APPLICATION FOR USE OF CASCADE WATER ALLIANCE REAL ESTATE AT LAKE TAPPS

PART A – GENERAL AND PROPERTY INFORMATION

Parcel Information	
Parcel Tax Number:	Is the property covered by a permit or license from PSE? If so, attach copy of permit or license.
Street Address:	
Parcel City:	
State and Zip:	

Owner and Mailing Address	Authorized Agents Name and Mailing Address (if different from owner, if not, mark "same"
Name:	Name:
Street Address:	Street Address:
City:	City:
State and Zip:	State and Zip:
Cell Phone:	Cell Phone:
Other Phone:	Other Phone:
Email Address:	Email Address:

PART B – USE REQUEST

The applicant must provide a complete description of any proposed use or improvement. Describe briefly below and attach a detailed depiction and/or plans. **Note that applicant is to obtain and comply with the requirements of all jurisdictions (e.g., Washington Department of Fish and Wildlife, United States Army Corps of Engineers, Bonney Lake and/or Pierce County) for approvals and permits (e.g. building, zoning, shoreline, and/or environmental protection).**

PART C – AUTHORIZED SIGNATURES

The undersigned hereby certifies that he/she is the legal owner of the property or is authorized to submit this Application; that he/she has read, understands and accepts all of Cascade's terms and conditions that are a part of this application, as well as those included in the form license and in the Lake Tapps Reservoir Property Management Policy; and that the information provided in this application is true, complete and accurate to the best of his/her knowledge. The undersigned acknowledges that he or she is solely responsible for obtaining and complying with all required regulatory permits and authorizations.

All owners of the property and authorized agents must sign the Application thereby confirming their agreement to abide by the Lake Tapps Reservoir Property Management Policy, including these terms and conditions and any license issued under same.

Applicant's Signature	Date	Applicant's Signature	Date
Print Name		Print Name	

I consent to Cascade Water Alliance entering the property where the project is located to inspect the project site or any work.

Owner's Signature (if different than applicant)	Date	Owner's Signature (if different than applicant)	Date
Print Name		Print Name	

PART D – APPLICATION TERMS AND CONDITIONS

Cascade Water Alliance (Cascade) is authorized to determine the conditions under which uses and/or improvements on Lake Tapps Reservoir property are appropriate under the rights granted in the 1954 Deed and 1958 Easement. For more information see **Lake Tapps Reservoir Property Management Policy, CWAC 7.05**.

Cascade may deny a request for any use, activity, and/or improvement if it determines, in its sole discretion, that such use, activity, and/or improvement is not consistent with this policy. If Cascade determines, in its sole discretion, that such use, activity, and/or improvement is acceptable, a license (or other permission) will be issued, conditioned on the following, as well as the conditions listed for use, activity, and/or individual improvement type as footnotes to Table 1:

1. Unless an individual license provides otherwise, the license will continue unless terminated by a breach of the license by the applicant or a determination by Cascade that termination of the license is necessary for the use of the Lake Tapps Reservoir for the operation as a municipal water supply. All other permissions are terminated as provided in the document.

2. Applicant showing it will protect against the operational dangers, problems, and/or concerns raised by Cascade (e.g., dike integrity, water quality, recreational safety), including providing professional opinions if required by Cascade, at applicant's expense (e.g., dam engineer opinion).

3. Applicant will obtain and at all times comply with the requirements of all applicable jurisdictions (e.g., Washington Department of Fish and Wildlife, United States Army Corps of Engineers, Bonney Lake and/or Pierce County) for approvals and permits (e.g., building, zoning, shoreline, and/or environmental protection). Generally, modifications or repairs to uses, activities, and/or improvements that require a federal, state or local agency approval, require permission.

4. Applicant's release of Cascade from all liability associated with the use and/or improvement, including flooding damage/destruction from Cascade's right to raise the water level of the Reservoir to 545 feet or from wave action or damage/destruction from Cascade's lowering or raising of the water level of the Reservoir.

5. Applicant's full indemnification of Cascade.

6. Applicant's proof of insurance (homeowner's insurance and contractor's proof of insurance if construction is involved) for specific use and/or improvement, naming Cascade as an additional insured, to be updated annually by the applicant.

7. The holder of a license may not sublet or assign the rights or obligations of the license; however, a license transfers with the licensee's property and a purchaser or tenant must comply with the obligations. Cascade reserves the right to record any license against the licensee's property so subsequent owners are on notice of their responsibilities. For all other permissions, the terms of assumption and assignment will be as provided in the document.

8. Other specific requirements as may be required by Cascade to achieve the goals of this policy.

9. Due to Cascade's status as a public entity, and pursuant to Chapter 82.29A RCW, Cascade may be required by agencies administering State law or regulations to collect leasehold excise tax for some permissions, based on the fair market value of the right being utilized. Improvements are subject to either leasehold excise tax or property tax. The Pierce County assessor's office conducts inspections, reviews permit records, and uses other tools to ensure property tax is levied on owner's property as a whole (regardless of whether the improvements are located on the owner's property or Cascade's Property). Based on discussions with Pierce County, Cascade currently anticipates that the improvements will be subject to property tax rather than leasehold excise tax; however, this may change in the future. The permission will provide that the permittee must pay any leasehold excise tax or property tax determined due by taxing authorities on the permission itself or on the improvements constructed on Cascade's Property under the license.

10. With the number of applications for permissions currently anticipated, Cascade will not charge an administrative fee for permissions but may require that the applicant pay for any professional services required in processing an application. If the number of applications becomes too great, Cascade may reevaluate this policy.

11. Any permission granted by Cascade grants nonexclusive rights consistent with the Deeds. Permissions do not grant rights to use Cascade's Property to the exclusion of other homeowners. Permissions do not establish property lines (or lateral lines) beneath the 545-foot contour line, as such property is owned by Cascade. Permits and approvals by local jurisdictions may establish construction setbacks or limit areas of use. Generally, Cascade will not intervene in disputes between homeowners

12. The maintenance of the integrity of the dikes is paramount use. The Deeds grant to a few homeowners only the right to cross the dikes to reach the water. Use, activities, and/or improvements on the dikes may be restricted in any manner that Cascade deems appropriate including, but not limited to, for dike integrity.