

WATER AGREEMENT - GROUND WATER

For Temporary Use of Water

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

20_____, by and between _____

of _____ hereinafter referred to as
(name of company if applicable)

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

_____ hereinafter referred to as "APPROPRIATOR."
(name of company if applicable)

WITNESSETH:

1. Upon receiving authority from the State Engineer, State of Wyoming, Appropriator shall deliver to the User, a total amount of _____
(number of gallons)
gallons per water year of water from the following described appropriation:

(Permit Number)

(Name of Well)

(Priority)

GROUNDWATER

(Source of Supply)

(Amount of Appropriation)

(Location of Record Point of Withdrawal of Well under this Appropriation)

(Portion of this Appropriation held by Water Appropriator)

(Location of User's Point of Use)

(Total acres to not be irrigated)

(Location of lands to remain unirrigated under this Agreement)

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. To accomplish this, it is necessary to forego the irrigation of 1 acre of land for every 1 acre-foot of water delivered to User.

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, so 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**, the location of the **point of withdrawal**, water right(s) involved, the **temporary water user's point of withdrawal**, and, **lands to be left unirrigated**. The items to be depicted on said map shall be shown with reasonable accuracy within the proper legal subdivision, section, township and range.

6. This Agreement shall be in existence and binding upon the parties hereto for a term from October 1, _____ to September 30, _____ 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.

7. Once water has been delivered to the User, no irrigation can occur on the lands covered by the Agreement until October 1, _____.

8. If irrigation of lands has occurred during the current water year, prior to the application for TWUA, water may not be available for transfer until October 1 of the next water year.

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:

Signature _____
Title _____
Printed Name _____
Mailing Address _____
Phone _____ cell
Phone _____ business
Phone _____ home
e-mail _____

APPROPRIATOR:

Signature _____
Title _____
Printed Name _____
Mailing Address _____
Phone _____ cell
Phone _____ business
Phone _____ home
e-mail _____

APPROVED

State Engineer of Wyoming

Date

INSTRUCTIONS

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

2. Agreements are issued per water year for a maximum of two (2) water years. Water can only be used for either temporary or permanent uses in any one water year.

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

4. The sketch map furnished should show the location of the well, the location of the point of withdrawal, the location of the area of use and the location of the lands on which the appropriator will forego irrigation.

5. Any out of state use must be addressed separately; please contact the State Engineer's Office for details.

6. 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.

7. Required size of sketch map is 8½ x 11", 8½ x 14" or multiples thereof.

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

9. Where irrigation rights are involved in any agreement, the right to divert water may be 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.

Please mail completed forms, along with the \$50 filing fee to:

**State Engineer's Office
Attn: Surface Water
2nd floor, West Wing
Herschler Building
122 West 25th Street
Cheyenne, WY 82002**