



# SMOKY LAKE COUNTY

<b>Title: Roadway License Agreement</b>	<b>Policy No.: 44-02</b>	<i>E</i>
<b>Section: 03</b>	<b>Page No.: 1 of 9</b>	

<b>Legislation Reference:</b>	Alberta Provincial Statutes
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<b>Purpose:</b>	To provide a procedure for granting a License or Permit for the temporary occupation or use of a portion of a Road Allowance.
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## Policy Statement and Guidelines:

The County Council did by Bylaw No. 1005-96 establish the procedure to implement a **“Roadway License Agreement”** for the temporary occupation or use of a road allowance.

### BYLAW 1005-96

Being a Bylaw of the Municipal Council of the Smoky Lake County to grant Licenses for the temporary occupation or use of Road Allowance(s) when they are not required for public use.

WHEREAS Section 16(1)(q) of the *Highway Traffic Act*, Revised Statutes of Alberta, 1980, Chapter H-7 provides that a Council may make Bylaws granting a license for the temporary occupation or use of a highway when it is not required for public use, if the license is terminable on thirty (30) days notice in writing.

AND WHEREAS the Smoky Lake County deems it just and proper to establish a procedure for the granting of licenses for the temporary occupation or use of roadways within Smoky Lake County in the forms attached to, and forming part of this Bylaw.

NOW THEREFORE the Council of Smoky Lake County in the Province of Alberta, duly assembled, enacts as follows:

#### Section 1: Name of Bylaw

1.1 This Bylaw may be cited as the **“Roadway License Bylaw”**.

#### Section 2: Grant of License

2.1 The Smoky Lake County is hereby authorized to grant licenses in the form attached as *“Schedule A: Roadway License Agreement”* to this Bylaw for the temporary occupation or use of road allowances, public highways, or a portion of a road allowance or highway when they are not required for public use, providing the license is terminable on thirty (30) days notice in writing.

#### Section 3: Effective Date of Bylaw

3.1 This Bylaw shall take effect on the 26<sup>th</sup> day of January, A.D. 1996.

<b>Title: Roadway License Agreement</b>	<b>Policy No.: 44-02</b>
<b>Section: 03</b>	<b>Page No.: 2 of 9</b>

<b>Policy Statement and Guidelines:</b>
<p>Forming a part of this policy are attached:</p> <ol style="list-style-type: none"> <li>1. <b>Application for Roadway License Agreement.</b></li> <li>2. <b>Roadway License Agreement – <i>Schedule A</i>.</b></li> </ol>

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	<b>January 26, 1996</b>	<b># 253 - Page # 5658</b>
<b>Amended</b>	<b>May 31, 2005</b>	<b># 456 - Page # 7948</b>
<b>Amended</b>		



# Application for Roadway License Agreement

1. License Applicant

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Description of roadway requested to be under license.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please attached a map to accompany this application.*

3. Purposes(s) for this application:

a. \_\_\_\_\_

b. \_\_\_\_\_

4. Confirmation signatures from adjacent landowner(s) agreeing to your application.

_____ <b>Print Name</b>	_____ <b>Legal Description</b>	_____ <b>Signature</b>	_____ <b>Date</b>
_____ <b>Print Name</b>	_____ <b>Legal Description</b>	_____ <b>Signature</b>	_____ <b>Date</b>
_____ <b>Print Name</b>	_____ <b>Legal Description</b>	_____ <b>Signature</b>	_____ <b>Date</b>
_____ <b>Print Name</b>	_____ <b>Legal Description</b>	_____ <b>Signature</b>	_____ <b>Date</b>

\_\_\_\_\_  
License Applicant Signature

\_\_\_\_\_  
Date



## Roadway License Agreement

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

of \_\_\_\_\_  
(hereinafter referred to as "the Licensee")

OF THE SECOND PART

XX

WHEREAS the Council of the County has the control and management of roadways within the municipal boundaries of the County;

AND WHEREAS the \_\_\_\_\_  
\_\_\_\_\_ is a  
roadways located within the municipal boundaries of the County and is subject to the management and control of the County;

AND WHEREAS the Licensee desires to use a portion of the roadway under the terms and conditions contained herein;

AND WHEREAS that portion of the roadway is not currently required for public use and the County is prepared to grant the Licensee a license for the temporary occupation or use of that portion of the roadway, subject to the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, covenants, conditions and terms contained herein, the parties hereto agree as follows:

1. To be eligible for the Road License Agreement and for the agreement to remain in effect: the applicant must be either the owner or hold a license; or be a renter of the adjacent property to the roadway.
2. The County does hereby, in consideration of the payments hereinafter specified and in consideration of the covenants and conditions herein contained, grant permission to the Licensee to use, for the purpose herein specified, that portion of the roadway, more particularly described as:

*as highlighted on the attached map*  
(hereinafter referred to as “the License Area”)

3. The term of the license herein granted shall commence on the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, unless terminated earlier as provided for herein.
4. The license herein granted shall be limited solely to the purpose of farming, including livestock grazing. The Licensee shall not cause or permit any other activity whatsoever within the Licensed Area, nor cause the Area to be brushed.
5. In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County the following amounts at the following times, namely:

\$ \_\_\_\_\_

6. The Licensee acknowledges and agrees that its rights to enter upon the use the Licensed Area shall not confer upon the Licensee any exclusive right whatsoever in respect to the use or occupation of the License Area, and that the Licensee shall have no claim to the License Area other than as herein provided.

NOTE: The Licensee shall provide legal access to the Public and Crown to the lands and lake abutting the “License Area”; where such land or lakes abut the “License Area”.

7. The County and the Licensee agree that the rights of the Licensee are only personal in nature and that nothing herein confers upon the Licensee any legal or equitable estate whatsoever in the lands within the Licensed Area.

8. The County shall have the full right to occupy and use the Licensed Area in any manner whatsoever deemed appropriate by the County; provided that the County shall not unreasonably interfere with the rights herein conferred upon the Licensee.
9. The Licensee, by performing and observing the covenants and conditions herein contained, shall be entitled to reasonably exercise the rights herein conferred upon the Licensee without any unreasonable hindrance, molestation or interruption from the County.
10. The Licensee shall not, without the prior written consent of the County, assign either in whole or in part any of the rights herein conferred upon the Licensee.
11. The Licensee acknowledges that the County may deem it necessary or appropriate, from time to time, to cause or allow third parties to construct or install permanent underground or above ground utility lines, pipelines facilities and transmission lines which will cross the Licensed Area; or to perform such other work upon the Licensed Area as may be deemed necessary at the sole discretion of the County, and the Licensee acknowledges and agrees that the Licensee shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the County or any person to whom the County has granted such permission, and further, the Licensee shall forthwith, upon receiving reasonable notice of the request of the County, execute such further documentation as deemed appropriate in the sole discretion of the County for the purposes of expedition or permitting any such work within the Licensed Area by the County or the nominee of the County.
12. The Licensee shall at all times hereafter indemnify and hold harmless the 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 the Licensee, its agents, employees, invitees or contractors, whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the Licensee and whether occasioned by negligence or otherwise.
13. The Licensee shall carry comprehensive liability insurance with insurable limits of no less than **One Million Dollars (\$1,000,000.00)** for each occurrence or incident, which shall name the County as an insured party and the Licensee shall provide proof of such insurance to the satisfaction of the County upon demand.

14. The Licensee shall compensate the County for all damage to property of the County arising out of the activities of the Licensee on or adjacent to the Licensed Area, whether or not such activities are in pursuance or purported pursuance of the rights herein conferred upon the Licensee.
15. The Licensee acknowledges and agrees that all property of the Licensee which may hereafter be located on, under, over or adjacent to the Licensed Area shall be at the sole risk of the Licensee and that the County shall not be liable for any loss or damage thereto howsoever occurring and the Licensee hereby releases the County from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage, except and to the extent of which such loss or damage is caused by the neglect or fault of the County or its servants or agents.
16. Notwithstanding anything to the contrary contained herein, it is understood between the County and the Licensee that the County shall have the absolute right and privilege to terminate this **Roadway License Agreement** herein granted (together with all rights contained herein or ancillary thereto) upon the County providing to the Licensee **Thirty (30) days** written notice of such termination.
17. If in the opinion of the County the Licensee undertakes or permits any activity whatsoever within the Licensed Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Licensee has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may:
  - a. Give to the Licensee **Ten (10) days** written notice to rectify or remedy any such nuisance or improper activity, and failing the Licensee remedying or rectifying such nuisance or improper activity, the **Roadway License Agreement** and the rights herein conferred upon the Licensee shall automatically terminate and the Licensee shall vacate forthwith the Licensed Area; **OR**
  - b. Give the Licensee notice or immediate termination of the **Roadway License Agreement** and the rights herein conferred upon the Licensee and the Licensee shall vacate forthwith the Licensed Area.
18. The Licensee acknowledges and agrees that the total rights secured by the Licensee are only such rights as are specified herein and that the County has made no representations, warranties, promises or agreements, either express or implied, beyond those contained herein.

19. The rights herein conferred upon the Licensee are not, and shall not be construed as, covenants running with the land and the Licensee shall not register at the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the Licensed Area.
  
20.
  - a. The Licensee agrees that it shall not erect any buildings, improvements or structures on the License Area, without the express written consent of the County. If the Licensee is permitted to erect any buildings, improvements or structures, the same are to be constructed in a work-man-like manner so as to minimize damage to the Licensed Area, and the Licensee shall, after any such work, restore the Licensed Area to a level and condition equivalent to that which existed prior to the commencement of any such construction.
  
  - b. Gates should be provided at each end of the licensed roadway. These gates are to remain unlocked at all times, and be easy to open and close, unless expressed permission is granted; and not posted as private property.
  
21. Upon termination of the **Roadway License Agreement**, the Licensee agrees to remove all property belonging to the Licensee from the Licensed Area and to restore the Licensed Area to a level and condition equivalent to that which existed prior to the commencement of this License. If the Licensee fails or neglects to restore the Licensed Area and remove any and all property of the Licensee's from the Licensed Area within fifteen (15) days of the termination of this **Roadway License Agreement**, the County shall have the right, but not be obligated, to take such action as is reasonably necessary at the sole discretion of the County to remove all property of the Licensee from the Licensed Area, and to restore the Licensed Area to the level and condition equivalent to that which existed prior to the commencement of this **Roadway License Agreement**. The Licensee agrees that the County shall not be responsible for any property of the Licensee hereby removed from the Licensed Area, and further hereby agrees to compensate the County for the cost of any and all such action performed by the County, its servants, contractors or agents pursuant to this clause.
  
22. The Licensee agrees that it will at all times and in all respects abide by all laws, bylaw, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Licensed Area.
  
23. The Licensee agrees to give the County prompt written notice of any accident or any damage or injury occurring on the License Area howsoever caused.



24. Any notice to be given by one party hereto to the other shall be in writing and shall either be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7<sup>th</sup>) day after the day of mailing, provided that normal postal service is in existence at the time. Notice shall be given:

TO THE COUNTY AT : SMOKY LAKE COUNTY  
Box 310 Smoky Lake, Alberta T0A 3C0

or delivered to: SMOKY LAKE COUNTY  
4612 McDougall Drive, Smoky Lake

TO THE LICENSEE AT: \_\_\_\_\_  
\_\_\_\_\_

or delivered to: \_\_\_\_\_  
\_\_\_\_\_

Any party may change its address for service from time to time upon notice to the effect. In the event of disruption of normal postage service, any party giving notice hereunder shall be required to deliver the same.

25. During the term of this License, the Licensee shall at its own expense maintain and keep in good, safe and substantial repair and condition the Licensed Area.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day first above written.

\_\_\_\_\_  
Licensee -

\_\_\_\_\_  
Witness -

\_\_\_\_\_  
Licensee -

\_\_\_\_\_  
Smoky Lake County -