



## NO SPRAY WEED CONTROL AGREEMENT

This agreement made and entered into on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by and between \_\_\_\_\_, a Kootenai County property owner, hereinafter called "Owner" and the Post Falls Highway District, hereinafter called "District."

WHEREAS, it is understood and agreed that Idaho Code Title 22, Chapter 24, imposes the duty and responsibility for controlling noxious weeds on private lands upon the person who owns or controls the land; and

WHEREAS, Idaho Code Title 22, Chapter 24, imposes the duty and responsibility for controlling noxious weeds on the lands and rights-of-way of a highway district upon the administering district; and

WHEREAS, the owner desires that the road right-of-way adjacent to the Owner's property NOT be sprayed with herbicide;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The Owner will comply with the Idaho State law regulating noxious weed control by taking the necessary steps to control noxious weeds on the District right of way adjacent to the Owner's property.
2. The Owner will perform weed control efforts on said District right of way at least once between June 1 and July 1, 2024, and again between August 1 and September 1, 2024.
3. The Owner will assist the District's employees in identifying areas not to be sprayed and to place and maintain signs on the Owner's property adjacent to the road right of way indicating where herbicide spraying should cease and where spraying should resume.
4. In consideration of Owner's desire and willingness to perform weed control on the applicable rights-of-way, the District will refrain from spraying herbicide in those locations properly designated.
5. **Owner agrees and understands that failure to perform the weed control work within the stated time periods or failure to post necessary signs will cause this agreement to be null and void, at which time the District will take steps to have the right-of-way treated.**
6. Owner further agrees to indemnify, defend, and hold harmless the District, and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the Owner, Owner's agents, employees or representatives on District property.

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Signature

\_\_\_\_\_  
Date