King County

Road Services Division

## 2015 OWNER WILL MAINTAIN AGREEMENT

As a property owner in King County, I understand King County will provide a 2015 Herbicide Vegetation Control Program to discourage undesirable brush growth, noxious weeds and grass along the roadway shoulder.

I, _____, understand if I request the County **NOT** to spray adjacent to my property in 2015, then it becomes my responsibility to maintain the vegetation along said road right-of-way. I further understand if I do not maintain the vegetation, this agreement becomes null and void and said right-of-way will be returned to the Herbicide Vegetation Control Program.

**Please Read Your Agreement**

(1) I request King County delete spray at the location indicated below.

(2) **I AGREE TO POST "*Owner Will Maintain*" signs** on the borders of my property so they are clearly visible from the driving lane on the side of the street closest to the property. I understand if I do not properly place the signs so they are clearly visible, and readable (by the truck driver of the application vehicle) then the County may, without prior notice, treat the described area.

(3) I agree to periodically inspect the signs for visibility and proper sign placement, and replace if needed. The signs are there to show applicators where the no spray property starts and ends.

(4) I agree to control undesirable vegetation within the road right-of-way as follows:

a. The King County Noxious Weed Control Program requires the eradication of tansy ragwort and other noxious weeds. If they are not removed, they will be spot sprayed by county employees.
b. All vegetative growth is not to exceed 5 inches tall (ditch slopes included).
c. Vegetation must not hinder traffic visibility.
d. Vegetation must not encroach onto the roadway surface.

Note: If conditions b, c, and / or d are not met then county employees will mow and / or cut the vegetation.

(5) I hereby accept the responsibility for installation and maintenance of the "Owner Will Maintain" signs in the manner and at the location as set forth in this agreement. I further agree my performance under this agreement is at my sole risk and I shall indemnify King County, its agents and employees, and hold them harmless from any and all liability for damage, costs, and expenses resulting from, arising out of, or in any way connected with this agreement, or from my failure to perform fully there under. I further agree to defend King County, its agents and employees, against all suits, actions, or proceedings brought by any third party against them for which I would be liable there under.

(6) I understand this agreement is not transferable and is valid only for the calendar year in which it was signed. So, this agreement must be signed and returned to the given King County address each year in order for it to be in effect.

**Name**_____ **Home Telephone**_____
(Please print)

**Sign Location Address**_____ **Work/Message Phone**_____

**City**_____ **State**_____ **Zip**_____

**If additional or replacement signs are needed please indicate quantity:** _____
Note: Only use 2 signs on a standard lot and 3 signs on a corner lot (placed by property corners near street).

**Do you own the property?** Yes_____ No_____ **Owners name if you rent**_____

_____ Joann H Kosai-Eng
**Signature of owner/occupant** **Joann Kosai-Eng: Acting Manager**
**Traffic and Roads Maintenance Section**

_____ _____
**Date** **King County Issuing Person and Witness**

**Return To:** King County Department of Transportation
Road Services Division
155 Monroe Avenue N.E.
Renton, WA 98056 Attn: Vegetation Unit

**Note: Alterations to this form will void this agreement.**