



SNOW CHECKS (WINDROWS) RIGHT TO ENTER AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____.

BETWEEN:

County of Warner No. 5 and _____
hereinafter called "the Municipality" hereinafter called "the Owner"
OF THE FIRST PART OF THE SECOND PART
Box 90, Warner, AB TOK 2L0 _____
Warner, AB TOK 2L0 _____
Complete mailing address

WHEREAS the Municipality understands the need for building checks in fields to help store blowing snow in certain sections of the road network within its boundaries, by creating windrows;

AND WHEREAS the Owner desires to permit the Municipality the right to enter for the purpose of creating windrows to help store blowing snow in certain section of the road network within the boundaries of the municipality;

WITNESSETH NOW THEREFORE, that the parties hereto in consideration of the mutual covenants and agreements contained herein do hereby agree as follows:

- 1. The Owner represents that he is the owner of the following land locations:

Legal description of property

- 2. The Owner hereby permits entry onto said land locations for the purpose of installing seasonal snow checks on the said land, and for that purpose take upon the said land all such workmen, tractors, and equipment as deemed necessary by the Municipality for five (5) years.
3. The Owner hereby grants and releases all soil from the land as may be ascertained to be necessary for the construction of said windrows by surveyors, workmen or agents of the Municipality.
4. Operational details:
i. Installation of the snow check will be in extreme circumstances when there has been enough snowfall to use a grader and construct the snow checks.
ii. Work will be undertaken only if ground conditions are determined to be suitable to have equipment on it by surveyors, workmen or agents of the Municipality.

- iii. Grader operators will endeavour to minimally disturb the field by taking precautions such as leaving the blade up.

- 5. This Agreement shall remain in force and shall be binding upon the parties hereto unless and until it is terminated as herein provided.

- 6. Either party to this Agreement may terminate the same at any time by giving three (3) months' notice, in writing, to the other person by registered mail, addressed to the address for service as provided on page one of this Agreement.

- 7. At the expiration of the term of this Agreement, such term shall not be renewed thereafter.

IN WITNESS WHEREOF the Municipality has hereunto caused its Corporate Seal to be hereunto affixed attested under the hands of its proper officers in that behalf, and the Owner has hereunto set his hand and witness, the day and year first above written.

Printed name of the Owner

Signature of the Owner

SIGNED, SEALED and DELIVERED in the presence of:

Printed name of the witness

Signature of the witness

Printed name of the County of Warner No. 5 CAO

Signature of the County of Warner No. 5 CAO