



COUNTY OF
NEWELL

OFFICE USE ONLY

AGREEMENT #

**AGREEMENT FOR THE
GROUND DISTURBANCE WITHIN PROXIMITY OF A COUNTY FACILITY**

This Agreement Between:

(hereinafter the "Applicant")

And:

COUNTY OF NEWELL
(hereinafter the "County")

Whereas the Applicant has made application to undertake ground disturbance within thirty (30) meters of a County of Newell facility at the following location:

Legal Land Description Quarter: _____ Section: _____ Twp: _____ Range: _____ Meridian: _____

Lot: _____ Block: _____ Plan: _____

Physical Address: _____

The County hereby grants consent to the Applicant to undertake ground disturbance activities within thirty (30) meters of a County of Newell facility under the following conditions:

WHEREAS the Applicant operates or proposes to operate ground disturbing equipment within thirty (30) meters of the County facility (hereinafter referred to as "facility");

AND WHEREAS the Parties desire that an Agreement be entered into for the proximity of ground disturbance within thirty (30) meters of a County facility.

NOW THEREFORE this Agreement witnessed that, in consideration of the premises, covenants and agreements herein contained, the Parties agree as follows;

- 1) The County does hereby, in consideration of the sum of Fifty Dollars (\$50.00) paid to the County by the Applicant, the receipt of which sum in full is hereby acknowledged and in consideration of the covenants and conditions hereinafter set forth, grant transfer unto the Applicant the right, privilege and licence to undertake ground disturbance operations within thirty (30) meters of a County facility (hereinafter referred to as "Proximity") by the applicant at those locations described within the title bar herein.
- 2) The Applicant shall furnish to the County detailed maps, plans and drawings of each proximity (hereinafter referred to as the "Proximity Plans") at time of application. Permits will not be issued otherwise.





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- 3) The Applicant shall not undertake ground disturbance activities without first obtaining approval of the Proximity Plans by the County.
- 4) If the Applicant obtains written approval of Proximity Plans by the County as described in Article 3, herein, ground disturbance operations shall conform exactly to the Proximity Plans for which approval of the County was obtained. Deviation from the plan must receive approval before commencement.
- 5) This Agreement shall remain in force and effect until such time ground disturbance activities have ceased at the Proximity location.
- 6) The Applicant may enter upon and occupy the Proximity for the purposes provided in this Agreement, for the duration of this Agreement.
- 7) The Applicant does hereby agree that it shall not make or bring any claim, action, suit, proceeding or demand against the County, it's elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any matter whatsoever to this Agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing shall include any claim, action, suit, proceeding or demand arising in tort or contract, providing such claim, action, suit, proceeding or demand is not the result of any wilful act or negligence of the County, it's elected officials, officers, employees, servants, agents or contractors.
- 8) Notwithstanding the foregoing, in no event shall the County ever be liable to the Applicant for any consequential, indirect, or special damages. Special damages shall include, but not be limited to, the value associated with any loss of product from the Structure.
- 9) The Applicant hereby agrees that it shall indemnify and save harmless the County, it's elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceeding or demand made or brought against the County, it's elected officials, officers, employees, servants, agents and contractors by any third party with respect to any occurrence, incident, or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom and which indemnity shall, without restricting the generality of the foregoing, include all legal costs incurred by the County in defending such a claim, action, suit, proceeding or demand providing such claim, action, suit, proceeding or demand is not the result of any wilful act or negligence of the County, it's elected officials, officers, employees, servants, agents of contractors.
- 10) Upon request of the County, the Applicant agrees to provide to the County, prior to the commencement of construction of a Proximity, security in the amount and of such type as the County shall reasonably request.
- 11) **Subject to Article 13 herein, the Applicant shall provide the County forty eight (48) hours' notice during normal business hours (8:00 am to 4:30 pm) Monday to Friday or at approvals@newellmail.ca of its intention to perform any ground disturbance within ten (10) meters of a County of Newell facility. The County representative can be contacted at 403-362-3266.**
- 12) If Ground Disturbance is to take place within in ten (10) meters of a County of Newell facility, the facility may have to be hand exposed as per County of Newell guidelines.





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- 13) In the event of any emergency involving the ground disturbance, no prior written notice shall be required to be given to the County for the Applicant to attend the emergency. However, the Applicant shall, in all instances, immediately address the emergency and as soon as possible thereafter advise the County of such emergency.
- 14) This Agreement shall not be assigned by the Applicant without written consent of the County, which consent shall not be unreasonably withheld.
- 15) In the case of default by either of the Parties hereto in conducting any of the terms, covenants and provisions of this Agreement, either Party may give fifteen (15) days written notice of such default to the other. In the event that the Party claimed to be in default does not commence to remedy such default within the fifteen (15) day period, the other Party may take such steps that are appropriate and necessary to remedy such default and the Party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.
- 16) Any condiment, excusing or overlooking by either Party of any default, breach, or non-observance by the other Party at any time or times in respect of any covenant, provisions, or condition herein contained shall not operate as a waiver of the Party's rights hereunder in respect of any subsequent default, breach or non-observance by the other Party. No covenant, term or condition of the Agreement or any breach thereof shall be deemed to have been waived by either Party unless such waiver is in writing and signed by the Party waiving.
- 17) Every notice required by this Agreement to be in writing shall be delivered personally, sent by prepaid registered mail or email. In the case of personal delivery, such notice shall be deemed to be received on the date of delivery and, in the case of service by mail, shall be deemed to have been given seven (7) days following the date upon which it was mailed.
- 18) This Agreement shall be governed by the laws of the Province of Alberta, and the rights and obligations of the Parties hereto are subject to all present and future laws, rules, regulations and orders of any legislative body or duly constituted authority now or hereafter having jurisdiction over the Parties or the subject matter of this Agreement.
- 19) This agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 20) Subject to Article 19 herein, this Agreement shall remain in force and effect until such time as the Structure is physically removed from the Proximity.
- 21) If the defaulting Party has not remedied or commenced to remedy the default after the expiration of the fifteen (15) day period set out in Article 15, then the other Party may terminate this Agreement by giving six (6) months written notice to the defaulting Party.





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- 22) This Agreement contains the entire Agreement between the Parties hereto and no understandings or agreements, verbal or otherwise, exist between the Parties except as herein expressly set out.
- 23) The Applicant has twelve (12) months to complete the installation of the Structure. If the installation procedures have not commenced prior to the twelve (12) month period, a new Proximity agreement will be required.
- 24) Notice
- 24.1) Any notice or other communication or instrument permitted pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by prepaid registered mail addressed as follows:

In case of notice or communication to the County, to:

County of Newell
183037 Rge Rd 145
Box 130
Brooks, AB T1R 1B2

In case of notice or communication to the Applicant, to:
(mailing address of Applicant)

Name

Mailing Address

Phone Number

Email Address

- 24.2) Either party may change its mailing or delivery address by giving to the other party written notice to that effect.





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25) Collection of Personal Information

25.1) The personal information collected on this form will be used by the County of Newell to administer road allowances. This collection is authorized under section 4(c) of the Protection of Privacy Act (POPA) and Division 2 Roads of the Municipal Government Act. The personal information collected will be protected by section 10 of the Protection of Privacy Act. Please direct any questions about this collection to the Privacy Officer for the County of Newell at 403-362-3266 or administration@newellmail.ca.

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seals under the hands of their proper signing officers in that behalf to give effect to this Agreement the day and year first above written notwithstanding the actual date or dates of execution.

The above terms accepted by Applicant (please complete the following information):

Applicant

County of Newell

Name

Name

Signature

Signature

Date

Date

