

COUNTY OF FORTY MILE NO. 8
FOREMOST, ALBERTA

HAY CROP AGREEMENT
ROAD ALLOWANCES

The County of Forty Mile No. 8 have passed a policy that permission to cut hay along road allowances or in road ditches be granted under the following conditions:

1. Requests are received at the County Office by April 30th in each year.
2. That the party seeking to cut hay is the adjacent landowner or has received permission of the adjacent landowner or the adjacent landowner has no interest in the hay.
3. That the person has entered into a Save Harmless Agreement with the County of Forty Mile No. 8 with respect to chemical residue.
4. That the bales where baling takes place are to be removed from the road allowance within two (2) weeks of baling.
5. That the County reserves the right to chemically treat weed patches on the road allowance by either spraying or any other recognized practice.
6. Applicant is responsible to post the areas that are to be mowed ("**Do Not Mow**" signs supplied by the County).
7. All cuttings must be completed by July 15 of each year.

THIS AGREEMENT MADE EFFECTIVE THIS _____ DAY OF _____ 20____
_A. D.

BETWEEN:

GRANTOR:

**THE COUNTY OF FORTY MILE NO. 8, A Municipal
Corporation in the Province of Alberta
(Hereinafter called "the County")**

OF THE FIRST PART

AND

PERMITTEE:

OF THE SECOND PART

AND

Acknowledged By:

ADJACENT LANDOWNER:

WHEREAS: the County has, pursuant to Section 18 of the Municipal Government Act, R. S. A. 2000 Chapter M-26, control and management of inter alia, the public highways, roads, streets, lanes, alleys and bridges within the municipality, including air space above and the ground below:

AND WHEREAS the Permittee desires to cut and remove hay along the public road allowance at the following locations:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the County hereby grants permission for the Permittee () to cut and remove hay from the following locations subject to such conditions as herein acknowledged:

The Permittee acknowledges and agrees:

1. **USE BY PERMITTEE**

That the haying operation shall be done without restricting the lawful use and enjoyment of the public roadway by the travelling public or anyone having a right to use the roadway.

2. **BALING**

That where baling of hay takes place that the bales will not be so placed as to restrict the lawful use of the roadway and shall remove the said bales from the road allowance within two weeks of being baled.

3. **WEEDS**

The Permittee hereby acknowledges that the County has reserved the right to spray or by any other recognized method treat any weed patches that the County, its servants, agents, employees, or contractors deem that it is necessary to be treated.

4. **INDEMNITY**

Notwithstanding anything herein elsewhere contained or implied to the contrary, it is mutually agreed and understood that the Permittee shall and will at all times indemnify and save harmless the County of, from and against all loss, cost, charges, liabilities, damages and expenses, including legal costs of the County on a solicitor and client basis including without limitation to third parties, whether in contract, tort or otherwise howsoever, which the County at any time or times hereafter shall or may bear, suffer, sustain or incur by reason of the Permittee, its servants, agents, employees, or contractors in or any way related to the haying on the said roadway or as a result of the use of the said hay by the Permittee or anyone else using the hay and including any such claims resulting from chemical uses on the roadway.

5. **ADJACENT LANDOWNER**

The Permittee hereby acknowledges that he is the adjacent landowner or has contacted the adjacent landowner for his acknowledgment as hereinafter has been acknowledged.

6. **DEFAULT**

Except as otherwise provided herein, in the case of default by the Permittee in carrying out any of the provisions of this Agreement, the County may give five (5) days notice thereof to the Permittee to rectify the same, and the Permittee covenants and agrees to proceed with due diligence to carry out the same. If the Permittee fails to proceed to remedy such default within the said five (5) day period, the County may take the necessary steps to remedy such default and the Permittee shall be liable for and pay all costs and expenses incurred by the County in so doing.

7. **NOTICE**

All notices to be given hereunder shall be sufficiently given if delivered or mailed, registered and postage prepaid, addressed to the County at Box 160, Foremost, Alberta TOK OXO, Attention: County Administrator, and to the Permittee, _____ . Any delivered notice shall be conclusively deemed to have been given on the day on which such notice was delivered, or if mailed, on the third (3rd) day after which it is mailed: provided, however, that in the event of any interruption of normal mail service, all notices must be delivered to the other party. Either party at any time may give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

8. **CONFORMANCE OF REGULATIONS AND CONDITIONS**

Each of the parties in performing any work in, over or under the Crossing Area shall and will at all times comply fully with all laws, regulations, rules, orders, plans and specifications of the competent governmental authority from time to time and for the time being in force and effect in respect thereof or relevant thereto.

9. **COMPLETE AGREEMENT**

This Agreement sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements or understanding whether written or oral between the parties.

10. **ASSIGNMENT**

- a) The Permittee shall not assign or transfer this Agreement or its rights and privileges hereby granted without the written consent of the County first had and obtained.
- b) Subject to the terms hereof this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the County and the Permittee have executed this Agreement by affixing their corporate seal as attested by their duly authorized officers in that behalf as of the day and year first above written.

COUNTY OF FORTY MILE NO. 8

PER: _____

PERMITTEE:

PER: _____

PER: _____

WITNESS:

I, _____ being the adjacent landowner hereby acknowledge that I have granted permission for the Permittee to cut hay on the road adjacent to the above noted property or acknowledge that I have no interest in cutting the hay myself.

Adjacent Landowner