

**AGREEMENT FOR THE
INSTALLATION and USE OF A TEXAS GATE**

This Agreement Between:

NAME:	MAILING ADDRESS:
PHONE NUMBER:	EMAIL:

(the "Applicant")

And:

COUNTY OF NEWELL
Box 130, Brooks, AB T1R 1B2
(the "County")

Whereas the Applicant has made application to install a Texas Gate at the following location:

LEGAL:	PLAN:	BLOCK:	LOT:
RURAL OR URBAN ADDRESS:			

WHEREAS the Applicant wishes to place a Texas Gate across a municipal road located within the municipal boundaries of the County of Newell; and

WHEREAS the County of Newell agrees to allow the Applicant to place a Texas Gate across a municipal road located within the municipal boundaries of the County of Newell under certain terms and conditions; and

NOW THEREFORE in consideration of the premises and of the covenants by and between the parties hereto, the parties do agree each with the other as follows:

1. Article 1 – Interpretation

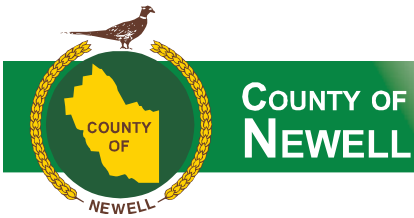
- 1.1. This Agreement, including the recitals, the Schedules and this clause, the following terms (unless the context specifically requires otherwise) shall have the following meanings:
 - 1.1.1. "Agreement" shall mean this Texas Gate Agreement.
 - 1.1.2. "Applicant" shall mean the person or persons applying for this Agreement.
 - 1.1.3. "Texas Gate" shall mean any structure or device in which all or part of the structure or device is placed across and excavated portion of a road allowance so as to allow the passage of persons and vehicles along the road allowance while preventing the passage of livestock.
 - 1.1.4. "the County" shall mean any County of Newell councillors, the CAO, staff and/or agents of the County of Newell
 - 1.1.5. "Road" a road allowance within the municipal boundaries of the County.
 - 1.1.6. "Vehicle" shall mean a device in, on or by which a person or thing may be transported or drawn on a highway, which, without limiting the generality of the foregoing shall include motor vehicles.
- 1.2. The division of this Agreement into articles and paragraphs, and the insertion of headings are for convenience of references only and shall not affect the construction or interpretation of this Agreement.





COUNTY OF NEWELL

- 1.3. All references to any person in this Agreement shall be read with such changes in number and gender as the context requires.
 - 1.4. All statements of, or references to, dollar amounts in this Agreement shall mean lawful money of Canada.
 - 1.5. This Agreement shall be governed by the laws of the Province of Alberta, and the Parties agree to submit to the jurisdiction of the Courts of the Province of Alberta.
2. Article 2 – Construction of Texas Gates
- 2.1. The County agrees to allow the Applicant to construct, maintain and operate, at the Applicant's own cost and expense, a Texas Gate across a municipal road allowance located within the municipal boundaries of the County of Newell, which is noted in the top section of this Agreement.
 - 2.2. If the Applicant requesting to install the Texas Gate is not the landowner of the properties adjacent to the road beyond the Texas Gate, then written approval from all property owners, must be obtained by the Applicant and submitted with the application.
 - 2.3. The Applicant agrees that the Texas Gate shall be of such design and construction to ensure the safe use of the Road by all persons and Vehicles entitled to use the Road. The Texas Gate shall be a minimum of 8 meters wide to a maximum of 15 meters wide, on all Roads, and shall be like design as that shown in Schedule 'A', and forms part of this Agreement.
 - 2.4. The Applicant agrees to place warning signs on both sides of the Texas Gate, facing both directions. The warning signs shall be of reflective material and be highly visible to users of the Road. The Applicant must obtain the warning signs from the County and shall pay the County for these signs the amount that the County itself paid for these signs. Or the Applicant may use provincially regulates signs designated as WA-36-L and WA-36-R.
 - 2.5. When the Texas Gates is within a maintained County road allowance, the County will install, 'Texas Gate Ahead' and 'Cattle at Large' signage at the location of the Texas Gate. The Applicant will be invoiced for the signage and in subsequent replacement after initial installation.
 - 2.6. When the Texas Gate is within an un-maintained County road allowance, the Applicant shall be responsible for the installation and maintenance of signage.
 - 2.7. The Applicant agree to keep the Texas Gate and the warning signs, as described in Article 2.3, 2.4 and 2.5 in a reasonable state of repair.
 - 2.8. The Applicant agrees that, during construction or repair of the Texas Gate, precautions be taken to ensure the safety of any and all persons and Vehicles using the Road, which, without limiting the generality of the foregoing, may include the use of flagmen and the placement of signs warning of the construction or repair.
 - 2.9. Any installation of a Texas Gate on private land must be a minimum of 2 meters of the edge of a road allowance.
 - 2.10. The Applicant agrees to pay the fee of Three Hundred Dollars (\$300) per Texas Gate Application. Fees must be paid at the time of application.
 - 2.11. The Applicant agrees that, if the condition of the Texas Gate or the warning signs described herein, is such that it creates a hazard to the safety of any and all persons and Vehicles using the Road, the Applicant shall immediately effect repairs or removal of the Texas Gate or the warning signs.
 - 2.12. The Applicant agrees to restore any disturbed area to its original condition, including the re-seeding of the disturbed area to the satisfaction of the County.



3. Article 3 – Liability Waiver and Indemnity

- 3.1. The Applicant hereby agrees that it shall not make or bring and claim, action, suit, proceeding or demand against the County, its elected officials, officer, employees, servants, agents, or contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing shall include any claim, action, suit, proceeding or demand arising in a tort or contract. Notwithstanding the foregoing, in no event shall the County ever be liable to the Applicant for any consequential, indirect or special damages. Special damages shall include, but not limited to, the value associated with any loss of goods or products.
- 3.2. The Applicant hereby agrees that it shall indemnify and save harmless the County, its elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceedings or demands made or brought against the County, its elected officials, officers, employees, servants, agents and contractors by any third party with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs incurred by the County in defending such a claim, action, suit, proceeding or demand.

4. Article 4 – Assignment

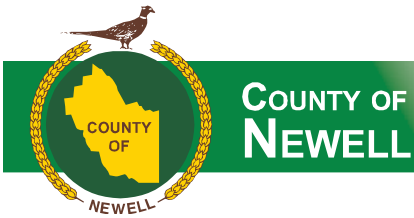
- 4.1. This Agreement may not be assigned or transferred by the Applicant in whole or in part without the prior written consent of the County.
- 4.2. Upon transfer to a new Applicant a new Texas Gate agreement will need to be entered.

5. Article 5 – Termination

- 5.1. This Agreement may be terminated by the County as follows:
- 5.1.1. The County must give the Applicant thirty (30) days written notice of its intention to terminate; and
- 5.1.2. Within thirty (30) days of receiving notice of intention to terminate this Agreement in accordance with Article 5.1.1, herein, the Applicant shall, at its own cost and expense remove the Texas Gate and restore the portion of the municipal road wherein the Texas Gate was located to the same condition as acceptable to the County.
- 5.2. This Agreement may be terminated by the Applicant as follows:
- 5.2.1. The Applicant must give the County thirty (30) days written notice of its intention to terminate.
- 5.2.2. Upon expiration of the thirty (30) days' notice as set out in Article 5.2.1, herein, , the Applicant shall, at its own cost and expense remove the Texas Gate and restore the portion of the municipal road wherein the Texas Gate was located to the same condition as acceptable to the County.

6. Article 6 – Notice

- 6.1. Any notice or other communication or instrument permitted pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by prepaid registered mail addressed as follows:
- 6.1.1. In case of notice or communication to the County, to: County of Newell, Box 130 Brooks, AB T1R 1B2
- 6.2. Either Party may change its mailing or delivery address by giving to the other party written notice to that effect.



7. Article 7 – General Matters

- 7.1. Any condonement, excusing or overlooking by either party of any default, breach or non-observance by either party at any time or times in respect of any term, covenant or condition or any matter contained in the Agreement shall not operate as a waiver of any subsequent default, breach or non-observance. No term, covenant, or condition shall be deemed to have been waived unless such waiver be in writing and signed on behalf of the party so waiving the same.
- 7.2. Time shall be of the essence in this Agreement.
- 7.3. This Agreement contains the whole of the agreement between the County and the Applicant with respect to Texas Gates. There are no other warranties, representations, conditions, or collateral agreements except as set forth in this Agreement.
- 7.4. This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties effective the day and year above written notwithstanding the actual date or dates of execution

The above terms accepted by Applicant (please complete the following information):

Print Name:

Signature:

Date:

Approved by: County of Newell

Print Name:

Signature:

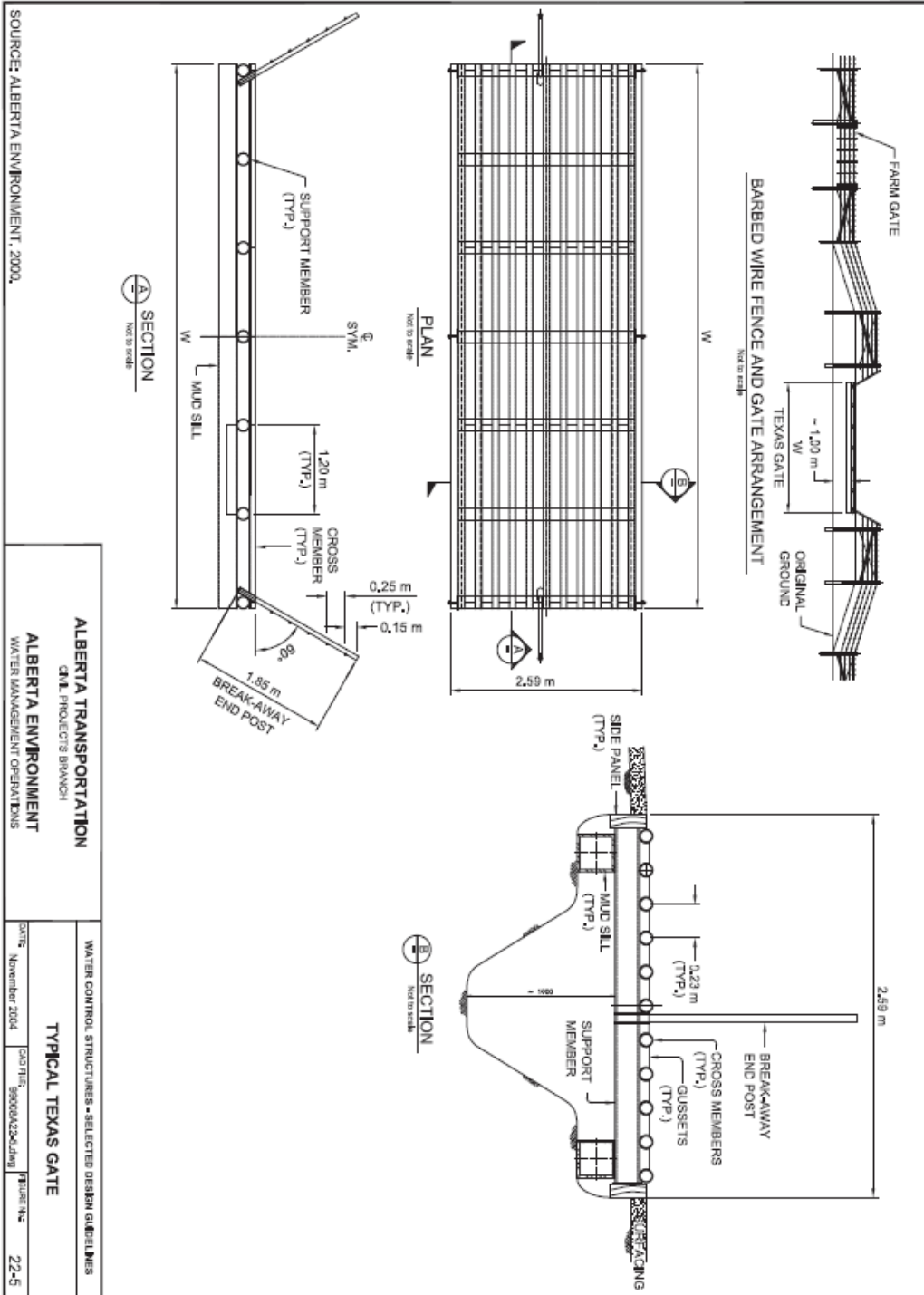
Date:





**COUNTY OF
NEWELL**

254 Jan 31 2004 - 1:10 PM Jesse M. B...



SOURCE: ALBERTA ENVIRONMENT, 2000.

ALBERTA TRANSPORTATION CIVIL PROJECTS BRANCH ALBERTA ENVIRONMENT WATER MANAGEMENT OPERATIONS	
WATER CONTROL STRUCTURES - SELECTED DESIGN GUIDELINES TYPICAL TEXAS GATE	
DATE:	November 2004
DRAWN BY:	9900042304.dmg
SCALE:	1:1
FIGURE NO.:	22-5

183037 RR145 (Box 130), Brooks, AB T1R 1B2
 Phone: 403-362-3266
 Fax: 888-361-7921
 Email: administration@newellmail.ca
 Web: www.countyofnewell.ab.ca

Check us out on social media



