



State Engineer's Office

HERSCHLER BUILDING, 2W
CHEYENNE, WYOMING 82002
(307) 777-6150

MARK GORDON
GOVERNOR

GREG LANNING, P.E.
STATE ENGINEER

January 20, 2021

David P Palmerlee, PC, Attorney at Law
108 Blackfoot St
Buffalo WY 82834

**Re: Temporary Water Agreement, Order No. 21-18 AMD
Birmingham Ditch, Territorial Proof No. T2369.0 and Wilson Ditch, Permit No. 293.0D**

**Temporary Water Agreement, Order No. 21-19 AMD
Schoonmaker Ditch, Territorial Proof No. 5618.0-**

Dear Mr. Palmerlee:

Enclosed is the Amended Order for your use of water from the above referenced source.

The following amendments have been applied to this Temporary Water Use Agreement:

- Corrected to show use is in Carbon County

Respectfully,

Jason Feltner
Assistant Administrator, Surface Water

JF/sl
Attachments

cc: Brian Pugsley, Superintendent, Div I
Forrest Keizer, Hydrographer/Commissioner
Ashley Carter, Office Support Specialist
(via email)

Pathfinder Ranch LLC
Attn: Matt Hoobler
PO Box 768
Cheyenne WY 82003

Surface Water
(307) 777-6475

Ground Water
(307) 777-6163

Board of Control
(307) 777-6178

Interstate Streams
(307) 777-1942

ORDER NO. 21-18 AMD

Sinclair Wyoming Refining Company (hereinafter “User”) having made application to acquire a temporary water right, and having filed a Water Agreement for Temporary Use of Water (hereinafter “Agreement”), by and between User and **Pathfinder Ranches, LLC (hereinafter “Appropriator”)** for the purchase and use of surface water (hereinafter “water”) from the **Birmingham Ditch, Territorial Proof No. T2369.0-**, with a record point of diversion located in the NE¼NW¼ of Section 34, T27N, R86W and from the **Wilson Ditch, Permit No. 293.0D**, with a record point of diversion located in the SW¼SE¼ of Section 15, T30N, R85W,

THE STATE ENGINEER FINDS AS FOLLOWS:

That User wishes to use the above-mentioned water for industrial and domestic use purposes at the Sinclair Wyoming Refinery, to provide water for the User if an Allocation year is declared on the North Platte River, (hereinafter “use”), in *****Carbon***** County, WY, as depicted on the attached sketch maps marked “Exhibit B-1” and “Exhibit B-2”; and

*****Order corrected to show use is in Carbon County*****

That, in connection with said use, it is necessary that User have considerable water available to it; and

That the most practicable source of said water is from the **Birmingham Ditch, Territorial Proof No. T2369.0-**, supplied from the Sand Creek (26-86), with a record point of diversion located in the NE¼NW¼ of Section 34, T27N, R86W, a priority date of December 31, 1879, an appropriation of 0.81 cubic feet per second and from the **Wilson Ditch, Permit No. 293.0D**, supplied from the Horse Creek, with a record point of diversion located in the SW¼SE¼ of Section 15, T30N, R85W, a priority date of June 18, 1892, an appropriation of 1.15 cubic feet per second and the rights of which are adjudicated and held in the name of the Appropriator for irrigation purposes only; and

That User wishes to divert the temporarily transferred water at a point of diversion located on the North Platte River in the SE¼NE¼ of Section 6, T21N, R85W; and

That User and Appropriator have made and entered into the Agreement, dated **December 3, 2020**, relating to the use and purchase of water in the amount of approximately **89,280,000 gallons or 274 acre-feet**, with not more than **44,640,000 gallons or 137 acre-feet being used per water year**; and

That the water right acquired by User under the Agreement has been historically, consumptively used by Appropriator; and

That, upon review of information, data and materials in the State Engineer’s records, no other appropriator will be injured by the temporary transfer described in the Agreement; and

That the Agreement is marked “Exhibit A”, and attached hereto, and sketch maps showing the proposed point of diversion and area of use are marked “Exhibit B-1” and “Exhibit B-2” and attached hereto, all of which are incorporated herein by this reference.

IT IS, THEREFORE, ORDERED:

That, subject to the provisions of this Order, the Agreement is hereby ratified and approved, and the User is authorized to purchase and use said water, as provided for in the Agreement, **through September 30, 2022** or until said use is complete, whichever comes first, at which time said water shall be automatically reinvested to its former use, all as provided by Wyoming Statute §41-3-110; and

That in accordance with the Agreement, User shall keep Appropriator and Superintendent of Division I, informed of its daily diversions; and

That in accordance with the Agreement, User shall keep daily records of its water use under the Agreement; and

That said records and tabulation of the total amount of water used shall be submitted to Brian Pugsley, Division I Superintendent, 510 West 27th Avenue, Torrington, WY 82240, Phone: 307-532-2248, Email: brian.pugsley@wyo.gov, with a copy to the State Engineer's Office, Herschler Building, 2W, Cheyenne, WY 82002, Phone: 307-777-6475, Email: sandra.lorentz@wyo.gov, and to Forrest Keizer, Hydrographer/Commissioner, 2020 Fairground Rd., Ste 104, Casper, WY 82604, Phone: 307-577-1304, Email: forrest.keizer@wyo.gov, and to Ashley Carter, Office Support Specialist, 510 W 27th Ave, Torrington, WY 82240, Phone: 307-532-2248, Email: ashley.carter@wyo.gov; and

That the records shall be submitted no later than the 10th of each month following the month the water was used; and

That the records shall be submitted whether water is diverted or not, showing the daily use of water under this Order; and

That the records shall be used as necessary for water administration and water accounting purposes; and

That failure, on the part of User, to file the records will be grounds for denial of use of water under this Order; and

That the User shall inform the Water Commissioner of the date it wishes to begin diverting water, and the diversion of water will be done at all times under the supervision of the Water Commissioner; and

That prior to the use of any water under this Agreement, a meter acceptable to the State Engineer must be installed on the discharge pipe at the User's point of diversion; and

That if the User diverts any water under this Agreement, the Appropriator shall forego irrigation of 137 acre, that is readily identifiable upon inspection by the Hydrographer/Commissioner, for the duration of this Order; and

That if an Allocation Year is not declared and no water is used under this Agreement, the Temporary Water Agreement will be void and of no force or effect for that year and the lands pursuant to this appropriation still remain in irrigation use; and

That the total amount of water used under the Agreement must not exceed **44,640,000 gallons or 137 acre-feet per water year**, and

That the water will be diverted by User at a point of diversion located on the North Platte River in the **SE¼NE¼ of Section 6, T21N, R88W**; and

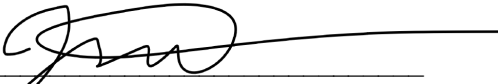
That User shall only use water transferred under the Agreement in *****Carbon***** County, Wyoming; and

******Order corrected to show use is in Carbon County******

That this Order is issued on the condition that State Engineer Personnel be provided free and unencumbered access to the Appropriator's and User's point(s) of diversion(s) and point(s) of use to perform their duties as described by law; and

That the State Engineer Personnel may request and must be provided a copy of the Agreement and this Order as part of the performance of their duties.

ORDERED THIS 20TH DAY OF JANUARY, 2021.



for STATE ENGINEER

January 20, 2021
Order Number 21-18 AMD

WATER AGREEMENT – SURFACE WATER
For Temporary Use of Water

at Sinclair Wyoming Refining Company

THIS AGREEMENT, made and entered into this 3rd day of Dec 2020, by and between Sinclair Wyoming Refining Company (name of company) hereinafter referred to as the Temporary Water "USER" and Matt Hoobler, Director of Operations, Pathfinder Ranches, LLC 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 137 acre-feet, or 44.64 million gallons of water per water year from the following described two "APPROPRIATIONS":

Appropriation No. 1:

Terr Proof 2369
(Permit Number)

Birmingham Ditch
(Name of Ditch of Reservoir)

Early 1879
(Priority)

Sand Creek
(Source of Supply)

.81 cfs/57 acres
(Amount of Appropriation)

T27N R86W S34 NENW
(Location of Record Point of Diversion of Ditch or Outlet Of Reservoir Under This Appropriation)

Full
(Portion of this Appropriation held by Water Appropriator)

T21N R85W S6 SENE
(Location of User's Point of Diversion)

OFFICE USE ONLY

This Agreement was received 12-3-2020

Fee paid \$ 50.00 CHA Tyrrell Resources Inc

Appropriation No. 2:

P293 Proof 2416
(Permit Number)

Wilson Ditch
(Name of Ditch of Reservoir)

6/18/1892
(Priority)

Horse Creek
(Source of Supply)

1.15 cfs/80 acres
(Amount of Appropriation)

T30N R85W S15 SWSE
(Location of Record Point of
Diversion of Ditch or Outlet
Of Reservoir Under This
Appropriation)

Full
(Portion of this Appropriation
held by Water Appropriator)

T21N R85W S6 SENE
(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 1015 gpm with total daily diversion of 1.5 million gallons per day and said water shall be used for:

SEE EXHIBIT A

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 Appropriator 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. Additionally, water can only be used during the historic irrigation period.

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 or any other map necessary for transmittal with this Agreement showing the **User's proposed point of use** and the **temporary water User's point of diversion**, if different from the appropriation point of diversion, labeled as **EXHIBIT B-1**; as well as location of the **point of diversion** of the water right involved, labeled **EXHIBIT B-2**. The items to be depicted on said map shall be shown with reasonable accuracy within the proper legal subdivision, section, township and range. It is preferable that the temporary water user's point of diversion be from the facility under the original appropriation when possible.

6. This Agreement shall be in existence and binding upon the parties by the State Engineer or until such time as the total amount hereto for a term of 10/1/2020 to 9/30/2022 (*length of time*) from and after the date of approval 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:

Signature 

Printed Name Lynn Hart

Title Secretary and General Counsel
Sinclair Wyoming Refining Company
550 East South Temple
Salt Lake City, Utah 84102

Mailing Address: David F. Palmerlee, PC, Agent
Attorney at Law
108 Blackfoot St.
Buffalo, WY 82834

Phone (307) 217-0785 (Palmerlee)

e-mail dpal@h2owyo.com

APPROPRIATOR:

Signature 

Title Director of Operations at Pathfinder Ranches

Printed Name Matt Hoobler

Mailing Address P. O. Box 768, Cheyenne, WY 82003

Phone (307) 214-2739 cell

Phone (307) 456-3637 business

Phone _____ home

e-mail Matt.Hoobler@PathfinderRanches.com

APPROVED



for State Engineer of Wyoming

12/9/2020

Date

INSTRUCTIONS

1. This form is to be used for Agreements involving adjudicated and valid unadjudicated **surface 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, 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. Any out of state use must be addressed separately; please contact the State Engineer's Office for details.
5. 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.
6. Required size of sketch map is 8½ x 11", 8½ x 14" or multiples thereof.
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.

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

EXHIBIT A
To
TEMPORARY WATER USE AGREEMENT

Water to be used for industrial and domestic purposes at the Sinclair Wyoming Refinery located at Sinclair, Wyoming. The point of withdrawal is the record Point of Diversion for the Sinclair Wyoming Refining Company in T21N R85W Section 6, SENE. Water may be diverted at a rate up to 2.3 cfs, but will not exceed 137 AF per month.

This Temporary Water Agreement is intended to provide water for the USER if an Allocation Year is declared on the North Platte River.

Therefore, this Temporary Water Agreement expressly authorizes the USER to divert water in either February, March or April, 2021, as determined by the USER and APPROPRIATOR and communicated to the State Engineer, in lieu of diversion during the Historic Irrigation Period.

Further, the Historic Irrigation Period limitation in paragraph three of this Temporary Water Agreement and in paragraph eight of the Instructions does not apply to this Temporary Water Agreement.

The Appropriator's lands will be fallowed for the entire following irrigation season if this Temporary Water Agreement is activated.

If an Allocation Year is not declared, this Temporary Water Agreement will be void and of no force or effect for that year and the lands pursuant to this appropriation still remain in irrigation use.

EXHIBIT B-1
To
Temporary Water Use Agreement

Terr Proof 2369 and
P293 Proof 2416

User's Proposed Point of Use - Sinclair Wyoming Refinery

USER'S Point of Diversion - Sinclair Wyoming Refining Company

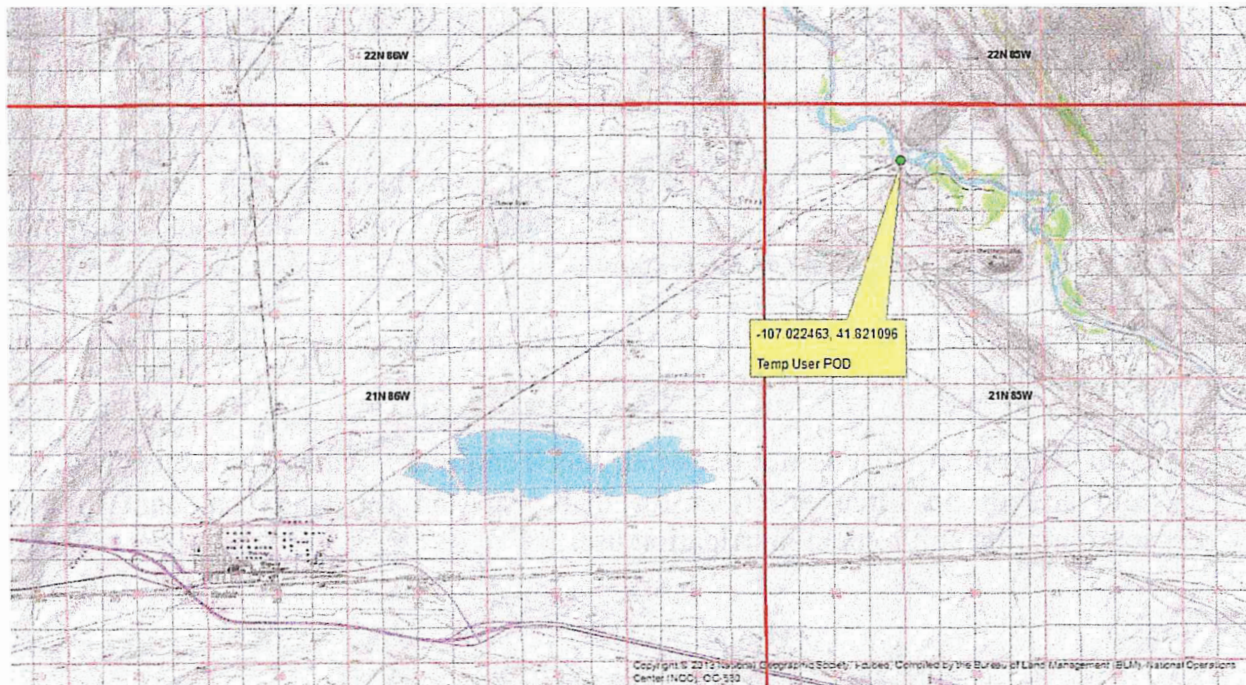


EXHIBIT B-2 Page 1
To
Temporary Water Use Agreement

Terr Proof 2369
Birmingham Ditch
Early 1879

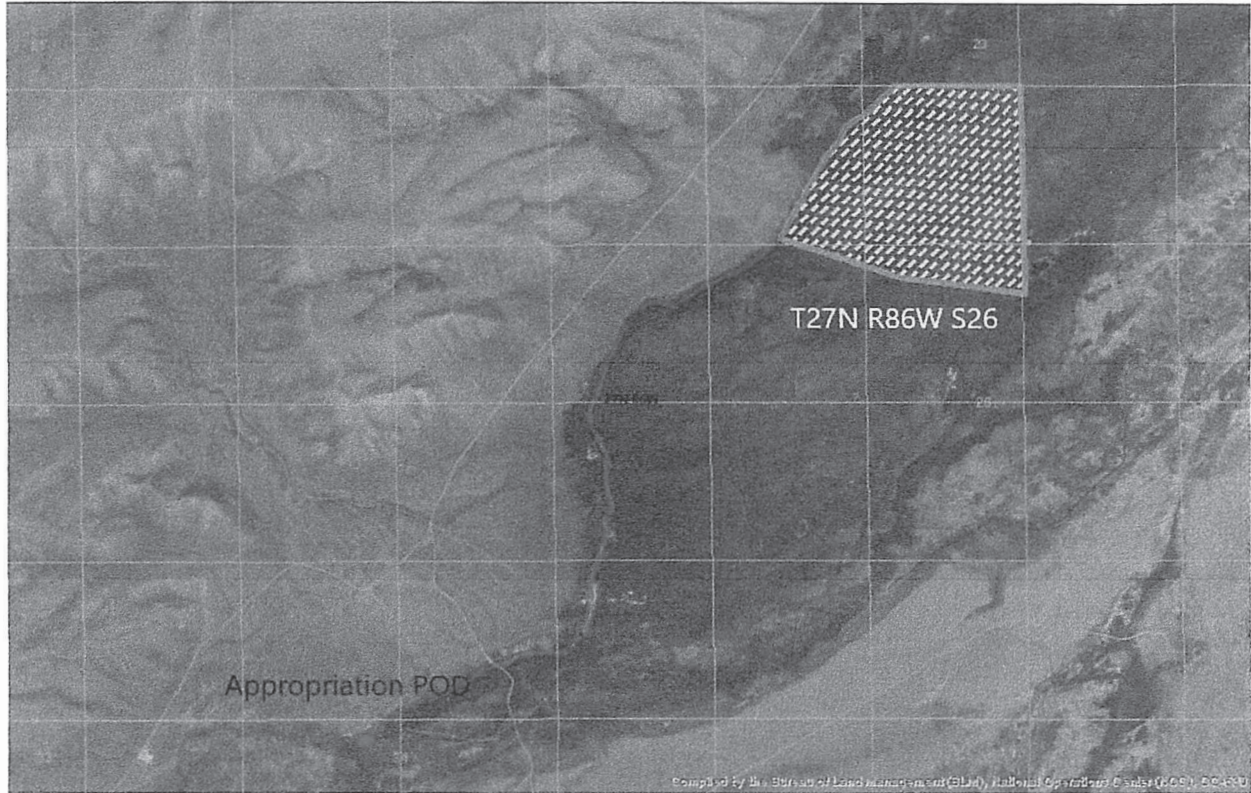


EXHIBIT B-2, Page 2
To
Temporary Water Use Agreement

P293 Proof 24168
Wilson Ditch
6/18/1892

