

SCHEDULE "A"
TO THE ROAD BAN BY-LAW

THIS AGREEMENT made this day of A.D. 20 .

BETWEEN:

THE COUNTY OF FORTY MILE NO. 8, a Municipal Corporation
established and existing under the laws of the Province of Alberta
(hereinafter called the "*County*")

OF THE FIRST PART

- and -

_____ a body corporate
registered and existing under the laws of the Province of Alberta
(hereinafter called the "*Operator*")

OF THE SECOND PART

ROAD USE AGREEMENT

WHEREAS the County has control and management of certain public highways and roads, in accordance with the provisions of the Municipal Government Act, s. 172;

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 Municipal Government Act;

AND WHEREAS the Operator desires to use certain Highways within the County's care and control, as described and listed in this agreement, in a manner that may cause damage to or extraordinary or premature structure failure to the Highways;

NOW THEREFORE in consideration of the promises, covenants and agreements below, the parties agree as follows:

1. The following listed Highways are the only Highways affected by this Agreement and the Operator agrees to restrict his operations to the following listed highways:

_____ (Continued)

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2. The County consents to the Operator's use of the Highways as listed in Section 1 of this Agreement, to haul _____ (the "Hauling") upon the proper and timely fulfilment of all of the terms and conditions of this Agreement.
3. The Operator shall conduct Hauling according to the following terms and conditions:
- a) all Hauling shall be conducted between the hours of _____ and _____ .
 - b) there shall be a maximum of _____ vehicles per day.
 - c) all Hauling shall be conducted in accordance with Federal, Provincial and Municipal legislation and regulations.
 - d) [insert additional terms and requirements]

4. During the currency of this Agreement, the Operator shall maintain, and upon the County's request, provide a copy of:
- a) comprehensive general liability insurance with limits of a minimum of Two Million (\$2,000,000.00) Dollars per occurrence, with the County as a co-insured; and
 - b) security in the amount of _____, sufficient to cover all costs and potential costs payable to the County by the Operator pursuant to this Agreement. Required security shall consist of an irrevocable letter of credit issued by a chartered bank or the Treasury Branch, provided that all security shall be in terms and form to be approved by the County. The County may reduce or increase the amount of any required security if the County, in its discretion considers the security to be excessive or insufficient in relation to the costs or protection to the County.

5. The Operator shall not perform any construction or maintenance to the Highways without the County's consent.
6. With respect to any work required to be performed pursuant to this Agreement in, on or adjacent to the Highways, the Operator shall:
 - a) Pay the County for all suitable materials, equipment and labour;
 - b) Permit the County to have a representative present at any time to inspect the Hauling;
 - c) Advise the County upon completion of Hauling.
 - d) Conform to and comply with all terms and conditions of this Agreement, all statutes, laws, regulations, governmental orders and directions for the time being and from time to time in force affecting the Hauling.
 - e) Advise the County of any condition on or adjacent to the Highways which may endanger the safety of the travelling public, any person or property.
7. During the currency of the Hauling, the County shall maintain its right to enter upon the Highways to carry out construction, repairs, or maintenance of the Highways. The County shall give the Operator twenty four hours notice of such construction, repairs or maintenance. In the case of an emergency, no prior notice shall be required by the County to undertake such work.
8. Upon the expiration of time limits listed as part of this Agreement, or upon notification by the Operator of completion of the Hauling, the County shall restore the Highways as closely as is practical to the condition which existed immediately prior to the Operator's activities. Alternatively, the County may, in its discretion, defer restoration until such time as the County feels prudent; nevertheless, the County may estimate the potential costs of restoration and charge the Operator the estimated costs, subject to alteration (increase or decrease) upon completion of the actual restoration.
9. The cost of constructing, maintaining, repairing, renewing, restoring or altering the Highways required as a result of the Hauling, and any taxes, rates or assessments with respect to the same, shall be borne solely by the Operator. It is understood and agreed that maintenance includes dust control to the satisfaction of the County. The Operator shall pay all invoices for costs pursuant to this Agreement within _____ days of the date of the invoice, and interest on any unpaid amounts shall be _____.
10. The Operator shall indemnify and save harmless the County of and from any and all losses, costs, charges, liabilities, damages and expenses, (including without limiting the generality of the foregoing any and all

liabilities to third parties, whether in contract, tort or otherwise) which the County at any time or times hereafter shall or may bear, suffer, sustain or incur for or by reason of the Operator's use of the Highways or by reason of the negligence of the Operator, its servants, agents, employees or contractors, excepting the losses, costs, charges, liabilities, damages and expenses caused by the negligence of the County.

11. If the Operator defaults in fulfilling the conditions or terms of this Agreement, or any of them, the County may, at its option, terminate this Agreement, and all rights, licences and privileges of the Operator hereunder and all obligations of the County shall cease and terminate except where such rights, licence, privileges and obligations expressly or impliedly survive termination.
12. Any condonation, 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, provision, or condition herein contained shall not operate as a waiver of either party's rights or responsibilities hereunder in respect to any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights or responsibilities of any party hereunder in respect of any subsequent default breach or non-observance by the other party. No covenant, term or condition of this Agreement or any breach thereof shall be deemed to have been waived by either party unless such waiver is completed in writing and signed by the party waiving as the case may be.
13. Either party may by notice in writing appoint a representative to act on its behalf in matters pertaining to this Agreement. Each such authorized representative shall have the right and authority to make, give or receive any notice, information, direction or decision required or provided for in this Agreement.
14. Every notice required by this Agreement to be in writing, shall be delivered personally or sent by prepaid registered mail. 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. The addresses of the parties for the purposes of notice are respectively:

To the County: County of Forty Mile No. 8
Box 160,
FOREMOST, AB T0K 0X0 Attention: County Administrator

To the Operator: _____

In the event that notice is served by mail at a time when there is an interruption of mail service affecting the delivery of such mail, the notice shall not be deemed to have been served until seven (7) days after the date that mail service is restored. Either party may change its address for service by serving a notice on the other party in the manner herein provided.

15. Pursuant to Section 13 of this Agreement, the County hereby appoints: _____ as the County's representative for the purposes of this Agreement.
16. Pursuant to Section 13 of this Agreement, the Operator hereby appoints: _____ as the Operator's representative for the purposes of this Agreement.
17. The Operator shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the County, which consent may be arbitrarily withheld.
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 enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
20. This Agreement shall be valid for a period of _____ from the date of this Agreement.
21. This Agreement contains the entire Agreement between the parties hereto and no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

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 COUNTY OF FORTY MILE NO. 8:

PER: _____

PER: _____

Operator

PER: _____

PER: _____