

SCHEDULE 'B'
TEMPORARY ROAD ALLOWANCE PERMIT - APPLICATION

Application Type: <input type="checkbox"/> Livestock Grazing		Date:	
		YYYY-MM-DD	
APPLICANT INFORMATION			
Name:			
Address:			
Phone #:		Email:	
ROAD ALLOWANCE LOCATION			
Legal Land Description:		Other Location Description:	
CONSENT OF ADJOINING OWNER OR OCCUPANT			
I/We _____ hereby consent to granting of a permit to _____ to occupy the above described road allowance.			
Date Submitted:		Signature:	
PROPOSED USE OF ROAD ALLOWANCE			
Description: (include intended use, type and number of livestock, type and size of proposed fencing, type other agricultural use, use of temporary corrals for unloading/loading, proposed start and end dates etc.)			
Date submitted:		Applicant Signature:	
INTERNAL USE ONLY			
Date submission reviewed:	Reviewed by:	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Conditions / Directions:			

This personal information is being collected under the authority of the MD of Pincher Creek No. 9 as it directly relates to and is necessary for operating a program or activity of the MD. This collection is authorized by section 4 of the Protection and Privacy Act. For questions about the collection of personal information, contact the Privacy Officer at 403-627-3130, MD Box 279, Pincher Creek, Alberta T0K 1W0 / 1037 Herron Ave / P 403627-3130 / F 403-627-5070 / info@mdpincercreek.ab.ca.

SCHEDULE 'C'
TEMPORARY ROAD ALLOWANCE PERMIT

Between the Municipal District of Pincher Creek No. 9 (the Grantor) and _____
(the Grantee).

In consideration of the receipt of a license fee as established per half mile or portion thereof, as per Policy C-FIN-529-Fees and Charges and subject to the terms and conditions stated below, the Grantor hereby grants a Temporary Road Allowance Permit to the Grantee on the following described road allowance(s):

_____ for agricultural purposes (e.g. livestock grazing).

Terms and Conditions:

1. The Grantee hereby indemnifies and holds harmless the Grantor from any and all claims or causes of action, including personal injury, death, or property damage brought by the Grantee or his/her agent that may arise or result from or in connection with the Grantee's use of the leased land under this license. Without restricting the generality of the foregoing, the Grantee indemnifies and holds harmless the Grantor from any and all claims that may arise as a result of use of the leased land by the Grantee for grazing of livestock.
2. The Grantee shall obtain general public liability insurance of not less than two million (\$2,000,000) dollars for claims brought as a result of personal injury, death, or property damage, occasioned as a result of the use of the road allowance by third parties, provided that such use was authorized by the Grantee and occasioned by or in connection with actions or responsibilities, including the grazing of livestock, of the Grantee. The Grantee shall add the MD of Pincher Creek as an additional insured, and provide this with the permit.
3. The Grantee shall be responsible to monitor the described road allowance for obstructions and to promptly remove the obstruction. If unable to remove the obstruction, the Grantee shall notify the MD of Pincher Creek to assist with removal.
4. The Grantee shall be responsible for managing and control of noxious and other weeds on the described road allowance caused by or in connection with the Grantee's use of the described road allowance.
5. The Grantee shall be responsible for prevention and repair of any erosion to soil or waterways caused by or in connection with the Grantee's use of the described road allowance.
6. The Grantee may erect and maintain fences or other structures reasonably required in connection with their use of the described road allowance under this license, provided that such fences or structures shall not unreasonably impede or prevent legal access by the public and are approved in advance.
7. The Grantee shall not prohibit or unreasonably restrict public access and passage over the road allowance but may from time to time impose conditions or restrictions on access and use where such conditions are temporary in nature and reasonably necessary or appropriate to the Grantee's operations and responsibilities under this agreement. The Grantee may install a sign to indicate to the public conditions of access.
8. Your new Temporary Road Allowance Permit will remain in effect, provided that applicable fees are paid, as well as providing notice to the MD of Pincher Creek when

circumstances change with respect to the Temporary Road Allowance Permit (i.e. change of ownership of *either the Grantee or the consenting adjacent landowner*, no longer require the use of the road allowance, etc.).

9. This license may be revoked or terminated for cause by the Grantor upon thirty (30) day's written notice to the Grantee, and the Grantee shall immediately cease using and remove any livestock from the road allowance, and this agreement shall be terminated. The Grantee shall have no claim in connection with rightful termination by the Grantor under this section.

Grantee

Grantee

Municipal District of Pincher Creek No. 9