



COUNTY OF
NEWELL

Subd. File: _____

Dev. Permit: _____

Rural Address: _____

PROXIMITY AGREEMENT

This Agreement dated _____, _____. Between:

NAME:

ADDRESS:

PHONE NUMBER:

EMAIL:

(the "Applicant")

And:

COUNTY OF NEWELL NO.4
Box 130, Brooks, AB T1R 1B2
(the "County")

Whereas the Applicant has made application to install a structure within 100 meters of a road allowance at the following location:

LEGAL:

PLAN:

BLOCK:

LOT:

The County hereby grants consent to the Applicant to install a structure within 100 meters of a road allowance under the following conditions:

WHEREAS the title to all public highways and roads is vested in the Crown in right of Alberta subject to the County having the control and management of the public highways and roads, in accordance with the provisions of the Municipal Government Act, R.S.A. 1980, M-26 as amended (which public highways and roads, including road allowances, are hereinafter referred to as the "Roads");

AND WHEREAS the County is a municipal corporation that is responsible for the orderly development of a system of highways, roads and road allowances within its municipal boundaries in accordance with the provisions of the Municipal Government Act;

AND WHEREAS the Applicant operates or proposes to operate a Structure within 100 meters of the municipal boundaries of the County (hereinafter referred to as "Structure");

AND WHEREAS the Parties desire that an Agreement be entered into for the proximity of a structure within 100 meters of a County Road;



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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 lay, construct, operate, maintain, inspect, repair, remove and replace a Structure within 100 meters of a County Road (hereinafter referred to as "Proximity") by the applicant at those locations described within the title bar herein.
2. All Structures shall be constructed, inspected, maintained, repaired, replaced and removed in accordance with all applicable Federal, Provincial and Municipal legislation and regulations.
3. 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.
4. The Applicant shall not construct a Structure without first obtaining approval of the Proximity Plans by the County.
5. If the Applicant obtains written approval of Proximity Plans by the County as described in Article 3, herein, construction of a Structure shall conform exactly to the Proximity Plans for which approval of the County was obtained. Deviation from the plan must receive approval before commencement.
6. The Applicant shall maintain all Proximities to the continued satisfaction of the County.
7. This Agreement shall remain in force and effect until such time as the Structure is physically removed from the Proximity location.
8. The Applicant may enter upon and occupy the Proximity for the purposes provided in this Agreement, for the duration of this Agreement.
9. The Applicant shall be liable for and pay all taxes, rates and assessments of any kind and description whatsoever that may be imposed by any lawful authority by reason of the presence of Structure within the Proximity area or by reason of this Agreement, and the Applicant shall indemnify and save harmless the County from and against all such taxes, rates and assessments.
10. 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.



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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.

11. 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.
12. 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.
13. **Subject to Article 25 herein, the Applicant shall provide the County fortyeight (48) hours' notice during normal business hours (8 am to 5 pm) Monday to Friday or at approvals@newellmail.ca of its intention to perform any ground disturbance on the Structure within County of Newell Rights of Way. The County representative can be contacted at 403-633-1585.**
14. In the event of any emergency involving the Structure, 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 attend to the emergency and as soon as possible thereafter advise the County of such emergency.
15. In the event of an emergency involving the road allowance in which the Structure is situated, the County may enter upon the road allowance and take whatever steps are necessary in order to safeguard users of the roadway, and to satisfy their obligations under the Municipal Government Act.
16. This Agreement shall not be assigned by the Applicant without written consent of the County, which consent shall not be unreasonably withheld.
17. In the case of default by either of the Parties hereto in carrying out 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.





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18. 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.
19. 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.
20. 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.
21. This agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
22. Subject to Article 25 herein, this Agreement shall remain in force and effect until such time as the Structure is physically removed from the Proximity.
23. 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 27, then the other Party may terminate this Agreement by giving six (6) months written notice to the defaulting Party.
24. 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.
25. The Applicant has twelve (12) months to complete the installation of the Structure within the County Road. If the installation procedures have not commenced prior to the twelve month period, a new Proximity agreement will be required.





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):

- Print Name _____
- Signature _____
- Today's Date _____

Approved By: County of Newell representative: