



# Dust Control Treatment Property Owner Agreement

Upload this form when submitting  
your online application.  
Questions? Contact us at  
roadpermits@co.washington.or.us  
or ☎ 503.863.1100

I, \_\_\_\_\_ (print name) ("Owner"), do hereby declare that I am the owner or lawful occupant of the property located at (address) \_\_\_\_\_ ("Property") in Washington County and that I hereby agree to comply with this Agreement and the CONDITIONS required to participate in the privately funded dust control program along the frontage of the above referenced property:

Road to be Treated: \_\_\_\_\_ Proposed Treatment Date: \_\_\_\_\_

Location of Treatment: \_\_\_\_\_  
Starting Point \_\_\_\_\_ Ending Point \_\_\_\_\_

Length of Treatment (feet): \_\_\_\_\_ Cross Street: \_\_\_\_\_

Do you need "DUST CONTROL" signs? Yes No

What product do you intend to use? Lignin Sulfonate Magnesium Chloride  
Other \_\_\_\_\_ Unknown \_\_\_\_\_

### CONDITIONS

Upon execution of this Agreement and until this Agreement is terminated or expires by its terms, the Owner shall be responsible to comply with all the following conditions of this Agreement:

- The application of diesel fuel, stove oil, motor oil, etc. for dust abatement purposes is STRICTLY PROHIBITED by law.
- Install and maintain, at each end of the treated area, County provided "DUST CONTROL" signs to alert County grader operators that area has been treated with dust control material.
- Owner will not take action against the County due to perceived or actual loss of function of dust control material due to County maintenance activities or the activities of others upon county road in which dust control material was applied.
- Contractor applying dust control product pursuant to this Agreement must obtain a right-of-way permit from Washington County prior to applying dust control product.

Owner understands the life of a dust control treatment to a gravel road is normally only through the dry season in which it is applied and may be shorter depending on the traffic volumes and weather conditions. Owner further understands the County WILL NOT maintain the road as a hard surface road and, at the County's discretion, will resume grading and rocking the road as needed in accordance with adopted maintenance practices.

I have read and I understand the conditions set forth on this agreement. I certify that the statements are complete and correct to the best of my knowledge. I further understand that penalties are provided for furnishing false information. I agree to indemnify and save harmless Washington County, its Board of Commissioners, its officers and employees from all suits and actions; or claims of any character brought because of any injuries or damages received or sustained by any person, or property on account of the placement of dust control material or because of any act or omission, neglect or misconduct. I understand and agree that I will assume all risk of loss, damage or injury that may result from entering this Agreement for the application of dust control material in the right-of-way.

### Property Owner

Printed Name \_\_\_\_\_

Mailing Address (if different than site address) \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Signature (Print name) \_\_\_\_\_ Date \_\_\_\_\_

### Contractor

Business Name \_\_\_\_\_ CCB/License Number \_\_\_\_\_

Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

County Use Only		
Agreement #	Agreement Date	Expiration Date

Approved as to Form:  
/s/ Cortney Duke-Driessen  
Assistant County Counsel  
Date: November 7, 2019