

THIS AGREEMENT made as of the ____ day of _____, 20 ____

BETWEEN: Lac Ste. Anne County (Hereinafter called "the County")

OF THE FIRST PART,

— and —

Full name of Applicant: _____

Mailing address: _____

Rural address: _____

Tel: _____ Cel: _____ Email: _____

(Hereinafter called "the Owner")

WHEREAS the Owner is the owner, purchaser or lessee of the following lands:

Legal land description: _____ Sign numbers: _____

WHEREAS the the Owner desires the County to not apply herbicide adjacent to the Owner's property.

NOW, THEREFORE, the County and the Owner, for the consideration hereinafter named, agree to the conditions as noted on this Agreement.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties hereto.

- | | |
|--|--|
| <p>1. I acknowledge my duty to maintain that portion of the County rights-of-ways (ditches and approaches beside the road) that lies between the boundary of my property and the centerline of the roadway, ensuring it remains free from prohibited noxious or noxious weeds and/or woody vegetation (brush).</p> <p>2. I understand and agree that if, at any time, prohibited noxious or noxious weeds and/or woody vegetation are present within the County rights-of-ways and determined by the Agricultural Services manager to be unacceptable, the County shall promptly take whatever steps are deemed appropriate to control these weeds or brush; which may include herbicide application.</p> <p>3. I understand and agree that the County rights-of-ways beside sensitive area(s) or organic operations still must be maintained.</p> <p>4. I understand the period of the signed agreement will last ONE YEAR. I understand that all registrants must renew annually including \$20.00 fee as soon as possible for verification of registrant's intent to continue participation in the agreement. I understand and agree that failure to renew the no-spray agreement declaring intent to continue participation in the agreement prior to the annual deadline may result in the termination of the agreement.</p> | <p>5. I agree to indemnify or protect the County from any and all liability, claims, damages and actions whatsoever, arising out of any representation, warranty, undertaking, or obligation on the part of the County contained in this Agreement. This Agreement constitutes the entire agreement between the parties, and no other warranties are given or implied.</p> <p>6. I agree to the following signage guidelines for the 'No Spray' area:</p> <p style="margin-left: 40px;">a) Signs must be acquired from the County as they are assigned designated numbers.</p> <p style="margin-left: 40px;">b) Signs must be mounted on stakes which are a minimum of 5ft. (1.5m) tall and placed adjacent to the requested 'no-spray' area only. If the intent is avoidance of a specific area such as a garden, yard site, or shelterbelt, the 'no-spray' signs should be posted in front of the sensitive area — not the entire quarter.</p> |
|--|--|

_____ <i>Owner/Lessee signature</i>	_____ <i>Date</i>
--	----------------------

_____ <i>County representative signature</i>	_____ <i>Date</i>
---	----------------------

PLEASE NOTE: You must submit a separate no-spray agreement for each additional property.

