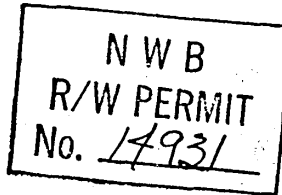


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This agreement is entered between: the PAPIO NATURAL RESOURCES DISTRICT, a governmental subdivision of the State of Nebraska, with offices at 3015 Menke Circle, Omaha, Nebraska, hereinafter called "the District" and the NORTHWESTERN BELL TELEPHONE COMPANY, 100 South 19th Street, Omaha, Nebraska, hereinafter called "the Permittee", witnesseth that,

WHEREAS, the Permittee desires to install, operate and maintain a 6 Way Conduit System and utilize the existing levee for construction site access, hereinafter called "the Construction" on levee right-of-way used by the District for the purpose of construction, operating, and maintaining a levee and channel constructed as a portion of the Papillion Creek Levee System which right-of-way is located in the Southeast Quarter ($\frac{1}{4}$), Section 12, Township 14 North, Range 12 East, Douglas 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 said Conduit System identified as Estimate D8202 and as prepared by the Northwestern Bell Telephone Company, 100 South 19th Street, Omaha, Nebraska and incorporated herein by reference is hereby granted to the Permittee subject to the following conditions:

1. Levee and channel facilities 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 reseeded and an acceptable cover established,

(c) all materials, pipe, debris and other material shall be removed from the site following completion of the construction.

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 reasonable cost of such repairs, ~~for~~ ^{AND R.V.T. MC.} a reasonable fee for associated administration costs.

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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 preceeding 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 installation 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 that, after all reasonable and prudent alternatives have been carefully considered, the Corps of Engineers or the District shall determine that it shall be necessary to reshape or rebuild 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.

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 or recklessness of the District, its officers, employees, or agents.

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:

Signed August 9, 1984 THE PAPIO NATURAL RESOURCES DISTRICT

ATTEST:

[Signature]
General Manager

By [Signature]
Chairman, Board of Directors

Signed Aug 2,, 1984 NORTHWESTERN BELL TELEPHONE COMPANY

ATTEST:

[Signature]
R. L. Tessin

By [Signature]
R. G. Finney

Engineer Right-of-Way
Title

District Manager CIM/WEST
Title

Approved:

[Signature]
Project Services Section
Papio Natural Resources District

[Signature]
Legal Counsel
Papio Natural Resources District

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