

**TOWN OF LIVONIA, LOUISIANA
CULVERT APPLICATION AND AGREEMENT**

IMPORTANT – COMPLETE ALL ITEMS BELOW

NEW INSTALL: \$50.00
REPLACE EXISTING: NO CHARGE

PROPERTY OWNER: _____ PHONE: _____

CONTACT NAME: _____ PHONE: _____

PHYSICAL ADDRESS: _____, LIVONIA, LA
(Address where culverts are to be installed)

NOTE: Mark the location where the culverts are to be installed and give a brief description below.

The Town of Livonia will NOT install any culverts other than primary driveway culverts. You are responsible for purchasing your own culverts, catch basins, dirt, and all other necessary supplies. You are responsible for the installation of all culverts other than the primary culvert.

Signature of Landowner: _____ Date: _____

DO NOT WRITE BELOW THIS AREA – FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED: _____ BY: _____

MEASURED BY TOWN: CULVERT DIAMETER: _____ INCHES _____ FEET OF PIPE

CATCH BASINS: yes or no If yes, how many: _____ SIZE: _____

OTHER MATERIALS NEEDED: _____

MEASURED BY: _____ DATE: _____

NOTIFIED PROPERTY OWNER: Date: _____

NOTES:

RELEASE FROM LIABILITY

**STATE OF LOUISIANA
PARISH OF POINTE COUPEE**

NAME: _____

PHYSICAL ADDRESS: _____, **LIVONIA, LA 70755**

Initials:

_____ I am a person of the age of majority and with full understanding and competence, and being an owner of property in Livonia, Louisiana, and I do hereby acknowledge the following:

_____ I am aware that this is intended to be and will be a legally binding document, both on me, my heirs, assigns, vendees and successors in title and ownership;

_____ I further hereby recognize and understand that I have had the opportunity to consult with an attorney prior to execution of this document, and have either done so or waived my right to do so;

_____ I further hereby signify acceptance and agreement to the Town of Livonia for installing primary driveway culverts, as well as any work incidental thereto, including but not limited to the digging of ditches and backfilling of dirt;

_____ I further agree that I will hold the Town of Livonia, its officers, employee(s), elected officials, employees and agents, completely, unequivocally and without reservation, free from any and all future financial responsibility or liability for the preparation, installation, quality of materials or workmanship, or product liability in conjunction with the culvert project on my property;

_____ I do hereby further acknowledge that I am aware of the following non-exclusive list of potential problems associated with the culvert installation and expressly agree to release the Town of Livonia from any liability:

1. Delay for commencing or completion of installation of culverts, be it from the fault of myself, third parties, fortuitous or unforeseen circumstances;
2. Misalignment due to improper backfilling of dirt or inadequate dirt coverage;
3. Ruts from equipment or scratch marks in yards, street shoulders or existing landscape;
4. Pipe or catch basin floating due to inadequate or improper backfilling techniques or standing water;

_____ I further hereby renounce, waive and reject, without any reservation, any and all rights, remedies, claims, demands and/or causes of action, which I may now have or subsequently acquire, as a result of or on account of, with respect to or in any way connected to said culvert installation, or to any future obligation or duty of the Town of Livonia.

Obligations of Landowners

_____ I further understand that I am responsible for 100% of all material cost including but not limited to the culvert cost, catch basin costs and 100% of the dirt costs; I further understand that if the ditch is not properly backfilled and the proper hardware is not installed (including grating) within fourteen (14) days, the Town will complete the project and bill the property owner, and if the bill is not paid within 30 days, the Town may place a lien on said property;

_____ I further understand that if said culverts are obstructing drainage in any way, the town may remove the culverts as necessary to allow proper drainage; and

_____ I further understand and acknowledge that I have been provided a copy of the Specifications and Limitations provision adopted by the Town of Livonia, and agree to same.

Landowner

Date

Witness

Witness