



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

This Agreement Between:

(hereinafter the "Applicant")

And:

COUNTY OF NEWELL
(hereinafter the "County")

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

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

Lot: _____ Block: _____ Plan: _____

Physical Address: _____

WHEREAS the Applicant wishes to develop and use undeveloped road allowances within the municipal boundaries of the County; and

WHEREAS the County agrees to allow the Applicant to develop and use undeveloped road allowances within the municipal boundaries of the County 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) Interpretation

1.1) 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:

1.1.1) "Agreement shall mean this Agreement.

1.1.2) "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 County.





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- 1.1.3) "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.
- 1.1) 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.
- 1.2) All references to any person in this Agreement shall be read with such changes in number and gender as the context requires.
- 1.3) All statements of, or references to, dollar amounts in this Agreement shall mean lawful money of Canada.
- 1.4) 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) Use of Undeveloped Roads

- 2.1) In consideration for the sum of FIVE DOLLARS (\$5.00) as per County Schedule of Fees Bylaw, payment of which is hereby acknowledged, County agrees to allow the Applicant to use the Undeveloped Roads described in Schedule "A", herein, subject to the terms and conditions of this Agreement.
- 2.2) The Applicant agrees to use the Undeveloped Roads described in Schedule "A", herein, only for those purposes set out in Schedule "B", herein.
- 2.3) The Applicant 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.
- 2.4) The Applicant agrees to use the Undeveloped Roads described in Schedule "A", herein, in accordance with all Federal, Provincial and Municipal legislation.
- 2.5) The Applicant agrees to control the weeds as required within the undeveloped roads described in Schedule "A", herein.

3) Development of Road Allowance

- 3.1) County may at any time, in its sole and absolute discretion by notice in writing to the Applicant, designate Undeveloped Roads described in Schedule "A", herein, as:
- 3.1.1) Arterial Road Allowance; or
- 3.1.2) Collector Road Allowance; or





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- 3.1.3) Non-Key Road Allowance.
- 3.2) County may at any time, in its sole and absolute discretion by notice in writing to the Applicant, change the designation of an Undeveloped Road designated in accordance with Article 3.1, herein, from a Collector Undeveloped Road to an Arterial Undeveloped Road.
- 3.3) The Applicant agrees to develop to the satisfaction of County every Undeveloped Road described in Schedule "A", herein, which has been designated by County as a Arterial 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.
- 3.4) The Applicant agrees to develop to the satisfaction of County every Undeveloped Road described in Schedule "A", herein, which has been designated by County as a Collector 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.
- 3.5) In the event that County changes the designation of an Undeveloped Road from a Collector Road Allowance to an Arterial Undeveloped Road in accordance with Article 3.2, herein, the Applicant 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) Liability Waiver and Indemnity

- 4.1) The Applicant hereby agrees that it shall not make or bring any claim, action, suit, proceeding or demand against County, its elected officials, officers, employees, servants, agents and contractors 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 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.
- 4.2) The Applicant hereby agrees that it shall indemnify and save harmless County, its elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceeding or demand made or brought against County, 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 County in defending such a claim, action, suit, proceeding or demand.





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5) Assignment

- 5.1) This Agreement may not be assigned by the Applicant in whole or in part without the prior written consent of County.

6) Termination

- 6.1) 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.
- 6.2) 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.
- 6.3) 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 Applicant 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").
- 6.4) 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 Applicant 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 Applicant'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 County, by notice in writing, releases the Applicant from its Reclamation obligations.
- 6.5) If County 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 Applicant pursuant to Article 6.1 or Article 6.2, herein, of this Agreement. Any Texas Gate previously approved by Council and installed by the Applicant shall be removed or a new Application for Installation of Texas Gates must be made by the landowner.

7) Notice

- 7.1) 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:





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

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

In case of notice, payment or communication to the Applicant, to:

Name

Mailing Address

Phone Number

Email Address

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

8) Collection of Personal Information

- 8.1) 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 this Agreement has been executed by the Parties effective the day and year first above written notwithstanding the actual date or dates of execution.





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

Applicant

County of Newell

Name

Name

Signature

Signature

Date

Date





SCHEDULE "A"

ROAD USE MAINTENANCE AGREEMENT

The following roads shall be approved and developed by the Applicant for use as Arterial Applicant roads:

Legal Descriptions:

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

The following roads shall be approved for temporary use by the Applicant and are not required to be constructed to Arterial standards. These roads are Collector Applicant roads.

Legal Descriptions:

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

The following roads shall be approved for temporary use by the Applicant and are approved for use of trails only. These roads are Non-Key Applicant roads:

Legal Descriptions:

- 1)
- 2)
- 3)





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SCHEDULE "B"

ROAD USE MAINTENANCE AGREEMENT

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





SCHEDULE "D"

ROAD USE MAINTENANCE AGREEMENT

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

- 1) The road must be built to County standards, being:
 - a) Eight (8) meter top - Local Roads
Ten (10) meter top - Secondary Roads
 - b) Three (3) to one (1) side slopes - Local Roads
Four (4) to one (1) side slopes - Secondary Roads
 - c) To maintain a one (1) meter ditch bottom below the finished sub-grade, depending on drainage.
 - d) The roadway must be constructed with a three percent (3%) crown. The top zero point three (0.3) meters of sub-grade must be compacted to a minimum of ninety-eight percent (98%). The sub-grade below this must be compacted to a minimum of ninety-five percent (95%).
 - e) The road must be gravelled with 3/4" crushed gravel at three hundred (300) yards per mile; all approaches must also be gravelled.
 - f) The road approach shall have an eight (8) meter finished top with a minimum three (3) to one (1) side-slope. The culvert diameter shall be a minimum of three hundred eight one (381) millimeters with the length to be determined on cover and side-slopes.
- 2) All topsoil must be removed prior to the commencement of any construction. Topsoil 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, signs, guardrails, delineators, Texas Gates (refer to the Texas Gate Agreement) and future maintenance costs are to be borne by the Applicant unless otherwise specified by an Agreement.





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SCHEDULE "E"

ROAD USE MAINTENANCE AGREEMENT

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

- 1) The road may be graded or gravelled as required by the Applicant to a minimum of an eight (8) meter top
- 2) All necessary drainage, as required, shall be provided by the Applicant
- 3) Approaches, as required, shall be provided by the Applicant
- 4) The road must be restored to its original condition if it is abandoned





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SCHEDULE "F"

ROAD USE MAINTENANCE AGREEMENT

The Non-Key roads as set out in Schedule "A", herein, shall be developed and maintained by the Applicant as follows:

- 1) The road may be graded or gravelled as required by the Applicant to a minimum of an eight (8) meter top.
- 2) All necessary drainage, as required, shall be provided by the Applicant.
- 3) Approaches, as required, shall be provided by the Applicant.
- 4) The road must be restored to its original condition if it is abandoned.

