



## VEGETATION CONTROL AGREEMENT BY OWNER

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ this year 20\_\_.

**Between:**

Athabasca County  
In the Province of Alberta  
(Hereinafter called "the Municipality")  
And

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(Hereinafter called the "Owner")

**WHEREAS the Owner** has requested the Municipality not to spray herbicides for the purpose of vegetation control on a portion of the municipal road allowance adjacent to the Owner's property. The owner agrees to pay a **one-time application fee of one hundred dollars** for each Vegetation Control Agreement requested.

**AND WHEREAS the Owner** has agreed he will maintain that portion of the municipal roadway that lies between the boundary of his/her property and the centerline of the roadway, ensuring it remains free from all Noxious or Prohibited Noxious weeds, and brush and/or tall vegetation (e.g. Sweet Clover), which may interfere with motorist sightlines. The owner acknowledges his/her duty to ensure that, at all times:

- a. Prohibited Noxious weeds are completely destroyed (all parts of the plant).
- b. Noxious weeds are prevented from flowering.
- c. Brush and tall vegetation shall be controlled.

The Owner understands and agrees that if, at any time, Noxious or Prohibited Noxious weeds or brush/tall vegetation persist within the Municipality right-of-way and are determined by the Agricultural Fieldman or his/her designate to be unacceptable, the Municipality may immediately take whatever steps deemed appropriate to control these weeds, which may include herbicide application.

The Owner understands and agrees that municipality right-of-ways shall in no way substitute for buffer zones for sensitive area(s) or vegetation designated for Organic production.

The Owner understands the period of the signed agreement will be for a period of ONE YEAR. I understand that all registrants must renew Vegetation Control Area Agreements annually, prior to June 1<sup>st</sup> for verification of registrant's intent to continue participation in the agreement. The owner understands and agrees that failure to renew the Vegetation Control Area Agreement and declare intent to continue participation in the agreement prior to the annual deadline may result in the nullification of the agreement.

The Owner understands and agrees that only the registered landowner may apply for a "Vegetation Control Agreement" on their property.

The Owner agrees to indemnify and keep indemnified the Municipality 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 Municipality contained in this Agreement. This Agreement constitutes the entire agreement between the parties, and no other warranties are given or implied.

The Owner agrees that the Municipality will not be held responsible for other vegetative control companies hired by other sources to control vegetation in the described "Vegetation Control Area". It is the responsibility of the landowner to notify such companies.

**The Owner agrees to the following guidelines for signage for the requested “Vegetation Control Area”:**

The Municipality will supply “Vegetation Control Area” signs to the landowner at a cost of \$20.00/pair and it shall be the landowner’s responsibility to cover the cost of repair/replacement of damaged or lost signs. It is the landowner responsibility to ensure signs are in place and clearly visible from the road.

“Vegetation Control Area” signs must be displayed adjacent to the requested “Vegetation Control Area” only. If the intent is avoidance of a specific area such as a garden, yard site, or shelterbelt, the “Vegetation Control Area” signs should be posted in front of the sensitive area – not the entire quarter section.

“Vegetation Control Area” signs must be displayed at the property line adjacent to the County roadway. If located at the corners of the property, signs must be placed approximately 20’ inward from neighbouring properties. “Vegetation Control Area” signs must be fixed at a height of no less than 3’ and no more than 6’ above ground level, facing oncoming road traffic. Athabasca County may perform the initial installation of signs.

**I hereby agree to these terms, conditions, and guidelines as specified in the Vegetation Control Agreement:**

\_\_\_\_\_  
**Print Landowner Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Cell Number**

\_\_\_\_\_  
**E-Mail**

**Individual parcel(s) to be registered under the No Spray Agreement:**

Land Location(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If the property is rented, Name of Renter:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Property Owner**

\_\_\_\_\_  
**Date of Agreement**