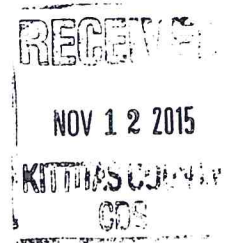


KITTITAS RECLAMATION DISTRICT
CORNER OF FOURTH AND WATER STREETS

MAILING ADDRESS: P.O. BOX 276
ELLENSBURG, WASHINGTON 98926
PHONE: (509) 925-6158
FAX: (509) 925-7425

WEBSITE: www.krdistrict.org E-MAIL: kevin@krdistrict.org



November 12, 2015

VIA EMAIL AND HAND DELIVERY

lindsey.ozbolt@co.kittitas.wa.us

Lindsey Ozbolt, Staff Planner
Kittitas County Community Development Services
411 North Ruby Street, Suite 2
Ellensburg, WA 98926

Re: Project File Number(s): RZ-15-00001, SD-15-00002 & SP-15-00003
Project Name: Big Creek Trails Rezone, Short Plat and Shoreline Substantial Development Permit
Applicant/Agent: Pat Deneen, authorized agent for D.K. Professional Consultants, Inc.

Dear Ms. Ozbolt:

This letter represents the Kittitas Reclamation District's (KRD) comments on the above-referenced application.

The application materials depict a new road, which appears as though it will be dedicated to the public use once final plat approval is obtained, crossing the KRD canal.

The current bridge across the KRD canal is owned by the United States Bureau of Reclamation (the "Bureau"). The KRD understand that the Bureau will be providing separate comments on this application.

Because the KRD understands the Bureau will require that the new bridge be privately owned and the privately owned bridge will cross the KRD canal, the KRD will require a Crossing License. The KRD's crossing permit policy with a sample Crossing License that is applicable in this situation are attached.

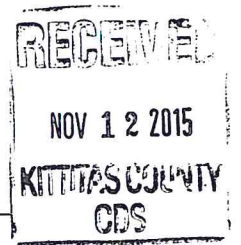
The KRD will require the applicant sign this Crossing License as a condition of crossing the canal with a new road and bridge.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Eslinger".

Kevin Eslinger

Enclosures



KITTITAS RECLAMATION DISTRICT RESOLUTION NO. 2013-2

WHEREAS, the Kittitas Reclamation District has determined that it is necessary to establish a policy for issuing crossing and use permits for crossing or use of KRD facilities within the Kittitas Reclamation District;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Kittitas Reclamation District that the following revised policy shall be adopted:

Section 1: General.

This policy is intended by the Kittitas Reclamation District (KRD) to apply to individuals and entities who apply to either cross or use KRD facilities.

The KRD will, as applications for crossing or use of KRD facilities are received, process all applications consistent with this resolution.

Section 2: Definitions.

The terms used in this Resolution shall have the following definitions:

“KRD” means the Kittitas Reclamation District, an irrigation district organized pursuant to Chapter 87.03 RCW.

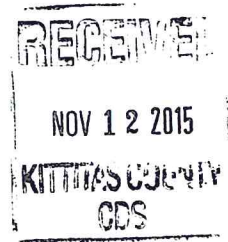
“KRD Facilities” means real and personal property owned by the KRD or real or personal property owned by the United States Bureau of Reclamation but under the KRD control and for which the KRD has the right and authority to grant third parties the right to use said real or personal property by virtue of an amendatory contract between the United States of America and the Kittitas Reclamation District, dated January 20, 1949, and recorded in Book 82 of Deeds, Page 69, under Kittitas County Auditor's File No. 208267, as thereafter amended.

“Crossing License” means a revocable license substantially in the form attached hereto as **Exhibit A**, which authorizes a third party to cross, either by vehicle, equipment or foot, KRD Facilities.

“Use License” means a revocable license substantially in the form attached hereto as **Exhibit B**, which authorizes a third party to use KRD Facilities for a specified purpose.

Section 3: Revocable and Permissive Use.

All Crossing Licenses and Use Licenses are revocable by the KRD. No right to cross or use KRD Facilities shall ripen into a claim of adverse or prescriptive use.



Section 4: Applicants.

All individuals or entities desiring to use or cross KRD Facilities shall apply to the 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 Board.

Section 5: Criteria and Fees.

5.1 Process: An application for a crossing or use permit must be submitted to the KRD. The 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 the KRD concludes, after the preliminary review, the application should be rejected the applicant will be notified. If the KRD determines the application should be approved then the Applicant shall sign the Crossing License or Use License, as the case may be.

5.2 Criteria. In approving or denying an application:

5.2.1 The KRD will not approve the Crossing 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 the 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 the KRD's use and operation of the canals or KRD Facilities and the Applicant has executed the permit in the form set forth on Exhibit A or B, as the case may be.

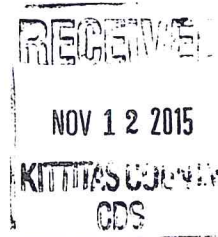
5.2.2 The KRD will not approve the Crossing or Use License unless and until the Applicant, at its sole cost and expense, agrees to construct, repair, and maintain the improvements necessary to accomplish the use of the KRD Facilities.

5.2.3 The KRD will not approve the Crossing 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 the KRD, 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 the KRD.

5.3 Fees: Upon application for a Crossing or Use License, the Applicant shall pay a nonrefundable fee of \$200.00. The fee reimburses KRD for the expenses incurred in investigating the proposed crossing or use and the cost of preparing the Crossing or Use License.

Section 6: Insurance.

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

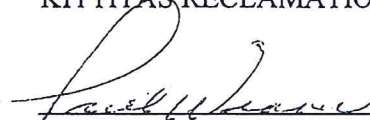


Section 7: Recording.

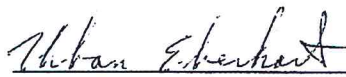
The KRD may, in its sole discretion, require the License to be recorded. In the event the KRD requires the license to be recorded, then the Applicant shall reimburse the KRD for the costs of recording.

ADOPTED this 9th day of JULY, 2013.

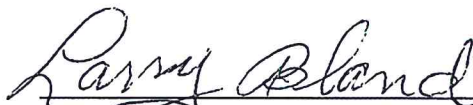
BOARD OF DIRECTORS
KITTITAS RECLAMATION DISTRICT



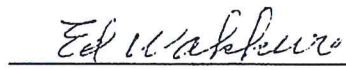
Paul Weaver, Chairman



Urban Eberhart



Larry Bland



Ed Wakkuri




Fred Schnebly


ATTEST:

APPROVED AS TO FORM:

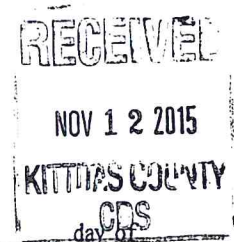
SECRETARY OF THE BOARD



Ken Hasbrouck



Jeff Slothower, WSBA #14526



CROSSING LICENSE

THIS CROSSING LICENSE (the "Agreement" or "License") made and entered into this _____ 2013, is by and between KITTITAS RECLAMATION DISTRICT, a corporation, ("KRD" or "Licensor") and _____ ("Licensee") (referred to collectively as the "Parties").

I. RECITALS

A. The KRD is an irrigation district organized under Chapter 87.03 RCW. The KRD owns or has a right to use and operate irrigation canals, laterals, roads and irrigation control facilities ("KRD Property") to transport irrigation water to land within the KRD service area under agreements with the United States Bureau of Reclamation (USBR), which agreements give the KRD the right and authority to grant third parties the right to use said canals and property in Kittitas County, State of Washington.

B. Licensee desires to cross the KRD property as set forth on Exhibit A, attached hereto and incorporated by reference, to access or cross property Licensee owns, which is described as:

[INSERT LEGAL DESCRIPTION]

C. The KRD is willing to grant a license to Licensee for the crossing, construction, placement, repair and maintenance described in this agreement. Upon the terms and conditions in this Agreement, Licensee is willing to hold the KRD harmless from any loss, damage, liability or expense arising because of this License.

NOW, THEREFORE, for and in consideration of the mutual provisions in this agreement and no monetary consideration, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. Grant of License. The KRD grants permission and a license to Licensee to use the KRD Property as set forth above and as described on Exhibit A, attached hereto, under the conditions and terms in this Agreement. Licensee agrees this License does not give Licensee an ownership interest in the KRD Property and Licensee's use of the KRD Property as set forth in this Agreement is permissive and shall not give the Licensee, its heirs, successors and assigns any claim of title by adverse possession or an easement by prescription.

2. Description of Crossing Facility. The use by Licensee shall be at the location and in the manner specified on the attached Exhibit A (Crossing Facilities), provided that at no time shall the construction, operation, repair, maintenance or use of the Crossing Facilities by Licensee disturb, change, or alter in any manner the existing canals and laterals or the KRD's use and operation of the canals or KRD Property.

3. Cost of Construction, Repair and Maintenance. Licensee, at its sole cost and expense, shall construct, repair, and maintain the Crossing Facilities. The Crossing Facilities shall be constructed, repaired, and maintained in such a manner so the Crossing Facilities or Licensee's use of the Crossing Facilities will not cause loss or damage to the KRD, its water users or interfere with the KRD's operation of its irrigation water delivery system. All construction, repair, or maintenance of the Crossing Facilities shall be approved in advance by the KRD and completed under the inspection and subject to the approval of the KRD. Licensee shall perform all work to be done under this Agreement in such a manner so as not to cause loss or damage to the KRD, KRD Property, KRD water users or any third person, or interfere with the operation of the KRD system. As used in this Agreement, 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 Property or of the continuous delivery of water by the KRD.

4. Notice to the KRD. Prior to construction, repair, maintenance or redesign of the Crossing Facilities, Licensee shall give advance written notice of Licensee's intention to perform such work to the KRD and provide the KRD with sufficient information as to the details so the KRD can either approve or deny the proposed work, and have an opportunity to be present when such construction, repair, or maintenance is performed.

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KITITAS COUNTY
KDS

5. Indemnification and Hold Harmless. Licensee shall defend, indemnify and hold the KRD harmless from any and all claims, losses, damages, liabilities, obligations, costs or expenses, including reasonable attorney's fees, which result from Licensee's construction, repair, maintenance or use of the Crossing Facilities or from Licensee's breach of any covenant or obligation created in this agreement or arising under law because of Licensee's use of the Crossing Facilities.

6. Breach by Licensee. If Licensee fails to perform any duty or obligation required to be performed under this Agreement, the KRD may, at its option, perform said duty or obligation. Licensee shall promptly reimburse the KRD for all expenses KRD incurred in performing the duty or obligation.

7. Assumption of Risk by Licensee. Licensee assumes all risks now known or unknown arising because of Licensee's use of the Crossing Facilities or from this Agreement, and recognizes that damages or injuries could occur during Licensee's operation, repair, maintenance or use of the KRD property.

8. Insurance. Licensee shall obtain and provide \$1,000,000 of insurance coverage for each event from which liability or claims may arise incident to the construction, repair, maintenance, operation, use or existence of the Crossing Facilities authorized by this Agreement. The insurance shall name the KRD as an additional insured, and Licensee shall provide the KRD with a Certificate of Insurance upon demand by the KRD. In no event shall the limit of insurance limit the Licensee's liability to the KRD.

9. Termination of License. If the KRD finds in the KRD's sole and absolute discretion that removal of the Crossing Facilities is necessary or desirable for operation of its canal or use of its easement or if this agreement is terminated, Licensee, at its sole cost and expense, shall remove such Crossing Facilities authorized or constructed because of this agreement upon the KRD's request. If Licensee fails or refuses to remove any such structure or improvement, the KRD may remove the same and charge the expense of removal to Licensee. Nothing in this agreement shall impair the rights of the KRD under this paragraph to terminate or modify the license granted by this agreement.

10. Breach of Agreement. If the Licensee breaches this agreement the KRD may, at its election, terminate this agreement.

11. Modification of the Crossing Facilities. This grant of license to use the KRD Property described shall be modified at the sole expense of Licensee to the extent required by the KRD for the efficient and/or desirable operation of its canal and water distribution system. If Licensee refuses or fails to modify the Uses Facilities as required by KRD then this License shall terminate.

12. Attorneys' Fees. If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorneys' fees as determined by the court in addition to the costs allowed by law. The venue for any action brought upon this Agreement shall be in Kittitas County, Washington. This Agreement shall be governed by and construed under the laws of the state of Washington.

13. Successors and Assigns. This License shall be binding upon Licensee, and Licensee's successors and assigns, and shall run with the land described above in Recital B.

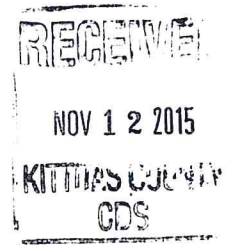
14. Recording. The KRD reserves the right to record this License.

KITTITAS RECLAMATION DISTRICT

LICENSEE

By: _____
Its: Chairman

By: _____



Its: Secretary-Manager

STATE OF WASHINGTON)
) ss.
County of Kittitas County)

On this day personally appeared before me _____, to me known to be the _____ of the KITTITAS RECLAMATION DISTRICT, as the individual who executed the within and foregoing instrument, and acknowledged that he/she was authorized to sign the same as the free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2013.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____, to me known to be the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2013.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____

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KITITAS COUNTY
CDS

USE LICENSE

THIS USE LICENSE (the "Agreement" or "License") made and entered into this _____ day of _____ 2013, is by and between KITITAS RECLAMATION DISTRICT, a corporation, ("KRD" or "Licensor") and _____ ("Licensee") (referred to collectively as the "Parties").

I. RECITALS

A. The KRD is an irrigation district organized under Chapter 87.03 RCW. The KRD owns or has a right to use and operate irrigation canals, laterals, roads and irrigation control facilities ("KRD Property") to transport irrigation water to land within the KRD service area under agreements with the United States Bureau of Reclamation (USBR), which agreements give the KRD the right and authority to grant third parties the right to use said canals and property in Kittitas County, State of Washington.

B. Licensee desires to use the KRD property as set forth on Exhibit A, attached hereto and incorporated by reference, to access or use property Licensee owns, which is described as:

[INSERT LEGAL DESCRIPTION]

C. The KRD is willing to grant a license to Licensee for the use, construction, placement, repair and maintenance described in this agreement. Upon the terms and conditions in this Agreement, Licensee is willing to hold the KRD harmless from any loss, damage, liability or expense arising because of this License.

NOW, THEREFORE, for and in consideration of the mutual provisions in this agreement and no monetary consideration, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. Grant of License. The KRD grants permission and a license to Licensee to use the KRD Property as set forth above and as described on Exhibit A, attached hereto, under the conditions and terms in this Agreement. Licensee agrees this License does not give Licensee an ownership interest in the KRD Property and Licensee's use of the KRD Property as set forth in this Agreement is permissive and shall not give the Licensee, its heirs, successors and assigns any claim of title by adverse possession or an easement by prescription.

2. Description of Use Facility. The use by Licensee shall be at the location and in the manner specified on the attached Exhibit A (Use Facilities), provided that at no time shall the construction, operation, repair, maintenance or use of the Use Facilities by Licensee disturb, change, or alter in any manner the existing canals and laterals or the KRD's use and operation of the canals or KRD Property.

3. Cost of Construction, Use and Repair. Licensee, at its sole cost and expense, shall construct, repair, and maintain the Use Facilities. The Use Facilities shall be constructed, repaired, and maintained in such a manner so the Use Facilities or Licensee's use of the Use Facilities will not cause loss or damage to the KRD, its water users or interfere with the KRD's operation of its irrigation water delivery system. All construction, repair, or maintenance of the Use Facilities shall be approved in advance by the KRD and completed under the inspection and subject to the approval of the KRD. Licensee shall perform all work to be done under this Agreement in such a manner so as not to cause loss or damage to the KRD, KRD Property, KRD water users or any third person, or interfere with the operation of the KRD system. As used in this Agreement, 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 Property or of the continuous delivery of water by the KRD.

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NOV 12 2015

KITTITAS COUNTY
KRD
CDS

5. Indemnification and Hold Harmless. Licensee shall defend, indemnify and hold harmless from any and all claims, losses, damages, liabilities, obligations, costs or expenses, including reasonable attorney's fees, which result from Licensee's construction, repair, maintenance or use of the Use Facilities or from Licensee's breach of any covenant or obligation created in this agreement or arising under law because of Licensee's use of the Use Facilities.

6. Breach by Licensee. If Licensee fails to perform any duty or obligation required to be performed under this Agreement, the KRD may, at its option, perform said duty or obligation. Licensee shall promptly reimburse the KRD for all expenses KRD incurred in performing the duty or obligation.

7. Assumption of Risk by Licensee. Licensee assumes all risks now known or unknown arising because of Licensee's use of the Use Facilities or from this Agreement, and recognizes that damages or injuries could occur during Licensee's operation, repair, maintenance or use of the KRD property.

8. Insurance. Licensee shall obtain and provide \$1,000,000 of insurance coverage for each event from which liability or claims may arise incident to the construction, repair, maintenance, operation, use or existence of the Crossing Facilities authorized by this Agreement. The insurance shall name the KRD as an additional insured, and Licensee shall provide the KRD with a Certificate of Insurance upon demand by the KRD. In no event shall the limit of insurance limit the Licensee's liability to the KRD.

9. Termination of License. If the KRD finds in the KRD's sole and absolute discretion that removal of the Use Facilities is necessary or desirable for operation of its canal or use of its easement or if this agreement is terminated, Licensee, at its sole cost and expense, shall remove such Use Facilities authorized or constructed because of this agreement upon the KRD's request. If Licensee fails or refuses to remove any such structure or improvement, the KRD may remove the same and charge the expense of removal to Licensee. Nothing in this agreement shall impair the rights of the KRD under this paragraph to terminate or modify the license granted by this agreement.

10. Breach of Agreement. If the Licensee breaches this agreement the KRD may, at its election, terminate this agreement.

11. Modification of the Use Facilities. This grant of license to use the KRD Property described shall be modified at the sole expense of Licensee to the extent required by the KRD for the efficient and/or desirable operation of its canal and water distribution system. If Licensee refuses or fails to modify the Uses Facilities as required by KRD then this License shall terminate.

12. Attorneys' Fees. If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorneys' fees as determined by the court in addition to the costs allowed by law. The venue for any action brought upon this Agreement shall be in Kittitas County, Washington. This Agreement shall be governed by and construed under the laws of the state of Washington.

13. Successors and Assigns. This License shall be binding upon Licensee, and Licensee's successors and assigns, and shall run with the land described above in Recital B.

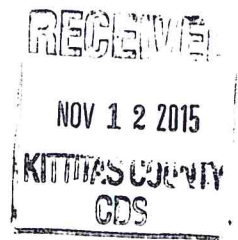
14. Recording. The KRD reserves the right to record this License.

KITTITAS RECLAMATION DISTRICT

LICENSEE

By: _____
Its: Chairman

By: _____



Its: Secretary-Manager

STATE OF WASHINGTON)
) ss.
County of Kittitas County)

On this day personally appeared before me _____, to me known to be the _____ of the KITTITAS RECLAMATION DISTRICT, as the individual who executed the within and foregoing instrument, and acknowledged that he/she was authorized to sign the same as the free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2013.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that _____, to me known to be the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2013.

Printed Name: _____
NOTARY PUBLIC in and for the
State of _____
My appt. expires: _____