

COUNTY OF ST. PAUL

5015 – 49 Avenue, St. Paul, Alberta, T0A 3A4
www.county.stpaul.ab.ca

Our Mission - To create desirable rural experiences



WATER DIVERSION ACCESS AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF _____, 2019

BETWEEN

THE COUNTY OF ST. PAUL NO. 19

(hereinafter called “the County”)

OF THE FIRST PART

And

CANADIAN NATURAL RESOURCES LIMITED

(hereinafter called “CNRL”)

OF THE SECOND PART

WHEREAS the County desires to have continued access to water for municipal and agricultural uses: and

WHEREAS CNRL desires to have access to water for its industrial oil and gas needs and remain in compliance with Alberta Energy Regulator;

NOW THEREFORE, this Agreement witnesses that, in consideration of the mutual covenant and undertaking herein, the parties hereto agree as follows:

- 1) CNRL will operate and maintain the freshwater intake point at LSD 10 (ten) – Section 21 (twenty-one) – Township 056 (fifty-six) – Range 06 (six) – West of the 4th (fourth) Meridian under Alberta Environment Water Act License 30495.
- 2) CNRL will operate and maintain 2 (two) water diversion points, and allow the County to utilize these points, at the following legal descriptions: LSD 03 (three) –

Section 13 (thirteen) – Township 55 (fifty-five) – Range 06 (six) – West of the 4th (fourth) Meridian, located in the County of Vermilion River, and LSD 03 (three) – Section 15 (fifteen) – Township 56 (fifty-six) – Range 06 (six) – West of the 4th (fourth) Meridian, located in the County of St. Paul.

- 3) The County is to apply for a permanent diversion license from Alberta Environment and Parks for the purpose of providing access to water for municipal and agricultural use to ensure compliance with all Alberta Environment and Parks regulations.
- 4) The County will bear no cost for the maintenance and operation of the infrastructure at the raw water intake or either of the water distribution sites.
CNRL will provide all maintenance and carry out all operations at its own cost.
- 5) CNRL will provide access to the infrastructure at the water distribution points for the use of the County and agricultural producers at no charge.
- 6) CNRL will provide access to the infrastructure only as long as it serves their oil and gas needs.
- 7) CNRL will monitor and log all requisite information pertaining to individuals accessing these 2 (two) water diversion points.
- 8) CNRL will provide to the County any information required to satisfy Alberta Environment and Parks reporting requirements.
- 9) The term of this Agreement will be 10 years.
- 10) Either party may terminate this Agreement by providing the other party with 30 (thirty) days' written notice.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals
the day and year first above written.

CANADIAN NATURAL RESOURCES LIMITED

Per: _____

SIGNING AUTHORITY

COUNTY OF ST. PAUL NO. 19

Per: _____

REEVE

Per: _____

COUNTY CAO