

Mackenzie County

Title	BACKSLOPE POLICY	Policy No:	PW041
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Legislation Reference	MGA Section 5.(b)
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Purpose

To define a formal process when undertaking road construction and road maintenance projects that effect adjacent properties/landowners.

Policy Statement and Guidelines

Mackenzie County recognizes when undertaking projects, the County will require additional working space where the existing right of way is not adequate to allow for the rehabilitation and/or construction.

Definition:

In the event that the County identifies an area requiring backsloping on private property:

1. The landowner will enter into an agreement with the County for the provision of backsloping.
2. The County may consider eligible costs such as tree removal, crop damage, grass seeding, and fence removal/replacement.
3. A physical site inspection is carried out by County staff and property owner to identify any potential issues.

The Mackenzie County Backslope Agreement shall form part of this policy as "Schedule A".

	Date	Resolution Number
Approved	27-Apr-16	16-04-319
Amended		
Amended		

MACKENZIE COUNTY BACKSLOPE AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 20__

BETWEEN:

MACKENZIE COUNTY

(hereinafter called the "County")

-and-

(hereinafter called the "Owner")

of

WHEREAS the Owner is the owner, purchaser, or lessee of the lands as legally described as:

_____ ¼ section _____ Twp _____ Rge _____ W _____ M

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, inconsideration of the sum of _____ now paid by the County to the Owner, receipt of which is hereby acknowledge, the Owner and County agree as follows;

1. The County, it’s 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, construction 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 of the Lands, excluding topsoil, as is reasonable necessary (up to 20 meters from the egde 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 and debris on the Lands during the course of construction to be burned, or otherwise disposed of by the County.
3. In the event that the construction of the road or backslope require the removal of a fence or fences, and if the Owner wished to have the fence removed and replaced, the County shall provide the material and construct the fence, and per the Road Fencing Policy.

- 4. In the event that the County abandons the road construction project, and upon notification of the abandonment to the Owner, this clause of the agreement shall become null and void.
- 5. The compensation payable to the Owner under the terms of the agreement shall for all purposes be considered full and final compensation and the Owner 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.
- 6. Additional conditions: _____

- 7. Estimated completion date _____.

Governing Law

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties hereto have affixed their signature/corporate seals by the hands of their proper officers.

IN WITNESS WHEREOF the Owner has hereunto scribed their names this ____day of _____, 20__.

Owner

MACKENZIE COUNTY

Per:

Per:

Signature of Owner

Signature of Authorized Signing Officer

Printed Name of Owner

Printed Name of Authorized Signing Officer

Telephone Number of Owner

Position of Authorized Signing Officer

Signature of Witness

Signature of Witness