

WATER AGREEMENT

For Temporary Use of Water

THIS AGREEMENT, made and entered into this _____ day of _____

19_____, by and between _____

of _____ hereinafter referred to as
(address)

the Temporary Water "USER" and _____
(water right holder's name and full address)

hereinafter referred to as "APPROPRIATOR."

WITNESSETH:

1. Upon receiving authority from the State Engineer, State of Wyoming,

Appropriator shall deliver to the User, a total amount of _____ of
(number of gallons)

of water from the following described appropriation:

(Permit Number) (Name of Well, Ditch or Reservoir)

(Priority) (Source of Supply)

(Amount of Appropriation) (Location of Record Point of Diversion of Ditch or Outlet or Reservoir or Well under this Appropriation)

(Portion of this Appropriation held by Water Appropriator) (Location of User's Point of Diversion)

2. The water to be supplied by Appropriator to the User shall be supplied at a maximum rate of _____
(gallons per minute)

with total daily diversion of _____
(gallons per day)

and said water shall be used for _____
(Indicate where the water will be used and

for what purpose and describe method and point of withdrawal, etc.)

OFFICE USE ONLY

This Agreement was received _____

Fee paid \$ _____

3. It is understood and agreed by the Appropriator that in order to satisfy the consumptive use-return flow formula set forth in Wyoming law, as it applies to direct flow appropriation, it will be necessary for the Appropriation to forego the use of up to double the amount of water diverted under this Agreement as specified in paragraphs 1 and 2, unless an adjustment is made in this requirement by the State Engineer.

4. Throughout the term of this Agreement, the User agrees that day to day water withdrawals hereunder shall be in such nearly even quantities as possible to the end that waste thereof shall not be created either by the User or by the Appropriator.

5. The User agrees to furnish one (1) copy of a sketch map, labeled as "Exhibit B" or any other map necessary for transmittal with this Agreement showing the User's proposed point of use, as well as location of the point of diversion, water right involved, and the temporary water user's point of diversion, if different from the appropriation point of diversion.

The items to be depicted on said map shall be shown with reasonable accuracy within the proper legal subdivision, section, township and range.

6. For and in consideration of the water to be furnished under the terms of this Agreement, the User agrees that Appropriator shall receive in payment thereof _____ cents per M gallon, the foregoing to be full consideration for this Agreement and paid or performed by the User at its sole cost and expense.

7. This Agreement shall be in existence and binding upon the parties hereto for a term of _____ from and after the date of approval by the State Engineer or until such time as the total amount of water contracted for has been supplied, whichever occurs first, but in no event shall exceed a period of two years from the date of approval by the State Engineer.

This Agreement is made pursuant to Wyoming Statute 41-3-110 authorizing the temporary acquisition of adjudicated or valid unadjudicated water rights for highway, railroad construction or repair, drilling operations or other temporary purposes by purchase, gift or lease by the User and providing for the method of said acquisition.

USER:

By _____
Title _____

APPROPRIATOR:

By _____
Title _____

APPROVED

_____ State Engineer of Wyoming

_____ Date

INSTRUCTIONS

1. This form is to be used for Agreements involving adjudicated and valid unadjudicated water rights.

2. All locations required to be given under this agreement shall be described by legal subdivision, section, township and range.

3. The sketch map furnished should show the location of the ditch, pipeline or reservoir or well, the location of the source of supply of the appropriation involved and the location of the point of diversion, the location of the area of use and brief narrative giving a general description of the proposed temporary use.

4. One (1) fully executed Agreement shall be forwarded to the State Engineer's Office. Upon approval by the State Engineer, a fully executed copy will be returned to the parties to the Agreement.

5. Required size of sketch map is 8• x 11", 8• x 14" or multiples thereof.

6. If applicable, the signatures of both husband and wife are required on the Agreement.

7. A fee of Fifty (\$50.00) dollars must accompany each application.

8. Where irrigation rights are involved in any agreement, the right to divert water is limited to the historic irrigation period and when any type of right is involved, water can be used only when that right is in priority.

(This Agreement can only be honored during the historic irrigation period; therefore, if water is to be used in the non-irrigation period, an application for direct flow for temporary use would be in order.)

THESE LIMITATIONS TO APPLY TO AGREEMENTS USING DIRECT FLOW WATER FOR IRRIGATION PURPOSES.

NOTE: Water Agreements will be processed as expeditiously as possible, but you should allow at least 5 working days for the processing of these agreements.