



NO SPRAY AGREEMENT

THIS AGREEMENT IS SIGNED AND DATED _____, 20 ____.

BETWEEN: **Yellowhead County**
2716-1st Avenue
Edson, Alberta
T7E 1N9
(hereinafter referred to as "County")

AND:

Name: _____

Mailing Address: _____

Phone Number: _____
(hereinafter referred to as the "Landowner/Occupant")

Yellowhead County is the occupant of all County road right-of-ways under the Municipal Government Act and is responsible for all weed control under the Weed Control Act of Alberta, S.A 2008.

Yellowhead County uses various herbicides as weed and brush control measures on County road right-of ways.

The parties to the Agreement, in consideration of the mutual promises, terms, covenants, and conditions contained in this Agreement, agree as follows:

1. In consideration of the Landowner/Occupant providing vegetation management on the portion of the County road allowance where the County has been requested not to use herbicides, Yellowhead County grants permission to the Landowner/Occupants to carry out vegetation management on the County road right-of-way identified in paragraph 2.

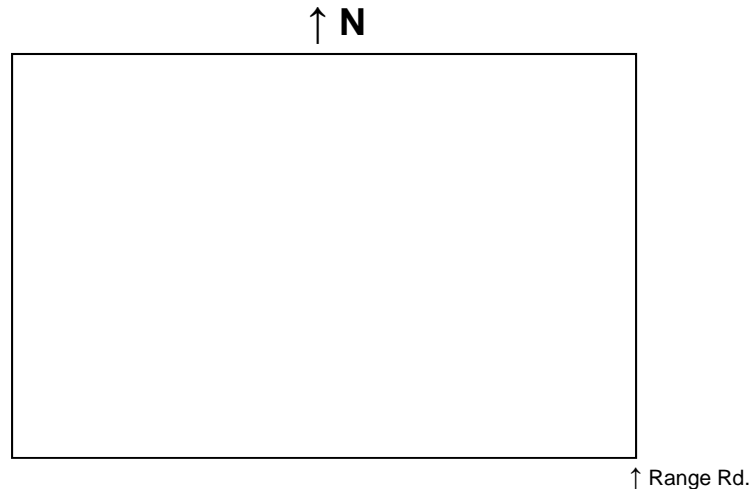
2. The Landowner/Occupant agrees to undertake and be responsible for vegetation control on that portion of the County road right-of-way between the centre line of the roadway and the boundary line of the property, legally and graphically described as:

Legal Land Description for “No Spray” area being requested:

(Hereinafter the Control Area)

Note: the diagram below must stipulate whether the NO SPRAY agreement is for the entire property or just at a specific location (i.e. garden area). Indicate your house or significant landmark so that Agricultural Services staff can ensure there are no misapplications.

NO SPRAY AREA

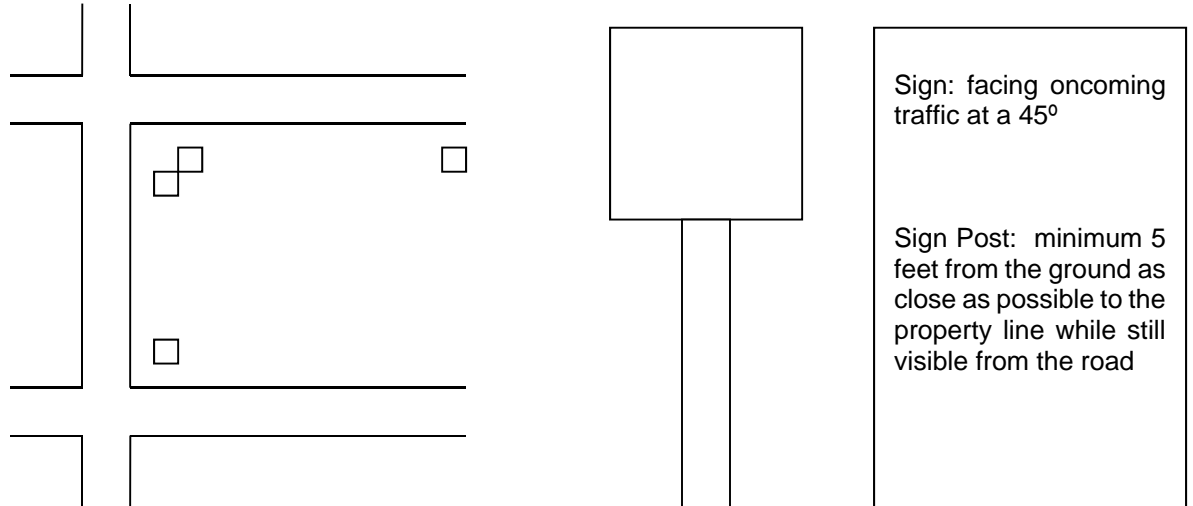


3. The Landowner/Occupant has stated the reason/s for the No Spray Agreement as being _____ (eg. medical sensitivity, sensitive vegetation, exposed groundwater).
4. The Landowner/Occupant agrees to undertake vegetation control measures in the Control Area according to the following standards:
- (a) Brush re-growth will not exceed two feet in height.
 - (b) All Prohibited Noxious Weeds completely destroyed (all parts of the plant) as per the definition of a “Prohibited Noxious Weed” in the regulations of the Weed Control Act of Alberta, S.A 2008.
 - (c) Control the spread of all Noxious Weeds for the full season as per the definition of a “Noxious Weed” in the regulations of the Weed Control Act of Alberta, S.A 2008.
5. If the Landowner/Occupant has not achieved adequate control of weeds and brush prior to **July 1st** of each year, the County reserves the right to effect weed and brush control by any measures deemed necessary or desirable, including use of herbicides to carry out their responsibilities. If the County determines that the Landowner/Occupant has not undertaken adequate vegetation control measures, the County shall notify the

Landowner/Occupant, and this agreement shall terminate and the Control Area will be returned to Yellowhead County's regular Roadside Vegetation Management Program.

6. The Landowner/Occupant agrees that Yellowhead County right-of-ways shall not be used as buffer zones for sensitive area(s) or vegetation including; shelterbelts, gardens, flowerbeds, and organic farming practices.
7. The Landowner/Occupant agrees that they will not rely on or use the Yellowhead County Road Side Mowing Program as a method of vegetation control.
8. Yellowhead County shall supply the Landowner/Occupant with signage marked "No Spray Area" for use by the Landowner/Occupant to identify the Control Area. The cost of the signs shall be \$5.00 plus G.S.T. for two (2) signs. Hand-made signage will not be accepted.
9. The Landowner/Occupant is responsible to install the signage in the location prescribed by Yellowhead County so as to be readily visible from the traveled portion of the roadway.

See below diagram for proper installation.



10. The Landowner/Occupant agrees to indemnify and keep indemnified Yellowhead County from any and all liability, claims, damages and actions whatsoever arising out of any breach of any representation, warranty, undertaking or obligation on the part of the Landowner/Occupant contained in this Agreement.
11. This Agreement constitutes the entire agreement between the parties and no other warranties are given or implied.

12. The term of this agreement will be from April 1, 2019 to April 1, 2020, unless earlier terminated by the County as provided for in paragraph 5, or by written request of the Landowner/Occupant. The agreement can be delivered in person, by fax or mail. Only those agreements that are signed and dated will be accepted.
13. Yellowhead County reserves the right to control at any time, vegetation in municipal road rights-of-way and in a manner that protects public safety and agricultural lands, notwithstanding the provisions of this Agreement. This includes non-selective vegetation control as part of the Shoulder Pull Program.

YELLOWHEAD COUNTY:

LANDOWNER/OCCUPANT:

Signature of Authorized Representative

Signature of Landowner/Occupant

Title of Person

Witness to Landowner/Occupant Signature

Date

Date

1361724;January 25, 2019