

Permit No _____

North Kansas City Levee District
TEMPORARY ACCESS PERMIT

THIS AGREEMENT, made and entered into by and between the Board of Supervisors for the North Kansas City Levee District, hereinafter referred to as the "District" and

(Name of Firm)

(Telephone No.) (Street)

_____, _____, _____, hereinafter referred
(City) (State) (Zip)
to as the "Applicant."

WHEREAS, the District has jurisdiction over right of ways owned and maintained by the North Kansas City Levee District; and

WHEREAS, the District believes it is in the best interest of the property owners within the boundaries of the North Kansas City Levee District to permit access to the Levee to perform certain work or projects upon its right of ways; and

WHEREAS, the Applicant requests permission and authority from the District for access to the Levee to perform certain work (the "Work"), described below.

NOW THEREFORE, in consideration of the permission granted hereunder by the District to utilize District right of ways in the manner described above, the following terms and conditions are mutually agreed by the Applicant and the District.

1. WORK: Applicant agrees to notify the District or its duly authorized representative before work is initiated and again when work is completed.

1.1 The work to be performed by the Applicant is limited to the following:
_____.

1.2 The Work is located on District right of way between levee station _____ and station _____.

1.3 The Work is located on Levee District right of way in, upon or along the (check the appropriate box): Missouri Main Stem Levee, Perkin's Levee or Hillside Levee.

1.4 An approved, signed copy of this Permit shall remain on the premises before and during the period any work is performed.

2. **TERM.** The term of this Permit shall be for a period beginning _____ and ending _____ (_____ days).

2.1 All work, including right of way restoration, shall be completed within the time prescribed above, unless extended in writing by the District; otherwise, this Permit expires. If work has not been started within the completion time, this Permit shall become null and void.

3. **PERMITTING COSTS:** The Applicant agrees to reimburse the District for legal and administrative costs, for the review, administration and execution of this permit. To that end, Applicant submits with this Permit its check, draft or warrant in the sum of **\$1,000.00**, payable to District and to be held by District as security for payment of costs, on the following terms:

3.1 District shall bill Applicant, on a monthly basis, for all such costs incurred by District in connection with Applicant's use of District's right-of-way; and

3.2 Applicant shall, within ten (10) days after invoice, reimburse District as set forth in the invoice; and

3.3 If Applicant shall at any time fail to reimburse District in a timely manner as called for under this Agreement, then District shall withdraw such funds as are necessary to reimburse District from Applicant's deposit; and District shall thereafter issue to Applicant an Order requiring Applicant to cease and desist from further activity on District's right-of-way until such time as Applicant shall have paid all outstanding invoices and brought Applicant's security deposit balance back to the original sum.

3.4 If at the completion of Applicant's work under this Permit, Applicant shall fail to restore District's right-of-way to the condition in which it existed prior to the commencement of Applicant's work, then District shall be entitled to hire any contractors necessary to return the right-of-way to the condition in which it existed prior to Applicant's access and work, and to retain such part of Applicant's security deposit as may be necessary to cover the costs of such repairs, and to take any other action to which it is entitled under this Agreement or the law.

3.5 If at the completion of its work pursuant to this Permit, Applicant shall have satisfied all invoices from District and shall have satisfactorily restored District's right-of-way to the condition in which it existed prior to the commencement of Applicant's work, then District shall return to Applicant its security deposit, without interest.

4. **INSPECTION:** The Applicant will be responsible for supervising construction to insure compliance with District and the U.S. Army Corps of Engineer's policies and standards.

5. **RIGHT OF WAY:** Except for authorized changes, Applicant agrees to restore said right of way to a condition equal to or better than existed prior to approval of the work described in this permit.

5.1 Any sod, shrubs or trees damaged or destroyed by this work shall be replaced as directed by the District.

5.2 The right of way shall be free from parking, advertising signs or any other commercial activity.

5.3 Storage of materials and equipment within right of way is strictly prohibited unless specifically provided for as part of this Permit.

6. OBSTRUCTION OF TRAFFIC: The Applicant agrees that the Levee Patrol Road (on top of the levee) and right of way access points will be free of interference unless specifically provided for as part of this Permit.

7. BOND WAIVED: In lieu of bond, Applicant agrees that the District may revoke this Permit and remove any work performed. The Applicant agrees to reimburse the District for any cost incurred by the District to restore the right of way. Other costs include, but are not limited to, legal counsel, engineering, materials, equipment and labor. The District will not authorize any other permits until the Applicant has either reimbursed the District or restored the right of way.

8. LIABILITY: The Applicant, its successors or assigns shall assume all risk and liability for accidents and damages that may occur to persons or property on account of this work, and shall indemnify and hold the District harmless from any and all costs, liabilities, expenses, suits, judgments, or damages to persons or property or claims of any nature whatsoever arising out of or in connection with this Permit, or the operation and performance thereunder by the Applicant, their agents, employees or subcontractors.

9. INSURANCE: The Applicant shall provide insurance and shall furnish a Certificate of Insurance naming District as an additional insured and indicating the following coverages:

9.1 Comprehensive Liability: Bodily injury and property damage for which the Contractor is responsible with limits of \$2,000,000 per person and \$2,000,000 per occurrence.

9.2 Workman's Compensation: \$500,000 to cover claims of the Contractor and the contractor's employees.

9.3 Insurance as herein required shall be maintained in force until the final release of the Applicant by the District. The insurance document shall include a clause requiring the insurer to notify the District in writing ten (10) days in advance of any cancellation or change in insurance contracts.

10. LEVEE MAINTENANCE: In the event that the District deems it necessary or proper to make any alteration or improvements along or upon the District right of way which is the subject of this Permit, the Applicant agrees to hold the District harmless for any and all damage or injury to said Applicant's facility, whether finished or unfinished, as well as damage or injury to Applicant's equipment, materials, employees, agents or contractees.

10.1 The Applicant agrees that the work approved on this Permit will be conducted in such a manner as not to interfere with construction or other work being performed by the District or its contractors in the vicinity of the Applicant's work or project.

10.2 The Applicant agrees that the work approved on this Permit will be conducted in such a manner as not to interfere with District's daily security patrols of the levee system.

10.3 The Applicant agrees, that within a reasonable time after receiving written notice from the District that the Applicant's facilities are in conflict with Levee District construction, maintenance operations or security patrols to alter, change location or move their construction work or facilities without cost or expense to the District.

11. FLOODING: In the event that the District deems it necessary to implement its Emergency Operations Plan for the levee system, the District will suspend all work under this permit until further notice from District. The Applicant agrees to hold the District harmless for any and all damage or injury to said Applicant's facility, whether finished or unfinished, as well as damage or injury to Applicant's equipment, materials, employees, agents or contractees.

11.1 The Applicant agrees, within a reasonable time after receiving notice from the District that Emergency Operations have been implemented, to remove all labor, equipment and material from the right of way without cost or expense to the District.

11.2 It is further agreed that written notice will not be required for Permit suspension under flooding conditions.

12. ABANDONED OR RETIRED UTILITIES: The Applicant agrees to notify the District when the permit work has been abandoned or retired and to be responsible for all costs associated with the removal of abandoned or retired utilities upon District right of way. Abandonment of utilities in place will not be allowed.

13. ACCESS: Applicant agrees to access District's right of way only through District's gates, without damage to District's gates or fences, and only pursuant to notice to and permission by District's Inspector or other designee. Applicant further agrees not to obtain or use any key to any of the District's locks unless such a key is provided to Applicant by District's Inspector or other designee.

14. LITIGATION: Applicant agrees that if, due to any breach on Applicant's part of any provision of the permit granted hereunder, District is required to incur any attorney's fees, engineering fees or related fees, cost or expenses in bringing suit or otherwise enforcing its rights, the Applicant shall pay District all such reasonable attorney's fees, engineering fees or related fees, costs or expenses.

APPROVED:

APPLICANT:

President, North Kansas City
Levee District

Date

Company

Secretary to the North
Kansas City Levee District

Date

Street Address

City, State, Zip Code

Signature

Date

PERMIT APPROVAL DATE: _____