

P O L I C Y



Department Agriculture Services	Policy No. AG(15)	Page 1 of 7
Policy Title Temporary Grazing of Livestock Along Roadsides	Date: February 25, 2021	Resolution No. C/76/21

Policy Statement:

Lacombe County understands that climatic conditions play a major factor in agriculture operations. Western Canada has historically experienced growing seasons of extreme drought conditions.

Lacombe County wishes to assist livestock owners in years where periods of drought may cause livestock feed shortages by permitting their livestock to graze County road ditches.

Guidelines/Procedures:

1. Livestock owners may fence roadsides adjacent to their own property.
2. Livestock species includes and is limited to cattle, goats, horses and sheep.
3. Livestock may graze roadsides adjacent to gravel roads, machinery roads and undeveloped road allowances. Grazing roadsides adjacent to paved surfaces is prohibited.
4. Roadsides shall be fenced with a portable electric fence and energized while livestock are present. Fencing must meet generally accepted practices of animal husbandry to contain grazing livestock.
5. Fences shall be erected a minimum of 24 inches from the road surface.
6. Fences must be removed from roadsides by October 1.
7. Should the livestock owner not remove the fencing by October 1 the County shall deem fencing to be abandoned and will remove and dispose of fence at livestock owner's expense.
8. Livestock owners shall monitor on a daily basis to ensure:
 - a. livestock are secured inside fenced area;
 - b. fence is energized; and
 - c. animal husbandry is being met
9. Livestock must be removed from roadsides each night (prior to sunset) for safety of livestock and road users.
10. Livestock owners interested in temporarily grazing County roadsides must enter into a signed agreement as attached in Schedule A.

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Schedule "A"
Temporary Grazing Agreement

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20__.

BETWEEN:

LACOMBE COUNTY

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

-and-

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

WHEREAS:

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

____ Quarter ____ Section ____ Township ____ Range West of the ____ Meridian (hereinafter referred to as the "Grazer's Land")
3. The Grazer desires to graze livestock on a temporary basis on a portion of the Road Allowance from the County under the terms and conditions contained herein; and
4. The County is prepared to grant the Grazer the temporary right to use that portion of the Road Allowance for the purpose of grazing livestock, subject to the terms and conditions contained herein.

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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 Grazer to use, for the purposes herein specified, that portion of the Road Allowance which abuts the Grazer's Land (hereinafter referred to as the "Grazing Area").
2. The Grazer's use of the Grazing Area shall at all times comply with the requirements of County Policy AG(15), Temporary Grazing of Livestock Along Roadsides, as amended or replaced from time to time, and this Temporary Grazing Agreement.
3. The terms of the rights and obligations herein granted shall commence upon execution of the Temporary Grazing Agreement and shall end on October 1, 20____.
4. The term of the rights and obligations herein granted shall be limited solely for the purpose and uses specified in Schedule B attached hereto and the Grazer shall not cause or permit any other activity whatsoever within the Grazing Area.
5. The Grazer agrees that all fencing shall be removed from roadside by the date of expiration or termination of this Temporary Grazing Agreement, howsoever it occurs.
6. The Grazer acknowledges that should he/she fail to remove the fencing by the date of expiration or termination of the Temporary Grazing Agreement, howsoever it occurs, the County shall deem the fence abandoned and remove and dispose of the fence materials at the Grazer's expense.
7. The Grazer acknowledges and agrees that its rights to enter upon and use the Grazing Area shall not confer upon the Grazer any exclusive right whatsoever in respect to use or occupation of the Grazing Area, and that the Grazer shall have no claim to the Grazing Area other than as herein provided.
8. The Grazer shall not assign either in whole or in part any of the rights herein conferred upon the Grazer.
9. The Grazer 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 Grazing Area, or to perform such other work upon the Grazing 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 Grazer acknowledges and agrees that the Grazer 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.

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10. The Grazer 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 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 Grazing 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 Grazer or their heirs, executors, administrators, and assigns whether occasioned by negligence or not.
11. The Grazer shall compensate the County for all damage to property of the County arising out of the activities of the Grazer on or adjacent to the Grazing Area, whether or not such activities are in pursuance or purported pursuance of the rights herein granted to the Grazer.
12. The Grazer acknowledges and agrees that all property of the Grazer which may hereafter be located on, under, over, or adjacent to the Grazing Area shall be at the sole risk of the Grazer and the County shall not be liable for any loss or damage thereto howsoever occurring and the Grazer hereby releases and indemnifies the County from and against 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.
13. If in the opinion of the County the Grazer undertakes or permits any activity whatsoever within the Grazing Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Grazer has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may give the Grazer notice of immediate termination of the Grazing Agreement and the rights herein conferred upon the Grazer and the Grazer shall forthwith vacate the Grazing Area.
14. Notwithstanding anything to the contrary herein, it is understood between the County and the Grazer that the County shall have the absolute right and privilege to terminate this Grazing Agreement herein granted (together with all rights contained herein or ancillary thereto) without cause and without penalty upon the County providing to the Grazer seven days' written notice of such termination.
15. The Grazer acknowledges and agrees that the total rights secured by the Grazer are only such rights as are specific herein and that the County has made no representations, warranties, promises, or agreements, either expressed or implied, beyond those contained herein.
16. The rights herein conferred upon the Grazer are not, and shall not be construed as, covenants running with the land and the Grazer shall not register at the Land Titles Office any instrument whatsoever which claims any interest, legal, or equitable, in the lands within the Grazing Area.

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17. The Grazer agrees to give the County prompt written notice of any accident or any damage or injury occurring on the Grazing Area howsoever caused.

18. 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 seven days thereafter.

19. Notice shall be given:

The County: Lacombe County
RR 3
Lacombe AB T4L 2N3

The Grazer: Name: _____
Address: _____
Address: _____
Postal Code: _____

20. The Temporary Grazing Agreement shall be binding upon the parties hereto, their executors, administrators and assigns.

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

Lacombe County

Name: _____

Per: _____

The Grazer

Name: _____

Per: _____

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Schedule "B"
Uses Permitted

The Grazer shall:

1. Fence roadsides adjacent to their own property.
2. Graze roadsides adjacent to gravel roads, machinery roads, and undeveloped road allowances. Grazing roadsides adjacent to paved surfaces is prohibited.
3. Graze livestock species, which includes and is limited to cattle, goats, horses and sheep.
4. Fence roadside with a portable electric fence. Fence must meet generally accepted practices of animal husbandry to contain grazing livestock.
5. Ensure fence is erected a minimum of 24 inches from road surface.
6. Monitor grazing area on a daily basis to ensure:
 - a. Livestock are secured inside fenced area
 - b. Fence is energized
 - c. Animal husbandry is being met
7. Remove livestock from roadsides each night (prior to sunset) for safety of livestock and road users.

Approved: May 23, 2019

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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 <<Grazer>> 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 said <<Grazer>> and is, in my belief, of the full age of eighteen years.

Sworn before me at _____)
in the Province of Alberta this _____)
day of _____, 20____) _____

_____)
A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA