

CEDAR COUNTY SECONDARY ROAD DEPARTMENT
DITCH CLEANING PERMIT AND AGREEMENT

Cedar County, State of Iowa, and

(hereinafter referred to as property owner or authorized representative) do hereby enter into the following permit and agreement:

1. Cedar County hereby consents to and grants permission to the property owner or authorized representative to clean the roadway ditch adjacent to the county road described as follows:

TOWNSHIP _____

RANGE _____

SECTION _____

2. In consideration of Cedar County granting said permission and consent, the property owner or authorized representative hereby promises and agrees to the following:

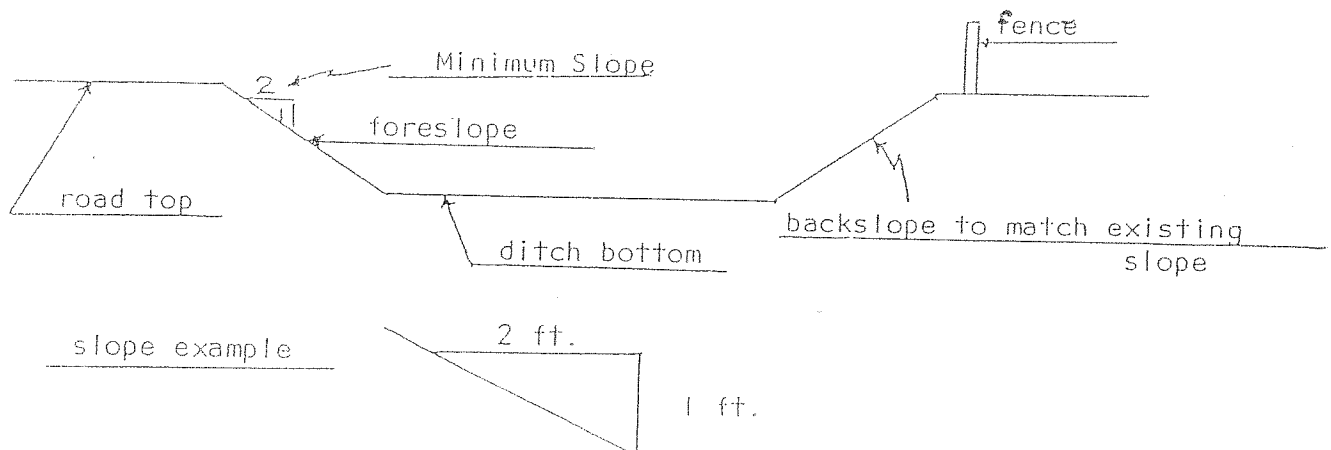
A. The property owner or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as, but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed.

B. In the cleaning of the roadway ditch, no natural drainage course will be changed, altered, or blocked.

C. The cleaned ditch shall be left in a satisfactory condition subject to the approval of the County Engineer.

D. The traveled portion of the roadway surface shall not be damaged or disturbed.

E. The foreslope and backslope of the roadway ditch shall be left in a satisfactory condition so as to prevent slough off during inclement weather in accordance with the diagram below:



F. The property owner or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone cable.

G. The property owner or authorized representative assumes all liability for and agrees to reimburse Cedar County for any damage to the roadway or ditch caused by the cleaning of said ditch.

H. Property owner or authorized representative will reseed the disturbed areas. Cedar County will furnish necessary seed to do so.

I. PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE HEREBY AGREES TO SAVE HARMLESS AND INDEMNIFY CEDAR COUNTY AGAINST ANY AND ALL CLAIMS FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF WORK PERFORMED OR ACTIONS TAKEN BY PROPERTY OWNER OR HIS AUTHORIZED REPRESENTATIVE PURSUANT TO THIS PERMIT AGREEMENT.

J. NOT CONFORMING OR ACQUIRING A PERMIT IS A VIOLATION OF SECTION 318.8 2021 CODE OF IOWA.

3. All work done by property owner or authorized representative pursuant to this agreement shall be completed

prior to the _____ day of _____.

Entered into this _____ day of _____.

Cedar County Engineer

Property Owner or Authorized Representative

Address

Telephone

IOWA ONE CALL: TELEPHONE: 1-800-292-8989