

**PERMIT TO CONSTRUCT STRUCTURE(S) ON THE PROPERTY
OF
THE CENTRAL NEBRASKA PUBLIC POWER
AND IRRIGATION DISTRICT**

The Central Nebraska Public Power & Irrigation District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "Central District," whose address is 415 Lincoln St., P.O. Box 740, Holdrege, NE 68949-0740, in consideration of the fees to be paid and the covenants to be kept and performed by:

Applicant:

Legal:

911 Address:

County:

Account No:

Telephone No.:

hereinafter called "Licensee," hereby grants to the Licensee the right to construct, operate, maintain, repair, inspect, use, and remove the following described structure(s) on, above or under the following described property owned by the Central District and the right to enter said property for said purposes:

Description of Structure(s): Licensee desires to (outline work to be done)

Legal Description of Location of Structure(s): Lot #, Area, County

911 Enhanced Address of Location of Structure(s): 911 Address

This Permit is given upon the following terms and conditions:

1. FEES.

(a) **Administrative Fee.** Licensee will pay in advance to the Central District for this Permit an administrative fee in the sum of _____ (\$ _____), and the Licensee will also pay all taxes and assessments that may be levied or assessed against the above described structure(s). This provision shall in no way affect the Central District's right to terminate this Permit pursuant to Paragraph Fifteen (15) hereof.

(b) **Use Fee.** Licensee will pay in advance to the Central District for this Permit a one-time Use Fee in the amount of _____ (\$ _____) payable in advance by the Licensee to the Central District upon the Licensee's signing of this Permit and prior to the Central District's execution of this Permit.

(c) **Annual Fee.**

(1) The Annual Fee for the permission herein granted shall be _____ (\$ _____) per annum payable in advance to the Central District by the Licensee on _____ of each year, and time is of the essence of said payment.

(2) It is agreed that for the permit year beginning _____, and each permit year thereafter, the Board of Directors of the Central District reserves the right to adjust the Annual Fee and Licensee agrees to pay in advance to the Central District such adjusted Annual Fee provided the Central District notifies Licensee of the adjusted amount prior to February 1 for the permit year beginning _____.

(d) **Inspection Fee.** In addition to the administrative fee, Licensee will pay to the Central District an inspection(s) and final evaluation fee in the sum of _____ (\$ _____) upon completion of the work covered under this Permit. The Central District must be notified when the construction is completed. A final inspection will then be performed.

(e) It is expressly understood and agreed that the Licensee has paid the current annual rental due the Central District for the Residential Lease Agreement for the Legal Lot described above and if the Licensee does not pay the annual rental for each lease year hereafter when the annual rental is due and payable to the Central District for the said Legal Lot this Permit may be terminated by the Central District pursuant to Paragraph Fifteen (15) hereof.

2. FINAL INSPECTION.

This Permit is subject to a final inspection by a Central District representative and approval by the Central District of the completed project in writing. Licensee must notify the Central District at the completion of the work for the final inspection. If Licensee fails to comply with this provision, this Permit may be subject to suspension, modification or revocation.

3. **SPECIAL PROVISIONS:**

(a) **ARMY CORPS OF ENGINEERS 404 PERMIT**

This Permit is subject to the Army Corps of Engineers 404 Permit. All necessary dredge and fill permits shall be submitted by the Licensee at the Licensee's expense and approved by all appropriate federal and/or state agencies prior to the execution of this Permit by the Central District. Copies of the 404 permit application and all attachments submitted to the Army Corps of Engineers must be attached to this Permit.

[ADD DATE OF ATTACHED ARMY CORPS PERMIT]

4. **LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

(a) This Permit is subject and subordinate to the prior and continuing right and obligation of the Central District to use and maintain its entire property including the right and power of the Central District to construct, maintain, repair, renew, use, operate, change, modify or relocate any of its facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Central District without liability to the Licensee or to any other party for compensation or damages.

(b) This Permit is also subject to easements, leases and licenses, if any, heretofore granted by the Central District affecting the premises upon which said structure(s) is to be located.

5. **CONSTRUCTION, OPERATION AND MAINTENANCE.**

(a) The structure(s) shall be constructed, operated, maintained, repaired, inspected, used, and removed by the Licensee in strict conformity with the requirements of the Central District and all applicable requirements of any federal, state or municipal law or regulation, including all applicable dredge and fill permits, building, zoning and safety codes. The construction plans for said structure(s) shall be submitted by Licensee to the Central District and must be approved in writing by the Central District prior to construction of said structure(s).

(b) The Central District shall have the right, for reasons of safety or otherwise, to require that repairs be made to said structure(s), and upon request from the Central District, Licensee shall immediately make such repairs at Licensee's expense.

(c) All work performed on property of the Central District in connection with the construction, operation, maintenance, repair, inspection, use, and removal of said structure(s) shall be done to the satisfaction of the Central District.

(d) The Licensee and Licensee's assigns are responsible for insuring the construction, operation, maintenance, repair, inspection(s), use and removal of the structure(s) and structure area shall not endanger health, create a nuisance, or otherwise be incompatible with any rules and regulations as may now or hereafter be required by the Department of Health of the State of Nebraska or its successor and of the Central District.

6. **LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire expense incurred in connection with the construction, operation, maintenance, repair, inspection, use, and removal of the structure(s), including any and all expense which may be incurred by the Central District in connection therewith.

7. **RELOCATION OR REMOVAL OF STRUCTURE(S).**

This Permit is subject to the needs and requirements of the Central District in the operation of its project and in the improvement and use of its property and facilities, and the Licensee shall immediately, at the sole expense of the Licensee, change, modify, relocate or remove all or any portion of the structure(s) as the Central District may designate, whenever, in the furtherance of its needs and requirements, the Central District shall find such action necessary or desirable.

8. **NO INTERFERENCE WITH CENTRAL DISTRICT'S OPERATION.**

The structure(s) and all parts thereof within and outside of the limits of the property of the Central District shall be constructed and, at all times, operated, maintained, repaired, inspected, used and removed in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the property and facilities of the Central District, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

9. **PROTECTION OF UNDERGROUND FACILITIES.**

(a) Underground facilities such as fiber optic cable systems and gas pipelines may be buried on the Central District's property. Before beginning any excavation on the property of the Central District, Licensee shall telephone Diggers Hotline of Nebraska at 1-800-331-5666 (a 24-hour number) as required by the Nebraska One Call Notification System Act

(Neb. Rev. Stat. §§ 76-2301 etc.) to properly locate all underground facilities that may be buried in the area to be excavated. Licensee shall indemnify and hold the Central District harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph or the provisions of the Nebraska One Call Notification System Act.

(b) In addition to other indemnity provisions in this Permit, the Licensee shall indemnify and hold the Central District harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any underground facilities on Central District's property, and/or (2) any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to an Owner of an underground facility located on the Central District's property or a customer or user of services of such underground facility.

10. RESTORATION OF CENTRAL DISTRICT'S PROPERTY.

In the event the Central District authorizes the Licensee to take down any fence of the Central District or in any manner move or disturb any of the other property or facilities of the Central District in connection with the construction, operation, maintenance, repair, inspection, use, and removal of the structure(s), then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property or facilities to the same condition as the same were in before such fence was taken down or such other property or facilities was moved or disturbed, and the Licensee shall indemnify and hold harmless the Central District, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property or facilities of the Central District.

11. DAMAGE TO STRUCTURES.

It is understood by the parties that said structure(s) will be in danger of damage or destruction by flood or other causes incident to the use, operation, maintenance or improvement of the Central District's property and facilities, and Licensee accepts this Permit subject to such dangers. It is therefore agreed, as one of the material considerations of this Permit, without which the same would not be granted, that Licensee hereby assumes all risk of loss, damage, or destruction to said structure(s) without regard to whether such loss be occasioned by flood or other causes incident to or arising from the use, operation, maintenance or improvement of the Central District's property and facilities, OR TO WHETHER SUCH LOSS OR DAMAGE BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF THE CENTRAL DISTRICT OR ITS OFFICERS, AGENTS AND EMPLOYEES.

12. INDEMNITY.

(a) As used in this section, "Central District" includes the Central District and its officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Central District's officers, agents and employees, the Licensee's officers, agents and employees, as well as any other person); and/or (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the property or facilities of the Central District, or property or facilities in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Central District from any loss which is due to or arises from: (i) The prosecution of any work contemplated by this Permit, including the construction, maintenance, repair, inspection, modification, relocation or removal of the structure(s) or any part thereof; or (ii) the presence, operation, or use of the structure(s) or contents, if any, escaping therefrom.

13. REMOVAL OF STRUCTURE(S) UPON TERMINATION OF PERMIT.

Prior to the termination of this Permit howsoever, the Licensee shall, at Licensee's sole expense, take all reasonable precautions to insure that removal of the structure(s) from the Central District's property will occur in a manner that will protect the scenic, recreational, and environmental values of the Project described below, and shall restore, to the satisfaction of the Central District, such property to as good condition as it was in at the time of construction of the structure(s). If the Licensee fails to do the foregoing, the Central District may do such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Central District of the structure(s) of the Licensee and of the restoration of the property as herein provided, the Central District shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Central District may have against the Licensee.

14. WAIVER OF BREACH.

The waiver by the Central District of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Central District to avail itself of any remedy for any subsequent breach thereof.

15. TERMINATION.

(a) If the Licensee does not complete the construction of the structure(s) or does not use the right herein granted or the structure(s) for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Central District to the Licensee specifying such default, the Central District may, at its option, forthwith immediately terminate this Permit by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Permit shall also terminate upon sixty (60) days advance written notice by either party to the other party.

(c) All notices required under this Permit shall be deemed good if properly deposited with the United States Postal Service addressed to the party being notified at such party's post office address above stated.

16. FEDERAL ENERGY REGULATORY COMMISSION AUTHORITY.

In addition to the above, this Permit is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein because of its location within the FERC Project boundary.

(a) The following terms as used in this Permit shall have the meanings as defined in this Paragraph.

(1) "FERC" shall mean the Federal Energy Regulatory Commission or its successor.

(2) "Project" shall mean Project No. 1417 as licensed by the FERC.

(b) The use of the property of the Central District, including its use for access to the Central District's lakes or reservoirs, shall be at the sole risk of the Licensee without any liability on the part of the Central District.

(c) Licensee shall not unduly restrict public access to Project water. Licensee shall take all reasonable precautions to ensure that construction, operation, maintenance, repair, inspection, use, and removal of structure(s) on the property of the Central District will occur in a manner that will protect the scenic, recreational, and environmental values of the Project. The use of the property of the Central District, as permitted herein, shall not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Project, including particularly the Cultural Resources Management Plan and the Land and Shoreline Management Plan, as required by the FERC. The Central District retains the right to enforce these provisions by any reasonable means including, without limitation, the right to perform inspections, direction to cease inappropriate land use or to remove inappropriate structure(s), and termination of this Permit.

(d) In granting this Permit, the Central District is under no obligation to maintain any dam or other water control facility, or to maintain water levels at the aforementioned lakes or reservoirs at any particular level or elevation. The Central District shall have no liability for loss, cost or damage, actions at law or in equity, brought, acquiesced in, or acted upon by or on the part of Licensee as against the Central District.

(e) In granting this Permit, the Central District retains the right to use and to flow waters of the Central District's lakes or reservoirs by means of dams or otherwise, and to maintain the said water or waters therein, at any height which it may desire at any time and for any purpose whatsoever and to overflow and flood the property of the Central District directly or indirectly by backflow, seepage, erosion, inundation or otherwise. The foregoing is to be without any let or hindrance and without liability for loss, cost or damage, actions at law or in equity, brought, acquiesced in, or acted upon by or on the part of Licensee as against the Central District.

(f) In granting this Permit, the Central District retains the right to enter upon its property for all purposes necessary or appropriate for the construction, maintenance and operations of the Project, including without limitation purposes related to the control of water levels in the aforementioned lakes or reservoirs.

(g) Notwithstanding any provision contained in this Permit, the Central District retains the right to perform any and all acts required by an order of the FERC without the prior approval of the Licensee and without liability to the Licensee or to any other party for compensation or damages.

IN WITNESS WHEREOF, the parties have duly executed this Permit the day and year shown below.

(signature blocks and signature acknowledgment blocks to be inserted)