



OWNER WILL MAINTAIN AGREEMENT (OWMA)

A PROPERTY OWNER/BENTON COUNTY MAINTENANCE AGREEMENT

I (We), the undersigned applicant and ☐ Owner(s) or ☐ Lessor/Renters(s) of parcel # _____, abutting Benton County right-of-way, understand and agree as follows:

Agreement – Applicant Agrees to the Following Conditions: (Applicant to Initial Each Section)

_____ I understand Benton County WILL NOT apply herbicide, or implement other means, to control weeds at the locations described below and shown on the attached map.

_____ I understand this agreement will expire yearly on January 1st and must be renewed annually.

_____ I agree to maintain vegetation within the Benton County Road right-of-way in accordance with the conditions in this agreement. This includes the control of vegetation within the shoulder areas, ditches, and slopes.

_____ I agree to keep all weeds, brush or other vegetation cut, trimmed, or removed in County right-of-way; gravel shoulders will be kept free of all vegetative material. Vegetation shall not reach beyond 24 inches in height.

_____ I understand if I do not maintain the vegetation in accordance with this agreement and to the satisfaction of the County Engineer or their representative, this agreement becomes null and void and vegetation within the subject right-of-way will be maintained by Benton County personnel to include chemical or mechanical maintenance.

_____ I hereby represent I legally own or lease the land adjacent to the County Road and understand this agreement is not transferable.

_____ I accept the responsibilities outlined in this agreement. I further agree that my performance under this agreement is at my sole risk, and I shall indemnify Benton County, its agents and employees, and hold them harmless from any and all liability for damage, costs, and expense resulting from, arising out of, or in any way connected with this agreement, or from my failure to perform fully thereunder. I further agree to defend Benton County, its agents, and employees, against all suits, actions, or proceedings brought by any third party against them for which I would be liable thereunder.

Description of No Spray area:

A map indicating “Owner Will Maintain” area is required to be included with this agreement and uploaded to the citizen self-service portal at https://selfservice.co.benton.wa.us/energov_prod/selfservice.

Applicant Name

Telephone Number

Property Address

Mailing Address (if different than Property address)

City/State/Zip

City/State/Zip

Email

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Signature: (The undersigned has read, understands, and accepts the terms and conditions set forth herein)

Printed Name: _____ Signature: _____ Date: _____

Acknowledgement – Benton County Representative: County Engineer or their representative

Printed Name: _____ Signature: _____ Date: _____

General Provisions

1. Property owners who obtain an Owner Will Maintain Agreement from Benton County become responsible for maintaining the vegetated area within the Benton County Right-of-Way adjacent their property. If the Agreement holder fails to maintain the area in accordance with the terms of this Agreement, Benton County Public Works will maintain the area as needed including chemical or mechanical maintenance procedures.
2. If a county official observes that the right of way is not being maintained, the owner or Lessor/Renter will be notified by the Public Works staff and receive a one week notice to maintain the right of way or this agreement will be terminated.
3. Applicants interested in becoming a certified organic farm need to contact the United States Department of Agriculture for the necessary steps for the certification process. It has been Benton County's standard procedure to stop applying brush spray once an organic farm certification has been provided and verified.
4. No dirt, debris, or other fill material shall be placed on the County right-of-way.
5. Vegetation will be maintained by the property owner(s) along the roadway by keeping it closely mowed or weeded (no higher than 24").
6. The Benton County Public Works Department will make every effort not to spray areas mapped and properly marked as "no spray" areas. Notwithstanding the foregoing, Public Works reserves the right to unilaterally terminate this agreement at any time, if, in the sole discretion of the County Engineer or their representative, this agreement would result in a threat to public health or safety.
7. Benton County Public Works agrees to take all reasonable precautions to avoid spraying herbicides along the roadside described in this agreement and shown on the attached map. Benton County Public Works Department maintains the right to spray herbicides along all County roadsides in conjunction with road maintenance activities but as a courtesy to the undersigned, will reasonably avoid spraying roadsides as stated above so long as vegetation is controlled by alternate methods to the satisfaction of the County Engineer or their respective designee.

Agreement Conditions

1. "No Spray" signs will be installed by Benton County Public Works in accordance with Benton County standards, State and Federal laws. The signs shall not be moved, covered, or in any other way altered by anyone other than an authorized Benton County Public Works employee.
2. Benton County Public Works will assess a fee of \$300 upon approval of a requested Owner Will Maintain Agreement. The fee will cover the cost of the time and materials for the fabrication and installation of two (2) No-Spray signs and processing the executed Owner Will Maintain Agreement.
3. Two (2) signs are required along the property adjacent to the County roadway. Any property owners requesting an Owner Will Maintain Agreement for a property adjacent to more than one (1) County Road must purchase two (2) additional No-Spray signs for each additional roadway the property is adjacent to. If additional signs are required beyond the two (2) that come with the No-Spray Agreement, they can be purchased from Benton County Public works for \$100 per sign. The \$100 per additional sign will cover the cost of the time and materials and installation of the sign.
4. Only authorized Benton County Public Works employees will install No-Spray signs.
5. This Agreement must be renewed annually, on or before January 1st of the next year. An administrative fee of \$50 will be charged for processing the renewal. If an agreement is not renewed by, January 1st it will expire.
6. Owner will Maintain Agreements are non-transferrable, in the event the property ownership changes the Agreement will become void at the time of new ownership.