



*Agreement For Use
In Connection With Fence Line Brushing
At The Request Of The Grantor*

#1 Crowfoot Crossing · Box 509 Castor AB T0C 0X0 · P 403.882.3211 F 403.882.3560

AN AGREEMENT made in duplicate this _____ day of _____, 20_____.

BETWEEN: **COUNTY OF PAINTEARTH NO. 18**
(hereinafter named the County)

- AND -

(hereinafter named the Grantor)

of _____ (address), and

_____ - _____ - _____ (phone)

KNOW ALL MEN by these present, that the Grantor, as indicated by his/her signature(s) below, does hereby grant and assign onto the County the right to enter by its engineers, surveyors, workman or agents upon the following described lands:

In order to perform works involving fence line brushing.

THE GRANTOR covenants and agrees that he shall ensure that any fence lines, as located along the road allowance requested for brushing, are disassembled and removed entirely from the area. Once the brushing is affected, the Grantor retains the option of restoring the fence line at his/her own cost.

THE COUNTY does not admit, nor shall it assume, any responsibility for the disassembly or reconstruction of fence lines when brushing is requested by the Grantor.

THE GRANTOR recognizes that the works to be preformed by the County will be scheduled at the convenience of the County when appropriate equipment becomes available.

THE GRANTOR covenants and agrees that all brush piles, rocks or any debris left from the brushing operation will be cleaned up entirely by the land owner.

The GRANTOR by signing this agreement agrees to grant the County of Paintearth's personnel and equipment the right to enter said lands to control any new growth in the future. The County of Paintearth will use a recommended herbicide on a spot-spraying basis only.

THE GRANTOR further covenants and agrees with the County, on behalf of his/her their heirs, executors, administrators and successors, that he shall not have any claim for loss of damage caused to his/her/their property by reason of performance if said work, whether such loss or damage is the result of negligence of any servant, agent or employee of the County or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20_____.

Grantor

Chief Administrative Officer
County of Paintearth No. 18

Witness

The personal information on this form is collected under the authority of Section 33 © of the Alberta Freedom of Information and Protection of Privacy Act, Section 642 of the Municipal Government Act. The information will be used to process your application (s) and your name and address of where the development/use is being proposed may be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact County of Paintearth No. 18 FOIP Coordinator. (403) 882.3211