

LAKE CHELAN RECLAMATION DISTRICT
P.O. Box J, Manson, WA 98831
509-687-3548

Application and Consent to Erect and Maintain Structures:
Install Utility Lines or Access

The undersigned hereby applies for consent to erect and maintain structures or install utility lines which cross or encroach upon District right-of-ways, work, property of facilities or to use said properties for ingress and egress. If the consent is issued, the Applicant agrees to strictly comply with the conditions, provisions and specifications herein, commence construction within 30 days of issuance and will diligently prosecute and complete the work, within _____ days.

TYPE OF USE: (1)___ Utility Line – type _____
 (2)___ Roadway Access
 (3)___ Dock
 (4)___ Other _____

LEGAL DESCRIPTION (Lot/Block/Subdivision): _____

District Right-of-Way: Pipe Lateral _____
 or
 Property Description _____

SKETCH: (Attach drawing and specifications in sufficient detail to permit review including width of crossing or pertinent measurements.)

Name of Applicant: _____

Address: _____

Telephone: _____ Signed: _____

Date: _____ Title: _____

CONSENT

Subject to all the standard terms and conditions herein, including the special terms and conditions whether attached hereto or on file in the office of the Lake Chelan Reclamation District, consent is hereby given to the above Applicant for the purposes specified.

LAKE CHELAN RECLAMATION DISTRICT:

By: _____ Date Approved: _____
 Secretary-Manager

STANDARD TERMS AND CONDITIONS

(1) If in the judgment of the Manager of the District, it appears necessary that a surety bond be obtained to cover the work of the grantee, the grantee shall obtain a good and valid surety bond and file it with the District before construction work is started.

(2) The facilities of the grantee shall be constructed, operated and maintained by the grantee without cost to the United States or the District or to their assigns, and such a manner as to cause no interference with the normal operation of the irrigation, domestic or sewer facilities of the United States and the District. All construction, reconstruction and maintenance work within the right-of-way held for said District facilities shall be undertaken only at a time, according to plans, and in a manner satisfactory to the District.

(3) The grantee, upon completion of construction of any underground facility which crosses under a District facility of the United States and the District, shall install distinctively painted and identified metal posts extending not less than four feet above ground surface at the outside toe of each embankment or other physical extremity of the facilities of the United States or District and five feet, measure at right angles, to the right of the grantee's facility when looking in the direction in which the station increases. Additional posts shall be set by the grantee as directed by the District to make each angle point and points of curve and tangent on said lines within the rights-of-way of the United States or District.

(4) Any power or telephone lines constructed by the grantee pursuant to this agreement shall be erected in accordance with the latest revision of the National Electric Code.

(5) The grantee shall notify the District Manager, or his duly appointed representative, at least 24 hours prior to commencement of any work to be performed pursuant to the privileges granted by this agreement. All work to be performed by the grantee shall be completed within the number of days established in writing by the District Manager.

(6) The use of explosives shall not be permitted by the grantee within the right-of-way of the irrigation, domestic or sewer facilities of the United States and the District.

(7) The grantee shall construct, operate and maintain its facilities and appurtenances in a good, workmanlike manner and shall insure compliance with the laws of the State of Washington and with all laws, regulations and orders of the United States and any other public authority affecting such lines and works. All work performed under the terms of the grant shall be subject to the inspection and approval of the District Manager. The failure of the grantee, after due notice, to abide by any of the terms and conditions of any applicable laws, rules or regulations, shall cause this agreement to be subject to immediate termination at the option of the District.

(8) This agreement is granted subject to all rights previously acquired by third parties.

(9) Where the United States and District only have an easement for their irrigation facilities at the proposed point of crossing, the grantee shall obtain any further clearance it may require from the parties owning the underlying fee to the land on which the right-of-way is located.

(10) Any grant or privilege is not an exclusive right, nor would it prohibit the District or the United States from granting other permits or use of like or other nature over, under or across the premises described.

(11) There shall be reserved to the United States and the District, and to their successors and assigns, the prior right to use any of the premises affected and to construct, operate and maintain all structures and facilities, including, but not limited to, canals, wasteways, laterals, pipelines, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, power plants, and any other appurtenant irrigation facilities, domestic water, sewer and power structures and facilities without any payment made by the United States or the District or their successors for such right.

(12) If the construction of any structures and facilities of the United States or the District, over or upon said premises of the United States and the District, should be made more expensive by reason of the existence of improvements or work of the grantee thereon, such additional expense is to be estimated by the District whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the grantee for payment of any such sums, the grantee will make payment thereof to the District. As an alternative to payment, the grantee, at its sole cost and expense and within time limits established by the District, may remove or adapt facilities constructed and operated by it on said premises to accommodate the aforementioned structures and facilities of the United States and the District.

(13) If the grantee fails to relocate or move any portion of its facilities constructed pursuant to any grant after being requested to do so by written notice of the United States or the District, the United States or the District, their agents or representatives may do such work, and all costs to remove, change or reconstruct the same shall be at the expense of the grantee.

(14) There is also reserved to the United States and the District, their officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over and egress from all of said premises for the purposes of exercising, enforcing and protecting the rights reserved.

(15) The United States and the District, their officers, agents and employees, and their successors and assigns shall not be held liable for any damage to the grantee's improvements or works by reason of the exercise of the rights reserved; nor shall anything be constructed as in any manner limiting other reservations in favor of the United States for the contractor's work.

(16) If the grantee engages a contractor to perform the work to be accomplished pursuant to the privileges granted, the grantee shall notify the District Manager of the contractor's name, address and telephone number. The grantee shall be responsible to the District and the United States for the contractor's work.

(17) The grantee shall release and agree to indemnify and hold harmless the United States and the District, their officers, agents and employees, on account of all damages or claims for damages, by whomsoever made and of any nature whatsoever, arising out of or in any manner connected with the exercise by the grantee, its officers, agents and employees, of the privileges granted.

(18) The grantee shall construct, operate and maintain its facilities in such a manner as not to interfere with the operation and maintenance or the District facilities or with the administration of adjacent lands or right-of-way owned by the United States or the District.

(19) The grantee shall comply fully with all applicable Federal and State laws, orders and regulations, as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to pollution or the discharge of refuse, oil, or other pollutants. Hazardous areas shall be fenced or other adequate safety precautions taken.

(20) The use of the premises covered by any grant shall be consistent with the objectives of the State Environmental Policy Act and shall insofar as possible be such as to contribute to the preservation and enhancement of the environment without degradation or risk to health or safety. The grantee, in connection with activities authorized, shall be responsible for the preparation of any environmental impact statements or other environmental reports determined necessary to meet County, State and Federal environmental policy requirements.

(21) The grantee shall not assign or transfer its grant without the written consent of the District and approval by the District of the form of assignment to be used. This provision, however, shall not apply to the placing of mortgages, deeds of trust, or similar liens upon the interest of the grantee or upon the grantee's own improvements on the premises covered by its grant, or to the pledge or assignment of the grant as security for the financing of the grantee or to voluntary or involuntary transfers in pursuance of such instruments.

(22) The agreement shall terminate:

a. At the option of the District if the grantee fails to comply with any of the terms and conditions thereof.

b. At the option of the District upon the discontinuance of the use of the facilities constructed by the grantee in accordance with the terms of the grant for a period of six consecutive months.

c. At the request of the grantee by giving written notice to the District.

d. At the option of the District upon six months' notice.

(23) Upon termination for any reason, the grantee, if requested to do so by the District, shall remove all structures and facilities placed upon the premises by the grantee and shall restore the premises occupied by such structures and facilities to a condition satisfactory to the District. If the grantee failed to remove any structures and facilities within sixty days after the termination of such structures and facilities, at the option of the District, shall become the property of the District.

(24) The covenants in the grant shall be binding on all successors and assigns of the grantee.

SPECIAL TERMS AND CONDITIONS

(25) This dock license is approved subject to future annual license fees as determined by the Board of Directors.

(26) The dock shall be installed in conformance with all Federal, State and local permits, rules and regulations. Plat covenants shall be followed if applicable.

(27) District property shall be retained in its natural state without grading or clearing the property unless approved by the Board of Directors.