

**UNDEVELOPED ROAD ALLOWANCE,
ROAD CUT-OFF, LANE LICENSE, & AGRICULTURE POLICY**

Subject: Road Allowance Licenses

Code: 32

Ref: 61.45.01

Date Approved: November 10, 2020

No: 418/10/11/20

Replaces: 735/11/09/002

The County of Northern Lights believes that undeveloped road allowances, road cut-offs and lanes, when not immediately required, may be licensed for agricultural purposes by adjacent landowners living within the boundaries of the County.

The County of Northern Lights proposes to do this by entering into License of Occupation Agreements with individuals who apply for this privilege.

Signed: 
Chief Elected Official

Signed: 
Chief Administrative Officer

Procedure:

1. Only adjacent landowners may apply to the County by completing an Undeveloped Road Allowance Application to license any road allowance, road cut-off or lane within the boundaries of the County.
2. Once applications are received, they will be reviewed by the Director of Public Works, and should the Director approve, the County will advertise in the local paper for a period of 2 weeks as well as on the County website.

Any appeals or concerns must be received in writing by the County within 30 calendar days of the date the notice first appeared in the local newspaper.

After the expiry date of the appeal period, the Director of Public Works will put the application on the agenda for the next regularly scheduled Council meeting so Council may consider the application .

3.If Council approves the road license application, a Road Allowance licensing agreement must be entered into between the County and applicant. Administration may update the application form and agreement from time to time.

3. The applicant shall be required to enter into a road allowance, road cut-off or lane 'license of occupation". The agreement will continue so long as the applicant remains in good standing with the County or until such time as the County gives written notice of termination of the agreement.
4. The terms and conditions of the license of occupation shall be set forth in a memorandum of agreement between both parties.
5. Applicants will be charged an Application Fee and a yearly fee as set out in the Schedule of Fees.
6. Undeveloped Road Allowance licenses are non-transferrable. If the applicant no longer owns any of the adjacent properties, as at the time of approval, the license of occupation shall be canceled.
7. The County shall supply 2 signs to be posted at each end of the undeveloped leased road allowance. A replacement fee shall be set out in the Schedule of Fees.

UNDEVELOPED ROAD RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20

BETWEEN:

THE COUNTY OF NORTHERN LIGHTS,
a municipal corporation pursuant to
the laws of the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

-and-

of the County of Northern Lights,
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 situated between:

Road Allowance Between

(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:

01. 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 color on Schedule "A" attached (hereinafter referred to as the "License Area").
02. The license granted herein shall be limited solely for agricultural purposes, namely; pasture, grazing of livestock and growing of agricultural crops, and the Licensee shall not cause or permit any other activity whatsoever within the License Area.
03. The Licensee shall post a minimum of one (1) sign(s), as approved by the County, at a location nearest any accessible development road allowance immediately after the first day of this agreement. The signage shall remain in place for the duration of this agreement. The Licensee is responsible for the up keep and

replacement of signs should they become damaged or lost.

04. The Licensee shall grant foot access to any person, company or entity that requests access.
05. The term of the license granted herein shall commence on the ___ day of _____, and shall continue until terminated as hereinafter provided.
06. In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County a fee as set out in the Schedule of Fees per half mile of road allowance payable on July 15th of each year during the life of this Agreement.
07. Nothing in this Agreement confers upon the Licensee 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.
08. 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.
09. 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.
10. 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 unreasonable hindrance, molestation or interruption from the County.
11. 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.
12. 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, pipeline facilities, transmission lines and drainage swells 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.
13. The Licensee shall not install or erect any trees, shrubs, landscaping, buildings, improvements or structures on the License Area, without the express written consent 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.
14. The Licensee shall not construct any fencing on the License Area unless the prior written 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 or 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.

15. 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.
16. 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.
17. The Licensee shall provide the County prompt written notice of any accident, damage or injury occurring on the License Area however caused.
18. The Licensee shall at all times hereafter indemnify 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.
18. The Licensee shall carry liability insurance as follows:
 - comprehensive general liability insurance with insurable limits of no less than 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.
19. 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 pursuance of the rights herein granted to the Licensee.
20. All property of 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.
21. 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.
22. 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.

23. 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.

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

25. 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 (7th) 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:

County of Northern Lights
Box 10
Manning, Alberta T0H 2M0

To the Licensees at:

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.

26. 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.

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS ROAD ALLOWANCE LICENSE AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

LESSOR:

SEAL

THERESA VAN OORT
CHIEF ADMINISTRATIVE OFFICER

Council Motion # _____

Date: _____

LICENSEE:

WITNESS

**COUNTY OF NORTHERN LIGHTS
ROAD ALLOWANCE LICENCE
APPLICATION**

APPLICANT INFORMATION:

NAME OF APPLICANT(S): _____

ADDRESS OF APPLICANT(S): _____

TELEPHONE NO(S)

Home

Cell

LAND RELATED INFORMATION:

Legal description of land adjacent to subject road allowance: _____

Do you own the land on both sides of the subject road allowance? **Yes** _____ **No** _____

What is the current land use on the lands which you own adjacent to the subject road allowance?

i.e. (pasture/cultivated land, bush, etc.)

Is the road allowance currently used by other users and/or companies (hunting, recreation, farming, industry, etc)
Please describe.

Is this land currently fenced? **Yes** _____ **No** _____

REASONS SUPPORTING APPLICATION:

Written approval of neighboring landowners attached? **Yes** _____ **No** _____ **N/A** _____

DATE OF APPLICATION: _____

SIGNATURE OF APPLICANT

- Application has been reviewed and applicant may now proceed to advertising.
- Application has been reviewed and declined. Please call Director of Public Works for more information at 836-3348 or 1-888-525-3481.

Date: _____

Director of Public Works

Township _____ Range _____

 - 31 - 	 - 32 - 	 - 33 - 	 - 34 - 	 - 35 - 	 - 36 -
 - 30 - 	 - 29 - 	 - 28 - 	 - 27 - 	 - 26 - 	 - 25 -
 - 19 - 	 - 20 - 	 - 21 - 	 - 22 - 	 - 23 - 	 - 24 -
 - 18 - 	 - 17 - 	 - 16 - 	 - 15 - 	 - 14 - 	 - 13 -
 - 7 - 	 - 8 - 	 - 9 - 	 - 10 - 	 - 11 - 	 - 12 -
 - 6 - 	 - 5 - 	 - 4 - 	 - 3 - 	 - 2 - 	 - 1 -

Location Sketch of Request.

OFFICE USE ONLY:	COMMENTS:

SIGNAGE

THE FOLLOWING SAMPLE OF A SIGN SHALL BE PERMANENTLY ATTACHED TO ALL FENCES AND GATES ADJACENT TO LEASED ROAD ALLOWANCES: SIGNAGE SHALL BE CONSTRUCTED OF WOOD OR PLASTIC MATERIAL AND SHALL BE A MINIMUM SIZE OF 45MM X 30MM (18 INCHES X 12 INCHES)

NOTICE TO USERS OF THIS ROAD ALLOWANCE

THIS ROAD ALLOWANCE IS CURRENTLY LICENSED UNDER THE PERMISSION OF COUNTY OF NORTHERN LIGHTS.

**PERMISSION FOR PASSAGE SHALL BE OBTAINED PRIOR TO ENTERING THIS LICENCE AREA.
USERS SHALL CONTACT:**

LICENCE HOLDER NAME

OR COUNTY OFFICE

LICENCE HOLDERS PHONE #

SAMPLE ADVERTISEMENT

**NOTICE OF APPLICATION
FOR LICENCE OF
ROAD ALLOWANCE WITHIN
COUNTY OF NORTHERN LIGHTS**

Notice is hereby given that _____ of _____ has made application to County of Northern Lights Council to license the following undeveloped road allowance.

ROAD ALLOWANCE BETWEEN: _____ & _____

Any persons whom will be unduly affected by the granting of this license shall forward a written objection to the Council for County of Northern Lights Public Works Department within 30 days from the date of this notice to the following address:

COUNTY OF NORTHERN LIGHTS
BOX 10
MANNING, ALBERTA T0H 2M0

DATED THIS _____ DAY OF _____ 20_____.



**COUNTY OF NORTHERN LIGHTS
BOX 10
MANNING, ALBERTA T0H 2M0**

ATTENTION: DIRECTOR OF PUBLIC WORKS

Dear Sir:

RE: APPLICATION FOR ROAD ALLOWANCE LICENCE @ _____
(LEGAL DESCRIPTION)

PLEASE ACCEPT THIS LETTER AS NOTIFICATION THAT THE APPLICANT(S), _____

_____ HAVE EXPRESSED THEIR INTEREST TO ME (US) IN THE

LICENCING OF A ROAD ALLOWANCE ADJACENT TO MY (OUR) PROPERTY

I (WE), _____ HEREBY HAVE NO OBJECTIONS TO THE COUNCIL OF

(PRINT NAME OF LANDOWNER)

COUNTY OF NORTHERN LIGHTS GRANTING A LICENCE OF THE ROAD ALLOWANCE BETWEEN LANDS LOCATED AT;

&

BEING ADJACENT TO THE LAND WHICH I (WE) ARE THE REGISTERED LAND OWNER (S).

SINCERELY,

SIGNATURE OF REGISTERED LANDOWNER

WITNESS SIGNATURE

PRINT WITNESS NAME

DATED THIS _____ OF _____ 20____.
(DAY) (MONTH)