

**AGREEMENT CONCERNING CHEMICAL TREATMENT FOR  
VEGETATION MANAGEMENT**

This Agreement is executed by and between \_\_\_\_\_, who owns property in \_\_\_\_\_ County, Iowa (hereafter "Landowner"), and Maquoketa Valley Electric Cooperative, an Iowa Corporation with principal offices located in Anamosa, Iowa (hereafter "MVEC").

**RECITALS:**

1. Landowner is the owner of property located in \_\_\_\_\_ County, Iowa near \_\_\_\_\_ (the "Property").
2. MVEC owns and operates certain electric facilities parallel, on, or adjacent to the Property.
3. MVEC has the authority and obligation to maintain its electric facilities including the right to trim, cut, or spray trees and brush near its utility facilities.
4. Landowner has requested MVEC not to utilize chemical vegetation management techniques within a specified "no spray" zone adjacent to Property and MVEC is willing to undertake certain steps to accommodate Landowner's wishes as set forth in this Agreement.
5. The primary reason for Landowner requesting MVEC to not use chemical vegetation management techniques is \_\_\_\_\_.

THEREFORE, it is AGREED by and between the parties as follows:

1. Landowner shall provide MVEC with a copy of its property map, showing the boundaries of the Property, the location of the "no spray" zone, and the location of MVEC's electric facilities.
2. Landowner shall install signs along the edge of the proposed "no spray" zone, clearly visible to MVEC crews, identifying the area as a "no spray" zone. The signs shall not be installed on the utility poles or within fifteen (15) feet of the base of the poles. Landowner shall ensure that language on the sign remains visible over time.
3. Within the "no spray" zone, the Landowner shall maintain and prevent the growth of trees, brush, or other vegetation in such a manner that it doesn't interfere with the operation or reliability of MVEC's electric facilities.

4. Landowner shall notify MVEC in writing of any changes to the "no spray" zone.
5. MVEC shall locate the Landowner's Property on its mapping system and identify the "no spray" zone.
6. MVEC shall inform its employees and contractors of the proposed "no spray" zone and request that they refrain from chemical applications within the "no spray" zone.
7. MVEC shall seek reasonable alternatives to chemical application to its facilities and the surrounding environment within the proposed "no spray" zone. The Landowner shall not be charged for any incremental cost, if any, incurred by MVEC in pursuit of these alternative vegetation management techniques.
8. MVEC may perform mechanical or chemical vegetative management (including cutting, mowing, removal, or spraying) if the Landowner fails to maintain the "no spray" areas in a manner that doesn't interfere with the operation or reliability of MVEC's electric facilities.
9. Landowner agrees to hold MVEC, its employees, its agent representatives, and contractors harmless from any and all claims arising out of this Agreement, including but not limited to claims resulting from inadvertent spraying or other application of chemicals within the "no spray" zone.
10. This Agreement shall be interpreted and construed in accordance with the laws of the State of Iowa.

Executed by the parties on the date opposite their signatures below.

Maquoketa Valley Electric Cooperative

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Date

Landowner

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date