

Plymouth County, Iowa

Grass Harvesting Agreement

Applicant _____

Address _____

Authorization is herein requested to harvest grass within the right of way of the following Plymouth County Roadways:

Roadway _____ Side(N,S,E,W), Description _____

Roadway _____ Side(N,S,E,W), Description _____

Roadway _____ Side(N,S,E,W), Description _____

Roadway _____ Side(N,S,E,W), Description _____

Roadway _____ Side(N,S,E,W), Description _____

The Applicant agrees that if granted authorization to harvest grass within the roadways described above, the following stipulations shall govern:

1. **The permit shall be approved prior to applicant beginning operations. This permit is valid for one year and a new permit will need to be submitted for any subsequent years.**
2. **Harvesting shall not be allowed prior to July 15th, (unless listed as an exception to mowing restrictions in the Code of Iowa Section 314.17) nor after October 1st.**
3. **All work within the right of way shall be performed between the hours of 30 minutes after sunrise and 30 minutes before sunset.**
4. **All personnel on foot within the right of way shall wear ANSI 107 Class 2 safety apparel at all times.**
5. **All harvested grass shall be removed from the road right of way within 48 hours of being harvested. Harvested grass remaining after 48 hours may be removed and disposed of by road maintenance crews at a cost chargeable to the permit holder. If an extension of time is needed approval may be given by the County Engineer**
6. **Bales or stacks of harvested grass shall not be stored closer than 30 ft. from the near edge of pavement**
7. **Applicant shall not engage in harvesting operations when conditions will result in wheel ruts or cause possible drainage or erosion problem. Costs to repair by Plymouth County for such operations shall be assessed to the applicant.**
8. **The operation shall be completed in a workmanlike manner and the area shall be left in a neat**

condition upon completion.

- 9. If a person cuts or bales any grass or hay that someone else has a permit or ownership to, the hay and bales remains the property of the party with the permit. The person that cuts the grass or hay will receive no compensation for time, fuel, or baling expense but will forfeit all rights to any of the grass and hay.*
- 10. The applicant shall be held responsible for any damage to fences, signs, or other highway features resulting from harvesting grass. Right of way markers and land monuments shall not be removed, altered or damaged.*
- 11. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.*
- 12. This permit shall expire on October 1, _____.*
- 13. Plymouth County makes no guarantee as to the quality of or to the contaminates which may be contained in the harvested grass and herein assumes no responsibilities to the applicant or users of harvested grass.*
- 14. The applicant agrees to defend, indemnify, and hold harmless Plymouth County from any and all liability, loss, or damage that Plymouth County may suffer as a result of claims, demands, costs, or judgments against it arising out of the issuance of this permit or applicants operations. The applicant acknowledges that all operations are at the applicant's own risk.*
- 15. The applicant understands that in areas where herbicide has been sprayed in the past year that hay may not be suitable for harvest because of legal restrictions on the herbicide label.*
- 16. Applicant shall obtain the signature of adjoining landowners if grass or hay is harvested from their adjoining property.*

Signatures: _____

We the undersigned have read and agree to the terms and conditions of this agreement.

Applicant. _____

Address _____

Recommended for Approval:

Plymouth County, Iowa

By: _____

Date: _____