

# SMOKY LAKE COUNTY



<b>Title:</b> Gravel Exploration on Private Lands		<b>Policy No.:</b> 24-01
<b>Section:</b> 03	<b>Code:</b> P-1	<b>Page No.:</b> 1 of 7
		<i>E</i>

<b>Legislation Reference:</b>	Alberta Provincial Statutes
-------------------------------	-----------------------------

<b>Purpose:</b>	To establish a standard and conditions for undertaking gravel testing on private lands.
-----------------	---

<b>Policy Statement and Guidelines:</b>	
<b>1. OBJECTIVE:</b>	
1.1	To identify possible new gravel sources that may be useful for long-term planning.
<b>2. GUIDELINES:</b>	
2.1	Any landowner wishing to have gravel testing done on his/her land will be required to complete and submit an application: <b><u>Schedule "A": Application - Landowner's Request for Gravel Exploration on Private Land</u></b> to Smoky Lake County.
2.1.1	The application shall serve as a consent form to allow the County employees to enter onto these lands with testing equipment to explore for gravel and cover all test holes.
2.1.2	The application requires the landowner to mark the location for testing, at a cost to the landowner of the <b>current road builder's rate</b> for any equipment involved in the exploration.
2.1.3	Upon approval by County Council, exploration shall be undertaken by the County.
2.2	The County Council reserves the right to accept or refuse the request for Gravel Exploration on Private Land.
2.3	No damages will be paid to the landowner for site disturbance, as specified in the Application, as this testing will benefit both parties.
2.4	The Landowner(s) shall be responsible for any loss or damage to property or the environment which loss or damage is caused by the performance of Gravel Exploration Testing undertaken by the County; and shall hold harmless the County these ends.
2.5	The Landowner is responsible to know and understand their land ownership rights with respect to exploring for minerals, perform exploratory work or develop gravel mine.

<b>Title:</b> Gravel Exploration on Private Lands		<b>Policy No.:</b> 24-01
<b>Section:</b> 03	<b>Code:</b> P-1	<b>Page No.:</b> 2 of 7
		<i>E</i>

Policy Statement and Guidelines:	
2.6	If gravel is found, the County has first right to the product and will pay the landowner at current County market value for pit-run. Any testing charges will be waived should the County exercise this right.
<b>3. PROCEDURES:</b>	
3.1	Should the County exercise its first right to develop any gravel source, the Landowner shall negotiate an agreement with Smoky Lake County, as per <b><u>Schedule "B": Purchase of Gravel from Private Lands.</u></b>
3.2	The Landowner(s) shall at all times hereafter indemnify and hold harmless Smoky Lake County against all actions, claims, demands, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by its agents, employees, invitees, contractors, and machinery whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the Landowner(s) and whether occasioned by negligence or otherwise which arise as a result of the Gravel Exploration Testing.
3.3	Smoky Lake County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Landowner, in the performance of the Gravel Exploration Testing and/or Extraction.
3.4	Smoky Lake County shall execute the Agreement with the Landowner to purchase Gravel from Private Lands in Connection of Gravel Exploration Testing, subject to all Development Approvals are granted.

	Date	Resolution Number
Approved	<b>March 28, 2014</b>	<b>#374-14 - Page # 11174</b>
Amended		
Amended		

**SCHEDULE "A"**



Box 310 4612 McDougall Drive  
Smoky Lake, AB T0A 3C0  
Phone: 888.656.3730 Fax 780.656.3768

**APPLICATION**

**LANDOWNER'S REQUEST  
FOR**

**GRAVEL EXPLORATION ON PRIVATE LAND**

**APPLICANT INFORMATION**

NAME OF APPLICANT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
Box Town Postal Code

TELEPHONE (RES): \_\_\_\_\_

CELLULAR: \_\_\_\_\_

**LAND INFORMATION**

LEGAL DESCRIPTION

QTR/LSD	SECTION	TOWNSHIP	RANGE	W4
---------	---------	----------	-------	----

RANGE ROAD: \_\_\_\_\_ TOWNSHIP ROAD: \_\_\_\_\_

**LANDOWNER TO MARK THE LOCATION FOR TESTING:**

**Plan Requirement**

To be identified as per sketch:


# TERMS AND CONDITIONS

**WITNESSETH the County and the Landowner(s) agree to the following terms and conditions:**

1. The County shall perform the gravel testing on the said lands as described above at a cost of **current road builder's rate per hour** to the Landowner. Should the County exercise its first right of refusal to develop any quantities discovered then these testing costs shall be waived.
2. The County agrees to provide the Landowner with 24 hours notice prior to inspecting the property and/or commencing Exploration.
3. The County shall not be responsible for any loss or damage to property or to the natural environment which occurs during the period of gravel testing works performed.
4. The Landowner understands their land ownership surface rights with respect to the County exploration for gravel resource.
5. Insufficient or poor quality of gravel is found, the Landowner(s) shall be Released from any further obligations.
6. The Landowner(s) shall be responsible for any loss or damage to property or the environment which loss or damage is caused by the performance of Gravel Exploration Testing undertaken by the County.
7. The Landowner(s) shall at all times hereafter indemnify and hold harmless Smoky Lake County against all actions, claims, demands, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by its agents, employees, invitees, contractors, and machinery whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the Landowner(s) and whether occasioned by negligence or otherwise which arise as a result of the Gravel Exploration Testing.
8. The Landowner(s) agree that the County shall be granted First Right of Refusal for the Development and Extraction and purchase of any gravel volumes from the subject property.

**I hereby**, by signing this form, provide consent to allow the County employees to enter onto these lands with testing equipment to explore for gravel and cover all test holes; and if applicable, I, the applicant accept the responsibility for any costs associated for Gravel Exploration Testing on said Private Land.

**Acknowledgment:**

I, \_\_\_\_\_, have read the agreement and hereby agree to the terms and conditions.

\_\_\_\_\_  
DATE OF APPLICATION

\_\_\_\_\_  
SIGNATURE OF APPLICANT

**FOR OFFICE USE ONLY**

Approved:		Motion Number		Application Paid in Full:	
-----------	--	---------------	--	---------------------------	--

\_\_\_\_\_  
**Public Works Manager**

\_\_\_\_\_  
**Date**



Schedule "B"

PURCHASE OF GRAVEL FROM PRIVATE LANDS

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

BETWEEN:

SMOKY LAKE COUNTY
a Municipal Corporation in the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

AND

Name: Registered Owner

of \_\_\_\_\_
Box Town/City Province Postal Code

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_
(hereinafter referred to as "the landowner")

OF THE SECOND PART

\*\*\*\*\*

WHEREAS the Council of the County has implemented a Gravel Exploration Program within the municipal boundaries of the County on Private Lands;

AND WHEREAS the Landowner(s) does hereby grant permission to Smoky Lake County and consent for the County to purchase Surface Material GRAVEL on his/her land as outlined in Schedule "A": Application - Landowner's Request for Gravel Exploration onto these said lands as follows:

Detailed Legal Description:

QTR/LSD SECTION TOWNSHIP RANGE MERIDIAN

NOW THEREFORE, in consideration of the mutual provisions and covenants contained hereunder in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

# AGREEMENT

**Landowner:** \_\_\_\_\_

\*\*\*\*\*

In consideration of the foregoing, the Landowner hereto agrees as follows:

**1. ENGAGEMENT**

1.1 The Landowner hereby agrees to sell Surface Material exclusively to Smoky Lake County for the term of this Agreement.

**2. TERM**

2.1 The Term of the Agreement shall be: \_\_\_\_\_.

2.2 This Agreement is non-transferrable.

2.3 This Agreement shall terminate by written notice to the Landowner if the Conditions and terms of the Agreement are not conformed or adhered to.

2.4 This Agreement shall commence forthwith and may be terminated by the County at its sole discretion before expiry of the term as indicated by Smoky Lake County.

2.5 Conditions(s): \_\_\_\_\_.

**3. COMPENSATION AND METHOD OF PAYMENT**

3.1 Smoky Lake County agrees to pay the Landowner for the surface material at a rate of \_\_\_\_\_ **per bank cubic metre**; and will pay the rate at current County market value for pit-run.

3.2 Payment for work under this Agreement will be made on the basis of quantities measured on the site by the County.

3.2 Payments will be made on a yearly basis.

**4. CONSENT**

4.1 The Landowner agrees to any and all caveats that may be placed on his/her Title by Smoky Lake County to secure the rights of the County as set forth in this agreement in regards to the gravel quantities that have been excavated and/or crushed.

4.2 The Landowner agrees to the conditions of entry as determined by the County including location of any roadway, fencing and gates.

4.3 The County shall be responsible for complying with all Federal, Provincial, and Municipal laws, rules, regulations and guidelines that apply; and the Reclamation plan to restore the site land disturbed by the excavation to an acceptable condition as required.

4.4 The County makes no promises or warranties as to the quantities that will be excavated and/or crushed by the County on any given year.

**5. INSURANCE REQUIREMENT**

5.1 The Landowner shall provide evidence of a **Commercial General Liability Insurance** with insurable limits of not less than **Two Million Dollars (\$2,000,000.00)** for each occurrence or incident against bodily injury and property damage claims.

5.2 The Landowner shall provide evidence that Smoky Lake County is named as an additional named insured to the Landowner's Insurance Policy.

**6. INDEMNIFICATION**

6.1 The Landowner(s) shall at all times hereafter indemnify and hold harmless Smoky Lake County against all actions, claims, demands, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by its agents, employees, invitees, contractors, and machinery whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the Landowner(s) and whether occasioned by negligence or otherwise which arise as a result of the County's performance.

6.2 Smoky Lake County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Landowner, in the performance of this agreement.

**7. SEVERABILITY**

If any provision of this agreement or its application is held invalid, then the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

**IN WITNESS WHEREOF** has hereunto the parties hereto execute this Agreement, the day and year first above written.

<p><b>SIGNED,</b> I, _____, hereby accept and execute this agreement .</p> <p>Per: _____ Landowner</p> <p>Per: _____ Landowner</p>	<p><b>SIGNED,</b> <b>SMOKY LAKE COUNTY</b> hereby accept and execute this agreement.</p> <p>Per: _____ Reeve</p> <p>Per: _____ Chief Administrative Officer</p>
--	---