

PERMIT TO CROSS OR PARALLEL A COUNTY DRAIN

The _____ Drain Drainage District, by and through Newaygo County Drain Commissioner (hereinafter "Drain Commissioner"), does hereby grant permission to _____ of _____ and use a portion of the established right of way/easement for the _____ Drain in _____ Township (s), Newaygo County, Michigan. This permit is issued for the sole and only purpose of allowing Permittee the following use: _____

which use is to be located and allowed as follows: _____

In consideration of granting this permit, Permittee does hereby agree to comply with all terms and conditions as set forth in this permit, together with the rules and regulations as established by the Newaygo County Drain Commission, said rules and regulations are as follows:

1. All utilities and/or facilities must be a minimum of four (4) feet below the established drain bottom when crossing or paralleling a county drain or right of way.
2. Any structures removed such as headwalls, wingwalls, concrete slabs, rip rap, erosion protection, tiling and culverts – must be replaced with new material and reconstructed to original condition or better.
3. All ditch banks, when disturbed, must be reshaped to original slope, compacted, topsoiled and seeded, fertilized and mulched or hydroseeded.
4. A minimum of seventy-two (72) hours notice is required to the inspection department prior to any construction that will involve a county drain.
5. Equipment and materials may not be stored in any way so as to cause blockage of a county drain.
6. Permittee is responsible for maintaining all storm drainage during the time of construction, whether by use of pumping equipment or construction of bypass system.
7. Permit fee will be One Hundred Dollars (\$100.00), payable by check to the Newaygo County Treasurer. Prior to issuance of a permit, proof of Contractor's Liability Insurance must be filed with the Office of the Drain Commissioner, with the named insured, in compliance with the Newaygo County Drain Commissioner' standard. Also, an indemnity insurance, in the amount of \$1,000,000.00.
8. This permit does not relieve applicant from meeting any application requirement of law or other public bodies or agencies. Additionally, the issuance of this permit does not relieve the utility of any future expense for relocation of said utility to accommodate for future drain improvements.

9. Permittee shall be responsible for and pay all costs for engineering and inspection services incurred by the Newaygo County Drain Commissioner in the review of the Permit Application and inspection of work performed hereunder. Payment to be made within thirty (30) days of invoice.

10. Other: _____ further agrees, either to pay any increased cost to the Drainage District due to this utility occupying said drain, said cost to be determined as a separate bid item during construction or reconstruction, or if determined necessary by the Newaygo County Drain Commissioner, the Utility Company occupying said drain right of way, shall relocate or lower if the location of the utility shall increase the cost of performing drain improvements or drain maintenance.

All expenses pertaining to said relocations shall be paid for by the owner of the utility company. Relocation shall be completed within 90 days from receipt of written request by the Drain Commissioner.

Additional time may be granted by the Drain Commissioner if determined necessary.

Permittee does hereby acknowledge and agree that, in the event the area of the right of way for which this permit is granted is necessary for future maintenance and operation of the _____ Drain, Permittee at its own expense, shall remove all conflicting facilities, structures, pipelines, cables and other appurtenances to said use in and during the time of the maintenance of said Drain. Upon request of the Drain District, said utility will be relocated within 90 days from said request.

Further, Permittee shall hold harmless and indemnify the Newaygo County Drain Commissioner, the _____ Drainage District, and their employees, agents, or contractors from any injury to person or property sustained as a result of the placement of the uses specified herein.

Further, this permit is subject to additional terms and conditions as follows: _____

ACKNOWLEDGMENT AND AGREEMENT

The terms and conditions of this permit and attachments hereto are acknowledged by _____
_____ (Permittee) of _____.

Dated: _____

WHEREFORE, this permit is granted this _____ day of _____, 200

Newaygo County Drain Commissioner