

**COUNTY OF LETHBRIDGE
ROAD USE AGREEMENT
2010 ROAD BAN SEASON ONLY**

This agreement dated effective _____ .

BETWEEN:

**COUNTY OF LETHBRIDGE
#100, 905 - 4th Ave. South
Lethbridge, Alberta T1J 4E4**

A Municipal Corporation in the Province of Alberta
(hereinafter referred to as the County)

~ and ~

COMPANY NAME

Address

Lethbridge, AB T1J 4P4

(hereinafter referred to as the Company)

WHEREAS the County has control of and jurisdiction over all local roadways within its boundaries; and

WHEREAS the Company is requesting the use of Range Road 11.1, also so named as the County Road, as set out in the sketch attached as Schedule "A" to this agreement, for the purpose of transporting materials and equipment necessary for operations over the said road ("the haul").

AND WHEREAS the parties wish to enter into a formal agreement regarding the use of said County road during the Road Ban Season(s).

NOW THEREFORE this agreement witnesses that in exchange of the mutual covenants and promises, the parties hereto agree as follows:

1. The County hereby consents to Company Name, with business operations as located and identified in the attached Schedule A, using the said road including the operation of equipment or vehicles thereon that might otherwise require a special permit for exemptions from the annual Road Ban Season, to a maximum of 100% legal loads.
2. Prior to the onset of this agreement, the County Road will be inspected by both parties to this agreement, who shall complete a Haul Road Inspection Report, in substantially the same form as attached hereto as Schedule "B", noting the road structure, its condition, and the existence of any other buried or surface characteristics. A third party assessment by a qualified engineering consultant may be requested by the County to perform a surface condition rating as a supplement to Haul Road Inspection Report. Once the Road Bans are no longer in effect, a post inspection will be arranged for completion with the County and the COMPANY.

In the event that a road may be banned more than once for the duration of this annual agreement, the process will be completed again as stated in the paragraph above. This procedure will continue until the end of the Road Ban or until the end of the year, whichever takes place first.

3. The Company, while operating within the County, shall at all times comply with all relevant statutes, regulations by-laws and resolutions, including, without restricting the generality of the

foregoing, all permits, licenses and approvals issued by the County and the directions from time to time of the Director of Municipal Services of the County.

4. The COMPANY shall at all times ensure that all servants, employees, agents, licensees and independent contractors hired or contracted by the COMPANY abide by and comply with the terms and conditions of this Agreement and in the event that any of the COMPANY'S servants, employees, agents, licensees and independent contractors shall fail to abide by the terms and conditions of this Agreement, the County shall be entitled to any of the remedies hereinafter contained. The COMPANY acknowledges that it is responsible for and shall indemnify the County and save the County harmless from any and all liability or damages that result from any failure of any servant, employee, agent, licensee or independent contractor of the COMPANY to abide by the terms and conditions of this Agreement. Without restricting the generality of the foregoing, the COMPANY shall be responsible for ensuring that any customer of the COMPANY or any third party who hauls any goods or materials on the County Roadways with the express or implied consent of the COMPANY abides by and complies with all of the terms and conditions set out in this Agreement and the COMPANY shall indemnify and save harmless the County from any and all liability or damage that results from any failure of any such customer or third party to abide by the terms and conditions of this Agreement.
5. The COMPANY shall ensure that the goods and materials to be hauled by the COMPANY are hauled only on those County Roadways which are designated in Schedule "A" hereto attached.
6. The COMPANY shall ensure that all vehicles used to haul goods and materials on the designated County Roadways do not exceed **50 km/h** during the Road Ban Season.
7. This agreement does not authorize overweight or over-dimensional vehicles. Regular legal weight restrictions per axle or axle group as defined under the *Traffic Safety Act – Commercial Vehicle Dimension and Weight Regulation* still apply.
8. In the event that the COMPANY shall fail to perform or carry out one or more of the obligations and undertakings to be performed or carried out by the COMPANY pursuant to this Agreement, the Director of Municipal Services or County Manager shall be at liberty to issue a notice of deficiency to the COMPANY advising the COMPANY of its failure to perform or carry out one or more of his obligations or undertakings pursuant to this Agreement and the COMPANY shall immediately undertake to perform or carry out such works or actions as might be stated in the notice of deficiency. In the further event that the COMPANY fails to commence to perform or carry out the works or actions stated in the notice of deficiency to the satisfaction of the County within a period of forty eight (48) hours from the receipt of such notice of deficiency by the COMPANY, or within such other period of time which might be agreeable to the County, the County shall be at liberty, but not obligated, to perform and to carry out the obligations and undertakings and every cost and expense incurred by the County in carrying out the said obligations and undertakings shall be paid by the COMPANY to the County.
9. In the event that the COMPANY shall fail to perform or to carry out any of the obligations or undertakings to be performed or carried out by the COMPANY pursuant to this Agreement, the COMPANY shall pay on demand to the County every cost and expense incurred by the County in enforcing or in attempting to enforce, or both, the terms and conditions contained in this Agreement, including, without restricting the generality of the foregoing, all legal fees and disbursements incurred by the County on a solicitor and client basis.
10. In the event that the COMPANY shall fail to comply with any of the terms or conditions of this Agreement to be performed or carried out by the COMPANY pursuant to this agreement, the County shall be at liberty to serve a notice upon the COMPANY requiring the COMPANY to quit hauling and upon the service of such a notice by the County on the COMPANY, the COMPANY shall stop all hauling activities on the County Road(s) and the COMPANY'S rights under any

permit or license issued by the County to haul goods or materials on these road(s) shall be suspended until such time as the suspension shall be lifted by the County.

11. This Agreement shall not be transferred or assigned by the COMPANY without the consent in writing of the County.
12. All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time of or within forty-eight (48) hours thereof there shall be a general disruption of the postal service, in which case, service shall be by delivery only) addressed:

(i) in the case of the County to:

Director of Municipal Services
County of Lethbridge
100, 905 4th Avenue South
Lethbridge, AB T1J 4E4

(ii) In the case of the Company to:

Company Name
Contact Person
Address
Lethbridge, AB T1J 4P4

Phone:

and if mailed, shall be deemed to have been effectively given three (3) days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notice by giving notice of its new address to the other party as herein contemplated.

This agreement shall remain in effect for a period of time during the annual Road Ban Season as set by the Road Ban Committee of the County of Lethbridge.

Notwithstanding any other provision contained in this Agreement to the contrary, in the event that the Director of Municipal Services or County Manager shall certify in writing that an emergency exists as a result of road failure not directly related to the activities of the COMPANY, the County shall be at liberty to suspend the Haul as defined within this agreement until such time the emergency road condition is rectified.

This agreement shall enure to the benefit of the parties hereto as well as their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties have hereunto executed this AGREEMENT as of the day and year first written above.

Company Name	County of Lethbridge
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Per: _____

Per: _____

Per: _____

Per: _____

Schedule 'B'

Haul Road Inspection Report

County of Lethbridge

Date: Month Day, Year
Haul Road Agreement (File No.): RU_10_00

Company Rep: (print name and sign) Contact Person	County Rep: (print name and sign) County Contact Person
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Pre-Inspection <input checked="" type="checkbox"/>	Post Inspection <input type="checkbox"/>	Video Record Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Road Condition

Road Surface – ACP\ASBC\Crude\Gravel:
Drainage (centerline culverts, approaches):
Signage:
Existing dust control:

Other

Will the Company provide a grader to maintain the driving surface? Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: Any other factors which may affect road safety.

SCHEDULE "A"

Note: The Haul road limits are from location north onto Range Road 11-1 (County Road) to Highway 3. No other portion of Range Road 11-1 is to be considered as part of this Agreement.