

ROAD USE AGREEMENT
MEMORANDUM OF AGREEMENT

Made this day day of month, 20 yr at the Town of Westlock, in the Province of Alberta
BETWEEN:

WESTLOCK COUNTY
(of the First Part)

AND

company name here
company address here
city/town, province and postal code
File/Ref #: xxxxxxxxx
(of the Second Part)

WHEREAS THE PARTY OF THE SECOND PART desires to transport commodity over certain highway(s) within the jurisdiction of the Party for the First Part; namely those highways detailed and marked in Exhibit "A", annexed hereto.

Scope of work to include Legal Land Description, possible haul route(s), etc

AND WHEREAS THE PART OF THE FIRST PART deems the said transportation to be an extraordinary use, likely to imperil the aforementioned highway(s) or cause persons living on or near the said highway(s) to be annoyed by dust, or whatever, arising from the said transportation.

AND WHEREAS the Party of the First Part has agreed to such transportation by the Party of the Second Part in consideration of and upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE this Indenture Witnesseth:

1. That the Party of the Second Part may transport loads of said materials at axle weights not inconsistent with the weights specified in the carrying vehicle's certificate of registration and the provisions of the Motor Transport Act Regulations and Schedules thereto.
2. In consideration of the permission hereby granted to it by the Party of the First Part, the Party of the Second Part covenants and agrees to pay for and discharge any and all damages which may result to highway(s) or other property on road allowances during such transportation, and any expenses or out-of-pocket disbursements which may be incurred by the Party of the First Part in connection therewith whether they be for inspection, supervision or howsoever, and shall indemnify and save harmless the Party of the First Part therefrom.

The Party of the Second Part also hereby indemnifies and saves harmless the Party of the First Part from any and all losses, costs, liabilities, damages and expenses (including any and all liabilities to third Parties, whether in contract, tort or otherwise) which may arise for any reason of any action or inaction on the part of the Party of the Second Part by reason of the said road disturbance and/or crossing. Such indemnification to survive this Agreement.

3. The Party of the Second Part covenants and agrees to:
 - (1) Maintain the said highway(s) in good repair, at all times during the term of this Agreement.
 - (2) Pay for the resurfacing or regravelling, as the case may be, of the said highway(s) when and if such is required and deemed necessary by the Party of the First Part or its officers or agents.
 - (3) Cause dust suppression treatment to be consistently and adequately applied to the said highway(s) so as to prevent annoyance to persons living near the said highway(s).
 - (4) Operate and transport on the route(s) marked out and specified in Exhibit "A", annexed hereto, and no other.

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- (5) Erect suitable signs and devices conducive to the safe use of the said highway(s) at such places and in such numbers as the Party of the First Part, its officers or agents may, from time to time, require or direct.
- (6) Post a bond or form of security in the amount of \$x,xxx.xx to \$xx,xxx.xx as required upon which Westlock County may draw, at its discretion, as reimbursement for costs incurred pursuant to this Agreement.
- (7) Operate and transport at a maximum of 80 km/h or as posted.
- (8) Hauling shall be scheduled around school bus times.
- (9) Limited hauling shall take place during wet weather.
- (10) This Agreement is subject to any and all applicable road bans and may be terminated at the discretion of Westlock County.
- (11) The Party of the Second Part shall contact the County prior to any hauling taking place.

4. Bridges

Respecting Provincial Bridge No. xxxxx with respect to the public bridge(s) in the xx Quarter of Section xx, Township xx, Range xx, West of the x Meridian, the Party of the Second Part herewith acknowledges that:

- (1) No loads in excess of xxxxx total gross tonnes shall be transported over the said bridge at any time.
- (2) No transportation operated by or for the Party of the Second Part shall be driven on or over the said bridge at a greater rate of speed than xx kilometers per hour.
- (3) During the term of this Agreement and respecting transportation operated by or for the Party of the Second Part, no more than one vehicle for or on behalf of the Party of the Second Part shall occupy the said bridge at one time.

5. The Party of the Second Part further acknowledges herewith that:

- (1) Any deviation from the terms and conditions of this Agreement on its part shall be good and sufficient cause for the Party of the First Part to dissolve the said Agreement.
- (2) This Agreement and its term is varied and inoperative if and when Westlock County Council or the Highway Protection Committee imposes a general vehicular weight restriction known as a Road Ban under the provisions of the Motor Transport Act.

6. This Agreement may be amended, from time to time, by way of new, or additional Exhibit "A" attachments, which may or may not have additional conditions contained thereon specific to authorizations granted for use of the highways indicated.

7. This Agreement shall cease and determine on the day day of month A.D. 20 yr and thereafter no such loads shall be transported save such as may be authorized under a new and further Agreement between the parties (see attached Exhibit "A"(s)).

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective signatures to be affixed through their respective agents in that regard.

For Westlock County

Duly Authorized Representative or Signing Officer for the Party of the Second Part