

TRAILL COUNTY WATER RESOURCE DISTRICT  
UTILITY PERMIT  
SUBSURFACE/TILE DRAINAGE PERMITS

\_\_\_\_\_, with a post office address of \_\_\_\_\_,  
\_\_\_\_\_, North Dakota 58\_\_\_\_\_ (“Applicant”), applies for this Permit to install  
\_\_\_\_\_ [describe type and  
number of outlets] to discharge into \_\_\_\_\_ Drain No. \_\_\_\_ (the “Drain”), a legal  
assessment drain owned and operated by the Traill County Water Resource District  
(the “District”), as shown on the plans submitted with Applicant’s *Application to Install a  
Subsurface Drain No. \_\_\_\_\_*, dated \_\_\_\_\_ (“Applicant’s Tile App”).

Applicant may install \_\_\_\_\_  
[describe type and number of outlets] to discharge into the Drain in the \_\_\_\_\_ Quarter of  
Section \_\_\_\_ of \_\_\_\_\_ Township, Traill County, North Dakota, in accordance with the  
plans attached to Applicant’s Tile App, subject to the terms contained in this Permit.

Installation and maintenance of Applicant’s tile outlets into the Drain will conform to the  
following provisions:

1. Applicant will complete construction and maintenance at Applicant’s sole expense.
2. Applicant will place Applicant’s tile outlets at the designated depth below the original design grade as set forth in the plans submitted, or as directed by the District.
3. Within 30 days after construction, maintenance, relocation, or removal of Applicant’s tile outlets, Applicant will remove any right of way scars; Applicant will restore any disturbed areas to original condition; and Applicant will re-seed the vicinity disturbed by Applicant’s activities. Applicant will maintain any disturbed areas for a period of one year from the date of completion.
4. Applicant will install marker posts at all crossings on the District’s right of way line, or at any other point as designated by the District.

5. Applicant will complete installation, maintenance, relocation, and/or removal of Applicant's tile, tile outlets, or related appurtenances on the District's right of way in a manner satisfactory to the District.
6. The District will not be liable for any damages to Applicant's tile, any tile outlets, or any of Applicant's other property resulting from reconstruction or maintenance of the Drain or any of the District's facilities or right of way. Applicant will release, defend, indemnify, and hold harmless the District, and all of the District's employees, officers, agents, and representatives, from and against any and all claims, demands, causes of action, or demands for relief, including costs, expenses, and attorneys' fees, that may arise out of or result from any acts or omissions regarding this Permit or Applicant's installation or maintenance of Applicant's tile or any tile outlet, or any accident, injury, or damage to person, property, or equipment as a result of Applicant's entry upon or use of the District's right of way or property.
7. Applicant, at Applicant's own cost, will repair or replace the District's structures, facilities, right of way, or any other property owned by the District, as well as any existing utilities located on, over, or under the District's right of way, which may be damaged or affected as a result of Applicant's installation and maintenance of Applicant's tile, any tile outlet, or any of Applicant's other property on the District's right of way, or otherwise as a result of Applicant's entry upon or use of the District's right of way.
8. Applicant will promptly remove, relocate, or adjust Applicant's tile, any tile outlet, or any of Applicant's other property, all at Applicant's sole cost and expense when requested to do so by the District for purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, or improving the Drain or any of the District's facilities.
9. Applicant will be solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of any other federal, state, county, or local governments or governmental entities, which may be applicable regarding Applicant's activities. Further, Applicant will be solely responsible for obtaining all applicable licenses, permits, or other approvals necessary, if any, regarding Applicant's tile system and regarding Applicant's activities under this Permit.
10. Applicant will be solely responsible for all costs and expenses associated with complying with Applicant's obligations under this Permit.
11. Applicant will not transfer or assign this Permit, or any of Applicant's rights or obligations under this Permit, without the express written consent of the District. However, this Permit, and all of Applicant's obligations, responsibilities, liabilities, and undertakings created under this Permit, will run with the property tiled in accordance with Applicant's Tile App (the "Permit Property"), including all conditions attached by the District regarding the District's approval of Applicant's Tile App; this Permit will be binding upon the current and future

owners of the Permit Property and upon Applicant's heirs, successors, and assigns of the Permit Property.

12. To the extent there is more than one applicant that comprises "Applicant" under this Permit, the Applicant's obligations, duties, and responsibilities under this Permit are joint and several, and each of the applicants that comprise "Applicant" are also individually liable for the duties, obligations, and responsibilities of the Applicant under this Permit. Any reference to the Applicant contained in this Permit includes each of the applicants individually as well as collectively.
13. Special Conditions:
  - A. Any tile outlet will include erosion protection in the form of riprap (or other approved method) from the outlet to the bottom of the the Drain channel. The erosion protection must be shaped in a manner that conveys all flows on the armament.
  - B. Applicant, or Applicant's successor or assign, is solely responsible for the perpetual maintenance of any tile outlet and all erosion protection, at Applicant's cost.
  - C. Applicant is solely responsible for any costs associated with repairs to the the Drain side-slope and bottom of the channel in the event Applicant's erosion protection fails or is otherwise insufficient.
  - D. Any excavation that occurs within the District's the Drain right-of-way, including the channel side-slope, must be adequately graded and seeded at the conclusion of the tile installation. Applicant is solely responsible for the establishment of sufficient vegetation following seeding.
  - E. Applicant is solely responsible for any side-slope failures or slumping that occurs as a result of the tile project or Applicant's tile outlet, and is solely responsible for the costs of repairing any damages that result from the tile or the tile outlet.
  - F. Applicant specifically understands and agrees that farming within the Drain right-of-way is prohibited; in the event Applicant violates this prohibition, and farms within the Drain right-of-way, Applicant is solely responsible for the costs of re-seeding and establishing vegetation within the Drain right-of-way.
  - G. Applicant may not locate any pump, outlet, or other component on the interior slope of the Drain.

Applicant agrees to the above terms and conditions. This application will become effective as a Permit upon execution by both Applicant and the District.

APPLICANT:

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[Name of Applicant]

TRAILL COUNTY WATER  
RESOURCE DISTRICT

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Jason Siegert, Chair

ATTEST:

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Nettie Johnson  
Secretary-Treasurer

Date Approved: \_\_\_\_\_