

**BIG LAKES COUNTY**

P.O. Box 239  
High Prairie, Alberta  
T0G 1E0

Phone: 523-5955  
Fax: 523-4227

**GRADING PRIVATE DRIVEWAYS**  
20\_\_ SEASON

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_

BETWEEN

BIG LAKES COUNTY  
A Municipal Corporation in the Province of Alberta  
(hereinafter referred to as the "County")

OF THE FIRST PART

AND

\_\_\_\_\_

(hereinafter referred to as the "Owner or Lessee")

OF THE SECOND PART

WHEREAS the Owner or Lessee is the owner, purchaser or lessee of the following land:

- \_\_\_\_\_ (Legal Description)
- \_\_\_\_\_ (Rural Address Sign)
- \_\_\_\_\_ (Mailing Address)
- \_\_\_\_\_ (Phone)
- \_\_\_\_\_ (Name of Land Owner)

and

WHEREAS the Owner or Lessee has requested the County to preform grader maintenance to the private driveway; and

WHEREAS Council for the County has authorized the grader maintenance of private driveways when requested.

NOW THEREFORE the County and the Owner or Lessee for the consideration hereinafter named, agree as follows:

1. The County agrees to grade the private driveway when so requested by the Owner or Lessee, however, the County shall not be under any obligation to do so and the maintenance shall be carried out at the sole discretion of the County. Maintenance may be affected by the County road priorities, work schedules, weather or other conditions.
2. This Agreement shall be in effect for the 20\_\_\_\_\_ season and will have to be renewed annually.
3. The County shall have the right to refuse to grade any private driveway that is, in the County's sole opinion, hazardous or impractical to do so, in any way whatsoever.

4. The charge(s) to carry out the grading of private driveways will be as follows:
  - a) Grading will be charged at the current County rates with a minimum charge of \$74.00 and is subject to change from time to time at the discretion of Council. After the first ½ hour the rate will be \$148.00 per hour.
5. The County shall forward to the Owner or Lessee statements showing all charges incurred by the Owner or Lessee for grade maintenance jobs done by the County and the Owner or Lessee covenants and agrees to pay for all charges not later than thirty (30) days immediately following the invoice date of the account by the Owner or Lessee. In the event that the Owner or Lessee does not pay his account, the County will refuse to do further grading until the account is paid and any account remaining outstanding shall be a debt due to the County.
6. The Owner or Lessee hereby covenants and agrees that he will at all times indemnify and save harmless the County, its servants, agents and employees from and against all loss, damage, injury or liability sustained, however caused, which may at any time arise while the County is maintaining the private driveway of the Owner or Lessee.
7. The Owner or Lessee hereby covenants and agrees that any damage to the Owner's or Lessee's property resulting from the maintenance operations carried out by the County shall be at the Owner's or Lessee's sole risk and the County shall not be responsible for any loss, damage or injuries sustained by the Owner or Lessee as a result of the maintenance by the County on the Owner or Lessee's driveway.
8. This Agreement may be cancelled by either party by giving a seven (7) day written notice to the address appearing above.
9. This Agreement cannot be assigned or transferred.
10. The OWNER or LESSEE acknowledges and agrees that he/she has READ and UNDERSTANDS THE TERMS of this Grading Private Driveways Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hand to this Agreement the day and year first above written.

SIGNED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
OWNER OR LESSEE SIGNATURE

\_\_\_\_\_  
PRINTED NAME OF OWNER OR LESSEE

BIG LAKES COUNTY

per: \_\_\_\_\_