

**WEST DIVIDE WATER CONSERVANCY DISTRICT CONTRACT TO LEASE
FARMER'S IRRIGATION COMPANY WATER**

Name of Applicant:

Address of Applicant:

Location Where Water Used:

Farmer's Irrigation Company Headgate No.:

Quantity of Water: ___ Shares - Farmer's Irrigation Company Water

Applicant, hereby applies to the West Divide Water Conservancy District, a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of C.R.S. 1973, §37-45-101, et seq., (hereinafter referred to as the "District") for a contract to beneficially use water or water rights owned, leased, or hereafter acquired by the District. By execution of this Contract, Applicant hereby agrees to the following terms and conditions:

1. Water Right: The District owns 26 shares of Farmer's Irrigation Company water. The shares are available for lease from the District consistent with the terms and conditions of the Farmer's Irrigation Company. Applicant expressly acknowledges the District is not responsible for any interruption in service or delivery of water due to circumstances not under the control of the District.

2. Quantity: Applicant shall be allowed to utilize up to ___ shares of the District's Farmer's Irrigation water for irrigation on land owned by the Applicant in the Colorado River drainage. It is understood that any water allotted to the Applicant by the District will be limited by the priority of the water right and by the physical and legal availability of the water. Any quantity allotted will only be provided so long as water is available and the Applicant fully complies with all of the terms and conditions of this Contract. All water deliveries are subject to the direction of the Farmer's Irrigation Company.

3. Beneficial Use and Delivery: Any and all water allotted Applicant by the District shall be diverted at and used for irrigation on Applicant's property as described herein (Applicant is encouraged to attach a legal description of the property). Applicant's beneficial use of any and all water allotted shall be within or through facilities or upon land owned, leased, operated, or under Applicant's control.

4. Terms of Contract: The term of this Contract shall be for a period of seven (7) months, to begin on April 1, and to end October 31. Applicant expressly understands the amount of water available under the Farmer's Irrigation Company shares varies year to year and may vary throughout any given year depending upon Farmer's Irrigation Company operations. Nothing herein shall extend the duration of the Contract beyond October 31. Applicant may terminate this Contract in the event that Applicant no longer desires to use the water hereunder.

5. Contract Payment: The cost of the contract shall be \$450 to lease one share and \$300 for each additional share. Payments shall be due at the time of the application for lease. Water use for any part of a water year shall require payment for the entire water year.

6. Additional Fees and Costs: Applicant agrees to defray any expenses incurred by the District in connection with the allotment of water rights hereunder, including, but not limited to, reimbursement of legal and engineering costs incurred in connection with any water rights and adjudication necessary to allow Applicant's use of such allotted water rights. In the event the Farmer's Irrigation Company increases the administrative fees associated with the leased shares hereunder during the term of this Contract, those fees shall be passed on to the Applicant and paid by the Applicant within 30 days of billing by the District.

7. Other Rules: Applicant shall be bound by the provisions of the Water Conservancy Act of Colorado; by the rules and regulations of the Board of Directors of the District; by the rules and regulation of the Farmer's Irrigation Company, and all amendments thereof and supplements thereto and by all other applicable law.

8. Operation and Maintenance Agreement: Applicant shall enter into an "Operation and Maintenance Agreement" with the District under terms and conditions determined by the Board of Directors of the District, if and when, the Board of said District determines in its sole discretion that such an agreement is required. Said agreement may contain, but shall not be limited to, provisions for additional annual monetary consideration for extension of District delivery services and for additional administration, operation, and maintenance costs; or for other costs to the District which may arise through services made available to the Applicant.

9. Change of Use: The District reserves the exclusive right to review, reapprove or disapprove any proposed change in use of the water allotted hereunder. Any use other than that set forth herein or any lease or sale of the water or water rights allotted hereunder without the prior written approval of the District shall be deemed to be a material breach of this Contract.

10. Use and Place of Use: Applicant agrees to use the water in the manner and on the property described in the documents submitted to the District. Any use other than as set forth herein shall be deemed to be a material breach of this agreement.

11. Title/No Subleasing: It is understood and agreed that nothing herein shall be interpreted to give the Applicant any equitable or legal fee title interest in or to any water or water rights referred to herein. There shall be no subleasing of the District's water.

12. Conservation: Applicant shall use commonly accepted conservation practices with respect to the water and water rights herein, and hereby agrees to be bound by any conservation plan adopted hereafter by the District for use of District owned or controlled water or water rights.

13. Measuring Device and Meter: Applicant shall install measuring devices acceptable to Farmer's Irrigation Company to account for diversions made pursuant to the terms of this Contract. Applicant shall be responsible for coordinating with the Farmer's Irrigation Company, and the District all pertinent details regarding manner of delivery of said water. The District is in no way responsible for coordinating delivery of said water.

14. Representations: By executing this Contract, Applicant agrees that it is not relying on any legal or engineering advice that Applicant may believe has been received from the District. Applicant further acknowledges that it has obtained all necessary legal and engineering advice from Applicant's own sources other than the District. Applicant further acknowledges that the District makes no guarantees, warranties, or assurances whatsoever about the quantity or quality of water available pursuant to this Contract. Should the District be unable to provide the water contracted for herein, no damages may be assessed against the District, nor may Applicant obtain a refund from the District.

WEST DIVIDE WATER CONSERVANCY DISTRICT

By: _____
Tammy Keenan

Date _____

By _____
_____, Applicant

Date _____