

**LICENSE AND ENCROACHMENT AGREEMENT
FOR
INSTALLATION OF BOREHOLES/MONITORING WELLS**

THIS AGREEMENT, made and entered into this the _____ day of _____, _____, by and between the City of Saskatoon (the "City"), and _____ (the "Company").

WITNESSETH

THAT WHEREAS, _____, or any of its agents or subcontractors desires to encroach on and use the right-of-way or other property of the City designated as the _____ (the "Premises") in the City of Saskatoon, Saskatchewan, with the following: installation of a maximum of _____ boreholes for the purpose of environmental or geotechnical soil monitoring with a maximum of _____ of the boreholes completed as monitoring wells for the purpose of environmental or geotechnical monitoring. _____ of wells are to have a flush mount and _____ of wells are to have a locked protective stickup casing.

WHEREAS, it is to the material advantage of the Company to effect this use and encroachment, and the City in the exercise of authority conferred upon it by statute, is willing to permit the use and encroachment within the Premises as indicated, subject to the conditions of this agreement.

NOW, THEREFORE, IT IS AGREED that the City hereby grants to the Company the right and privilege to carry out the use and encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions:

1. The boreholes and monitoring wells shall be established and installed in the Premises on _____ in the area shown in Figure 1 (attached as Schedule "A"). Boreholes shall be advanced using _____ and extend to a maximum depth from grade of _____ metres. Boreholes not completed as monitoring wells shall be, backfilled and compacted with bentonite chips to approximately 1.2 m depth. Filter pack sand will be placed from 1.2 m to 0.6 m depth. Upper 1.2 m shall be backfilled with materials equivalent to what was removed e.g. concrete from 0.6 m to 60 mm depth and capped with asphalt, flush with the existing surface. Monitoring wells must be completed with flush-mounted metal surface casing and lids. Monitoring wells shall be locked and secured, respectively, to prevent unauthorized access. When not installed in roadways, sidewalks, parks or other locations where a flush mount is required, a stickup installation may be installed with a locked protective stickup casing.
2. The Company's use and encroachment permitted shall not be enlarged beyond the areas described in Schedule "A".

3. Establishment of the boreholes and installation of the monitoring wells are proposed for the _____ quarter of _____.
4. The site will be cleaned of all debris at the end of each working day and upon completing the monitoring well installations.
5. The Company shall not allow any boreholes to be left open to protect public safety.
6. The Company will be responsible to maintain the monitoring wells.
7. The Company will decommission the wells and patch the holes prior to December 31, . unless an extension is granted by the City. The method of decommissioning shall include removal of the top 1.0 metre of the casing, the placement of concrete or bentonite to a point within 0.5 m of the finished surface, followed by materials equivalent to what was removed e.g. concrete from 0.5 m to 60 mm depth and capped with asphalt, flush with the existing surface. A decommissioning log will be provided to the City once decommissioning has been completed.
8. The Company shall indemnify and save harmless the City from and against all damages, injuries, suits, actions, proceedings, demands, claims, expenses or costs (including legal costs) which may arise out of or be attributable to its use of the Premises except to the extent that the same is the result of the negligence or wilful misconduct of the City.
9. The City shall not be responsible for damage incurred to the monitoring wells due to normal road (or other) maintenance performed by the City unless such damage is the result of the negligence or wilful misconduct of the City.
10. In the event of an emergency, the City has the right to remove any or all monitoring wells in the City right-of-way and in such instance the City shall not be responsible for damage incurred to the monitoring wells.
11. The City may terminate this agreement:
 - a. If the Company fails to comply with any of the provisions of this agreement; or
 - b. Without cause, upon 30 days' written notice to the Company to its address stated above by ordinary mail, service of which shall be deemed to have been received three days after the date of mailing

and in the event of such termination, the Company shall carry out its decommissioning obligations as described in this agreement within 30 days.

12. In the event the Company fails to perform any of its obligations under this agreement, the City may perform those obligations and the City's costs of performance shall be paid to the City by the Company.
13. The Company shall comply with all applicable federal, provincial and municipal law in its use of the Premises.
14. It is expressly acknowledged by the parties that this agreement confers a license and encroachment right only and does not create any vested right in the land of the Premises in favour of the Company.
15. The City shall inspect the site after the completion of the installations and after the wells have been decommissioned.
16. The City will be provided borehole logs displaying Easting and Northing co-ordinates in UTM NAD 83 (Zone 13) and scaled site plans of the completed borehole and monitoring well locations.
17. The City shall be notified if contamination levels in the City right-of-way exceed Saskatchewan Environment guidelines.
18. The Company shall not assign this agreement, nor any rights granted by this agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.
19. Any condoning, excusing or overlooking by the City of any default, breach or non observance by the Company of any covenant, provision or condition herein contained does not operate as a waiver of the City's rights hereunder in respect of subsequent defaults, breaches or non-observances and does not defeat or affect in any way the rights of the City herein in respect of any subsequent defaults or breaches.
20. This agreement constitutes the entire agreement between the parties and the parties agree that there are no collateral agreements, representations, warranties or promises.
21. For the purposes of this agreement, _____ shall mean _____ and any of its employees, agents, contractors, successors or assigns.
22. This agreement constitutes the entire agreement between the parties and the parties agree that there are no collateral agreements, representations, warranties or promises.
23. This Agreement shall enure to the benefit of and be binding upon the successors of the parties.
24. This agreement shall be interpreted according to the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first written above.

CITY OF SASKATOON
(First Party)

(Second Party)

Name (Please Print)

Name (Please Print)

Title

Title

Signature

Signature

Phone number

Phone number

Additional signature if Required

Name (Please Print)

Title

Signature

Phone number