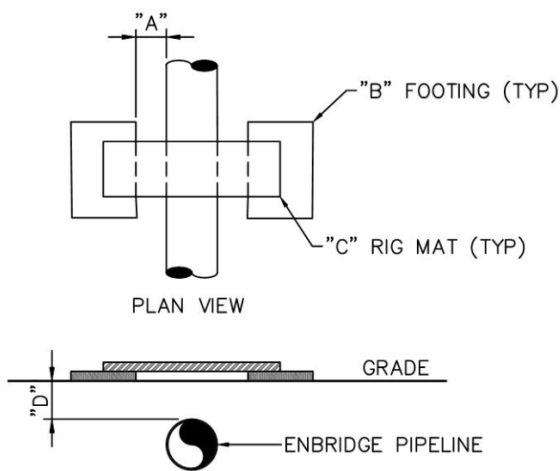
#### Air Bridges

#### Activity Details

Location cleared for activity?     yes     no

Enbridge Pipeline: \_\_\_\_\_

GPS coordinates of activity: Lat. \_\_\_\_\_ Long \_\_\_\_\_



Distances		
Drawing Reference	Distance	Unit of Measure
A:		
B:		
C:		
D:		

## Schedule A6-\_\_\_

### Technical Requirements for Vehicle Crossings/Access – Including Additional Terms and Conditions

#### Crossings

The following terms and conditions are applicable to all temporary equipment or vehicle crossings:

- Grantee shall stay 5 m (16 ft) away from Grantor’s Facility at all times except at the approved temporary equipment crossing location.
- The approved temporary crossing location shall be over straight pipeline only and to a maximum width of 8 m (25 ft) on either side of the GPS coordinates as specified in the table below.

Enbridge Pipeline Name/Number		GPS Coordinates of Activity In decimal degrees			
1		Lat.		Long	
2		Lat.		Long	
3		Lat.		Long	
4		Lat.		Long	

#### Parallel Access

The following terms and conditions are applicable to all temporary equipment or vehicle parallel access:

- Grantee shall stay 5 m (16 ft) away from Grantor’s Facility at all times.
- The temporary access is approved between GPS coordinates points 1 and 2 below:  
 1: Lat.: \_\_\_\_\_ Long: \_\_\_\_\_ 2: Lat.: \_\_\_\_\_ Long: \_\_\_\_\_

All equipment or vehicles must meet the technical requirements for each crossing or parallel access location.

Wheeled Vehicles	Tracked Vehicles
Must have at least 1.2 m (4 ft) cover over Grantor’s facility at the crossing location and:	
<input type="checkbox"/> wheeled vehicles must not exceed 9,072 kg (20,000 lb) per axle	<input type="checkbox"/> tracked vehicles must not exceed 9,072 kg (20,000 lb) total weight
Where there is a confirmed depth of cover of at least 3 m (10 ft):	
<input type="checkbox"/> wheeled vehicles must not exceed 25,400 kg (56,000 lb) per axle	<input type="checkbox"/> tracked vehicles must not exceed 27,270 kg (60,000 lb) total weight

#### Equipment Approved for Use

The following equipment is approved for use by meeting the above criteria or if it is preapproved on known operator/known equipment list.

#	Vehicle Type	Manufacturer	Model	Gross Weight (Tracked)	Per Axle Weight (Wheeled)	Equipment Description	Preapproved*
1	<input type="checkbox"/> wheeled <input type="checkbox"/> tracked <input type="checkbox"/> compaction <input type="checkbox"/> hand-held			_____ <input type="checkbox"/> kg <input type="checkbox"/> lb	_____ <input type="checkbox"/> kg <input type="checkbox"/> lb		<b>Yes if checked:</b> <input type="checkbox"/> Confirmed on list <input type="checkbox"/> Equipment Photographed Depth of Cover <input type="checkbox"/> Meters <input type="checkbox"/> Feet
2	<input type="checkbox"/> wheeled <input type="checkbox"/> tracked <input type="checkbox"/> compaction <input type="checkbox"/> hand-held			_____ <input type="checkbox"/> kg <input type="checkbox"/> lb	_____ <input type="checkbox"/> kg <input type="checkbox"/> lb		<b>Yes if checked:</b> <input type="checkbox"/> Confirmed on list <input type="checkbox"/> Equipment Photographed Depth of Cover <input type="checkbox"/> Meters <input type="checkbox"/> Feet
3	<input type="checkbox"/> wheeled <input type="checkbox"/> tracked <input type="checkbox"/> compaction <input type="checkbox"/> hand-held			_____ <input type="checkbox"/> kg <input type="checkbox"/> lb	_____ <input type="checkbox"/> kg <input type="checkbox"/> lb		<b>Yes if checked:</b> <input type="checkbox"/> Confirmed on list <input type="checkbox"/> Equipment Photographed Depth of Cover <input type="checkbox"/> Meters <input type="checkbox"/> Feet
4	<input type="checkbox"/> wheeled <input type="checkbox"/> tracked <input type="checkbox"/> compaction <input type="checkbox"/> hand-held			_____ <input type="checkbox"/> kg <input type="checkbox"/> lb	_____ <input type="checkbox"/> kg <input type="checkbox"/> lb		<b>Yes if checked:</b> <input type="checkbox"/> Confirmed on list <input type="checkbox"/> Equipment Photographed Depth of Cover <input type="checkbox"/> Meters <input type="checkbox"/> Feet

#### Compaction and Vibratory Equipment

Additional Requirements for Compaction and Vibratory Equipment:

- Drive or ride-on compaction and vibratory equipment is allowed within 1 m (3 ft) horizontal distance of a pipeline if all the following conditions are met:
  - no vibratory mechanism engaged
  - less than 9,072 kg (20,000 lb) per axle
  - more than 1.2 m (4 ft) cover over Grantor’s facility at the crossing location

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 Grantor’s representative present on-site

\* Preapproved Known Operator/Known Equipment List

Verified by: \_\_\_\_\_ Date \_\_\_\_\_ Time: \_\_\_\_\_ Preapproved number: \_\_\_\_\_

## Schedule A7-\_\_\_

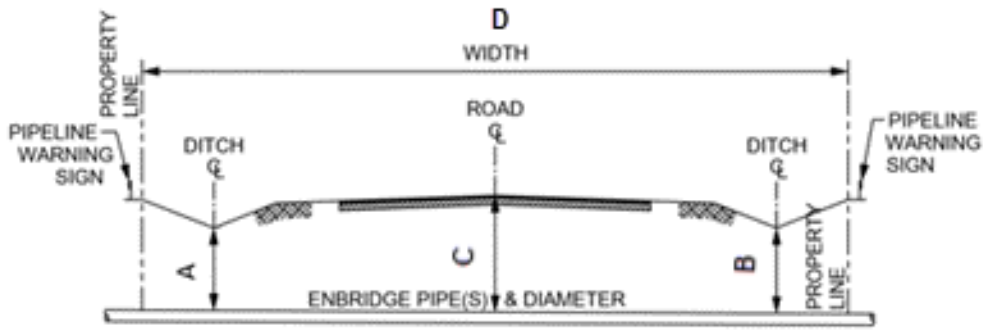
### Technical Requirements for Roads, Pathways, Sidewalks – Including Drawings and Additional Terms and Conditions Where Required

**\*\*NOTE: Engineering approval is required for use of Schedule A7 prior to issuing consent**

Residential/Landowner Roads, Pathways, Sidewalks (Non-commercial purposes)

Activity Details and New Facility Information:

Activity on the right of way?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Location Cleared for Activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Installation:	<input type="checkbox"/> Road <input type="checkbox"/> Driveway <input type="checkbox"/> Sidewalk <input type="checkbox"/> Pathway	Usage	<input type="checkbox"/> Private
Surface Material		Crossing Angle (degrees)	



Required Minimum Clearances (Measurements to the top of pipe - A, B, C)		
Drawing Reference	Distance	Unit of Measure
A: final ditch clearance		
B: final ditch clearance		
C: final surface clearance		
D: width of road		

**Drawing Requirements – All Activities**

- Complete A & B for the ditch clearances, if appropriate
- Complete C for the final surface clearance at centre of road
- Complete D for the width of the road
- Equipment used must comply with vehicle crossing requirements

**Technical Requirements**

- A: Minimum depth of cover at the center of the ditch over Grantor’s pipeline must be: \_\_\_\_\_  meters  feet, or  N/A
- B: Minimum depth of cover at the center of the ditch over Grantor’s pipeline must be: \_\_\_\_\_  meters  feet, or  N/A
- C: Minimum depth of cover at the center of the road, path or sidewalk over Grantor’s pipeline must be: \_\_\_\_\_  meters  feet
- D: road crossings must be at an angle between 45–90 degrees (with preference for as close to perpendicular as possible (complete the angle of crossing in the activity details above)
- Equipment used must comply with vehicle crossing requirements

**Additional Terms and Conditions**

Site specific conditions provided by Grantor’s Engineer for the installation/activities:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Technical Review and Approval**

Approver name: \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_\_\_.

## 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 the Lands, including the Crossing Area, in accordance with the terms and conditions as described herein and in Schedule A, Schedule B and Schedule C as applicable.

**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. 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 24. Definitions) the following shall apply:

- a) If Schedule B is applicable, then if any term or provision contained in the body of this Consent conflicts with a term or provision contained in Schedule B, the term or provision in Schedule B shall prevail.
- b) If any term or provision contained in the body of this Consent or in Schedule B conflicts with a term or provision contained in Schedule A, the term or provision in the applicable Schedule A(s) shall prevail.
- c) If any term or provision contained in the body of this Consent or in Schedule A or Schedule B conflicts with a term or provision contained in Schedule C, the term or provision in Schedule C shall prevail.
- d) 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.
- e) Words such as "hereto", "thereto", "hereof", and "herein", when used in this Consent, shall be construed to refer to provisions of this Consent.
- f) 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.

### 2. 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 – Technical Requirements – including Drawings and Additional Terms and Conditions Where Required

Schedule B – Required Terms and Conditions for Commercial Applicants

Schedule C – Applicable Regulatory Jurisdiction Requirements

Schedule D - Consent Deviation Addendum

### 3. ADDITIONAL WORK AND/OR ACTIVITIES

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

### 4. NO LAND RIGHTS

This Consent does not confer on or upon Grantee any rights to or in the 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 the Lands or Grantor's easements registered against the Lands.

### 5. 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 that are set out in this consent, including in all applicable schedules.
- c) Grantee will at all times provide direct supervision of any of its contractors, consultants, or other agents performing Work and/or Activities on the 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 the 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 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.
- j) If Grantee's construction affects Grantor's existing cathodic protection and AC mitigation test facilities within the Crossing Area, all costs associated with the relocation of the cathodic protection and AC mitigation test facilities shall be borne by Grantee. Relocation of the cathodic protection and AC mitigation test facilities shall be completed by a Grantor approved contractor.
- k) Grantee shall have available at the Crossing Area a fully executed copy of this Consent including Schedules to the Consent.

- l) 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.
- m) 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.
- n) 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.

### 6. 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.
- c) Grantor shall have the right to have Grantor's 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 Representative is on-site and has staked and marked Grantor's Facility.
- d) 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. Compaction during backfill shall be conducted with hand-held tools only. Any vibratory activity, for the purposes of backfilling, shall only be conducted with hand-held equipment (such as walk behind wacker-packer). 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.

### 7. COMPLIANCE WITH LAWS

Grantee and Grantor shall comply with all Applicable Laws.

### 8. ENVIRONMENTAL OBLIGATIONS

Notwithstanding anything contained within the Consent, if at any time during the Work, Grantee Group suspects, encounters or causes to be released, on the 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 cause a release of, contributes or is attributable to the 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 the Lands or the Crossing Area.

### 9. EMERGENCY EVENTS

- 9.1 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 15.
- 9.2 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.

### 10. LIABILITY AND INDEMNITY

- 10.1 Grantee acknowledges that Grantor makes no representations or warranties in respect of the condition of the Lands, including the Crossing Area. Grantee Group shall access and use 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 the Lands.
- 10.2 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.
- 10.3 Grantee shall be liable to, indemnify and hold harmless the Grantor Indemnified Parties from any Claims suffered or incurred by any of 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.

**10.4** 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.

**10.5** This Article 10 shall survive the termination of this Consent.

### **11. REQUIRED INSURANCE**

**11.1** Throughout the Term of this Consent, the Grantee and any Grantee contractor that performs any activities under this consent shall maintain in full force and effect insurance coverage in types and amounts which are consistent and customary for comparably situated landowners and/or contractors.

**11.2** 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 11. "Certificate Holder" shall be Grantor.

**11.3** 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.

**11.4** Effect on Indemnity Obligations. Except as required by applicable law, Grantee's compliance with the obligations under this section 11 shall in no way limit or replace the indemnity and other obligations of Grantee contained elsewhere in this Consent.

### **12. 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 12 shall be payable by Grantee within 30 days of receipt of Grantor's invoice.

### **13. 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 the 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).

### **14. TERMINATION AND ABANDONMENT**

#### **Termination**

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

- a) 14 days from the date of the Consent set out on page 2 if Grantee has not completed the Work and/or Activities permitted hereunder unless the parties have agreed in writing to an extension to the Expiry Date.
- b) Upon the removal of all Grantor's Facilities or Grantee's Facilities from the Crossing Area and the 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.

#### **Abandonment of Grantee's Facility**

**14.2** 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 this Consent. 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 14.2 conflict with the easement agreement, the easement agreement shall prevail.

**14.3** 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.

### **15. 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 Consent.

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.

### **16. 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.

### 17. 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 agreement, novation agreement or other such appropriate form of agreement 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.

### 18. ENUREMENT

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

### 19. TIME IS OF THE ESSENCE

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

### 20. 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.

### 21. ENTIRE CONSENT

This Consent sets forth the entire agreement 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.

### 22. 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.

### 23. 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.

### 24. DEFINITIONS – Unless Modified in Schedule B

- a) "Abandoned Pipeline" means a pipeline taken out of service permanently but left in place.
- b) "Activities" mean temporary activities conducted by Grantee including without limitation temporary workspace, temporary access and temporary equipment/vehicle crossings.
- c) "Consent" means this Application, Consent and the Schedules attached to it including any amendments thereto.
- d) "Applicable Laws" means any codes, statutes, regulations, permits, licenses, orders and directives of any governmental authority having jurisdiction.
- e) "Claims" means any and all losses, costs, expenses, demands, suits, fines, penalties, damages, actions and/or causes of action.
- f) "Contaminated Material" has the meaning given to it in Article 8 herein.
- g) "Crossing Area" means the area of the Lands outlined on the first page of this Consent and in Schedule A where Grantee's Facility crosses the 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) "Grantee's Facility" means the facility to be constructed by Grantee upon, above or below the Lands within the Crossing Area.
- 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 the Lands.
- k) "Grantee" means the owner of proposed facility and/or Activities requesting consent as identified on the first page of this Consent.
- l) "Grantor Indemnified Parties" has the meaning given to it in section 10.2 herein.
- m) "Grantor's Representative" means a person who is authorized to act on behalf of Grantor and includes, but is not limited to, the person identified as the Grantor's Representative on Page 1 of this Consent.
- n) "Horizontal Directional Bore" (HDB) – means a horizontal directional bore that meets ALL of the following:
  - a) The designed horizontal distance of the crossing must be less than or equal to 150 m (500 ft) in length
  - b) The depth of the pipeline installation must be limited to 8 m (25 ft) to the center (cross-section) of the pilot hole and measured to the corresponding surface location
  - c) Straight alignment in the vertical plane
  - d) Pilot bit is steerable and trackable
- o) "Horizontal Directional Drill (HDD)" – means a horizontal directional installation that DOES NOT meet one or more of the criteria for an HDB.
- p) "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.
- q) "Party" means Grantor or Grantee to this Consent.
- r) "Parties" means collectively Grantor and Grantee.
- s) "Term" means the term of the Consent as set out on page 2 of this Consent.
- t) "Work" means any and all activities performed by Grantee Group on the Lands, including the Crossing Area, and more particularly described on the first page of this Crossing Application and in Schedule A.



## Schedule B, Additional Required Terms and Conditions for Commercial Applicants

Schedule B does not apply to permanent installations and temporary activities for private use on private land where the landowner is Grantee.

### GRANTOR'S RIGHTS

- a) 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).
- b) Where cathodic protection or AC mitigation monitoring is required by Grantor as a result of Grantee's proposed installation, Grantor shall design, install and thereafter maintain a cathodic protection/AC mitigation test station(s) for Grantor's Facility in the Crossing Area. Grantor may require Grantee to reimburse Grantor for all reasonable costs incurred by Grantor in respect of the design and installation of such cathodic protection/AC mitigation test station(s).
- c) 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.

### ENVIRONMENTAL OBLIGATIONS

Notwithstanding anything contained within the Consent, if at any time during the Work, Grantee Group suspects, encounters or causes, on the 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 soils, 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 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 which 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 the 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 the 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 the Lands including the Crossing Area; or
  - (ii) if the topsoil fill material, including the spreading or placement of such topsoil fill material on the 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.

### INSURANCE

- 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 for 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.
- 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.
- 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:
- a) With exception of (b), and (d) above, inclusion of Grantor as additional insured in insurance policies under this insurance article.
  - b) 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.
  - c) 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.
- 4 Notice of Cancellation.** Insurance maintained by Grantee shall not be canceled without 30 days prior written notice being furnished to Grantor.
- 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. "Certificate Holder" shall be each entity identified as a Grantor under Grantor information on Page 1 of this Consent.
- 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 6, nor does Grantor's decision not to purchase additional insurance pursuant to this section 6 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.
- 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.
- 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.
- 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.
- 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.

- 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 Article 10 in the main body of this consent. 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.

## Schedule C1

### Applicable Regulatory Jurisdiction Requirements – Canada Energy Regulator

If the Enbridge pipeline number(s) as set forth in the Enbridge Facility Information section on page 1 of this crossing application is listed in the table below, then the following terms and provisions apply.

Liquid Pipeline Numbers
Enbridge Lateral 3, Enbridge Lateral 4, Gibson Lateral 1, Gibson Lateral 2, Husky Lateral, Husky Connection Upgrade, , Line 1, 2, 3, 4, 4L, 5, 6, 7, 8, 9, 9B, 9C, 9L, 10, 11, 12, 13, 21, 22, 25, 26, 40A, 65, 67, 93, 95, Shell Lateral, Suncor Lateral in Suncor Takeoff

Gas Pipeline Names
<p><b>Enbridge Gas:</b> Link, Rockcliffe, Orleans, Cornwall, 2193914 Canada Limited, Bluewater, St. Clair, Ojibway, NOS 12 North (Detroit) River Crossing</p> <p><b>Wholly owned:</b> Alberta Mainline, Atkin Creek, Alberta Gathering, Alces, Boundary Lake, Bonanza, Braeburn, Dawson Creek, Gordondale, Grizzly, North Shekilie, Parkland, Pointed Mountain, Pouce Couple, Sikanni, South Braeburn, South Police Coupe, South Shekilie Steward Lake, Station 2, 2b, 3, 4a, 4b, 5, 6a, 6b, 7, 8a, 8b, 9, Fort Nelson, McMahon lines 1 and 2, Stations N2, N3, N4 and N5</p> <p><b>Enbridge operated joint ventures:</b> Maritimes and Northeast Pipeline Ltd. (Maritimes – Goldboro Transfer Station to FT0011 US, Saint John, Lake Utopia Spur Line, Halifax, Point Tupper, Point Tupper Extension, Moncton), Vector</p>

**WHEREAS** Grantor owns and operates, on a common carrier basis, a liquid hydrocarbon pipeline transportation system within Canada pursuant to the Canadian Energy Regulator Act, SC 2019, c28, s 10 as amended or replaced from time to time and administered by the Canada Energy Regulator.

**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.

#### GRANTOR'S CONSENT AND DISCLAIMER

Notwithstanding anything else contained in the main body of this Consent, Grantor shall not be responsible or liable for (i) any errors or omissions in any Grantor information provided to Grantee under section 4 of the Canadian Energy Regulator Pipeline Damages Prevention Regulations - Obligations of Pipeline Companies or otherwise and/or (ii) 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.

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

All approved 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 Canada Energy Regulator.

Grantee shall comply with the Canadian Energy Regulator 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.

#### GRANTOR'S RIGHTS

- a) 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 6(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.
- b) 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 and Grantor will report any security, safety or other concerns to Grantee. Grantee shall promptly remedy such security, safety or other concerns reported to it and report such remedy in writing to Grantor as soon as reasonably practicable.
- c) Where cathodic protection monitoring is required by Grantor as a result of Grantee's proposed installation, Grantor shall design, install and thereafter maintain a cathodic protection test station for Grantor's Facility in the Crossing Area. Grantee shall reimburse Grantor for all reasonable costs incurred by Grantor in respect of the design and installation of such cathodic protection test station.

### COMPLIANCE WITH LAWS

Grantee and Grantor shall at all times comply with any and all applicable laws, codes, statutes, regulations, permits, licenses, orders and directives (collectively “Applicable Laws”) of any governmental authority having jurisdiction including without limitation the Canadian Energy Regulator Act and its regulations including without limitation the Canadian Energy Regulator Pipeline Damage Prevention Regulations - Authorizations and the Canadian Energy Regulator Act Damage Prevention Regulations - Obligations of Pipeline Companies as amended or replaced from time to time.

And without limiting the generality of the foregoing, Grantee shall be subject to the obligations of both an Excavator and a Facility owner pursuant to the Canadian Energy Regulator Pipeline Damage Prevention Regulations-Authorizations. The minimum technical standards Grantee is required to comply with under Applicable Laws shall apply to Grantee's Work unless more stringent standards are provided for in this Consent or are imposed under the Canadian Energy Regulator Act or other authority having jurisdiction over part, parts or the whole of Grantor pipeline system. 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.

### TERMINATION AND ABANDONMENT

This Consent shall terminate upon the abandonment of all Grantor's Facilities or Grantee's Facilities from the Crossing Area in accordance with the Canadian Energy Regulator Act and the 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.

### 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 pipeline for the transmission of hydrocarbons or any other substance;
- b) “Grantor's Facility” means a Pipeline (as defined in the CER Act) — 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 CER 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 CER Act or made in respect of international or interprovincial power lines under section 275 of the CER Act;
  - (ii) is, in relation to a pipeline, caused by cultivation to a depth of less than 45 cm (18”) 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 30 cm (1 ft) 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.
- d) “Prescribed Area” has the meaning assigned by section 2 of the Canadian Energy Regulator Pipeline Damage Prevention Regulations – Authorizations as amended or replaced from time to time.

## Schedule C2,

### Applicable Regulatory Jurisdiction Requirements – Alberta Energy Regulator

If the Enbridge pipeline number(s) as set forth in the Enbridge Facility Information section on page 1 of this crossing application is listed in the table below, then the following terms and provisions apply.

Liquid Pipeline Names
<b>Lines:</b> 18, 19, 20, 30, 31, 32, 33, 34, 36, 37, , 45, 49, 50, 70, 72, 73, 74, 75, 76, 77, 90, 91, Manyberries
<b>Laterals:</b> AOC Lateral, BV-19-LTPIP-8000, BV-201-LTPIP-8062, BV-203-LTPIP-8061, BV-248-LTPIP-8053, EC-202-LTPIP-8140, EC-203-LTPIP-8141, EP-18-LTPIP-8110, EP-205-LTPIP-8143, EP-221-LTPIP-8133, EP-70-LTPIP-8017, EP-725-LTPIP-8001, EP-725-LTPIP- 8137, EP-725-LTPIP- 8138, EP-725-LTPIP-8134, EP-725-LTPIP-8136, EP-725-LTPIP-8152, Flint Hills Lateral, FX-74-LTPIP – 8010, HET-40-LTPIP-810, HRT-1-LTPIP-8098, HRT-1-LTPIP-8099, Renaissance 16-36, RV-715-LTPIP-8009, TF-201-LTPIP-8070, TF-231-LTPIP-8060, TF-810-LTPIP-8008 Triumph 10-1, Triumph 4-23, TT-203-LTPIP-8117, TT-204-LTPIP-8129, YP-101-LTPIP-8065, YP-103-LTPIP-8058, YP-104-LTPIP-8056, YP-104-LTPIP-8067, YP-201-LTPIP-8059, YP-201-LTPIP-8149, YP-204-LTPIP-8066, YP-204-LTPIP--8115

**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;

#### GRANTOR’S CONSENT AND DISCLAIMER

Notwithstanding anything else contained in the Consent, 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.

#### CONDITIONS APPLICABLE TO GRANTEE’S WORK AND GRANTEE’S FACILITY

All approved 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.

#### GRANTOR’S RIGHTS

- a) 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 6(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.
- b) 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 and Grantor will report any security, safety or other concerns to Grantee. Grantee shall promptly remedy such security, safety or other concerns reported to it and report such remedy in writing to Grantor as soon as reasonably practicable.
- c) Where cathodic protection monitoring is required by Grantor as a result of Grantee’s proposed installation, Grantor shall design, install and thereafter maintain a cathodic protection test station for Grantor’s Facility in the Crossing Area. Grantee shall reimburse Grantor for all reasonable costs incurred by Grantor in respect of the design and installation of such cathodic protection test station.

#### COMPLIANCE WITH LAWS

Grantee and Grantor shall at all times comply with any and all applicable laws, codes, statutes, regulations, permits, licenses, orders and directives (collectively “Applicable Laws”) of any governmental authority having jurisdiction including without limitation the Pipeline Act and the Pipeline Rules and/or directives as amended or replaced from time to time.

The minimum technical standards Grantee is required to comply with under Applicable Laws shall apply to Grantee’s Work unless more stringent standards are provided for in this Consent or are imposed under the Pipeline Act or other authority having jurisdiction over part, parts or the whole of Grantor Pipeline system.

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.

#### TERMINATION AND ABANDONMENT

This Consent shall terminate upon the abandonment of all Grantor’s Facilities or Grantee’s Facilities from the Crossing Area in accordance with the Pipeline Act and the 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.

### DEFINITIONS

- (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 meters) 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 agreement;
  - (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) 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 pipeline 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 30 cm (1 ft) 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 45 cm (18”) below the surface of the ground, or
  - (iii) any work, operation or activity that is specified in the rules 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:
    - (A) a facility, scheme or other matter authorized under the Oil and Gas Conservation Act or the Oil Sands Conservation Act, or
    - (B) a coal processing plant or other matter authorized under the Coal Conservation Act,
  - (ii) 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
  - (iii) a pipe used to convey sewage;

## Schedule C3, Applicable Regulatory Jurisdiction Requirements – BC Energy Regulator (BCER)

If the Enbridge pipeline number(s) as set forth in the Enbridge Facility Information section on page 1 of this crossing application is listed in the table below, then the following terms and provisions apply.

Gas Pipeline Numbers
Lines: Aitken Creek

**WHEREAS** Grantor owns and operates a pipeline transportation system within the Province of British Columbia pursuant to the Energy Resource Activities Act SBC 2008, c 36 and its regulations and directives as amended or replaced from time to time (the “ERA Act”) and administered by the British Columbia Energy Regulator (BCER).

**WHEREAS** the ERA 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.

### 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, an energy resource, water or a substance referred to in paragraph (d) or (e) of the definition of “pipeline” (under Section 1 of the ERA Act).
- (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 (i), of the earth to a depth of less than 30 cm;
- (d) “pipeline” means piping through which any of the following is conveyed:
  - (i) an energy resource;
  - (ii) carbon dioxide,
  - (iii) water used for, or produced in the course of, an energy resource activity;
  - (iv) solids;
  - (v) substances prescribed under section 133 (2) (v) of the Petroleum and Natural Gas Act (British Columbia);
  - (vi) other prescribed substances, and includes installations and facilities associated with the piping, but does not include
    - a. 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),
    - b. a well head, or
    - c. anything else that is prescribed by the ERA Act.



**Schedule D,  
Consent Deviation Addendum**

On-Site Consent No.: \_\_\_\_\_

It is hereby acknowledged that the following approved deviations are agreed to by the Parties as they apply to the requirements as set forth in Schedule A(s) in “Crossing and Encroachment On-Site Application and Consent” referenced in this deviation addendum. All other terms and conditions of the “Crossing and Encroachment On-Site Application and Consent” remain in force.

NOTE: Engineering approval is required for a technical specification deviation.

**Approved Deviations**

Schedule		GPS of Activity	Existing Requirement	Approved Deviation
1		lat:		
		long:		
Authorization:		Approver name or preapproved deviation #: _____		Date: _____
2		lat:		
		long:		
Authorization:		Approver name or preapproved deviation #: _____		Date: _____
3		lat:		
		long:		
Authorization:		Approver name or preapproved deviation #: _____		Date: _____
4		lat:		
		long:		
Authorization:		Approver name or preapproved deviation #: _____		Date: _____
5		lat:		
		long:		
Authorization:		Approver name or preapproved deviation #: _____		Date: _____

Agreed to by  
Grantee Per \_\_\_\_\_

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

<b>Enbridge Authorization</b>		
Agreed and consented this	_____ day of _____	20 _____
<b>Grantor</b>		
Per _____	_____	
	<i>Print name and title</i>	