



MUNICIPAL DISTRICT OF GREENVIEW No. 16

SPRAY EXEMPTION AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, A.D., 20_____.

BETWEEN:

THE MUNICIPAL DISTRICT OF GREENVIEW NO. 16

(hereinafter referred to as "Greenview")

OF THE FIRST PART

-and-

_____ (hereinafter referred to as the "Registered Landowner or Authorized Agent")

OF THE SECOND PART

WHEREAS, the registered landowner or authorized agent desires to be exempt from herbicide applications within the Municipal road right-of-way adjacent to their property or properties within Greenview.

AND WHEREAS, Greenview is willing to refrain from herbicide application within the Municipal road right-of-way adjacent to their property or properties on the following conditions;

THE LANDOWNER AND MUNICIPALITY AGREE:

1. The registered landowner or authorized agent 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 registered landowner or authorized agent acknowledges his/her duty to ensure that, at all times:
 - a. Prohibited Noxious weeds are destroyed (all parts of the 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 registered landowner or authorized agent understands and agrees that if any regulated weeds, brush and/or tall vegetation is present within the exempted municipal right-of-way after the annual date of July 15, then Greenview shall immediately take whatever steps deemed appropriate to control said vegetation, **which may include herbicide application** and may render the participant ineligible for continuation in the Spray Exemption Program.
3. The registered landowner or authorized agent 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.
4. The registered landowner or authorized agent understands the signed agreement will be valid indefinitely, or until the registered landowner or authorized agent gives written permission of removal from the program or the title on the land changes.



5. The registered landowner or authorized agent agrees to indemnify and save harmless Greenview 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 Greenview contained in the Agreement. This signed Agreement constitutes the entire Agreement between the parties, and no other warranties are given or implied.

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

Registered Landowner or Authorized Agent (print)

Signature

Address

M.D. of Greenview Representative

Telephone Number (Daytime)

Date of Agreement

E-Mail Address

Exemption Type: FULL PARTIAL

SPRAY EXEMPTION MAP



*If the exemption is only a **part** of the property, please provide a description below and/or map:*