

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 Rcvd _____

Time Rcvd _____

Initials _____

CONTRACT FOR DEPOSIT

Private Deposit ☐ Public Deposit ☐ CAMP 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), Water Right Conservation Program (WRCP), CKWBA Deposit contracts since 2002?

Yes ☐ No ☐ If "YES", dates: _____

Any water conservation measures conducted from 2002 through 2021? _____

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 2002 – 2021 representative period? Yes ☐ No ☐

Bankable quantity of water (Average water use 2002 – 2021): _____ **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- PRIVATE &/OR PUBLIC DEPOSIT 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.

COMPENSATED ALLOCATION MANAGEMENT PROGRAM (CAMP) TERMS OF PAYMENT – Owner understands and agrees that owner shall receive annual payments from the Kansas Corn Commission for the voluntary deposit of water. Payments are based on the \$200 per AF of historical use and premium payments constructed around the potential response to the Rattlesnake Creek streamflow at Zenith Gage. If payment is not made to include the satisfactory premium payment to depositor, the depositor has a right to terminate the contract before the current annual payment is made.

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 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 acknowledge they have read and understand the conditions of the above contract and have provided the Association with honest, accurate information in preparation for this deposit.

Water Right Owner: _____ Date: _____

Association Representative: _____ Date: _____

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)