



Municipal District of Spirit River No. 133
Box 389 Spirit River, Alberta T0H 3G0
Telephone (780) 864-3500 Fax (780) 864-4303
E-mail: mdsr133@mdspiritriver.ab.ca

SPRAY EXEMPTION AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, A.D., 2023.

BETWEEN:

THE MUNICIPAL DISTRICT OF SPIRIT RIVER NO. 133

(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 Municipality.

AND WHEREAS the Municipal District of Spirit River 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 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 is present within the exempted Municipal right-of-way and are determined by the Agricultural Fieldman or their designate to be unacceptable, the Municipality shall immediately take whatever steps deemed appropriate to control said vegetation, **which may include herbicide application** and will become ineligible for a Spray Exemption Agreement for the remainder of the current and subsequent year.
3. 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.
4. The Landowner understands the signed agreement will only be valid for a period of one (1) calendar year.

5. The Applicant agrees that only the registered landowner may apply for a Spray Exemption Agreement on a property.

6. The Landowner agrees to indemnify and save harmless the Municipality 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 Municipality contained in the Agreement. This signed Agreement constitutes the entire Agreement between the parties, and no other warranties are given or implied.

7. I, the Landowner, agree to the following guidelines for signage for the requested "No Spray" area:
 - a. The Municipality 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 neighboring 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)

Signature

Address

MD of Spirit River Representative

Telephone Number (Daytime)

Date of Agreement

E-Mail Address

Exemption Type: FULL PARTIAL

Legal Land Description: _____ Municipal Address: _____ Adj. Twp Rd: _____ Adj. Rge Rd: _____	FOR OFFICE USE ONLY Roll Number: _____ Number of Signs: _____ Appendix Attached: _____
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SPRAY EXEMPTION AGREEMENT

APPENDIX

1. I, the Landowner, agree that the properties listed on this appendix will follow the terms of the Spray Exemption Agreement for the 2023 growing season.

Legal Land Description: _____	FOR OFFICE USE ONLY
Municipal Address: _____	Roll Number: _____
Adj. Twp Rd: _____ Adj. Rge Rd: _____	Number of Signs: _____
	Appendix Attached: _____

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