

OKANOGAN COUNTY
STATE OF WASHINGTON

AGREEMENT TO CONTROL VEGETATION ON COUNTY RIGHT-OF-WAY

CONTRACT MUST BE SIGNED BY THE LEGAL PROPERTY OWNER

I, _____, hereby agree to adequately control vegetation growing within the Okanogan County road right-of-way, adjoining my property, in lieu of herbicide applications by Okanogan County personnel. Determination of adequate control is at the sole discretion of the Okanogan County Public Works personnel and will be specified as follows:

1. No vegetative growth of any kind on the traveled roadway as well as twelve (12) inches beyond the road shoulder, known from this point on as the sterilant zone.
2. No growth within the entire right-of-way of any vegetation named on the Okanogan County Noxious weed list.
3. No vegetative growth of any kind is to exceed six inches high on all shoulders or ditch slopes beyond the sterilant zone.
4. All vegetation in or around existing drainage ways or ditches shall be controlled to the extent required to allow proper flows.
5. All vegetation shall be controlled to the extent required to assure no sight restrictions, damage to the roadway and adjacent areas, or other safety hazards.

I further agree to use only methods which do not disturb the roadway and adjacent areas, including the traveled roadway, shoulders, ditches, and cut and fill slopes to accomplish the foregoing requirements.

On approval of no spray contract Okanogan County will install no spray markers according to location provided by landowner.

I further agree to periodically inspect the marker placement for assurance that they are clearly visible. I understand it is my responsibility to replace or repair markers as necessary that do not meet the requirements.

I understand proper marker placement is my sole responsibility and that the county may treat the described areas with herbicide, without prior notice, if the markers are not properly in place and clearly visible.

I further agree that failure on my part to adequately control vegetation as specified above will result in a "Notice of Termination of agreement" being issued by the County. Such notice of termination will be effective seven days following mailing to the property owner at the address listed below. Following termination the County may implement control by any method it deems appropriate. I also agree that actual current year control costs expended by the County for control required following a notice of termination may be billed to me and I am responsible for payment if the agreement was terminated under the provisions of this paragraph. Failure to follow terms of agreement will also result in non renewal of agreement.

I understand that the county does not guarantee that the area being put into No spray status has not already been previously sprayed under the county vegetation management program.

I agree to all the terms and conditions set forth in this contract. I have been provided and have read and/or had explained to me the current Okanogan County Noxious weed list.

This agreement is only valid for the calendar year in which it was signed unless notification of termination, in writing, by either the County or the Owner is issued. This agreement is not transferable.

Mailing address _____

Property address and description of No spray area _____

Phone # _____

Signature of property owner _____ Date _____