

ROADSIDE RIGHT-OF-WAY VEGETATION CONTROL AGREEMENT

BETWEEN: RED DEER COUNTY

-AND-

(LANDOWNER/TENANT)

(Mailing Address)

(City, Province, Postal Code)

RED DEER COUNTY RESPONSIBILITIES AND PROGRAM GUIDELINES

- To make available the option for landowners/tenants to avoid the use of herbicide weed and brush control on roadside right-of-ways (County Roadsides) immediately adjacent to property under the landowner's/tenant's control.
- To provide by way of this agreement a method of recording all County Roadsides where abstention from herbicide use is desired by landowners/tenants of immediately adjacent property.
- Requests by landowners/tenants to enter into an agreement will only be accepted until **May 1** to allow Red Deer County Spray Crews time to change the area's status in the spray program.
- Areas for which agreements are entered into will not be treated by Red Deer County spray crews prior to August 1. Red Deer County does not warrant or guarantee that spraying will not be performed in these designated areas by other persons or entities.
- All areas for which agreements are entered into will be inspected by Red Deer County to ensure that weed and brush control is satisfactory.
- If inadequate or ineffective control measures are used by the landowner/tenant, or the landowner/tenant is in default of the agreement, the landowner/tenant will be contacted by Red Deer County to determine and/or remedy the problem.
- If the landowner/tenant has not achieved adequate control of weeds and brush to the satisfaction of Red Deer County prior to August 1 of each year, Red Deer County reserves the right to effect weed and brush control by any measures deemed necessary or desirable by Red Deer County at that time, including chemical control using herbicides.
- This agreement shall remain in force for the period of time that the Landowner/Tenant retains ownership or control of the lands adjacent to the designated non-treatment area, unless earlier terminated by Red Deer County or the landowner/tenant.

Red Deer County retains the right to refuse to enter into a roadside right-of-way vegetation control agreement with any landowner/tenant.

LANDOWNER/TENANT RESPONSIBILITIES

The landowner/tenant hereby agrees:

- To control all brush, prohibited noxious weeds and noxious weeds in the locations where the Landowner/Tenant has requested the County not to use herbicides. Weed classifications shall be as designated in Provincial Regulations and Municipal Bylaws.
- To post and maintain proper signage obtained from Red Deer County, at the expense of the Landowner/Tenant, at the corners of the parcels which are adjacent to the designated

non-treatment areas of County Roadsides. The Landowner/Tenant shall pay to Red Deer County the deposit required for each sign obtained from the County. The Landowners/Tenants will ensure signage is visible from the road. Red Deer County spray crews will not take notice of homemade signage or signage other than that supplied by the County. Any signage other than signage supplied by Red Deer County will not signify nor make an area exempt from use of herbicide.

- That this agreement does not allow the Landowners/Tenants to include any part of a County Road Allowance as part of the buffer zone to meet requirements of Organic Certification.
- To provide evidence of general liability insurance coverage of not less than \$2 million per incident for the Landowner's/Tenant's actions within the County Road Allowance.

The Landowner/Tenant hereby:

1. (a) waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the County or its councillors, officers, employees and agents; and
2. (b) forever releases the County or its councillors, officers, employees and agents from any and all liability;

related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the Landowner/tenant or, to the extent legally possible, its employees, agents, next of kin or legal representatives, resulting directly or indirectly from, or in any way attributable to anything done or omitted to be done pursuant to this agreement.

3. The Landowner/tenant shall be liable for, and does indemnify and save harmless the County, its councillors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the County on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the County, its councillors, officers, servants, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the work done by the Landowner/Tenant or any other person, whether or not the Landowner/Tenant has permitted the person to perform the work pursuant to this Agreement or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Landowner/Tenant or any of its directors, officers, servants, agents, contractors, or employees.

NOW THEREFORE in consideration of the aforementioned conditions and the environmental benefits perceived by me, by the non-application of herbicides to County road right-of-ways, the undersigned hereby agrees to abide by all aforementioned conditions in this agreement. I agree that I will control all vegetation in the ditches of the County Roadsides listed below and will keep all right of ways listed in this agreement maintained such that vegetation does not interfere with good visibility at any time throughout the growing season. I further agree that if I am unable to or do not meet these requirements, Red Deer County may immediately terminate this agreement, may effect vegetation control by any measures deemed necessary or desirable by Red Deer County at that time, including chemical control using herbicides, without hindrance or interference by me, or by my agent(s), or both. I further understand that if Red Deer County terminates this agreement, Red Deer County may refuse to enter into this type of agreement with me in the future.

Weeds and brush will be considered controlled if:

- prohibited noxious weeds are completely destroyed,
- noxious weeds are controlled, and
- brush has been removed to maintain or increase visibility and safety for users of the road surface and allow proper road maintenance.

This Roadside Right-Of-Way Vegetation Control Agreement is in effect:

- until the Landowner/Tenant request termination of this Agreement,
- until Red Deer County terminates this agreement if it deems the control of undesirable vegetation inadequate and further control is necessary; or
- The Landowner/Tenant no longer has ownership or control of the parcels of land adjacent to the designated non-treatment areas.

Red Deer County reserves the right to control at any time vegetation along County Roadsides in a manner that Red Deer County determines will address public safety and protect agricultural lands notwithstanding the provisions of this agreement.

Designated Non-Treatment Areas:

Number of Signs required: _____ x \$30/sign = \$ _____ deposit* required

WITNESS

LANDOWNER/TENANT

WITNESS

LANDOWNER/TENANT

DATE

RED DEER COUNTY REPRESENTATIVE

*Deposit will be refunded if and only if signs are returned

Request Termination of Vegetation Control Agreement

Amount of Deposit Required: \$ _____.

WITNESS

LANDOWNER/TENANT

DATE

RED DEER COUNTY REPRESENTATIVE

Sign Requirement and Placement:

