



Kittitas Reclamation District

P.O. Box 276

Ellensburg, WA 98926

Phone: (509) 925-6158 Fax: (509) 925-7425

CROSSING AND USE POLICY

- A) Applicability and Definitions: This policy is intended by Kittitas Reclamation District (hereinafter referred to as "KRD") to apply to individuals and entities who apply to either cross or use KRD facilities. Individuals and entities who apply to cross or use KRD facilities must also comply with KRD's Bridge Policy. KRD will, as applications for crossing or use of KRD facilities are received, process all applications consistent with this policy.
1. "KRD" means the Kittitas Reclamation District, an irrigation district organized pursuant to Chapter 87.03 RCW.
 2. "KRD Facilities" means real and personal property owned by KRD. "KRD Facilities" does not include real or personal property owned by the United States Bureau of Reclamation.
 3. "Crossing License" means a revocable license, which authorizes a third party to cross, by vehicle, equipment or foot, KRD Facilities.
 4. "Use License" means a revocable license which authorizes a third party to use KRD Facilities for a specified purpose.
- B) Revocable and Permissive Use: All Crossing Licenses and Use Licenses are revocable by KRD. No right to cross or use KRD Facilities shall ripen into a claim of adverse possession or prescriptive use.
- C) Applicants: All individuals or entities desiring to use or cross KRD Facilities shall apply to KRD. Upon receipt of the application, KRD management shall review and investigate the application. KRD management shall make a recommendation on the application to the KRD Board of Directors.
- D) Criteria and Fees:
1. Process: An application for a Crossing License or Use License must be submitted to KRD. KRD will conduct a preliminary review of the application to determine if the application is complete, whether additional information is needed and whether the criteria set forth in Section 4.2 support the ultimate approval of the application. If KRD

concludes, after its preliminary review, that the application should be rejected, then the applicant will be notified. If KRD determines the application should be approved, then the Applicant shall sign the Crossing License or Use License, as the case may be.

2. Criteria: In approving or denying an application:

- (i) KRD will not approve the Crossing License or Use License unless and until the use by the Applicant is shown to be at the location and in the manner specified as acceptable to KRD, provided that at no time shall the construction, operation, repair, maintenance or use of the Use Facilities by the Applicant disturb, change, or alter in any manner the existing canals and laterals or KRD's use and operation of the canals or KRD Facilities and the Applicant has executed the Crossing License or Use License in a form acceptable to KRD
- (ii) KRD will not approve the Crossing License or Use License unless and until the Applicant, at its sole cost and expense, agrees to construct, repair, and maintain the improvements necessary to accomplish the use of the KRD Facilities.
- (iii) KRD will not approve the Crossing License or Use License unless and until the Applicant agrees to perform all work to be done as provided for herein in such a manner so as not to cause loss or damage to KRD, the KRD Facilities, KRD water users or any third person, or interfere with the operation of the KRD system. As used herein, the terms "interfere with its operations" or "interfering with its operations" means the interference with or interruption of the flow of water in or the use by KRD or the maintenance by KRD of the KRD canals, laterals and the KRD Facilities or of the continuous delivery of water by KRD.

3. Fees: Upon application for a Crossing License or Use License, the Applicant shall pay a nonrefundable fee of \$200.00 plus recording fees incurred by KRD to record the Crossing License. All fees due to KRD shall be paid by the applicant before the issuance of the License by KRD.

E) Insurance: KRD, in KRD's sole and absolute discretion, may require the Applicant to provide insurance that names KRD as an additional insured. Whether to require insurance and if so required, in what amounts, shall be made by KRD on a case-by-case basis in the sole discretion of KRD.

F) Hold Harmless and Indemnification: The Applicant and any property owner benefited by the Crossing License or Use License created (hereinafter referred to as "Indemnitor") shall defend, indemnify and hold KRD (hereinafter referred to as "Indemnitee") harmless from any and all damages, claims and causes of action which may accrue to or be suffered by any Indemnitee

by reason of, arising out of, or resulting from the use by the Indemnitor of the Crossing License or Use License or the use by the Indemnitor's employees, agents, lessees, licensees, invitees, and guests.

- G) Recording: KRD may, in its sole discretion, require the License to be recorded. In the event KRD requires the license to be recorded, then the Applicant shall reimburse KRD for the costs of recording.
- H) Limitations: KRD has no ability to grant or approve a crossing or use license on real or personal property that is owned by the United States Bureau of Reclamation. All individuals or entities desiring to use or cross real or personal property owned by the United States Bureau of Reclamation shall apply for a license from the United State Bureau of Reclamation.