



Municipal District of Spirit River No. 133

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"ROADSIDE VEGETATION CONTROL AGREEMENT"

THIS AGREEMENT IS DATED FOR REFERENCE THIS _____ DAY OF _____, 200__.

BETWEEN: M.D. of Spirit River #133
Box 389
Spirit River, AB, T0H 3G0
(hereinafter referred to as the M.D.)

OF THE FIRST PART

AND: _____

(hereinafter referred to as the "Landowner/Occupant")

OF THE SECOND PART

WHEREAS, the MD has the direction, control, and management of all roads within the municipality pursuant to the Municipal Government Act, R.S.A., 1994, and

WHEREAS, the MD is considered to be the occupant of all roads under it's direction, control and management pursuant to the Weed Control Act, R.S.A., 1980; and

WHEREAS the normal weed control measures utilized by the MD is the application of an approved herbicide at label recommended rates; and

WHEREAS the Landowner/Occupant of lands abutting roads under the direction, control and management of the MD has applied to the MD to remove the area of roadway abutting their property from being treated with herbicide for weed control;

NOW THEREFORE, THE PARTIES TO THE Agreement in consideration of the mutual promises, terms, covenants, and conditions contained in this Agreement, agree as follows:

1. The Landowner/Occupant agrees to undertake and be responsible for vegetation control on that portion of the municipal roadway between the centre line of the roadway and the boundary line of the property, legally described as:

(hereinafter referred to as the "Control Area")

2. The Landowner/Occupant agrees to undertake vegetation control measures in the Control Area according to the following standards:
 - (a) Brush re-growth will not exceed two feet in height.
 - (b) All Restricted Weeds completely destroyed (all parts of the plant) as per the definition of a "Restricted Weed" in the regulations of the Weed Control Act, R.S.A., 1980
 - (c) All Noxious Weeds to control seed production for the full season as per the definition of a "Noxious Weed" in the regulation of the Weed Control Act., R.S.A., 1980.
3. The Landowner/Occupant has until July 15th of each year to carry out their responsibilities. If the MD feels that the landowner has not undertaken adequate vegetation control measures, the MD shall contact the ratepayer and spray the infested area.
4. The MD shall supply the Landowner/Occupant with signage marked "No Spray Area" for use by the Landowner/Occupant to identify the Control Area. The cost of the signs shall be \$5.00 plus GST for two (2) signs.
5. The Landowner/Occupant is responsible to install the signage in the location prescribed by the Agricultural Field man for the MD so as to be readily visible from the traveled portion of the roadway during the months of June, July, August and September.
6. The Landowner/Occupant agree that the MD right of ways shall not be used as buffer zones for sensitive area(s) or vegetation.
7. The Landowner/Occupant agrees to indemnify and save harmless the MD 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 the MD of Spirit River #133 contained in this Agreement.
8. The MD reserves the right if in its sole discretion the Landowner/Occupant is deemed not in compliance with the terms of this Agreement, to undertake whatever vegetative control methods it deems appropriate to bring the Control area into compliance with Section 2 upon seven (7) days written notice to the other party.
9. MD of Spirit River #133 shall make every reasonable attempt to comply with the request of the Landowner/Occupant to not apply herbicide on the Control Area for vegetation control.
10. MD of Spirit River #133 assumes no responsibility for agencies not under contract of direct control of MD of Spirit River who may, in the course of maintaining structures or appurtenances on or under the municipal roadway, apply vegetation control measures.

11. The Agreement constitutes the entire agreement between the parties and no other warranties are given or implied.
12. This Agreement remains in force and effect until terminated by either party or the Landowner/Occupant ceases to legally occupy the land abutting the Control Area.
13. This Agreement may be terminated by either party by the service of seven (7) days notice to the other party.
14. Any notices required under this agreement shall be given in writing and may be personally delivered or sent by mail:

a) MD OF SPIRIT RIVER #133

Agricultural Fieldman
 Box 389
 Spirit River, AB T0H 3G0

b) TO THE LANDOWNER/OCCUPANT

15. Notices are presumed to be served seven (7) days from the date of mailing if the notice is mailed in Alberta and if the notice is properly addressed and sent by prepaid mail.

IN WITNESS OF THEIR AGREEMENT each party has caused its authorized representative to execute this instrument as of the date first above written.

MD OF SPIRIT RIVER #133

LANDOWNER/OCCUPANT

 Signature of Authorized Representative

 Signature of Landowner/Occupant

 Title of Person

 Witness to Landowner/Occupant Signature

 Date

 Date