

**Vulcan County
Road Work and Fencing Agreement**

THIS AGREEMENT made the ____ day of _____ 2012.

BETWEEN: _____ (the Grantor)

of

- and -

VULCAN COUNTY (the County)
a municipal corporation established and existing
under the laws of the Province of Alberta

WHEREAS the Grantor is the owner/lessee of the lands legally described as:

TO WIT:

(hereinafter referred to as the "Lands")

AND WHEREAS the County is desirous of entering upon and utilizing a portion of the Lands to facilitate the construction, alteration or widening of a roadway and ditches near and on the Lands, including the construction of a suitable backslope;

NOW THEREFORE, in consideration of the sum ONE (\$1.00) DOLLAR now paid by the County to the Grantor, receipt of which is hereby acknowledge, the Grantor and County agree as follows:

1. The County, its servants, agents and contractors (hereinafter collectively referred to as the "County") shall have the right, license and privilege to enter upon and bring vehicles, supplies and equipment upon so much of the Lands as is reasonably necessary for the purpose of stripping and stockpiling topsoil, constructing backslopes and landscaping in connection with the construction, alteration or widening of roads and ditches near and on the Lands. The County shall also have the right, license and privilege to utilize and convert to its own use so much of the Lands, excluding topsoil, as is reasonably necessary (up to 100 metres from the edge of the road allowance, unless otherwise negotiated) for the construction of the roads or backslopes referred to herein.
2. The County shall be entitled to remove such trees, brush and debris from the Lands as is reasonably necessary for the purpose of stripping and stockpiling topsoil, constructing backslopes and landscaping in connection with the construction of the roads or backslopes referred to herein and the County shall be entitled to place the trees, brush and debris on the Lands during the course of construction to be burned or otherwise disposed of by the County.
3. The existing topsoil on the Lands within the area of the road backslope shall be stripped, stockpiled and then replaced by the County upon completion of the construction. The County shall not be required to replace more topsoil than was stripped from the Lands regardless of any alteration to the slope of the affected area and the County shall not guarantee any future crops seeded or trees planted in the affected area.
4. In the event that the construction of the roads or backslopes require the removal of a fence or fences, and if the Grantor wishes to have the fence or fences removed and replaced, the County shall provide the material and construct the fence. In the event that Vulcan County abandons the road construction project, and upon notification of the abandonment to the Grantor, this clause of the agreement shall become null and void.

Temporary Fence Required: Yes No

NW	NE
SW	SE

If the Grantor wishes to have the fence constructed with standards above the Vulcan County Fencing policy standards Policy #32-1008 as per Schedule "A" then the Grantor will assume all responsibility for costs of labour and material.

Additional Conditions:

- The County shall reimburse the Grantor for existing crops damaged by the construction of the roads or backslopes in accordance with the rates established annually by the County. The calculation of crop damage will be to a maximum period of two (2) years.
- The compensation payable to the Grantor under the terms of the Agreement shall for all purposes be considered full and final compensation and the Grantor hereby releases and discharges the County from any further actions, causes of action, claims and demands of every nature and kind arising from the actions of the County pursuant to this Agreement.

IN WITNESS WHEREOF the Grantor has hereunto subscribed their name this _____ day of _____ 20____.

Witness as to the signature of the Grantor

Grantor

Telephone

Witness as to the signature of the Lessee
Telephone

Lessee

Councillor (on behalf of Vulcan County)

CONTACT NAME: _____

PHONE: _____

Schedule "A"



VULCAN COUNTY **Fencing Procedures Policy**

Policy No. 32-1008

FENCING FOR COUNTY ROAD CONSTRUCTION

Any fence that must be replaced due to road construction undertaken by Vulcan County will be subject to the following stipulations:

1. The contractor is to provide the necessary labour and skills for the removal and installation of permanent and temporary fences as requested by the County.
2. The County will remove the fence and be responsible for any temporary or replacement fencing as required by the fencing agreement. All fencing projects for the County will be completed by the Contractor. Landowner will not have the option of replacing their own fencing.
3. The Contractor is responsible for the transporting of all materials. All fencing supplies will be provided to the fencing contractor by Vulcan County. The landowner/Lease holder will not be required or have the option of purchasing or providing the contractor with any fencing materials for the construction of a temporary or permanent fence.
4. Material from fence removal will be stockpiled within reason at the landowners preferred site.
5. The Contractor is to provide proof of Worker's Compensation Board insurance coverage to the County.
6. Upon completion of the fencing project, the landowner shall sign a certificate of completion to the County indicating he/she is satisfied with the fence and the project is complete. At this time the landowner/lease holder will not make any further claims on the County for this fence.
7. Any exceptions to this Policy must be approved by County Council.
8. Vulcan County will cover the entire cost of materials and installation for replacing a serviceable existing fence.
9. A fencing agreement that shall specify the details of the fence replacement, to be done by the County, shall be entered into with the landowner and Vulcan County.

10. Replacement fence will be replaced to the standards set out by Vulcan County (see Vulcan County Fencing Standards below). If a ratepayer wishes to have the fence upgraded to above County standards then the difference shall be paid by them.

VULCAN COUNTY PERMANENT FENCING STANDARDS

- equal to or better than the following:

Posts: (See appendix A)

- posts will be 18' apart unless the terrain of the land requires more or less
- 4"-5" x 6' pressure treated doweled or peeled posts
- Pencil pointed and dome capped
- 7' posts may be placed in ravines or wet spots only if required

Wire:

- 4 wire
- 12 ½ gauge
- double strand 4 barbed

Corner Posts: (See appendix B)

- posts are 8' apart – 6" x 8' pressure treated posts
- bracearms
 - (1) 4" x 4" x 8' treated (landscape tie)
- bracewire - #9 galvanized smooth wire

Gate: (See appendix C)

- opening will be determined by the land owner & contractor
- Gatepickets as required – 3" x 5'
- 1 bracearm – 4" x 4" x 8' treated (landscape tie)
- 2 bracewires - #9 galvanized smooth wire
- 4 strands – 12 ½ gauge barb wire

Staples

- 2" barbed

VULCAN COUNTY TEMPORARY FENCING STANDARDS:

- equal to or better than the following:

Posts:

- Posts will be 25'-30' apart unless the terrain of the land requires more or less
- 4"-5" x 6' pressure treated doweled or peeled posts
- Pencil pointed and dome capped
- 7' posts may be placed in ravines or wet spots only if required

Gates:

- size will be determined by the land owner and contractor
- 1 bracearm – 4" x 4" x 8' (landscape tie)
- gatepickets as required – 3" x 5'
- 4 strands – 12 ½ gauge barb wire

Corner Posts:

- posts are 8' apart – 6" x 8' pressure treated posts
- 1 bracearm – 4" x 4" x 8' treated (landscape tie)
- bracewire - #9 galvanized smooth wire

Staples:

- 2" barbed

Wire:

- 3 wire
- 12 ½ gauge
- double strand – 4 barb

SAMPLE