

Schedule D2

Municipal District of Wainwright No. 61Approach Installation Agreement *

Location of the Approach: _____

I/We _____ agree to enter into this Approach Installation Agreement on the following conditions:

1. Pre-construction and post-construction inspections shall be carried out by the municipality's Director of Transportation or the Safety and Utilities Manager. The operator shall give the municipality at least 48 hours advanced notification of the start and completion of the project. The Director of Transportation or the Safety and Utilities Manager may require a site meeting with the owner/contractor –if required a mutual time shall be arranged for a joint inspection of the project.
2. All approaches are considered to be temporary.
3. All approach proposals are to have permission before construction.
4. The owner/developer shall clearly identify the proposed location of the new approach using stakes and survey/marker tape.
5. The approach shall have the best possible acceptable sight lines as determined by the Director of Transportation or the Safety and Utilities Manager.
6. On a developed road, an approach shall have a culvert with sloped ends, approach side slopes at 5:1 according to the M.D. of Wainwright No. 61 specifications.
7. If a culvert is required it will be supplied by the M.D and can be picked at the MD Public works shop.
8. The approach is to be well gravelled with crushed rock unless otherwise stated and constructed with a 12 meters (40 foot) top.
9. No materials for the approach shall be used from the ditch. Top soil shall be stripped before material is used for an approach.
10. No approach to be constructed within 300 metres of an existing approach on the same side of the roadway.
11. The approach owner or contractor shall comply with all Federal, Provincial and Municipal regulations and legislation.
12. Approval of this Approach Installation Agreement is conditional on the work being completed within a 12 month time period. If construction has not been carried out within this time frame, further approval will be required.
13. All heavy oil field construction equipment (pipeline, roadways and lease preparation and reclamation equipment) shall be steam cleaned by the owner/operator prior to entering our municipality in order

to assist in the control of the spread of noxious weeds, and pests as defined in the Agricultural Pests Act.

- 14. The land owner or contractor agrees to save harmless and indemnify the Municipal District of Wainwright No. 61, its Councillors, employees, and/or agents from and against all actions, suits, claims and demands arising from the operation and/or use of the said equipment on the said road allowance(s).
- 15. The land owner or contractor shall have comprehensive general liability limits of not less than \$5,000,000.00 per occurrence.
- 16. This Agreement shall ensure to the benefit of and be binding on the heirs, executors, assigns and successors of the Parties hereto, and it is the intention of the Parties that this agreement shall run with the land.

“This personal information is being collected under the authority of Section 33C of the Freedom of Information and Protection of Privacy Act, and will be used for administration purposes as per the Land Use Bylaw and/or assessment purposes. If you have any questions about the collection of this information; please contact the Municipal Administrator or Assistant Municipal Administrator at (780) 842-4454.”

Above conditions accepted this _____ day of _____, 20____.

Per: _____

Witness: _____

Pre-Construction Inspection

Post-Construction Inspection

Inspector-M.D. Wainwright Date

Inspector-M.D. Wainwright Date