

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

<b>For Office Use Only</b>	
Fee	_____
Form #	_____
TR #	_____
Date Recd	_____
Time Recd	_____
Initials	_____

**CONTRACT FOR LEASE**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Use Made of Water: \_\_\_\_\_ Hydrologic Unit: \_\_\_\_\_  
 Source of Supply: \_\_\_\_\_  
 Place of Use of Water Leased: \_\_\_\_\_

			NE4				NW4				SW4				SE4			
S	T	R	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Point of Diversion: \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, \_\_\_\_\_ 1/4, Sec \_\_\_\_\_ Twp \_\_\_\_\_ Rng \_\_\_\_\_, \_\_\_\_\_, County \_\_\_\_\_  
 (from which the leased water will be diverted)

Calendar Years Water is to be Leased: _____, _____, _____, _____, _____, _____, _____, _____, _____, _____ (not to exceed the length of the water bank charter plus three calendar years)
Total Number of Acre-Feet for Lease: _____ Acre-Feet x _____ Years = Total _____ AF
Maximum Rate of Diversion at which the leased water will be diverted: _____
Amount of Payment per Acre-Foot: \$ _____ /AF Total \$ _____
Terms of Payment: _____

**TERMS AND CONDITIONS OF CONTRACT**

**EXERCISE OF CONTRACT** Lessee agrees that if the term permit is not obtained by \_\_\_\_\_, contract will not be exercised.

**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.

**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 and December 31 must be submitted on a supplemental water use report.

**ASSIGNMENT** The lessee may not assign or transfer the deposited water without prior written permission of the Bank and chief engineer.

**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. Lessee 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 thru 5-1-12.

**TERMINATION** Upon termination and end of this lease, or in the event of breach of contract, LESSEE agrees and promises to return the possession of any unused portion of the leased water to the BANK without necessity of legal process.

**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 506 of Charter**

**Rules for Leases**

The proposed lease is from water rights on deposit from the same hydrologic unit designated by the association and within the association's boundary.

The lease 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 lessee shall complete an application for contract to lease water on a form prescribed by the association and approved by the chief engineer. The application shall be filed with the association and shall include the following:

- The hydrologic unit designation of leased water
- Calendar years that water is proposed to be leased
- Number of acre-feet proposed for lease, and the purpose of use
- Location of where leased water will be used, including point of diversion, place of use, acres (if irrigation) current authorized rate (if existing well – proposed rate if new well)
- A current water level measurement
- Aquifer unit (source of supply)
- File numbers of all other water rights that authorize use of water from that point of diversion

Each approved contract shall set forth penalty provisions for breach of contract conditions.

In order to prevent an increase in consumptive use, applications to lease water for a use other than the authorized use of the deposited water proposed for lease shall follow K.A.R. 5-5-9 and 5-5-10.