



**COUNTY OF
NEWELL**

**AGREEMENT FOR THE
MAINTENANCE COUNTY OF NEWELL ROAD ALLOWANCE**

This Agreement Between:

NAME:	MAILING ADDRESS:
PHONE NUMBER:	EMAIL:

(the "Applicant")

And:

COUNTY OF NEWELL
Box 130, Brooks, AB T1R 1B2
(the "County")

Whereas the Applicant has made application maintain County road allowance at the following location:

LEGAL:	PLAN:	BLOCK:	LOT:
PHYSICAL ADDRESS:			

WHEREAS the Company wishes to develop and use undeveloped road allowances within the municipal boundaries of Newell; and

WHEREAS Newell agrees to allow the Company to develop and use undeveloped road allowances within the municipal boundaries of Newell under certain terms and conditions;

NOW THEREFORE in consideration of the premises and of the covenants by and between the Parties hereto, the Parties do agree each with the other as follows:

1) Article 1 - Interpretation

- a) In this Agreement, including the recitals, the Schedules and this clause, the following terms (unless the context specifically requires otherwise) shall have the following meanings:
 - i) "Agreement shall mean this Agreement.
 - ii) "Reclamation" and "Reclaim" shall mean the restoration of a road allowance described in Schedule "A", herein, to the state in which it existed prior to it being developed pursuant to Article 3, herein, and which Reclamation must be to the complete and total satisfaction of Newell.
 - iii) "Undeveloped Roads" shall mean undeveloped roads as described in Schedule "A", herein, which, without limiting the generality of the foregoing, may include undeveloped road allowances and undeveloped roads for which a road plan has been filed.
- b) The division of this Agreement into articles and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- c) All references to any person in this Agreement shall be read with such changes in number and gender as the context requires.





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- d) All statements of, or references to, dollar amounts in this Agreement shall mean lawful money of Canada.
- e) This Agreement shall be governed by the laws of the Province of Alberta, and the Parties agree to submit to the jurisdiction of the Courts of the Province of Alberta.

2) **Article 2 - Use of Undeveloped Roads**

- a) In consideration for the sum of FIVE DOLLARS (\$5.00), payment of which is hereby acknowledged, Newell agrees to allow the Company to use the Undeveloped Roads described in Schedule "A", herein, subject to the terms and conditions of this Agreement.
- b) The Company agrees to use the Undeveloped Roads described in Schedule "A", herein, only for those purposes set out in Schedule "B", herein.
- c) The Company agrees to use its best efforts to ensure that the Undeveloped Roads described in Schedule "A", herein, shall only be used by those persons or classes of persons set out in Schedule "C", herein.
- d) The Company agrees to use the Undeveloped Roads described in Schedule "A", herein, in accordance with all Federal, Provincial and Municipal legislation.
- e) The Company agrees to control the weeds as required within the undeveloped roads described in Schedule "A", herein.

3) **Article 3 - Development of Road Allowance**

- a) Newell may at any time, in its sole and absolute discretion by notice in writing to the Company, designate Undeveloped Roads described in Schedule "A", herein, as:
 - i) Class 1 Road Allowance; or
 - ii) Class 2 Road Allowance; or
 - iii) Class 3 Road Allowance.
- b) Newell may at any time, in its sole and absolute discretion by notice in writing to the Company, change the designation of an Undeveloped Road designated in accordance with Article 3.1, herein, from a Class 2 Undeveloped Road to a Class 1 Undeveloped Road.
- c) The Company agrees to develop to the satisfaction of Newell every Undeveloped Road described in Schedule "A", herein, which has been designated by Newell as a Class 1 Undeveloped Road pursuant to Article 3.1.1, herein, in accordance with all Federal, Provincial and Municipal legislation and in accordance with the specifications set out in Schedule "D", herein, within three (3) months of receiving notice in writing of the designation of the Undeveloped Road.
- d) The Company agrees to develop to the satisfaction of Newell every Undeveloped Road described in Schedule "A", herein, which has been designated by Newell as a Class 2 Undeveloped Road pursuant to Article 3.1.2, herein, in accordance with all Federal, Provincial and Municipal legislation and in accordance with the specifications set out in Schedule "E", herein, within three (3) months of receiving notice in writing of the designation of the Undeveloped Road.
- e) In the event that Newell changes the designation of an Undeveloped Road from a Class 2 Road Allowance to a Class 1 Undeveloped Road in accordance with Article 3.2, herein, the Company agrees that it shall re-develop that re-designated Undeveloped Road in accordance with the specifications set out in Schedule "D", herein, within three (3) months of receiving notice in writing of the change in designation of the Undeveloped Road.

4) **Article 4 - Liability Waiver and Indemnity**

- a) The Company hereby agrees that it shall not make or bring any claim, action, suit, proceeding or demand against Newell, its elected officials, officers, employees, servants, agents and contractors



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with respect to any occurrence, incident, accident or happening relating in any manner 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. Notwithstanding the foregoing, in no event shall Newell ever be liable to the Company for any consequential, indirect or special damages. Special damages shall include, but not be limited to, the value associated with any loss of product.

- b) The Company hereby agrees that it shall indemnify and save harmless Newell, its elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceeding or demand made or brought against Newell, its elected officials, officers, employees, servants, agents and contractors by any third party with respect to any occurrence, incident, accident 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 Newell in defending such a claim, action, suit, proceeding or demand.

5) **Article 5 - Assignment**

- a) This Agreement may not be assigned by the Company in whole or in part without the prior written consent of Newell.

6) **Article 6 - Termination**

- a) Subject to Article 6.4, herein, this Agreement may be terminated in its entirety upon either Party giving the other Party three (3) months written notice of its intention to terminate.
- b) Subject to Article 6.4, herein, this Agreement may be terminated only with respect to one or more Undeveloped Roads described in Schedule "A", herein, upon either Party giving the other Party three (3) months written notice of its intention to terminate, such notice shall set out the one or more Undeveloped Roads described in Schedule "A", herein, to which termination of this Agreement is to apply.
- c) In the event that notice of intention to terminate this Agreement is given by either Party in accordance with Article 6.1 or Article 6.2, herein, the Company shall Reclaim the Undeveloped Roads to which termination of this Agreement applies on or before the date of termination of this Agreement (hereinafter referred to as the "Termination Date").
- d) In the event that notice of intention to terminate this Agreement is given by either Party in accordance with Article 6.1 or Article 6.2, herein, and in the event that the Company fails to Reclaim the Undeveloped Roads to which termination of this Agreement applies on or before the Termination Date as required by Article 6.3, herein, the Company's obligation to Reclaim the Undeveloped Roads to which termination of this Agreement applies shall not be extinguished, but shall continue until such time as the Reclamation is completed or that Newell, by notice in writing, releases the Company from its Reclamation obligations.
- e) If Newell wishes to open a road described in this Agreement for public use, they may do so by terminating the Agreement upon three (3) months written notice to the Company pursuant to Article 6.1 or Article 6.2, herein, of this Agreement. Any Texas gate previously approved by Council and installed by the Company shall be removed or a new Application for Installation of Texas Gates must be made by the land owner.



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7) **Article 7 - Notice**

a) 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:

i) In case of notice, payment or communication to Newell, to:

County of Newell
183037 RR 145
PO Box 130
Brooks, AB T1R 1B2

ii) In case of notice, payment or communication to the Company, to:

- b) Either Party may change its mailing or delivery address by giving to the other Party written notice to that effect.
- c) Every notice mailed at any post office in Canada by prepaid registered post in an envelope addressed to the Party to whom the notice is directed shall be deemed to have been given to and received by the addressee the seventh (7th) business day following the mailing, except where there exists a labour strike or other postal interruption resulting in interference with normal mail delivery to the addressee, in which case notice, payment or other communication shall be in writing and shall be delivered to the Party at the above address and such notice shall be effective only if and when actually delivered.

8) **Article 8 - General Matters**

- a) Any condonement, excusing or overlooking by either Party of any default, breach or non-observance by either Party at any time or times in respect of any term, covenant, or condition, or any matter contained in the Agreement shall not operate as a waiver of any subsequent default, breach or non-observance to defeat or effect in any way the rights of either Party in respect of any subsequent default, breach or non-observance. No term, covenant or condition shall be deemed to have been waived unless such waiver be in writing and signed on behalf of the Party so waiving the same.
- b) Time shall be of the essence in this Agreement.
- c) This Agreement contains the whole of the agreement between Newell and the Company with respect to the construction, operation and maintenance of the Undeveloped Roads. There are no other warranties, representations, conditions or collateral agreements, except as set forth in this Agreement.
- d) This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns.



IN WITNESS WHEREOF this Agreement has been executed by the Parties effective 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 _____
- Date _____

Approved By: County of Newell Approvals Officer or Designate:

- Print Name _____
- Signature _____
- Date _____





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SCHEDULE "A"

ROAD USE MAINTENANCE AGREEMENT

The following roads shall be approved and developed by the Company for use as Class 1 Oil Company roads:

Legal Descriptions:

- 1)
- 2)
- 3)
- 4)

The following roads shall be approved for temporary use by the Company and are not required to be constructed to Class 1 standards. These roads are Class 2 Oil Company roads.

Legal Descriptions:

- 1)
- 2)
- 3)
- 4)

The following roads shall be approved for temporary use by the Company and are approved for use of trails only. These roads are Class 3 Oil Company roads:

Legal Descriptions:

- 1)
- 2)
- 3)



SCHEDULE "B"

ROAD USE MAINTENANCE AGREEMENT

The Company agrees that those roads described in Schedule "A", herein, shall be used only for development and maintenance of well sites served by these roads.



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SCHEDULE "C"

ROAD USE MAINTENANCE AGREEMENT

The Company agrees that those roads described in Schedule "A", herein, shall only be used by those persons or Classes of persons set out herein:





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SCHEDULE "D"

ROAD USE MAINTENANCE AGREEMENT

The Class 1 roads as set out in Schedule "A", herein, shall be developed and maintained by the Company as follows:

- 1) The road must be built to County standards, being:
 - a) 8.0 metre (26') top - Local Roads
10.0 metre (32') top - Secondary Roads
 - b) 3 to 1 side slopes - Local Roads
4 to 1 side slopes - Secondary Roads
 - c) To maintain a 1.0 metre (3') ditch bottom below the finished sub-grade, depending on drainage.
 - d) The roadway must be constructed with a 3% crown. The top 0.3 metres (1') of sub-grade must be compacted to a minimum of 98%. The sub-grade below this must be compacted to a minimum of 95%.
 - e) The road must be gravelled with 3/4" crushed gravel at 300 yards per mile; all approaches must also be gravelled.
 - f) The road approach shall have an 8.0 metre (26') finished top with a minimum 3:1 side-slope. The culvert diameter shall be a minimum of 381 mm (15") with the length to be determined on cover and side-slopes.
- 2) All topsoil must be removed prior to the commencement of any construction. Top soil must be replaced on back-slopes and side-slopes, and be re-seeded with grass seed that meets County standards, after road construction is completed.
- 3) All construction, drainage, culvert and future maintenance costs are to be borne by the Company unless otherwise specified by an Agreement.



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SCHEDULE "E"

ROAD USE MAINTENANCE AGREEMENT

The Class 2 roads as set out in Schedule "A", herein, shall be developed and maintained by the Company as follows:

- 1) The road may be graded or gravelled as required by the Company to a minimum of a 20' top
- 2) All necessary drainage, as required, shall be provided by the Company
- 3) Approaches, as required, shall be provided by the Company
- 4) The road must be restored to its original condition if it is abandoned





SCHEDULE "F"

ROAD USE MAINTENANCE AGREEMENT

The Class 3 roads as set out in Schedule "A", herein, shall be developed and maintained by the Company as follows:

- 1) Use of trail, no grading required
- 2) Proper approaches off existing roads
- 3) Any fill as required for low areas to be supplied by the Company
- 4) The road must be restored to its original condition if it is abandoned