

**Multnomah County Department of Community Services**  
**Transportation Division**  
**Owner Vegetation Maintenance Agreement**



**I. PARTIES:**

- A. The "**COUNTY**" is the Multnomah County, a political subdivision of the State of Oregon, acting by and through the County's Transportation Division.
- B. The "**OWNER**" is: \_\_\_\_\_, who is the owner of certain real property immediately abutting and adjacent to Public Right of Way under the County's road jurisdiction. The street address of Owner's property is: \_\_\_\_\_

**II. PURPOSE OF AGREEMENT:**

Under State and local laws, property owners abutting public right of way are responsible to maintain their properties to prevent conditions from becoming a nuisance or safety hazard; see for example Multnomah County Code, Section, 15.229 "Nuisances Prohibited" and Oregon Revised Statutes, 368.256, "Creation of Road Hazard Prohibited." The County has historically used road maintenance crews to maintain areas in the public right of way. In consideration of the County's forbearance from the use and application of herbicides and/or mechanical mowing for vegetation management control on County right of way adjacent to Owner's real property; the **COUNTY** does hereby authorize the Owner to exercise certain vegetation maintenance services in the area identified in Section III, A 2; under this **OWNER VEGETATION MAINTENANCE AGREEMENT** ("Agreement"), in accordance with the terms and conditions set forth herein.

**III. THE PARTIES AGREE AS FOLLOWS:**

**A. OWNER'S RESPONSIBILITIES.**

1. To clearly identify the boundaries of Owner's property with any neighboring properties at the boundary with above-named right of way (ROW) under County jurisdiction, and to clearly and accurately demarcate the boundaries of Owner's property with the neighboring properties.
2. To maintain all vegetation (including but not limited to trees, shrubs, bushes, hedges and grasses) that is in or on the shoulder, sidewalk, or curb of the ROW or encroaches into or onto those areas of the ROW from Owner's property by routine weeding, trimming, or pruning of such vegetation at least bi-monthly during the months of March through September and as necessary during the months of October through February during the term of this Agreement. The services identified in this clause shall be the required "vegetation maintenance services."

The specific ROW in question is identified as:

\_\_\_\_\_  
(Name of Road)

3. Any questions by Owner with respect to Owner's obligations and duties under this Agreement shall be directed to the County's Vegetation Coordinator; identified below.
4. All required vegetation maintenance services shall be the responsibility of Owner and shall be implemented upon the date of Owner's signature below and shall be conducted solely at Owner's expense.
5. Owner is to keep all vegetation away from the COUNTY furnished signs such that at all times the signs are clearly visible to County road crews. The Owner will contact the COUNTY if signs need to be replaced or repaired by calling listed Vegetation Coordinator.

6. Owner shall defend, save, hold harmless, and indemnify County and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys fees resulting from, arising out of, or relating to the activities of Owner under this Agreement. Owner shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Owner nor any attorney engaged by Owner shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Owner settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.

#### B. COUNTY'S RESPONSIBILITIES.

1. To furnish and install signs designated "**OM**" or "**CM**" (Owner Maintain/County Maintain), hereinafter referred to as **OM** and **CM**. The signs will be installed in a conspicuous location on the property lines adjacent to the road shoulder, clearly visible by oncoming **COUNTY** work vehicles.
2. To assume full responsibility for keeping such area posted with standard county signs, including maintenance, repair, and replacement of signs.
3. To monitor and log the effectiveness of the Agreement.
4. To modify or terminate this agreement at the discretion of the Road Maintenance Manager.
5. Any County changes and modifications to the Owner Maintenance Program shall become applicable to this Agreement upon 30 days' notice to the Owner. The 30-day time period shall run from the date of the notice. County may use the mail, fax, or e-mail to issue notice.

#### C. TERM.

This agreement is valid for one year from the date of Owner's signature below. At the County's sole discretion; a renewal application will be sent prior to expiration of the current Agreement term. Owner must sign and return the renewal of the Agreement to the County, the County will notify Owner if the Agreement has been renewed, modified or rejected. Any written notice between the parties may be by regular mail, fax or e-mail. Notice from the County shall be to Owner identified herein; notice from the Owner shall be to the Vegetation Coordinator.

#### D. EARLY TERMINATION.

1. The **COUNTY** reserves the right upon its reasonable determination that Owner has violated any term of this Agreement to terminate this agreement immediately. Notice of termination under this section may be oral and may be provided to Owner after the effective date of the early termination. Owner shall not be eligible for any new Agreement under this Program for one year from any early termination date under this section.
2. The County or the Owner may terminate this agreement upon written five (5) day notification to the other Party at any time.

## E. OWNER INFORMATION.

*Please Print*

Road Name: .....

OWNER Property Address: .....

City: .....

State: OR

Zip Code: .....

PROPERTY OWNER(s): .....

OWNER Mailing Address:  
(If different from above) .....

OWNER Telephone No.: (503) .....

OWNER E-mail Address: .....

Approximate Property Frontage: ..... linear feet

*\* Additional forms are needed for non-adjacent tax lots*

## IV. IT IS SO AGREED:

Owner(s) Signatures(s) \_\_\_\_\_ Date \_\_\_\_\_

Owner(s) Signatures(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Multnomah County  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Return this application to:

Kevin Fitzgerald  
Arborist/Vegetation Specialist  
Multnomah County Transportation  
1620 SE 190<sup>th</sup> Avenue  
Portland Oregon 97233  
[\(503\) 988-3729](tel:(503)988-3729)  
[kevin.d.fitzgerald@multco.us](mailto:kevin.d.fitzgerald@multco.us)

### OFFICE USE ONLY

IRIS Rd# OM ID# \_\_\_\_\_ Begin MP \_\_\_\_\_ End MP \_\_\_\_\_ Left or Right \_\_\_\_\_

Date Received:                      /                      /                      Issue Date:                      /                      /

Renewal Request:                      /                      /                      Renewal Date:                      /                      /

### Road Maintenance Manager

John Niiyama  
(503) 988-0210

[john.niiyama@multco.us](mailto:john.niiyama@multco.us)

### Arborist/Vegetation Specialist

Kevin Fitzgerald  
(503) 988-3729

[kevin.d.fitzgerald@co.multnomah.or.us](mailto:kevin.d.fitzgerald@co.multnomah.or.us)

### Vector Control

Nuisance and Noxious Weeds  
Telephone: (503) 988-3464