



Title: Recreational Trail Roadway License Agreement	Policy No.: 03-01
Section: 07	Page No.: 1 of 10

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To provide a procedure for granting a License or Permit for the temporary occupation or use of a portion of a Road Allowance for Recreational Trail purposes.
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Policy Statement and Guidelines:

1. STATEMENT:

- 1.1 The County Council did by Bylaw establish the procedure to grant Licenses for the temporary occupation or use of Road Allowance(s) when they are not required for public use.
- 1.2 The *Highway Traffic Act*, Revised Statutes of Alberta, 1980, Chapter H-7 Section 16(1)(q) 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.

2. OBJECTIVES:

- 2.1 Smoky Lake County recognizes the importance that trails provide opportunities for outdoor activities that contribute to and encourage healthy and active lifestyles.
- 2.2 Best practices approach developed to retain a mutually supportive relationship between trail users and landowners.
- 2.3 Provides a trail network link of transportation to access connecting corridors, i.e. *Iron Horse Trail*.

3. PROCEDURE:

3.1 Grant of License

Smoky Lake County is hereby authorizes to grant licenses in the form attached as ***“Schedule B: Recreational Trail Roadway License Agreement”*** 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.

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Policy Statement and Guidelines:	
3. PROCEDURE <i>Cont.</i>:	
3.2	<p><u>Application Permission</u></p> <p>Recreational Organizations/Clubs must complete and submit an application in the form attached as <i>“Schedule A: Application for Recreational Trail Roadway License Agreement”</i> indicated that the signatures of adjacent landowners to the proposed recreational trail development have been sought and that those adjacent landowners have been approached in the regards specified.</p>
3.3	<p>The Application for “Recreational Trail Roadway License Agreement” shall be taken to Council and Council shall decided on any further conditions, consultations or procedures necessary before approving the Application and executing the Recreational Trail Roadway License Agreement.</p>
3.4	<p>Final approval shall be made by Smoky Lake County Council by executing the Recreational Roadway License Agreement, upon obtaining any approvals and permits necessary from the affected landowners (<i>if the proposed trail goes through private lands</i>), the Province of Alberta and the Government of Canada (<i>in the case of unoccupied crown lands</i>) for the construction and development of the trail and a copy of such approvals and permits shall have been delivered to Smoky Lake County.</p>
3.5	<p>Approved Applicants shall adhere accordingly to <i>Policy 07-01: Designated Recreational Trails</i>. Any inspections or other relevant activity that shall be undertaken under Policy 07-01 shall be undertaken by the Approved Applicant as per the Recreational Trail Roadway License Agreement.</p>

	Date	Resolution Number
Approved	January 21, 2010	# 269-10 - Page # 9224
Amended		
Amended		



Schedule "A" Application for Recreational Trail Roadway License Agreement

1. License Applicant

Name: _____

Address: _____

Postal Code: _____ Phone: _____

2. Description of roadway requested to be under license.

Four horizontal lines for describing the roadway.

Please attach a map to accompany this application.

3. Purposes(s) for this application:

a. _____

b. _____

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

Table with 4 columns: Print Name, Legal Description, Signature, Date. It contains four rows for adjacent landowners.

License Applicant Signature

Date



Recreational Trail 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

Recreational Organization/Club
A Society incorporated under the laws of
the Province of Alberta,
of _____
(hereinafter referred to as "the Club")

OF THE SECOND PART

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

AND WHEREAS the undeveloped road allowances located on:

is a roadway located within the municipal boundaries of the County and is subject to the management and control of the County as described above (hereinafter referred to as "the Trail") for a trail to be used by recreational traffic;

AND WHEREAS the Club desires to use a portion of the roadway under the terms and conditions contained herein; to develop and use as a _____ **trail** on an undeveloped road allowance with the boundaries of Smoky Lake County.

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

AND WHEREAS the County has granted approval to the Club for the use and development of the said road allowance as the trail to be used by recreational traffic on the terms and subject to the conditions hereinafter set forth;

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

1. Prior to the commencement of the construction and development of the Trail, the Club shall supply the County with such plans and specifications as the County may require, showing the construction and development of the Trail. The plans and specifications shall comply with the design standards established by the County for the Trail, which standards will include landscaping, brush clearing, erosion controls, planting of vegetation, buffers, trail markers, traffic control devices and signage as described on ***Exhibit "1"*** attached.
2. The Club shall not proceed with the construction and development of the Trail until the County has approved the plans and specifications in writing and until such time as the Club shall have obtained any approvals and permits necessary from the affected landowners, the Province of Alberta and the Government of Canada (*in the cases where a proposed Trail goes through private or unoccupied crown land*) for the construction and development of the Trail and a copy of such approvals and permits shall have been delivered to Smoky Lake County.
3. The Club shall ensure that the construction and development of the Trail is carried out in accordance with the plans and specifications approved by the County and that the development does not result in any erosion or degradation of the natural environment other than to the extent necessary to comply with the plans and specifications approved by Smoky Lake County.

If the trail is to be developed on or through private land, then the Club shall also obtain written consent for the landowner(s) for the development of the trail.

4. In consideration of the rights herein conferred upon the Club, the Club shall pay to the County the following amounts at the following times, namely:

\$ _____

5. The Club acknowledges and agrees that its rights to enter upon and use the trail area shall not confer upon the Club any exclusive right whatsoever in respect to the use or occupation of the trail area, and that the Club shall have no claim to the trail area other than as herein provided.

NOTE: The Club shall provide legal access to the Public and Crown to the lands and lake abutting the "trail area"; where such land or lakes abut the "trail area".

6. The County shall have the full right to occupy and use the trail 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 Club.
7. The Club shall, at all times, ensure that the trail is kept and maintained in a neat and tidy condition and that no refuse or garbage is left on the trail or on the land adjacent to the trail.
8. The Club shall, at all times, maintain and carry insurance coverage for public liability and property damage with insurable limits in an amount not less than _____ million for each occurrence or incident, which shall name the County as an insured party and the Club shall provide proof of such insurance to the satisfaction of the County upon demand.
9. The Club shall keep a record of all complaints by third parties regarding the use of the trail by the Club, such record to include, for each complaint, the location, nature and response by the Club to the complaint. All such records shall be forwarded to the County by the Club on or before June 1st of each calendar year or earlier if requested by the County.
10. The Club shall notify the County of any accidents occurring on the trail and supply the County with such particulars of such accidents as the County may require.
11. The Club acknowledges and agrees that the license and approval granted to the Club for the use and development of the trail is not an exclusive license and the Club shall not place any markers or signs on the trail that restrict the use of the trail to Club members.
12. The Club 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 trail area; or to perform such other work upon the trail area as may be deemed necessary at the sole discretion of the County, and the Club acknowledges and agrees that the Club 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.

13. The Club shall not be responsible for any loss or damage to property or to the natural environment which occurs outside of the snowmobile season and the Club shall be responsible for any loss or damage to property or the environment which loss or damage is caused by a member of the Club during the snowmobile season.
14. The Club 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 the Club, 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 Club and whether occasioned by negligence or otherwise which arise as a result of the use and development by the Club of the Trail.
15. The Club acknowledges and agrees that all property of the Club which may hereafter be located on, under, over or adjacent to the trail area shall be at the sole risk of the Club and that the County shall not be liable for any loss or damage thereto howsoever occurring and the Club 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 Club that the County shall have the absolute right and privilege to terminate this **Recreational Roadway License Agreement** herein granted (together with all rights contained herein or ancillary thereto) upon the County providing to the Club **Thirty (30) days** written notice of such termination.
17. In the event of the termination of this Agreement by the County, pursuant to paragraph 16 of this Agreement, the Club shall cease maintenance and repairs to the trail allowing the trail to return to a natural state, and all signs, posts and indicators shall be removed.
18. The Club acknowledges and agrees that the total rights secured by the Club 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 Licensee agrees that it shall not erect any buildings, improvements or structures on the trail area, without the express written consent of the County. If the Club is permitted to erect any buildings, improvements or structures, the same are to be constructed in a workman-like manner so as to minimize damage to the trail area, and the Club shall, after any such work, restore the trail area to a level and condition equivalent to that which existed prior to the commencement of any such construction.

- 20. The Club 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.

- 21. Any notices or other communications required or permitted under this Agreement 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 (7th) 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 CLUB 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.

- 22. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, successors and permitted, as the case may be, assigns.

- 23. Each of the Parties shall, upon the reasonable request of the other Parties, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, documents and assurances of whatsoever nature and kind for the better or more perfect or absolute performance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed their names and affixed their seals by the hands of their property officers, duly authorized on that behalf; and hereby have executed this Agreement as of the day first above written.

SMOKY LAKE COUNTY

Per: _____
Reeve

Per: _____
Chief Administrative Officer

WITNESS

CLUB: _____

Per: _____
President

Per: _____
Vice-President

EXHIBIT "1"

For the portion of:

Legal Description: _____

Specifications and standards:

-
-
-
-
-

For the portion of:

Legal Description: _____

Specifications and standards:

-
-
-
-
-

For the portion of:

Legal Description: _____

Specifications and standards:

-
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