

Make checks payable to:

Central Kansas Water
Bank Association
125 S Main St
Stafford, KS 67578

Central Kansas Water Bank Association

*(The non-refundable filing fee of \$450 and monitoring fees
of \$100 per year must accompany this form)*

(Must be received by April 1st of the year in which the deposit will be made)

For Office Use Only

Fee _____
Form # _____
TR # _____
Date Recd _____
Time Recd _____
Initials _____

CONTRACT FOR DEPOSIT

Private Deposit

Public Deposit

Water Right

Owner Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____ Email: _____

Water Right File No: _____ Other File No(s): _____

Vested / Certified: _____ Certified Acre-Feet: _____ **AF**

Hydrologic Unit: _____ Source of Supply: _____

Authorized Point of Diversion:

Legal Desc: _____ 1/4 , _____ 1/4 , _____ 1/4 , Sec _____ Twp _____ Rng _____, _____ County
_____ feet North & _____ feet West of the Southeast corner of said section.

Any Conservation Reserve Program (CRP) or Water Right Conservation Program (WRCP) contracts since 1987?

Yes No If "YES", dates: _____

Any water conservation measures conducted from 1987 through 1996? _____

Previous 2 Years Water Use:

Year: _____ Water Use: _____ **AF** Type of Use: _____ Acres: _____

Year: _____ Water Use: _____ **AF** Type of Use: _____ Acres: _____

Were there water right violations within the last five years (civil penalties, orders of chief engineer)? Yes No

Explain: _____

Was the water right appropriation exceeded during 1987 – 1996 representative period? Yes No

Bankable quantity of water (Average water use 1987 – 1996): _____ **AF**
(NOTE: Water right cannot have been exceeded)

Calendar years for deposit: _____
(not to exceed 5 years):

Total Number of Acre-Feet for Deposit: _____ **AF** x _____ **Years** = _____ **AF**

If a partial deposit, amount remaining under bankable portion of original water right: _____ **AF**
(Cannot exceed the difference between bankable amount and deposited amount)

Payment amount requested: Total \$ _____

Terms of Payment: _____

TERMS AND CONDITIONS OF CONTRACT

Subject to the terms and conditions set forth below, Owner agrees to deposit and The Central Kansas Water Bank Association (Association) accepts for deposit, the water right identified above.

INSPECTION Association shall have the right to inspect the point of diversion, place of use and water flow meter at any time during the term of this contract.

ASSIGNMENT The depositor may not assign or transfer the deposited water without prior written permission of the Association and chief engineer.

WATER USE REPORTING Association participants will be required to submit their Water Use Reports to the Division of Water Resources by March 1st each year throughout the duration of the contract. A copy of the Water Use Report shall be sent to the Association by March 1st each year throughout the duration of the contract.

TERMS OF PAYMENT Owner understands and agrees that Owner shall receive no payment for the deposit until and unless a valid lease agreement is entered into by and between Association and/or Owner and a proposed lessee, a term permit is issued to a proposed lessee, and a proposed lessee pays the lease payment. The lease payment may be paid to Association and remitted to Owner or the lease payment may be paid directly from lessee to Owner.

BINDING This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, and assigns.

COMPLIANCE WITH ALL LAWS This contract is subject to the provisions of the Association charter and all rules, regulations, and policies established by Big Bend Groundwater Management District #5 (including without limitation Central Kansas Water Bank Association Charter Section 504 set forth below) and the Kansas Department of Agriculture, Division of Water Resources. If a partial deposit is made, the depositor agrees to maintain an accurate water flow meter which meets or exceeds the rules and regulations K.A.R. 5-1-4 through 5-1-12 as approved by the Chief Engineer of Kansas Department of Agriculture, Division of Water Resources.

TERMINATION The depositor may terminate this contract upon submission of an approved application to withdraw the water right if the deposited water is not leased. An application to withdraw the deposit must be made prior to July 1 of the calendar year for which the deposit was made. The Association may terminate this contract for breach of contract.

BREACH OF CONTRACT-PENALTIES Breach of contract will result in forfeiture to participate in the Association in the future. All violations of the act, charter, and any applicable rules and regulations may be processed through Section 801 of this charter, and K.A.R. 5-17-13.

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS The undersigned acknowledges they have read and understand the conditions of the above contract and have provided the Association with honest, accurate information in preparation of this deposit.

Water Right Owner: _____ Date: _____

Association Representative: _____ Date: _____

**Central Kansas Water Bank Association Charter
Section 504**

Rules for Depositors

The deposit shall be for a period of not more than five years.

The deposit must be posted on the bulletin board on or before April 1, of the first calendar year that the deposit will be made. All deposits must be for increments of full calendar years.

The proposed deposit is from: 1) a certified water right or vested right 2) is bankable 3) is from a hydrologic unit designated by the Association and 4) within the Association's boundary.

A contract between the Association and the depositor shall be required that sets forth all penalty provisions for breach of any contract conditions.

The deposit shall be subject to such terms and conditions as provided by rules and regulations of the chief engineer.

The depositor shall complete an application for contract to deposit on a form prescribed by the Association and approved by the chief engineer. The application shall include, but not be limited, to the following:

- A. The water right file number and hydrologic unit
- B. Calendar years that the water right will be on deposit not to exceed five years
- C. Whether the water right is a vested right or certified right
- D. Any CRP contracts or WRCP contracts that were in effect any part of the representative period
- E. Any violations of the water right within the last five years.
- F. Quantity of water proposed for deposit
- G. If partial deposit, amount remaining under bankable portion of original water right.
- H. Accurate water use, purpose of use, and acres irrigated (if for irrigation) during the last two years preceding the date the application is filed
- I. Terms of payment
- J. Source of supply
- K. Amount of water right that is bankable (average water use in past representative period)

All contracts for partial deposits shall set forth conditions limiting the total quantity of water pumped remaining under the right and the amount deposited to the bankable amount.

OFFICE USE ONLY			
1. Date application received: _____			2. Bankable Amount of Water Right: _____
3. Is Water right in good standing:	Yes	No	4. Notification to DWR: Yes No
Date: _____	_____ Reviewed by (Association Representative)		