

KITTITAS RECLAMATION DISTRICT
P.O.BOX 276, FOURTH & WATER STREETS
ELLENSBURG, WASHINGTON 98926
(509) 925-6158 Fax: (509) 925-7425
krdooffice@elltel.net www.elltel.net/krd

TURNOUT PERMIT

THIS AGREEMENT made and dated this ____ day of _____, **20**____, by and between KITTITAS RECLAMATION DISTRICT, an irrigation district organized under and by virtue of the laws of the State of Washington, hereinafter referred to as Grantor; and _____, hereinafter referred to as Grantee, NOW, THEREFORE, IT IS AGREED between the parties as follows:

- 1 Grantor does hereby grant to the Grantees a permit for a **Turnout*** from Grantor's KRD **Lateral** _____ as revealed on the map attached hereto as Exhibit "A" and by reference herein made a part thereof and for the uses and restrictions as follows:
- 2 Said **Turnout*** shall be constructed according to the plans and specifications of Grantor. Grantees shall pay for all costs of labor and materials for the initial installation.
- 3 That the use of the **Turnout*** shall be for the purposes stated above and shall be used in such a manner so as not to hinder, impede, damage or interfere with the water delivery functions and facilities of Grantor.
4. It is further understood that said **Turnout*** is for the Grantees' sole benefit and that the Grantees will indemnify, defend and hold harmless Grantor from any and all claims made by any person or entity, including Grantor's attorney fees and costs incurred in representation on such claim. Grantees shall obtain and provide one million dollar insurance per occurrence that provides loss coverage for incidents arising out of use of the **Turnout*** and which insurance shall name Grantor as an additional insured for that purpose.
5. Grantees, for themselves and for their heirs, successors, or assigns, herewith release Grantor from any and all claims, now existing or that may hereinafter arise in the future, either known or unknown, resulting from or in any connected with seepage from the Grantor's canals and laterals.
6. The **Turnout*** will become the property of KRD after two (2) years of successful operation from the date of this agreement. All repair costs prior to that date will be the responsibility of the Grantee. **(USE THIS PARAGRAPH FOR CIPOLLETTI and RECTANGULAR WEIR TYPE TURNOUTS)**
6. Grantor shall have the right to inspect the **Turnout*** metering device to insure accuracy. All long term maintenance and repair costs shall be the responsibility of the Grantee. Upon notification to the Grantee, Grantor shall have the right conduct repairs and bill the Grantee. **(USE THIS PARAGRAPH FOR PUMP and FLOW METER TYPE TURNOUTS)**

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EXHIBIT "A"

- 1. Turnout* construction requirements / plans: **Attached**
- 2. Location Map: **Attached**
- 3. Turnout* will be numbered: _____
- 4. Cansonite Marker is required to mark **Turnout***

NAME: _____ Phone No. _____

SECTION: _____ TOWNSHIP: _____ RANGE: _____

COUNTY ROAD: _____

Turnout*: This includes associated check, headgate & headwalls, syphon, pump, conduit, weir pool & weir wall or flowmeter or any other structure required to divert and meter water.

KITTITAS RECLAMATION DISTRICT

GRANTEE

by: _____
Chairman

Mr. _____

by: _____
Secretary-Manager

Mrs. _____

TANEUM CANAL COMPANY

By: _____