

Permit For Occupation of Levee Right-Of-Way

This agreement is entered between: the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a governmental subdivision of the State of Nebraska, with offices at 8901 South 154th Street, Omaha, Nebraska, hereinafter called "the District" and the _____, hereinafter called "the Permittee", witnesseth that,

WHEREAS, the Permittee desires to _____
(hereafter called "the Construction") in the District's Levee and channel right-of-way in _____ of Section -, T _____, Range _____, _____ County, Nebraska.

WHEREAS, the District is agreeable to permit the construction in the aforesaid levee right-of-way in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of their mutual covenants herein expressed, it is agreed between the District and the Permittee that approval to construct, operate and maintain the construction, in accordance with the plans and specifications for a _____ herein by reference is hereby granted to the Permittee subject to the following conditions.-

1. Levee and channel facilities and appurtenances thereof damaged as a result of the installation, operation and maintenance of the construction are properly and immediately restored to their "as built" condition. This shall include but not be limited to the following:
 - (a) all excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent levee,
 - (b) all seeded areas which are disturbed shall be re-seeded and an acceptable cover established,
 - (c) all materials, pipe, debris and other material shall be removed from the site following completion of the construction.
 - (d) a new three inch (Y) thick by ten foot (10') wide crushed limestone (1-1/2 inch crusher run) surfacing will be placed on all traveled unpaved portions of levee roadway, unless District waives this requirement at the project final inspection.

2. The Permittee agrees to pay for all damages occasioned to the levee system arising out of the construction and/or the use of the levee system by the Permittee and/or its contractors. In the event of any damage to the levee system caused by

the installation, operation or maintenance of the construction, the District shall notify the Permittee, who shall promptly cause such damage to be properly repaired to the satisfaction of the District. In the event that such damaged portions of the levee are not promptly or properly repaired by the Permittee, the District shall make the repairs and, following demand, shall have an action against the Permittee for the actual cost of such repairs, and for a reasonable fee for associated administration costs and for attorney fees.

3. The Permittee agrees to hold the District harmless from and against any and all liability, causes of action and claims occasioned by the use of said levee system by the Permittee, including liability for any injury to any personnel employed by the Permittee, and personnel employed by contractors or subcontractors of the Permittee, or personnel of the District, except for the negligence of the District, its agents and employees.
4. Use of the levee for vehicular traffic shall be limited to the area designated in the preceding paragraphs and shall be limited to 3/4 ton rated pickups and automobiles, except in the immediate work area.
5. The Permittee agrees to reimburse the District for any costs associated with inspection of the work permitted under this agreement, which costs should be itemized and forwarded by the District within ninety days after their accrual.
6. The Permittee agrees to notify the District 24 hours prior to beginning the construction on said levee system.
7. Upon completion of the construction or any modifications thereto, the Permittee shall furnish to the District two copies of "as built" plans for the construction or modification, if it differs from the approved plans.
8. In the event the Corps of Engineers or the District shall determine that it shall be necessary to re-shape or re-build the levee, and in the event such work shall necessitate the removal, reinstallation, replacement, relocation and/or alteration of the Permittee's construction, Permittee agrees to have done or reimburse the District upon demand, for that part of the cost of such work that shall be determined by the District to be attributable to such removal, installation, replacement, relocation and/or alteration of the Permittee's construction.
9. The Permittee shall maintain the construction in a manner which will not interfere with the continued operation and maintenance of the levee and channel facilities. The level of flood protection afforded by the levee system must be maintained at all times.
10. Permittee assumes the entire risk of loss or damage to its construction, from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only the sole negligence of the District or its officers and employees.

11. It is understood that this agreement does not include a warranty by the District of its title to the right-of-way or to the interest herein conveyed. It shall be the responsibility of the Permittee to secure such other approvals as shall be necessary for its construction

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the respective dates shown.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____ Dated _____
John G. Winkler, General Manager

ATTEST:

By _____ Dated _____
Marlin J. Petermann, Asst. General Manager

By _____ Dated _____
Title _____

ATTEST:

By _____ Dated _____
Title _____