

**TITLE: LICENSE OF OCCUPATION**

**Approved by Council**

**Date: April 28, 2009**

**Revised by Council**

**Date: October 13, 2015**

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Municipal road allowances, not presently required for road construction, may be leased under a “license of occupation” by the landowner or interested party *for agricultural use* (October 2015), provided that *where the road allowance borders two or more landowners* (October 2015), the applicant has approval of bordering landowner(s) prior to application.

Fees are established per half mile or portion thereof, as per Policy C-FIN-27 – Fees and Charges.

Appendix A

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
APPLICATION FOR LICENSE OF OCCUPATION

Date: \_\_\_\_\_

I/We \_\_\_\_\_ of \_\_\_\_\_  
Print Address

Hereby apply for a permit to occupy:

a) The following described road allowance  
\_\_\_\_\_ or

b) The property described as follows:  
\_\_\_\_\_

for \_\_\_\_\_ purposes.

I control the following lands:

*Portion Section Township Range Meridian*

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I/WE have reached an agreement with the occupants of lands adjoining said road allowance/property as to the erection and maintenance of line fences adjoining said road allowance. I/WE agree to be bound by the terms and conditions to the attached License of Occupation form. I/WE have included the prescribed fee of \$20 for this calendar year.

SIGNATURE OF APPLICANT: \_\_\_\_\_

CONSENT OF ADJOINING OWNER OR OCCUPANT

I/We \_\_\_\_\_ hereby consent to the granting of a  
permit to \_\_\_\_\_ to occupy the above described  
road allowance/property.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

This information is being collected under the authority of the Municipal Government Act, Part 3; Division 2; and the Freedom of Information and Protection of Privacy Act and will be used to issue a License of Occupation. If you have any questions about the collection of this information contact Wendy Kay at 403-627-3130.

Appendix B

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

LICENSE OF OCCUPATION

Date: \_\_\_\_\_

Between the Municipal District of Pincher Creek No. 9 (the Lessor) and

\_\_\_\_\_ (the Lessee).

In consideration of the receipt of a license fee as prescribed by the Schedule of Fees and Charges (\$20 per calendar year) and subject to the terms and conditions stated below, the Lessor hereby grants a license of occupation to the Lessee on the following described road allowance(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for agricultural purposes (e.g. livestock grazing or crop production) .

Terms and Conditions:

1. The Lessee hereby indemnifies and holds harmless the Lessor from any and all claims or causes of action, including personal injury, death, or property damage brought by the Lessee or his/her agent that may arise or result from or in connection with the Lessee's use of the leased land under this license. Without restricting the generality of the foregoing, the Lessee indemnifies and holds harmless the Lessor from any and all claims that may arise as a result of use of the leased land by the Lessee for grazing of livestock.
2. The Lessee shall obtain general public liability insurance of not less than two million (\$2,000,000) dollars for claims brought as a result of personal injury, death, or property damage, occasioned as a result of the use of the road allowance by third parties, provided that such use was authorized by the Lessee and occasioned by or in connection with actions or responsibilities, including the grazing of livestock, of the Lessee.
3. The Lessee shall be responsible for managing and control of noxious and other weeds on the leased lands caused by or in connection with the Lessee's use of the leased lands.

4. The Lessee shall be responsible for prevention and repair of any erosion to soil or waterways caused by or in connection with the Lessee's use of the leased lands.

5. The Lessee may erect and maintain fences or other structures reasonably required in connection with their use of the leased lands under this license, provided that such fences or structures shall not unreasonably impede or prevent legal access by the public and are approved in advance.

6. The Lessee shall not prohibit or unreasonably restrict public access and passage over the road allowance, but may from time to time impose conditions or restrictions on access and use where such conditions are temporary in nature and reasonably necessary or appropriate to the Lessee's operations and responsibilities under this agreement. The Lessee may install a sign to indicate to the public conditions of access.

7. This license shall continue in effect for a period of five years, provided that applicable fees are paid and the Lessee shall provide evidence of continuity of insurance each year by January 30th. Notwithstanding the above, either party may terminate the license upon six months' notice and provided that reasonable opportunity has first been afforded to the other party to discuss any issues or problems leading to the proposed termination.

8. This license may be revoked or terminated for cause by the Lessor upon three day's written notice to the Lessee, and the Lessee shall immediately cease using and remove any livestock from the road allowance, and this agreement shall be terminated. The Lessee shall have no claim in connection with rightful termination by the Lessor under this section.

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Lessee

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Lessee

Municipal District of Pincher Creek No. 9

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Shane Poulsen, Agricultural Fieldman