

**AGREEMENT TO ALLOW PROJECT FOR
INVASIVE PLANT CONTROL AND RIVER RESTORATION.**

This Agreement is entered into on this date, _____ by and between _____ (Landowner) and the South West Nebraska Weed Management Area (SWWMA), 611 Paxton St., Cambridge, NE 69022.

1. The purpose of the Agreement is to authorize the SWWMA, its employees, agents and assigns to conduct the approved project for controlling invasive plant species within the river channel of the Republican River, on lands owned by the landowner and to assure that the Landowner takes no action that inhibits conducting the project.
2. The Landowner grants to the SWWMA, subject to reasonable notice by the District to the Landowner, the right to ingress and egress on the property as outlined on the attached aerial photo(s) to conduct such activities as may be necessary to carry out the project.

Surface Estate Only

The right includes the right to make such application of Environmental Protection Agency (EPA) approved herbicides and the inclusion of other Integrated Pest Management (IPM) strategies such as mechanical means as may be necessary to inhibit growth and reproduction of various invasive plant species (primarily Saltcedar and Russian Olive) within the project area, and the right, after giving notice of the proposed location to the Landowners (which location will not materially interfere with Landowner's use occupancy or ownership thereof) to conduct such monitoring and other data collection to evaluate results of the project.

3. Landowner agrees, subject to the rights of third party lessees of Landowner and owners of previously severed estates, that he will take not action during the term of the Agreement that jeopardizes the outcome of the project. Landowner further agrees that he will make all reasonable efforts to cooperate with the SWWMA in their efforts to conduct the project.
4. The SWWMA agrees to conduct their activities upon the Real Property in a manner so as to not unreasonably interfere with the Landowner's or his lessees' use of the Real Property
5. The parties agree that under this Agreement, landowner is conveying only those interests specifically enumerated herein and all other right; Landowner retains titles and privileges not specifically enumerated.
6. The SWWMA agrees to exercise the right ranted in this agreement at its own risk and agrees that it shall not claim any damage against Landowner for any injuries or damages suffered on account to the exercise of such rights, except for damages resulting from the acts of the Landowner, his agents or assigns.
7. In consideration for the granting of this Agreement, the SWWMA shall indemnify and hold harmless the Landowner for damages (including attorney's fees and court costs), claims or injuries to any other person resulting from, arising out of, or in any way connected with the exercise by the SWWMA of the rights granted hereunder, except for damages and expenses resulting from the actions of the Landowner, his agents or assigns.
8. Subject to the reservation of the right, of indemnity in paragraph 7, Landowner hereby releases and holds harmless the SWWMA, their agents and employees, from any claim for injuries or damages suffered on account of the exercise of any rights.
9. Nothing herein shall be construed to obligate the SWWMA to expend any funds for the purpose of removing or controlling invasive plant species or revegetating the Real Property. Any such expenditure shall be at the sole discretion of the SWWMA and shall be subject to sufficient appropriations and authorization. A decision by the SWWMA as to the existence of sufficient appropriations and authorization shall be final, binding and not subject to judicial review.
10. This Agreement shall be effective upon signature of Landowner and the SWWMA.
11. The term of this Agreement shall automatically lapse without further action by Landowner or the SWWMA pending future funding or when the project is complete, no later than December 31, 2012.

LANDOWNER

South West Weed Management Area Representative