

**DRAINAGE TILE/COUNTY ROAD CROSSING AGREEMENT**

WE THE UNDERSIGNED, do hereby request the County Board of Commissioners of Watonwan County, Minnesota to grant a permit allowing tile to be placed across the present right of way of \_\_\_\_\_ (road Number) in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

WE UNDERSTAND that the entire cost of the crossing shall be our responsibility including the cost of culvert or tile materials (as decided by the County Engineer). In addition we agree to pay to the County Highway Department a sum of \$100.00 for crossing a gravel road and \$50.00 for crossing a blacktop surfaced road. This is to cover the cost of providing barricades as well as future repairs on this crossing.

If this permit is granted, we the undersigned do hereby agree to the following conditions:

WE AGREE the culvert shall be placed at such an elevation that the distance from the top of the culvert to the lowest ground elevation in the ditch shall be not less than 4-1/2 feet.

WE FURTHER AGREE any damage to the road ditch or culvert resulting from the construction or maintenance of the above described culvert, will be our responsibility to repair in a reasonable length of time to as good a condition as it was before said maintenance or construction; and if we fail to properly repair the road ditch it is agreed that the County Engineer may have the work done and we will agree to pay for it upon receipt of a properly executed bill.

WE FURTHER AGREE to pay for all costs relating to the maintenance or construction of the above described culvert, including required boring or jacking under roads. All installations shall be done to County Specifications.

WE FURTHER AGREE to take all necessary precautions to maintain the safety of the operation and to be responsible for all liability for personal injury or property damage which may occur in connection with the work, to be responsible to contact representatives of and/or locate all other utilities buried in the road right-of-way and avoid disturbance of other utilities during placement of the above described tile, and we agree to hold the County of Watonwan harmless therefore.

WE FURTHER AGREE that the County Highway Department in granting this permit is not responsible in any way for any damages resulting from the drainage of water through this culvert, nor does granting this permit in any way imply the County Highway Department has given consent to the transfer of water in any drainage pattern.

WE FURTHER AGREE to defend, indemnify, and hold Watonwan County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the undersigned, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the undersigned or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

WE ATTEST that we have insurance coverage adequate to cover the limits of exposure to Watonwan County, for which we have attached said insurance certificate to this agreement.

AGREED TO BY \_\_\_\_\_ WITNESSES \_\_\_\_\_

If metal culvert is used: (right of way to right of way)

This crossing used _____ feet of culvert at \$ _____ per foot \$ _____	
_____ bands at \$ _____ each \$ _____	
Cost of crossing: gravel \$100.00	\$ _____
blacktop \$50.00	\$ _____
TOTAL AMOUNT DUE	\$ _____

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

County of Watonwan

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chairman of the Board