



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

201 Avon Ave, Burlington, WA 98233
(360) 416-1480 FAX (360) 755-0950

Skagit County "No Spray Policy" Maintenance Agreement

Please read, fill out completely, and return to 201 East Avon Avenue in Burlington.

Note this agreement is good for 3 years from the date of signature, and must be renewed thereafter by the owner.

Any questions, or if in need of additional signs, please call our Operations Division at 360-416-1480.

Thank you,

Skagit County, Special Operations Division
201 E. Avon Avenue
Burlington, WA 98233
Phone: 360-416-1480
Fax: 360-755-0950



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

201 E. Avon Avenue, Burlington, WA 98233
(360) 416-1480 FAX (360) 755-0950

MAINTENANCE AGREEMENT

This agreement (herein "agreement") between _____ and _____
(check box that applies), as

a single person,
 a married couple,
 as the _____ (print title/position)
Of _____ (print name of
Partnership, Trust Company, LLC, etc.),
A _____ (print the kind of legal
entity & state of legal formation),

(herein individually and/or collectively referred to as the "OWNER"), and Skagit County, a political subdivision of the State of Washington (herein the "COUNTY"). OWNER and COUNTY may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". The parties mutually agree as follows:

1. OWNER will install signs on property line(s) of OWNER'S property (more particularly identified per Section 8 below) that are clearly visible from the road. OWNER shall assure that signs have continued visibility. COUNTY will supply signs at the OWNER'S request. Only signs provided by the COUNTY may be used by the OWNER per this agreement, and use of any other signs by OWNER (homemade or otherwise), may void this agreement.
2. OWNER will select from the following options and initial OWNER'S choice on the line provided:
 Do not spray the road shoulder and back slope (pavement to property line) abutting my property.
 A twelve inch (12") strip from the edge of the pavement may be sprayed, as determined by the COUNTY.
 Do not spray the road back slope (front of ditch or end of shoulder to property line) abutting my property.
3. OWNER agrees to remove and destroy any noxious weed (i.e. Tansy Ragwort) identified on abutting COUNTY right-of-way.
4. Subject to the terms of this agreement, the COUNTY will not use chemical herbicides in the sign-posted areas including shoulders, ditches and right-of-way behind the ditches, as designated in Section 2, above.
5. COUNTY will mow and/or apply herbicide whenever the COUNTY otherwise reasonably determines (at the COUNTY'S discretion) that it is necessary to do so,

in the event that vegetation and/or weeds within the COUNTY right-of-way abutting the OWNER'S property have become overgrown and/or are otherwise in need of maintenance (as may be determined by the COUNTY)

6. The term of this agreement is three (3) years from the date of signature, and must be renewed thereafter by the OWNER. Either the OWNER or the COUNTY may terminate this agreement by providing the other party with written notice of termination at any time during the term of this agreement. The OWNER shall promptly notify the COUNTY of any sale or transfer of the OWNER'S property that occurs during the term of this agreement.
7. The OWNER hereby agrees to indemnify, defend and hold harmless the COUNTY (including its officers, elected officials, agents, contractors, employees and volunteers) from any loss, damage, claim, demand, and/or judgments directly attributable to this agreement.
8. The OWNER represents that he/she/they is/are the legal owner(s) of the property commonly identified as Skagit County Assessor Tax parcel Number(s)_____. If the property is owned by a Partnership, Corporation, Trust, Limited Liability Company, or other legal entity, the undersigned represents that he/she/they is/are duly authorized to execute this agreement on behalf of the partnership, corporation, trust, limited liability company, or other legal entity.
9. This agreement may be executed in any number of counterparts. Faxed signatures shall be considered to be original signatures. This agreement is made and entered into under the laws of the State of Washington. Venue for this agreement is Skagit County, Washington. If any term of provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall attach only to such term or provision, and shall not this agreement shall only be deemed modified by said court to minimum extent required by law.

Date

Signature (Owner)

Phone

Print Full Name and Mailing Address

Skagit County Assessor Tax Parcel Number(s):

Recommended by:

Public Works Special Operations Mgr.

Approved as to Content:

County Engineer

Public Works Director

Approved as to Indemnification:

Previously approved as to form

Risk Manager

Approved as to form:

Civil Deputy Prosecuting Attorney

Dated this _____ day of _____, 20__

Please return this agreement to:
Skagit County Road Department
201 East Avon Avenue
Burlington, WA 98233
360-416-1480

