

## Cache Highline Water Association *Encroachment within Company Easement\**

Fee to be paid upon submittal of Application: \$1,500.00 for open-cut pipeline crossing, or \$800 for boring pipeline crossing. Plus Attorney's Fee for License.

Applicant Contact Information
Name:
Address:
Telephone Number(s):
Email Address:

Encroachment Information
Address:
Nature of use:
Intended date of installation of new device:
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; border-top: 1px solid black; text-align: center;"> <p>Authorized Signature</p> </div> <div style="width: 30%; border-top: 1px solid black; text-align: center;"> <p>Date</p> </div> </div>

**Required Application Items:**

- Complete set of construction documents and designs specifications electronic & hard copy
- Map showing location of encroachment area
- Property parcel number(s) and recordable legal description of encroachment area
- Payment of standard encroachment fee
- Name of person who will be signing the Licensing Agreement, and their contact information
- Billing address of applicant if different from contact information

## Applicable Bylaws References – Article IX

### 5. Association Easement and Right-of-way Encroachments.

(a) The Association owns prescriptive easements and rights-of-way along both sides of the canals within the Open Canal Segments and the pressure pipelines within the Pressure Pipeline Segment, notices of which easements have been duly recorded in the office of the County Recorder, Cache County, Utah.

(b) No person, corporation, association or entity, public or private, shall be authorized to construct, install or place any structure, including, but not limited to, any bridge, fence, pipeline, utility line or other such structure, which extends over, under, into, across or through, or otherwise encroaches upon, the Association's easement and right-of-way for the Pressure Irrigation Segment and the Open Canal Segment (together, the "Association Easement"), without the express written approval of the Board. Any structure extending over, under, across or through a canal within the Open Canal Segment shall also require the express written approval of those cities who utilize the canal for the transportation of storm and runoff water by agreement with the Association (the "Cities"). No such use of the Association Easement shall be authorized except by a specific license agreement from the Association, upon approval of the Cities as required, and no such license agreement shall be granted except upon the following conditions:

(1) The licensee shall first be required to submit to the Board plans and specifications setting forth in detail the proposed use of the Association Easement. Such other and further information as shall be necessary, in the discretion of the Board, to properly review and consider said proposed use shall be submitted promptly by the licensee upon request by the Board. In the case of canal encroachments, plans and specification shall be required to be submitted to the Cities as well, together with such other information as they may require in order to properly review and consider the proposes use as well.

(2) The licensee shall agree to construct and install any such structure, and to own, operate, maintain, repair and replace the same, in good working order, and to repair any damage to the canals or pipelines running within the Association Easement as a result of any such structure, so long as the structure shall remain in place, all at licensee's sole cost and expense. Particularly with respect to bridges or other such structures extending over the top of a canal, a minimum freeboard clearance of at least 24 inches must be provided between the surface elevation of the water in the canal at maximum design capacity of the canal and the bottom of the structure.

(3) The licensee shall be required to indemnify and hold the Association and each of the Cities having rights therein harmless from and against any liability or damage to the canal, pressurized pipeline and/or other property, real or personal, of the Association, its shareholders, and the Cities and their officials, or any other person, and for damage to property, real and personal, and for injury to persons or animals, resulting from or arising out of the licensee's ownership, operation and maintenance of any such structure.

(c) No substance or material, of whatsoever kind or nature, including, without limitation, storm drainage water off of roadways or other developments, shall be introduced into the canal or upon the Association Easement, by any person or entity other than the Cities pursuant to their agreement with the Association, without the express written approval of the Board. Absent authority from the Board, any unauthorized encroachment or introduction of material into the canal or Association Easement is strictly prohibited and any such trespass shall be prosecuted by the Association to the full extent of the law.

(d) Any person, corporation, association or entity, public or private, which owns, operates and maintains any existing structure which extends over, under, into, across or through the canal or pressurized pipeline, or otherwise encroaches upon the Association Easement shall, as of the effective date hereof, be subject to the terms and provisions of this Section 5.