

LICENSE AGREEMENT
(Private Drainage/Utilities)

This license agreement (Agreement) is effective as of _____, 20____, by and between The Board of County Road Commissioners of the County of Monroe, 840 S Telegraph Road, Monroe, MI, 48161 (referred to herein as Licensor or Road Commission), and _____ a Michigan corporation, _____, MI _____, (referred to herein as Licensee or _____), on the following terms and conditions:

RECITALS

1. The Road Commission has jurisdiction of and control over the public road known as _____ within Monroe County, Michigan.
2. _____ is the owner of property bordering either side of in Section _____, _____ Township, between _____ and _____ in Monroe County.
3. _____ desires to extend a private drainage tile under _____ to drain existing farm fields.
4. In order to extend said drainage tile, _____ has obtained the necessary permit to work within the road right of way and must comply with all requirements of that permit in addition to signing this agreement to memorialize the authority to extend drainage tile under _____.
5. **Grant of license.** The Road Commission grants to _____ the right to install and maintain private drainage tile under _____ in accordance with the requirements of Permit No. _____ issued by the Road Commission.
6. **Reimbursement for damages.** Licensee shall reimburse Licensor for any damages to _____ caused by Licensee or Licensee's agent's activities.
7. **Revocation.** This license is revocable at will by Licensor in its sole discretion by giving 30 days' written notice to Licensee of the termination.
8. **MISS DIG System.** Licensee is responsible for reporting and maintaining the tile on the MISS DIG System.
9. **Indemnification, release and waiver.** Licensee agrees to indemnify Licensor and hold Licensor harmless against any claims, actions, damages, or liability which arises as a result of Licensee's activities under this license. Licensee is solely responsible for the installation and maintenance of the private drainage tile. Licensee also waives any right of recovery it may now or subsequently have against Licensor and completely releases Licensor for any loss or damage arising out of Licensor's use of the license area.
10. **Binding Effect.** The terms and conditions of this license agreement are binding on the parties, their heirs, successors and assigns.
11. **Effective date.** This license Agreement is effective as of the date first stated above.

**LICENSOR: Board of County Road Commissioners
of the County of Monroe**

Randy Pierce, Managing Director

STATE OF MICHIGAN)
COUNTY OF MONROE)

Subscribed and sworn to before me on _____, 20____, by Randy
Pierce, Managing Director, for and on behalf of the Board of County Road Commissioners
of the County of Monroe.

_____, Notary Public
Monroe County, Michigan
Acting in Monroe County
My commission expires: _____.

LICENSEE: _____.

_____, President

STATE OF MICHIGAN)
COUNTY OF MONROE)

Subscribed and sworn to before me on _____, 20___, by _____,
President of _____, for and on behalf of the corporation.

_____, Notary Public

Prepared by and return to upon recording:
Matthew Snell, P.E.
Monroe County Road Commission
840 S Telegraph Road
Monroe, MI 48161
734-240-5143