

PERHAM TOWNSHIP UTILITY PERMIT

Little McDonald, Kerbs and Paul Lakes Improvement District, whose address is P.O. Box 133, Perham, Minnesota 56573-0133 (the "Applicant"), hereby applies for a permit on this _____ day of January, 2017, to install, operate, maintain, relocate, or remove a system of buried pipe (the "Utilities") in the right-of-way owned by Perham Township, a Minnesota political subdivision (the "Township"), as shown in the plans attached as Exhibit A.

The Applicant will install, operate, maintain, relocate, or remove its Utilities on, through, and under the real estate described in Exhibit A.

On September 6, 2016, the Township's governing body met and approved the Applicant to install, operate, maintain, relocate, or remove the Utilities in the right-of-way owned by the Township.

Installation, operation, maintenance, relocation, or removal of the Applicant's Utilities on the Township's right-of-way shall conform to the following provisions:

- (1) The Applicant shall complete construction and maintenance at the Applicant's sole expense.
- (2) The Applicant shall place its Utilities at the designated depth as set forth in the plans submitted.
- (3) Within thirty (30) days after installation, operation, maintenance, relocation, or removal of the Applicant's Utilities, the Applicant shall restore any disturbed areas where installation, operation, maintenance, relocation, or removal of its Utilities occurred to the original condition, and the Applicant shall reseed the vicinity disturbed by the Applicant's activities. The Applicant shall maintain the area for a period of one (1) year from the date of completion.
- (4) The Applicant shall install marker posts at all crossings on the right-of-way line, or at any other point as designated by the Township.
- (5) The Applicant shall complete installation, operation, maintenance, improvements, relocation, and/or removal of the Applicant's Utilities on the Township's right-of-way in a manner reasonably satisfactory to the Township.
- (6) Following substantial completion of the construction of the Applicant's Utilities, the Applicant will not install, operate, maintain, improve, relocate, or remove the Applicant's Utilities in any manner that disrupts or interferes with the Township's right-of-way or the Township's use of its property or facilities.
- (7) The Township shall not be liable for damage to the Applicant's Utilities resulting from reconstruction or maintenance of the Township's facilities or right-of-way. The Applicant hereby releases the Township, and shall defend, indemnify, and hold harmless the Township, and all of the Township's employees, officers, and agents, 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 the Applicant's installation or maintenance of its Utilities under this permit, or any accident, injury, or damage to person, property, or equipment as a result of the Applicant's entry upon or use of the Township's right-of-way or property. In the event that any claims, demands, causes of action, or demands for relief arise against the Township, its employees, officers, or agents, the Township shall give reasonable notice to the Applicant and properly tender any and all defenses and information regarding the claim, demand, cause of action, or demand for relief. If the Township fails to give reasonable notice of any claims, demands, causes of action, or demands for relief and the statute of limitations for that claim, demand, cause of action, or demand for relief expires, the Applicant shall not be liable due to the Township's failure to give notice. Stacking of claims is prohibited and the Township shall only be liable pursuant to liability limits under Minnesota law.

(8) The Applicant, at its own cost, shall repair or replace the Township's structures, facilities, right-of-way, or any other property owned by the Township, as well as any existing utilities located on, over, or under the Township's right-of-way, which may be damaged or affected as a result of the Applicant's installation and maintenance of the Applicant's Utilities on the Township's right-of-way.

(9) The Applicant shall 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 to the Applicant's activities. Further, the Applicant shall be solely responsible for obtaining all applicable licenses, permits, or other approvals necessary, if any, regarding the Applicant's activities under this permit.

(10) The Applicant shall be solely responsible for all costs and expenses associated with complying with its obligations under this permit.

(11) This permit will be construed and enforced in accordance with Minnesota law.

(12) If any court of competent jurisdiction finds any provision or part of this permit is invalid, illegal, or unenforceable, that portion will be deemed severed from this permit, and all remaining terms and provisions of this permit will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this permit is invalid, illegal, or unenforceable.

(13) Any modifications or amendments of this permit must be in writing and signed by the Applicant and the Township.

The Applicant hereby agrees to the above terms and conditions. This application shall become effective on the date written above, as a permit to do the work described, once both the Applicant and Township sign below.

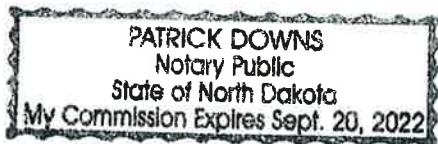
APPLICANT:

LITTLE MCDONALD, KERBS, AND
PAUL LAKES IMPROVEMENT
DISTRICT

BY: Roger A. Neiteke
Its Representative

STATE OF MINNESOTA)
) ss.
COUNTY OF OTTER TAIL)

On this 10th day of January, 2017, before me, a Notary Public in and for said County and State, personally appeared Roger Neiteke, known to me to be a representative of Little McDonald, Kerbs and Paul Lakes Improvement District, that is described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same on behalf of Little McDonald, Kerbs and Paul Lakes Improvement District.




(SEAL)

Patrick Downs
Notary Public, ~~Otter Tail County, MN~~ Cass County, ND
My Commission Expires:
Sept 20, 2022

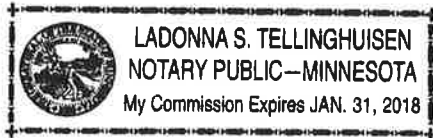
TOWNSHIP:

PERHAM TOWNSHIP

BY: 
Its Representative

STATE OF MINNESOTA)
) ss.
COUNTY OF OTTER TAIL)

On this 3rd day of January, 2017, before me, a Notary Public in and for said County and State, personally appeared Kelvin Rudolph, known to me to be a representative of Perham Township, that is described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same on behalf of Perham Township.



(SEAL)


Notary Public, Otter Tail County, MN
My Commission Expires: Jan 31, 2018