COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 1618

A By-law of the County of St. Paul No. 19, in the Province of Alberta, to provide for a Licence Agreement respecting a portion of a road allowance located between the NE 10 and SW 15-60-10-W4.

WHEREAS, by virtue of the power conferred on it, the Council of the County of St. Paul No. 19, in the Province of Alberta, duly assembled, enacts as follows:

1. The Licence Agreement attached hereto as Schedule "A" is adopted.

2. This Bylaw shall come into force and effect upon execution of the Licence Agreement attached as Schedule "A" by the duly appointed officers of the County of St. Paul No. 19.

Read a first time in Council this 11th day of December, A.D. 2012.

Advertised the 24th day of December, A.D. 2012 in the St. Paul Journal.

Read a second time in Council this 5th day of January, A.D. 2013.

Read a third time in Council this 5th day of January, A.D. 2013.

(Original signed by Reeve S. Upham) *(Original signed by CAO S. Kitz)*

_____ _____

Reeve Chief Administrative Officer

UNDEVELOPED ROAD RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made this 7th day of February, 2013.

BETWEEN:

THE COUNTY OF ST. PAUL NO. 19,
a municipal corporation pursuant to
the laws of the Province of Alberta
(Hereinafter referred to as the "County")

OF THE FIRST PART

- and –

ALMER WEINMEIER
of the County of St. Paul No. 19,
in the Province of Alberta
(Hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS: The County has the control and management of roads within the municipality;

AND WHEREAS: the Licensee desires to license a portion of Road Right-of-Way from the County under the terms and conditions contained herein such Road Right-of-Way described as that portion of road allowance located between **NW 10-60-10-W4 and SW 15-60-10-W4** (Hereinafter referred to as the "Road Right-of-Way");

AND WHEREAS: that portion of the Road Right-of-Way 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 Road Right-of-Way under the terms and conditions contained herein;

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

1. That 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, its agents, employees and contractors to use, enter upon and occupy, for the purposes hereinafter specified, that portion of the Road Right-of-Way shown outlined in red on Schedule "A" attached (hereinafter referred to as the "License Area").

2. The Licensee agrees to utilize the land for one of the following purposes as approved by County Council and the Licensee shall not cause or permit any other activity whatsoever within the License Area.

   _X_ Grazing
   ___ Cultivation
   ___ Other (Specify) _____

3. The term of the license granted herein shall commence on the **1st day of _____, 2013**, and shall continue until terminated as hereinafter provided.

4. In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County the following amount at the following times:

   Forty dollars (**$40.00**) payable on _____ **1st** of each year during the life of this Agreement.

5. Nothing in this Agreement confers upon the License any exclusive right whatsoever in respect to the use or occupation of the License Area and the Licensee shall have no legal or equitable claim to the License Area other than as herein provided.

6. The rights conferred upon the Licensee by this Agreement are only personal in nature and shall not be construed as covenants running with the land and, as nothing in this Agreement confers upon the Licensee any legal or equitable estate whatsoever in the lands within the License Area, the Licensee shall not register in the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the License Area.

7. The County shall have the full right to occupy and use the License 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.

8. The Licensee, by performing and observing the covenants and conditions contained herein, shall be entitled to peaceably exercise the rights herein granted to the Licensee without any reasonable hinderance, molestation or interruption from the County.

9. The License 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.

10. In the event that the County deems it necessary or appropriate to cause or allow third parties to construct or install permanent underground or above-ground utility lines, pipelines facilities, transmission lines and drainage wells which will cross the License Area, or to perform such other work upon the License Area as may be deemed necessary in the sole discretion of the County, 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 the request of the County, execute such further documentation as deemed appropriate in the sole discretion of the County for the purposes of expediting or permitting the construction or installation of permanent underground or above ground utility lines, pipeline facilities, transmission lines and drainage swells or other such work within the License Area by the County or the nominee of the County.

11. The Licensee shall not install or erect any tress, shrubs, landscaping, buildings, improvements or structures on the License Area, without approval of the County. If the County permits the Licensee to install or erect any trees, shrubs, landscaping, buildings, improvements or structures, the same are to be constructed in a workmanlike manner so as to minimize damage to the License Area, and the Licensee shall, after any such work, restore the License area to a level and condition equivalent to that which existed prior to the commencement of any such construction and the existing grading running north to south, on the length of the Road Right-of-Way shall not be altered or obstructed by any such construction.

12. The Licensee shall not construct any fencing on the License Area unless prior approval of the County is first obtained and if the County permits the Licensee to construct any fencing on the License area, such fencing shall be constructed according to the specifications determined by the County including any specifications requiring of providing for the construction of gates. If the Licensee is permitted to erect any fencing on the License Area, the said fencing is to be considered the sole property of the Licensee and is to be repaired and maintained solely by the Licensee.

13. Upon the termination of this license, the Licensee shall remove all property belonging to the Licensee from the License Area and shall restore the License 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 License Area or fails to remove any and all property of the Licensee from the License Area within thirty days of the termination of this license, the County shall have the right, but not the obligation, to take such action as is reasonably necessary in the sole discretion of the County to remove all property of the Licensee from the License Area and to restore the License Area to a level and condition equivalent to that which existed prior to the commencement of this license. The County shall not be responsible for any loss or damage, however caused, to any property of the Licensee hereby removed from the License Area and the Licensee shall compensate the County its servants, contractors or agents pursuant to this clause. Any cost incurred by the County pursuant to this clause shall be a debt due and owing by the Licensee.

14. The Licensee shall at all times and in all respects abide by all laws, by-laws, legislative and regulatory requirements of any government and other competent authority relating to the use and occupation of the License Area.

15. The Licensee shall provide the County prompt written notice of any accident, damage or injury occurring on the License Area however caused.

16. The Licensee shall at all times hereafter indemnity and hold harmless the County against all actions, claims, demand, 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.

16. The Licensee shall carry liability insurance as follows:

- comprehensive general liability insurance with insurable limits of no less that TWO MILLION ($2,000,000.00) DOLLARS for each occurrence or incident;

- such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County;

the Licensee shall provide proof of such insurance to the satisfaction of the County, upon demand.

17. 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 License Area, whether or not such activities are in the pursuance of the rights herein granted to the Licensee.

19. All property on the Licensee which may hereafter be located on, under, over or adjacent to the License Area shall be at the sole risk of the Licensee and the County shall not be liable for any loss or damage thereto howsoever occurring and the licensee hereby releases the County from all action, 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 negligence of the County its servants or agents.

20. During the term of this license, the Licensee shall at his own expense maintain and keep the License Area in good, safe and reasonable repair and condition.

21. Notwithstanding anything to the contrary contained herein, the County shall have the absolute right and privilege to terminate the license 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.

22. If, in the opinion of the County, the Licensee undertakes or permits any activity whatsoever within the License 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 fourteen (14) days to rectify or remedy any such nuisance or improper activity, and failing the Licensee remedying or rectifying such nuisance or improper activity, the license and the rights herein conferred upon the Licensee shall vacate the License Area;

or

(b) Give the Licensee notice of immediate termination of the license and the rights herein conferred upon the Licensee and the Licensee shall forthwith vacate the License Area.

23. The Licensee shall have the right to terminate this license upon providing to the County thirty (30) days written notice of such termination.

24. Any notice to be given by one party hereto to the other shall be in writing and shall 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^{th}) day after the day of mailing, providing that normal postal services are in existence at the time of mailing and for seven (7) days thereafter.

Notice shall be given:

To the County at: 5015 - 49 Avenue
St. Paul, AB T0A 3A4

To the Licensee at: Almer Weinmeier
Box 120
Ashmont, AB T0A 0C0

Any party to this Agreement may change its address for service from time to time upon notice to that effect. In the event of disruption of normal postal service, any party giving notice hereunder shall be required to have such notice personally delivered.

25. The total rights secured by the license are only such rights as are specified herein and the Licensee hereby acknowledges and agrees that the County has made no representations, warranties, promises or agreements, either express or implied, beyond those contained herein.

26. This license shall be binding upon the parties hereto, their executors, administrators and assigns.

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

SIGNED, SEALED AND DELIVERED)
)
In the presence of:)
) _____
)
_____)
Witness)

COUNTY OF ST. PAUL NO. 19

Per:_____
Reeve

Per:_____
Chief Administrative Officer

AFFIDAVIT OF EXECUTION

CANADA	)	I, _____ _
	)	
PROVINCE OF ALBERTA	)	OF THE _____ OF _____,
	)	
TO WIT:	)	IN THE PROVINCE OF ALBERTA,
	)	
	)	MAKE OATH AND SAY:

1. That I was personally present and did see _____ named in the annexed instrument who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said _____ and he/she/they is/are in my belief of the full age of 18 years.

SWORN BEFORE ME at the _____	)	
	)	
of _____, in the Province of	)	
	)	
Alberta, this ___ day of _____, 20___	)	
		_____ _____
	)	
	)	
_____	)	
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA	)	