

# Big Lost River Irrigation District

## Request to Alter Waterway

The undersigned is the owner of the real property described on exhibit A attached hereto. The undersigned requests permission to alter the following ditch, lateral, or drain located within the Big Lost River Irrigation District (BLRID): \_\_\_\_\_ (waterway) running through the real property described on Exhibit A. Should permission be granted to alter the waterway, the undersigned agrees:

1. Description of alteration:

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2. The undersigned agrees that the alteration shall conform to the specifications described on Exhibit B.
3. Water delivery must remain unaffected to other water users located on the waterway.
4. The undersigned will be responsible for maintenance of the waterway for a period of not less than five (5) years following the date of alteration.
5. Following five (5) years after the date of alteration, the undersigned may request in writing that BLRID take over maintenance of the altered waterway.
6. In order to be effective, BLRID must agree in writing to take over maintenance of the altered waterway.
7. BLRID will agree to take over maintenance of the waterway only after inspection of the waterway by the Manager of BLRID and a finding by the Manager and the Board of Directors that the waterway is in a condition satisfactory to the Board of Directors.
8. Until BLRID agrees in writing to take over maintenance of the waterway, the undersigned agrees to restore the waterway to its original location and condition upon demand b BLRID.
9. The undersigned will be responsible for any and all damages claimed by any person or entity following the date of alteration arising out of failure to deliver sufficient water through the waterway, or flooding from the waterway. The undersigned agrees to indemnify BLRID from any and all claims, attorney's fees and costs of suit that may be incurred by BLRID for any such damage claim, whether the claim is with or without merit.

10. Should BLRID have to enforce any terms of this agreement, the undersigned agrees to pay all attorney's fees and costs incurred b BLRID.
11. The foregoing covenants shall be binding upon the heirs, legal representatives, successors in interest and assigns of the undersigned, and the undersigned agrees to pay all costs incurred by BLRID in recording this document with the appropriate county recorder.
12. These covenants shall be perpetual and shall run with the real property described on Exhibit A.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

### **Permission to Alter 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 of the Board - BLRID

ATTEST:

BY: \_\_\_\_\_  
Secretary - BLRID

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:

\_\_\_\_\_