

Title: Haying in Road Rights-of-Way

Policy No: 6312

Approval: County Council
Effective Date: August 6, 2002



Supersedes Policy No: none

Policy Statement: Woodlands County will issue a permit to individual who wish to cut grass for feed in County road rights-of-way.

Purpose: To provide individuals the opportunity to cut rights-of-way grass for hay.

Principles:

1. Where a landowner requests a permit to hay rights-of-way it shall be in the form attached as Schedule "A" and Schedule "B".
2. The permit applies to the landowners' adjacent land only.
3. The issuance of permits is upon approval of the Director of Agriculture Services and/or her designate.

1. Definitions

- 1.1. Landowner's adjacent land means the individual's land owned or leased from the crown.

SCHEDULE "A"

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2002.

BETWEEN:

WOODLANDS COUNTY
a municipal corporation pursuant to
the laws of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

- and -

of _____
in the Province of Alberta
(hereinafter referred to as "the Baler")

OF THE SECOND PART

HAYING AGREEMENT

WHEREAS:

- A. The County has control and management of the open road allowance,
- 1) which road allowance is registered in the Land Titles Office for the North Alberta Land Registration District and Road Plan _____ (hereinafter referred to as the "Road Allowance");
and
 - 2) which road allowance is the original road allowance as described in B) below (hereinafter referred to as the "Road Allowance")
- B. The Baler is the registered owner of a certain lands and premises which abut the Road Allowance described as:

EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter referred to as "the Baler's Land")

C. The Baler desires to cut and bale hay on a portion of the Road Allowance from the County under the terms and conditions contained herein; and

D. County is prepared to grant the Baler the temporary right to use that portion of the Road Allowance for the purposes of cutting and baling hay, subject to the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants, conditions and terms contained herein, the parties hereto agree as follows:

1. The County does hereby, in consideration of the sum of One (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant permission to the Baler to use, for the purposes herein specified, that portion of the Road Allowance, more particularly described as:

THAT PORTION OF THE ROAD ALLOWANCE AS SHOWN OUTLINED IN RED ON SCHEDULE "A"

(hereinafter referred to as "the Haying Area")

2. The term of the rights and obligations herein granted shall commence upon execution of this Haying Agreement and shall end on October 31, 2002, unless terminated earlier as provided for herein.
3. The rights and obligations herein granted shall be limited solely for the purpose and uses specified in Schedule "B" attached hereto and the Baler shall not cause or permit any other activity whatsoever within the Haying Area.
4. The Baler acknowledges and agrees that its rights to enter upon and use the Haying Area shall not confer upon the Baler any exclusive right whatsoever in respect to the use or occupation of the Haying Area, and that the Baler shall have no claim to the Haying Area other than as herein provided.
5. The Baler shall not, assign either in whole or in part any of the rights herein conferred upon the Baler.

6. The Baler acknowledges that the County may deem it necessary or appropriate, from time to time, to cause or allow third parties to construct or install permanent underground or above ground utility lines, pipeline facilities and transmission lines which will cross the Haying Area, or to perform such other work upon the Haying Area as may be deemed necessary in the sole discretion of the County including but not limited to performing weed control, brush control and grass cutting, and the Baler acknowledges and agrees that the Baler shall in no way interfere or hinder the construction, installation, repair, maintenance or work undertaken by the County or any person to whom the County has granted such permission.
7. The Baler shall indemnify and hold harmless the County, its employees and agents from and against any and all claims, damages, costs (including without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of the existence of this Haying Agreement, the exercise or purported exercise of any of the rights granted within this Agreement or by reason of any matter or anything done, permitted or omitted to be done by the Baler or their heirs, executors, administrators, and assigns whether occasioned by negligence or not.
8. The Baler shall compensate the County for all damage to property of the County arising out of the activities of the Baler on or adjacent to the Haying Area, whether or not such activities are in pursuance or purported pursuance of the rights herein granted to the Baler.
9. The Baler acknowledges and agrees that all property of the Baler which may hereafter be located on, under, or over or adjacent to the Haying Area shall be at the sole risk of the Baler and the County shall not be liable for any loss or damage thereto howsoever occurring and the Baler hereby releases the County from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage, except and to the extent of which such loss or damage is caused by the negligence of the County or its servants or agents.
10. If in the opinion of the County the Baler undertakes or permits any activity whatsoever within the Haying Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Baler has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may give the Baler notice of immediate termination of the Haying Agreement and the rights herein conferred upon the Baler and the Baler shall forthwith vacate the Haying Area.
11. Notwithstanding anything to the contrary contained herein, it is understood between the County and the Baler that the County shall have the absolute right

and privilege to terminate this Haying Agreement herein granted (together with all rights contained herein or ancillary thereto) upon the County providing to the Baler Thirty (30) days written notice of such termination.

12. The Baler acknowledges and agrees that the total rights secured by the Baler are only such rights as are specified herein and that the County has made no representations, warranties, promises or agreements, either expressed or implied, beyond those contained herein.
13. The rights herein conferred upon the Baler are not, and shall not be construed as, covenants running with the land and the Baler shall not register at the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the Haying Area.
14. The Baler agrees to give the County prompt written notice of any accident or any damage or injury occurring on the Haying Area howsoever caused.
15. Any notice to be given by one party hereto the other shall be in writing and shall either be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the Seventh (7th) day after the day of mailing, provided that normal postal services is in existence at the time of mailing and for Seven (7) days thereafter.
16. Notice shall be given:

To the County at:

WOODLANDS COUNTY
Box 60, #1 Woodlands Lane
Whitecourt, Alberta
T7S 1N3

To the Baler at:

17. This License shall be binding upon the parties hereto, their executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

WOODLANDS COUNTY

Per: _____ c/s

Per: _____ c/s

BALER

SIGNED, SEALED AND DELIVERED)
in the presence of:)

) _____
) _____
) _____

Witness

SCHEDULE "B"USES PERMITTED

The Baler shall:

- (a) cut hay within and upon the Haying Area from the shoulder of the Road Allowance to the fence line on the Haying Area unless it is not reasonably possible to do so due to the existence of brush in the Haying Area or wet and soft ground;
- (b) have the right to rake and bale grass that has been moved by County contractors;
- (c) place all bales of hay _____ metres from the travelled portion of the Road Allowance;
- (d) shall remove all bales of hay from the Haying Area as soon as possible after baling but no longer than two (2) weeks after baling; and
- (e) contact the necessary authorities and adjoining farmers to determine if the Haying Area or adjacent lands have been treated with grasshopper control and weed control chemicals.

AFFIDAVIT OF EXECUTION

CANADA) I, _____
)
 PROVINCE OF ALBERTA) of _____
)
 TO WIT:) in the Province of Alberta

MAKE OATH AND SAY:

1. THAT I was personally present and did see «**BALER**» named in the within (or annexed) Instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at _____, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said, «**BALER**» and each is, in my belief, of the full age of eighteen years.

SWORN before me at _____)
 in the Province of Alberta this _____)
 day of _____,2002.) _____
)
)
)

A COMMISSIONER FOR OATHS IN AND FOR
THE PROVINCE OF ALBERTA

LAND TITLES ACT
(Section 152.3)

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, _____ of _____, in the Province of Alberta, make oath and say:

1. THAT I am the delegated Signing Officer of WOODLANDS COUNTY named in the within or annexed instrument (or Caveat).

2. THAT I am authorized by Woodlands County to execute the instrument (or Caveat) without affixing a corporate seal.

SWORN before me at)
in the Province of Alberta this _____)
day of _____, 2002.)
)
)
)
)

A Commissioner for Oaths in and for the
Province of Alberta

DATED: _____ 2002

BETWEEN:

WOODLANDS COUNTY

a municipal corporation pursuant to
the laws of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

- AND -

of _____
in the Province of Alberta
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