

HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair

Whereas, _____ requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. _____ that runs through his/her property at his/her own expense:

Legal description to read as follows: _____ Parcel number _____

_____ Section _____ Township _____ Range _____

Proposed Project Description: Ditch Maintenance – length of ditch _____ ft

Private crossing installation/replacement

Include map of project location and project plans

Applicant will have one year from the date of this application approval to complete the proposed project.

Person/Contractor name doing work: _____

Address: _____

Contact phone #'s _____

Whereas, applicant is allowed to maintain the drainage ditch to the original width, depth, and grade. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Culverts can be replaced at the existing elevation. Spoil must be side cast, leveled and seeded. This work will be done at applicant's own expense.

Whereas, APPROVAL OF THIS HOLD HARMLESS AGREEMENT ONLY APPLIES TO THE COUNTY DITCH AUTHORITY (MN Rule Chapter 103E). Permits from local, state and federal agencies may be required. Before commencing work in or near wetlands, the application form for Water/Wetland Project must be filled out and mailed to the appropriate agencies; 1. Todd Soil, Water, Conservation, Development Division, 2. Army Corps of Engineers, 3. MN DNR Division of Waters, 4. Sauk River Water Shed (if in dist.) 5. Board of Water Soil Resources.

Whereas, said applicant will not do any cleaning/repair of said ditch until approval is received from all agencies. Applicant will notify County Ditch Inspector the day work begins and the day work ends.

Whereas, the applicant and/or contractor agrees to defend, indemnify, and hold Todd 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 applicant, 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 applicant or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

I do hereby Agree to the above terms, I agree to hold the County harmless and indemnify it and follow all the rules and regulations.

Dated: _____

Applicant Signature: _____

Phone Number: _____