

**Central Kansas Water Bank Association**  
(The Filing Fee of \$100.00 must accompany this application)

For Office Use Only

Fee \_\_\_\_\_

Form # \_\_\_\_\_

TR # \_\_\_\_\_

Date Recd \_\_\_\_\_

Time Recd \_\_\_\_\_

Initials \_\_\_\_\_

**CONTRACT FOR DEPOSIT**

Water Right Owner:

Water Right

Name: \_\_\_\_\_

File Number: \_\_\_\_\_

Address: \_\_\_\_\_

Total Acre-Feet Certified: \_\_\_\_\_

Source of Supply: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hydrologic Unit: \_\_\_\_\_

Auth. Point of Diversion: \_\_\_\_\_<sup>1</sup>/<sub>4</sub>, \_\_\_\_\_<sup>1</sup>/<sub>4</sub>, \_\_\_\_\_<sup>1</sup>/<sub>4</sub>, Sec \_\_\_\_\_ Twp \_\_\_\_\_ Rng \_\_\_\_\_, \_\_\_\_\_, County

Calendar Years of Deposit: (not to exceed 5 years) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Total Number of Acre-Feet for Deposit: \_\_\_\_\_ Acre-Feet x \_\_\_\_\_ Years = Total \_\_\_\_\_ AF

If partial deposit, amount remaining under bankable portion of original water right: \_\_\_\_\_ AF

Amount of Payment Requested per Acre-Feet: \$ \_\_\_\_\_ /AF Total \$ \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

**TERMS AND CONDITIONS OF CONTRACT**

**INSPECTION** The Bank shall have the right to inspect the point of diversion, place of use and 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 Bank and chief engineer.

**WATER USE REPORTING** Water Bank participants will be required to submit their Water Use Reports to the Division of Water Resources by December 1<sup>st</sup> of the current year (even though the water use report states a deadline of March 1<sup>st</sup> of the following year). Water used between December 1<sup>st</sup> and December 31<sup>st</sup> must be submitted on a supplemental water use report.

**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 Bank charter and all rules and regulations set forth by Ground Water Management District #5 and the Kansas Department of Agriculture, Division of Water Resources. If partial deposit is made, depositor agrees to maintain an accurate flow meter which meets the Chief Engineer, Kansas Department of Agriculture, rules and regulations K.A.R. 5-1-4 through 5-1-12.

**TERMINATION** The Depositor may terminate this contract upon written application to withdraw the water right if the water is not leased. Application must be made prior to July 1 of the calendar year for which the deposit was made. The Bank may terminate this contract for breach of contract.

**BREACH OF CONTRACT-PENALTIES** Breach of contract will result in forfeiture to participate in the Bank 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 Bank with honest, accurate information in preparation of this deposit.

Signature of Water Right Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Bank Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 504 from Charter**

**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 December 31, of the year preceding 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, and such approval by the chief engineer, 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 water conservation measures conducted from 1987 through 1996.
- F. Any violations of the water right within the last five years.
- G. Quantity of water proposed for deposit
- H. If partial deposit, amount remaining under bankable portion of original water right.
- I. Accurate water use, purpose of use, and acres irrigated (if for irrigation) during the last two years preceding the date the application is filed
- J. Terms of payment
- K. Source of supply
- L. 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**

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|--|---|
| 1. Date application received: _____                  | 3. Bankable Amount of Water Right: _____  |
| 2. Is Water right in good standing: Yes ____ No ____ | 4. Notification to DWR: Yes ____ No ____  |
| If "NO", Give reason: _____                          | 5. Application approved: Yes ____ No ____ |
| Date: _____  | Reviewed by (Bank Representative) _____   |