



# Kittitas Reclamation District

P.O. Box 276

Ellensburg, WA 98926

Phone: (509) 925-6158 Fax: (509) 925-7425

## 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.
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 way 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 SYPHONS, CIPOLLETTI AND RECTANGULAR WEIR TYPE TURNOUTS).**
7. 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 to 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. Carsonite Marker is required to mark **Turnout\***

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

SECTION: \_\_\_\_\_ TOWNSHIP: \_\_\_\_\_ RANGE: \_\_\_\_\_

COUNTY ROAD: \_\_\_\_\_

**Turnout\*: This includes associated check, head gate and headwalls, siphon, pump, conduit, weir pool and weir wall or flowmeter or any other structure required to divert and meter water.**

KITTITAS RECLAMATION DISTRICT

GRANTEE

BY: \_\_\_\_\_  
Secretary/Manager

\_\_\_\_\_

By: \_\_\_\_\_  
Board member

\_\_\_\_\_