
**HEART MOUNTAIN IRRIGATION DISTRICT
ACCESS AND CROSSING AGREEMENT
RIGHT OF WAY ON PRIVATE LAND**

THIS ACCESS AND CROSSING AGREEMENT, hereinafter "Agreement", made this _____ day of _____, 20____, by and between the HEART MOUNTAIN IRRIGATION DISTRICT, by and through its Board of Commissioners, hereinafter "HEART MOUNTAIN," and _____ (NAME), _____ (ADDRESS) , hereinafter "RECIPIENT", and agreed to by _____ (LANDOWNER), collectively "THE PARTIES."

RECIPIENT proposes to access and/or cross and/or alter an irrigation structure within the Heart Mountain's irrigation system within a right of way located on private land; and

The LANDOWNER where the proposed access, crossing or alteration is to occur agrees to the terms of this Agreement; and

The parties seek to enter into an agreement setting forth the understandings regarding access to the Heart Mountain canal, lateral, headgate or drain, the construction of a crossing or change to an irrigation structure and access to the HEART MOUNTAIN right of way ("THE WORK").

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. This Agreement shall bind and run with the land, as well as inure to the benefit of the parties and their respective representatives, successors, and assigns.

This Agreement shall bind and run with the following described real estate

The canal, lateral, headgate or drain is identified by HEART MOUNTAIN AS

2. The purpose of the WORK is: _____

3. Attached and incorporated herein is a copy of the final plans for the WORK within the right of way.

4. The Manager of the Heart Mountain shall be contacted by the RECIPIENT, or any contractor working for the RECIPIENT, NO LESS THAN TWO BUSINESS DAYS prior to RECIPIENT, or any of its contractors or subcontractors, beginning the WORK, OR

altering the right of way, canal or the canal bank. The Manager, Field Supervisor or other designated employee of the HEART MOUNTAIN shall have the option of being on site at the time of the WORK.

5. Construction on the project shall not begin until _____, 20__, and all construction shall be completed not later than _____, 20__, unless otherwise mutually agreed to by the parties in writing. HEART MOUNTAIN authorizes its Manager to sign said document on its behalf, if an agreement is reached between the PARTIES.

6. All work shall be completed without cost to HEART MOUNTAIN.

7. RECIPIENT covenants, represents and warrants that the WORK shall be done in a good, workmanlike manner, in accordance with generally accepted engineering and construction practice and the following terms:

- (a) all applicable safety codes shall be followed;
- (b) Where the canal, lateral or drain is crossed by a buried line, the line shall be buried to a minimum depth of 48 inches below the bottom of the canal, lateral or drain.
- (c) Vegetation shall only be cleared as necessary to construct.
- (d) Topsoil shall be stripped and stockpiled separate from subsoil and replaced on the surface upon completion. The grade will be restored to the original contour and re-seeded with grass species which are native or compatible to the area for erosion and watershed protection.
- (e) Compaction of all backfill is required. All backfill material, its moisture content, and its density shall be approved by Heart Mountain.
- (f) Markers consisting of a support post and sign showing the locations of buried lines shall be installed on both sides of each crossing at locations specified by HEART MOUNTAIN. The markers must state the following: "WARNING - Underground Utility Lines." The marker must also indicate the name of the utility and provide the telephone number or instructions as to where local repair service can be reached at all times. All wording shall be on a background of sharply contrasting color and must be legible from a distance of at least 25 feet. The markers shall be at least 4 feet high. The markers shall be made of metal or suitable plastic. The markers shall be placed directly over the buried line, and placed at all points where the line changes direction and no more than 1000 feet apart. No Marker shall be placed on the Operation and Maintenance roadway.

8. RECIPIENT agrees to repair any breach or leak in the area of any alteration of the irrigation system as a result of the WORK.

9. RECIPIENT shall indemnify and hold HEART MOUNTAIN harmless from any claims, losses, damages, injuries, and liabilities arising from the WORK, and for the performance of the modified irrigation system.

10. RECIPIENT, its contractors, subcontractors, and employees shall have access to the Heart Mountain irrigation system in the area described during the term of the construction process, and all maintenance described herein.

11. RECIPIENT agrees that the WORK shall not interrupt the historic flow levels of irrigation water during the irrigation season.

12. RECIPIENT and LANDOWNER agree that rights of way to the irrigation structures shall exist following the reconstruction to allow access to the system by HEART MOUNTAIN.

13. In the event of litigation concerning a breach of this Agreement, the parties agree that the breaching or unsuccessful party shall pay all reasonable costs of the successful party, including, but not limited to, attorney's fees and court costs incurred in enforcing the terms of this Agreement.

14. RECIPIENT shall pay a filing fee consistent with the current fee schedule and an inspection fee consistent with the current fee schedule to HEART MOUNTAIN due prior to WORK beginning.

15. RECIPIENT agrees that HEART MOUNTAIN may require a performance bond, at its discretion. The performance bond amount will vary depending on the scope of work required. However, the minimum bond will be a Five Hundred Dollar (\$500.00) bond. The amount of bond for this WORK is \$_____.

16. Special conditions: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

RECIPIENT

LANDOWNER

HEART MOUNTAIN IRRIGATION DISTRICT

_____ By _____
Its President

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, President of HEART MOUNTAIN IRRIGATION DISTRICT, on behalf of the District.

WITNESS my hand and official seal.

Notary

PublicMy commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, on behalf of the

RECIPIENT. WITNESS my hand and official seal.

Notary

PublicMy commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ LANDOWNER.

WITNESS my hand and official seal.

Notary

PublicMy commission expires: _____