

THIS AGREEMENT MADE THIS _____ DAY OF _____ 200_____

BETWEEN: COUNTY OF VERMILION RIVER
a municipal corporation in the Province of Alberta
(hereinafter referred to as "the County")

AND: _____
in the Province of Alberta
(hereinafter referred to as "the Ratepayers")

WHEREAS the Ratepayers wish to have the County apply Dust Control Material to
those portions of roadway located _____.

AND WHEREAS
the County has agreed, upon request and subject to certain terms and conditions, to apply
Dust Control Material.

NOW THEREFORE this Agreement witnesseth that in consideration of the covenants and
agreements hereinafter set forth, the Parties hereto covenant and agree to as follows:

1. Immediately upon entering into this agreement, the Ratepayers agree to pay to the County the cost of applying the Dust Control Material to the aforesaid portions of roadway as determined in accordance with the County's Dust Control Program.
2. The date for application of the material to the aforesaid portions of roadway will be determined at the sole discretion of the County, and will be at such time as material is available and can be applied.
3. The Ratepayers acknowledge and agree that the County makes no guarantee as to the life expectancy of the material process.
4. The Ratepayers agree that the County shall be permitted to scarify, grade, and return the said portions of roadway back to normal gravel and dirt surface when it is deemed necessary by the County to eliminate potholes and maintain a reasonably smooth surface to the said portions of roadway.
5. The County shall not be required to re-apply Dust Control Material after returning the roadway back to a normal gravel and dust surface and any subsequent application of Dust Control Material to the said roadway shall be subject to re-application by the Ratepayers, approval by the County, and entering into a new Dust Control application agreement.
6. The County shall apply the Dust Control Material on the said portions of roadway to a width of Twenty Four (24) Feet or to such additional width as the County in its sole discretion may decide.
7. The Ratepayers agree to release any claims they might have against the County for any damages to real and personal property owned or occupied by them, including damages to trees and crops growing or located on their said real property, and further agree to indemnify the County against all liabilities, costs, suits, claims, demands, actions and causes of actions of any kind for which the County may become liable by reason of the application of Dust Control Material to the said roadway or any injury or damage to property occasioned to or suffered by any person or any property, crops, trees, or livestock by reason of the application of Dust Control Material to the said roadway.
8. At no time will dust control (existing or new) exceed 200 meters. If the ratepayer currently has dust control (i.e. 100 meters) they will be charged accordingly at the current rate.
9. The word "Ratepayers" shall be interpreted to be the singular should only one Ratepayer's name appear at the end of this agreement.

DATED AND SIGNED the day and year first above set forth.

RATEPAYERS (Printed names & signatures)

Printed Name

Signature

Printed Name

Signature

COUNTY OF VERMILION RIVER
Richard V. Lee

REEVE
B. Thomas

ADMINISTRATOR

SCHEDULE "A"

LEGAL DESCRIPTION: _____

OWNER' S NAME: _____

MAILING ADDRESS: _____

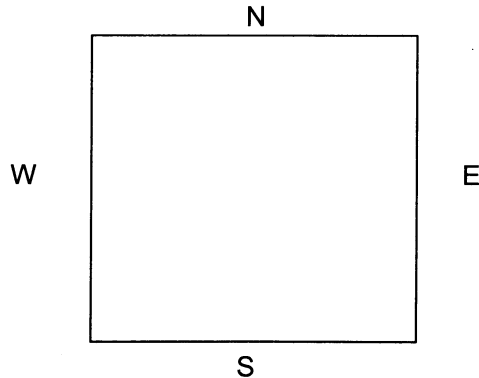
TELEPHONE: _____

NUMBER OF METRES: Existing _____ New _____ Checked by Public Works

TOTAL COST: (plus GST) _____

DATE PAID: _____ RECEIPT # _____

\$10 (ten) dollars a meter for the first 100 meters
\$20 (twenty) dollars a meter for the second 100 meters
To a maximum of 200 meters.



Minimum application is 100 meters