

Request to Cross Waterway

Name: (Landowner) _____

Address: _____

Phone: _____ Email: _____

Landowner requests permission from the Big Lost River Irrigation District (BLRID) to cross the waterway commonly known as _____ (waterway) running through the real property described below. Landowner is the owner of the real property described below.

Property description: (if necessary, add documents and maps and explain here)

Should permission be granted, Landowner agrees:

1) To install, at Landowner's sole cost and expense a crossing across the waterway as described below. The purpose of the crossing and description: (if necessary, add documents and maps and explain here)

The crossing shall conform to the specifications of all governmental entities having jurisdiction over the crossing and the specifications described above. Landowner shall be solely responsible for all costs of installation, maintenance, repair and replacement of crossing.

2) Water delivery shall remain unaffected to other water users located on the waterway.

3) Due to the obstruction caused by the waterway, Landowner shall be fully responsible for all maintenance to the waterway located on Landowner's real property so long as the crossings remain in place, as reasonably requested by BLRID.

4) BLRID shall be entitled to reasonable ingress and egress to and from Landowner's property to inspect the waterway, and, if deemed necessary by BLRID, to maintain, repair or replace the waterway.

5) Landowner shall be responsible for any and all damages claimed by any person or entity, including BLRID, arising out of damage to or failure to deliver sufficient water through the waterway or flooding from the waterway resulting from the installation and existence of the crossing. Landowner agrees to indemnify BLRID from any and all claims, attorney's fees, and costs of suit that may be incurred by BLRID for any claim arising out of the location of the crossing, use of the crossing, an obstruction caused by the crossing, or any other claim, cause of action or damages pertaining to or allegedly caused by the crossing, whether the claim is with or without merit.

6) Should Landowner breach the terms of this request, BLRID may give Landowner written notice of breach by personal service upon Landowner or by mailing notice certified mail, return receipt requested, to the address of Landowner stated in this request. Notice shall be effective upon mailing. Should Landowner desire to change Landowner's address for the purpose of notice, Landowner shall notify BLRID in writing of the new address by certified mailing, return receipt requested. If the breaches specified in the notice are not corrected by the 15th calendar day following service of the notice on Landowner, BLRID may, at its option, terminate the right to cross the waterway and Landowner shall immediately, at

Landowner's sole cost and expense, remove the crossing. BLRID's remedies are cumulative and not exclusive, and in the event of Landowner's breach, BLRID shall be entitled to any remedy allowed at law or in equity.

7) The obligations and duties of Landowner described herein run with the land for the benefit of BLRID, to which the real property described in this document shall be subject. Unless terminated as provided herein, the obligations and duties are perpetual in time unless released by a document signed by BLRID and the record owner of the real property described in this document and recorded in the county in which the real property described in this document is located.

8) Should BLRID have to enforce any term of this agreement, Landowner agrees to pay all attorney's fees and costs incurred by BLRID.

9) This agreement shall be binding upon Landowner's heirs, legal representatives, successors in interest, and assigns and Landowner agrees to pay all costs incurred by BLRID in recording this document with the county recorder of the county in which the real property is located.

DATED this _____ day of _____, _____.

Landowner(s)

STATE OF IDAHO)
)
County of _____)

On this _____ day of _____, in the year of _____, before me the undersigned, a Notary Public in and for said state, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for Idaho
Residing at _____
My commission expires on: _____

Permission to Cross Waterway

The undersigned, on behalf of the Big Lost River Irrigation District (BLRID), grants permission to Landowner to cross the descried waterway subject to the terms and conditions set forth above.

DATED this _____ day of _____, _____.

Big Lost River Irrigation District

BY: _____
Chairman

ATTEST:

BY: _____
Secretary

STATE OF IDAHO)
)
County of _____)

On this _____ day of _____, in the year of _____, before me the undersigned, a Notary Public in and for said state, personally appeared _____ and _____, known or identified to me to be the Chairman and Secretary of Big Lost River Irrigation District (BLRID), the irrigation district that executed the instrument or the person who executed the instrument on behalf of said irrigation district, and acknowledged to me that such irrigation district executed the same.

Notary Public for Idaho
Residing at _____
My commission expires on: _____