

RECLAMATION
Managing Water in the West



Norman Project Oklahoma

Special Use Permit

Contract Number:	18-LM-60-2525
Effective Date:	_____, 2018
Expiration Date:	_____, 2068
Exhibits Attached:	A, B, C
Permit Fee:	\$0

Permittee:

Norman Police Department
201 W. Gray St. B
Norman, OK 73069

Purpose:

The purpose of this Permit is to allow the Norman Police Department to construct, operate, and maintain a 300-foot radio tower for public safety communications on Norman Project lands.

Description of Premises (legal description and major features, i.e. reservoir, canal):

The Norman Police Department will utilize an 80 foot by 80 foot enclosure and a 20-foot wide access road located in the Northeast Quarter of Section 32, Township 9 North Range 1 East of the Indian Meridian in Cleveland County, Oklahoma as shown in Exhibit A, attached hereto and made a part hereof.

Special Conditions:

1. This permit is for a term of fifty (50) years.
2. Permittee shall contact Lake Thunderbird State Park at least 48 hours in advance of initiating any construction activities in order to allow, if necessary, inspection on behalf of the United States of any work completed or in progress.
3. The area authorized for use under this permit shall be limited to that area shown on Exhibit A, attached hereto and made a part hereof.
4. Permittee shall accomplish installation, operation, and maintenance of the radio tower on Premises in a manner which avoids damage to or obstruction of Norman Project facilities or interference in any way with the operation and maintenance of these facilities.
5. Permittee shall not sublease any part of the Premises or radio tower.
6. Permittee assumes the entire responsibility for the installation, maintenance, and use of the subject radio tower on Premises. Permittee understands that should damage occur to the radio tower and/or Premises as a result of the operation and maintenance of Norman Project lands and facilities, repairs to the radio tower and/or Premises shall be Permittee's sole responsibility. Nothing herein shall ever be construed to place upon the United States or its successors or assigns any manner of liability for injury to or death of person or persons, or for damage to or loss of property arising from or in any manner connected with the installation, maintenance, or use of the subject radio tower and Premises.
7. Permittee agrees that the United States, its officers, agents, employees, and successors and assigns shall not be held liable for any improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed in any manner as limiting other reservations in favor of the United States contained herein.
8. All rights acquired by the United States at the Premises, including the right of ingress and egress, remain in full force and effect.
9. Permittee agrees to conduct all construction, operation, and maintenance activities in accordance with all applicable Federal, State, and local laws, orders, and regulations all as administered by appropriate authorities. The Permittee shall secure all required permits from the federal government, the State of Oklahoma, Cleveland County, the City of Norman, and any other applicable authorities.
10. Permittee assumes total liability for any and all damages to Norman Project facilities and resources which result from Permittee's, agents, and assigns activities on Project land.

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11. Permittee shall be liable should the radio tower be defective or fail due to inadequate construction. Repair and replacement of the radio tower and Premises shall be at the Permittee's expense.
12. Radio tower and Premises shall be constructed as shown in Exhibits B and C, attached hereto and made a part hereof.
13. Gate to Premises shall be secured when Permittee, their employees, agents, or representatives are not on-site.
14. Upon cancellation, revocation, or discontinuance of Permitted use of Premises and/or radio tower, Permittee shall remove all equipment and restore the area in accordance with requirements set forth by Reclamation at that time.

General Conditions:

This permit is issued as authorized by Reclamation Law, and subject to all conditions contained herein.

1. **Payments.** All payments shall be made to the issuing office of the U.S. Bureau of Reclamation on or before the date of issue by a postal money order or a check made payable to the U.S. Bureau of Reclamation.
 2. **Use Limitations.** The permitted use: (a) is limited to the purposes and premises herein specified; (b) does not unless specified in the permit grant any rights to water; (c) does not unless provided for in the permit allow restriction of public entry or uses or to the area; (d) is subject to existing easements, rights-of-way, or reservations; (e) is subject to the right of the Bureau to grant other permits for the same premises upon a finding by the Issuing Officer that the additional use is compatible with the use permitted herein; and (f) shall not impede the Bureau, its agents or assigns from carrying on whatever activities are necessary, to (1) protect and maintain the premises, facilities, and adjacent lands administered by the United States and its agencies and (2) manage all resources located on the premises and other Bureau lands.
 3. **Damages.** The United States shall not be responsible for any loss or damage to property arising from the issuance of this permit, including but not limited to damages to growing crops, animals, and machinery; or injury to the permittee or its associates, officers, agents, employees, or any others who are on the premises; or for damages or interference caused by natural phenomena. The permittee agrees to save the United States or any of its assigns or agencies harmless from any and all claims for damages or losses that may arise from or be incident to any activity associated with this permit. The permittee also agrees to save the United States, its assigns and agencies, harmless from any damage to the permittee or third parties resulting from project activities of the Bureau, its agents and assigns.
 4. **Operating Rules and Laws.** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, State and Federal laws, rules and regulations applicable to their operations under the permit. Also, the permittee shall take all reasonable precautions to prevent the escape of fires to suppress fires and shall render all reasonable assistance in the suppression of fires.
 5. **Responsibility of Permittee.** The permittee, by operating on the premises, shall be considered to have accepted these premises with all the facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination the permittee shall give up the premises in like condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Bureau for any and all damage, directly or indirectly, resulting from the permittee's negligence or failure to use reasonable care.
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6. **Revocation.** (a) Violation: This permit may be revoked on the tenth day following written notice to the permittee upon a finding by the Bureau of Reclamation that the permittee has violated any of the terms herein or made use of the premises for purposes not herein prescribed: Provided; That if said violation or non-prescribed use of the premises ceases within 10 days of receipt of notice, the permittee will be allowed to maintain occupancy under this permit. (b) Non-use and project purposes: This permit may also be revoked with 30 days written notice to the permittee upon a finding by the Bureau of Reclamation that: (1) the permittee has failed to use or discontinued use of the premises, or (2) the premises are needed for project purposes. (c) Possession: Upon any such revocation, the Bureau, by and through any authorized representative may take possession of said premises for its own and sole use in accordance with Section 10.
 7. **Cultural Values.** Should evidence of historical, archaeological, or paleontological sites be discovered during use of the premises, the Permittee immediately shall suspend operations and advise the issuing officer.
 8. **Compliance.** Failure of the Bureau to insist upon strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or relinquish of the Bureau's right to thereafter enforce any of the permit's terms, conditions, or requirements.
 9. **Termination.** At the termination of this permit, the permittee shall immediately give up possession to the Bureau, reserving, however, the rights specified in Paragraph 10. Upon failure to do so, the permittee shall pay the Government, as liquidated damages, an amount double the rate specified in this permit, for the entire time possession is retained. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an approval of the permittee's possession.
 10. **Removal of Permittee's Property.** Upon the expiration, termination, or revocation of this permit, if all rental charges and damage claims due the Government have been paid, the permittee may remove all structures, machinery, or other property, from the premises. Upon failure to remove any of the said property within 60 days of expiration, termination, or revocation, it shall become the property of the United States, and the permittee shall pay the United States for all expenses related to property removal.
 11. **Transfer of Privileges.** This permit is not transferable.
 12. **Refunds.** All money paid under this permit shall be retained by the Government. If Section 6 (b) (2) is exercised, the fee paid under this permit shall be refunded by a prorata share, as determined by the Bureau of Reclamation.
 13. **Official Barred from Participating.** No Member of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.
 14. **Nondiscrimination in Employment.** The permittee agrees to be bound by the equal opportunity clause of Executive Order 11246.
 15. **Liability.** The permitted activities shall be conducted so as not to interfere with the operation, maintenance, and administration of Reclamation Projects. Any additional repairs, maintenance, or expense to Reclamation Projects as a result of the permitted activities shall be reimbursed to the United States by the permittee. The Secretary of the Interior's determination of such expense shall be final and binding upon the parties hereto.
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16. **Trespass.** Any use of the premises not herein prescribed shall be considered a trespass. Any violation or trespass on any Bureau lands by the permittee shall be cause for revocation of this permit, in accordance with Section 6 (a). The permittee shall be liable for any damages resulting therefrom and an approximate charge as determined by the issuing officer shall be made to the permittee. Any property constructed in trespass shall be considered property of the United States.
17. **Disclosure.** In accordance with the Privacy Act of 1974 (PL 93-579) please be advised that: (a) Participation is voluntary; however, failure to answer all questions fully may delay processing of this application or result in denial of this permit (b) information will be used as a criteria for the issuance of special use permits and for identification of personnel having special use permits on Bureau lands. (c) In the event there is indicated a violation of a statute, regulation, rule, order, or license, whether civil, criminal, or regulatory in nature, the requested information may be transferred to the appropriate Federal, State, or local agency charges with investigation or processing such violations.

Sign name or names as written in body of permit. For co-partnership, permittees should sign as members of firm; for corporation the officer authorized to execute contracts, etc., should sign, with title the sufficiency of such signature being attested by the Secretary and with corporate seal, in lieu of witness.

The Permittee hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

Bureau of Reclamation

Signature: _____ Print Name: Mark A. Treviño
 Title: Area Manager Date: _____

Managing Partner

Signature:  Print Name: Kris Marek, Director of State Parks
 Agency: OTRD-Oklahoma State Parks Date: 4/24/2018

Permittee

Signature: _____ Print Name: Major David Teuscher
 Agency: Norman Police Department Date: _____

Approved by the City Council on _____

ATTEST:

 City Clerk

 Mayor

Approved by the City Attorney's Office on 5/14/18


 Assistant City Attorney