



# MUNICIPAL DISTRICT OF GREENVIEW No. 16

## SPRAY EXEMPTION AGREEMENT

**APPLICATION DEADLINE: April 27, 2018 AT 4:00PM**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_\_.

BETWEEN:

**THE MUNICIPAL DISTRICT OF GREENVIEW NO. 16**

(hereinafter called the "Municipality")

**OF THE FIRST PART**

-and-

\_\_\_\_\_  
(hereinafter call the "Landowner")

**OF THE SECOND PART**

**WHEREAS**, the Landowner desires to be exempt from herbicide applications within the Municipal road right-of-way adjacent to their property or properties within the M.D. of Greenview No. 16.

**AND WHEREAS**, the Municipal District of Greenview is willing to refrain from herbicide application within the Municipal road right-of-way adjacent to their property or properties.

**THE LANDOWNER AND MUNICIPALITY AGREE:**

1. The Landowner acknowledges his/her duty to 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 Prohibited Noxious weeds, Noxious weeds, brush and/or tall vegetation which may interfere with motorist sightlines. The Landowner acknowledges his/her duty to ensure that, at all times:
  - A. Prohibited Noxious weeds are completely destroyed (all parts of plant),
  - B. Noxious weeds are controlled (prevented from flowering),
  - C. Brush and tall vegetation are controlled and height is limited to less than 1.0 meters.
2. The Landowner understands and agrees that if, at any time, Noxious weeds, Prohibited Noxious weeds, Brush and/or tall vegetation persist within the exempted Municipal right-of-way and are determined by the Manager of Agricultural Services or his designate to be unacceptable, the M.D. of Greenview shall immediately take whatever steps deemed appropriate to control said vegetation, **which may include herbicide application**.
4. The Landowner understands and agrees that Municipal right-of-ways shall in no way substitute as buffer zones for sensitive area(s) or vegetation designated for organic production.
5. The Landowner understands the signed agreement will only be valid for a period of one (1) calendar year.

6. The Applicant agrees that only the registered landowner may apply for a Spray Exemption Agreement on a property.
7. The Landowner agrees to indemnify and save harmless the Municipal District of Greenview No. 16 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 M.D. of Greenview contained in the Agreement. This signed Agreement constitutes the entire Agreement between the parties, and no other warranties are given or implies.
8. I, the Landowner, agree to the following guidelines for signage for the requested “No Spray” area:
  - A. The M.D. of Greenview shall supply “No Spray” signs once per property (lifetime) and it shall be the landowners’ responsibility to cover the cost of repair/replacement of damaged or lost signs.
  - B. “No Spray” signs shall be displayed adjacent to the requested “No Spray” area only. If the intent is avoidance of a specific area, the “No Spray” signs shall be posted in front of the sensitive area – not the entire quarter section.
  - C. “No Spray” signs shall be displayed at the property line adjacent to the Municipal roadway. If located at the corners of the property, signs shall be placed no more than twenty (20) feet inward from neighbouring properties.
  - D. “No Spray” signs shall be fixed to a separate post at a height of no less than three (3) feet and no more than six (6) feet above ground level, facing oncoming traffic.

The Landowner acknowledges and agrees that he/she has **READ** and **UNDERSTANDS THE TERMS, CONDITIONS AND GUIDELINES** of the Spray Exemption Agreement.

\_\_\_\_\_  
Registered Landowner (print)

\_\_\_\_\_  
Agreement Holder Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
M.D. of Greenview Representative

\_\_\_\_\_  
Telephone Number(s)

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

Legal Land Description: _____	Number of Signs: _____
Municipal Address: _____	Roll Number: _____
Adjacent Roadways: Township Road: _____ Range Road: _____	
<b>FOR OFFICE USE ONLY – ATTACH MAP WITH EXEMPTION AREA HIGHLIGHTED</b>	