

# NOTICE

This scan only represents the application as filed. The information contained herein meets the requirements of K.A.R. 5-3-1 or K.A.R. 5-5-1, and has been found acceptable for filing in the office of the Chief Engineer. The application should not be considered to be a complete application as per K.A.R. 5-3-1b or K.A.R. 5-5-2a.

Submit To: CHIEF ENGINEER  
Division of Water Resources  
Kansas Department of Agriculture  
1320 Research Park Drive  
Manhattan, Kansas 66502  
http://agriculture.ks.gov/dwr

**APPLICATION FOR APPROVAL TO  
CHANGE THE PLACE OF USE, THE  
POINT OF DIVERSION OR THE USE  
MADE OF THE WATER UNDER AN  
EXISTING WATER RIGHT**



State of Kansas

**Filing Fee Must Accompany the Application**  
(Please refer to Fee Schedule on signature page of application form.)

Paragraph Nos. 1, 2, 3, 4 & 8 must be completed. Complete all other applicable portions. A topographic map or detailed plat showing the authorized and proposed points(s) of diversion and /or place of use must accompany this application.

1. Application is hereby made for approval of the Chief Engineer to change the

- Place of Use  
(Check one or more)  Point of Diversion  
 Use Made of Water

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SEP 24 2020

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SEP 28 2020

3:18

KS Dept Of Agriculture

Garden City Field Office  
Division of Water Resources

File No. HM-023

2. Name of applicant: ~~SMITH FAMILY LAND LP~~ Winner Circle Feedyard Syracuse LLC

Address: ~~PO BOX 375~~ 2700 W Hwy 50

City, State and Zip: SYRACUSE, KS 67878-0375

Phone Number: (620) 384-5711 E-mail address: \_\_\_\_\_

What is your relationship to the water right;  owner  tenant  agent  other? If other, please explain. \_\_\_\_\_

Name of water use correspondent: ~~WANDA M SMITH~~ Winner Circle Feedyard Syracuse LLC

Address: ~~PO BOX 375~~ 2700 W Hwy 50

City, State and Zip: SYRACUSE, KS 67878-0375

Phone Number: ( ) \_\_\_\_\_ E-mail address: \_\_\_\_\_

3. The change(s) proposed herein are desired for the following reasons (please be specific): \_\_\_\_\_

To accommodate a feedlot operation. This change will convert an irrigation right to a dual use irrigation/stockwatering permit. In addition, this application will change the authorized place of use to cover the feedlot.

The change(s) (was) (will be) completed by UPON APPROVAL

(Date)

For Office Use Only:															
F.O. Code	<u>4</u>	GMD	<u>-</u>	Meets K.A.R. 5-5-1	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Use	<u>IRR</u>	Source	<input checked="" type="checkbox"/> G <input type="checkbox"/> S	County	<u>HM</u>	By	<u>KJN</u>	Date	<u>9/28/2020</u>
Code	<u>C-2</u>	Fee \$	<u>500</u>	TR #		Receipt Date	<u>9/28/2020</u>	Check #	<u>7273</u>						

6. The presently authorized point(s) of diversion (is) (are) ONE WELL; PUMP; MOTOR  
(Provide description and number of points)
7. The proposed point(s) of diversion (is) (are) ONE WELL; PUMP; MOTOR  
(Provide description and number of points)

**List all presently authorized point(s) of diversion:**

8. **Presently authorized point of diversion:**  
One in the NE Quarter of the SW Quarter of the NW Quarter of Section 3, Township 24 South, Range 41 (W), in HAMILTON County, Kansas, 3415 feet North 4275 feet West of Southeast corner of section.  
Authorized Rate 1000 Authorized Quantity 166  
(DWR use only: Computer ID No. \_\_\_\_\_ GPS \_\_\_\_\_ feet North \_\_\_\_\_ feet West)  
 This point will not be changed     This point will be changed as follows:  
**Proposed point of diversion: (Complete only if change is requested)**  
One in the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section.  
Proposed Rate \_\_\_\_\_ Proposed Quantity \_\_\_\_\_  
This point is:  Additional Well     Geo Center    List other water rights that will use this point \_\_\_\_\_

9. ~~**Presently authorized point of diversion:**  
One in the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section.  
Authorized Rate \_\_\_\_\_ Authorized Quantity \_\_\_\_\_  
(DWR use only: Computer ID No. \_\_\_\_\_ GPS \_\_\_\_\_ feet North \_\_\_\_\_ feet West)  
 This point will not be changed     This point will be changed as follows:  
**Proposed point of diversion: (Complete only if change is requested)**  
One in the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section.  
Proposed Rate \_\_\_\_\_ Proposed Quantity \_\_\_\_\_  
This point is:  Additional Well     Geo Center    List other water rights that will use this point \_\_\_\_\_~~

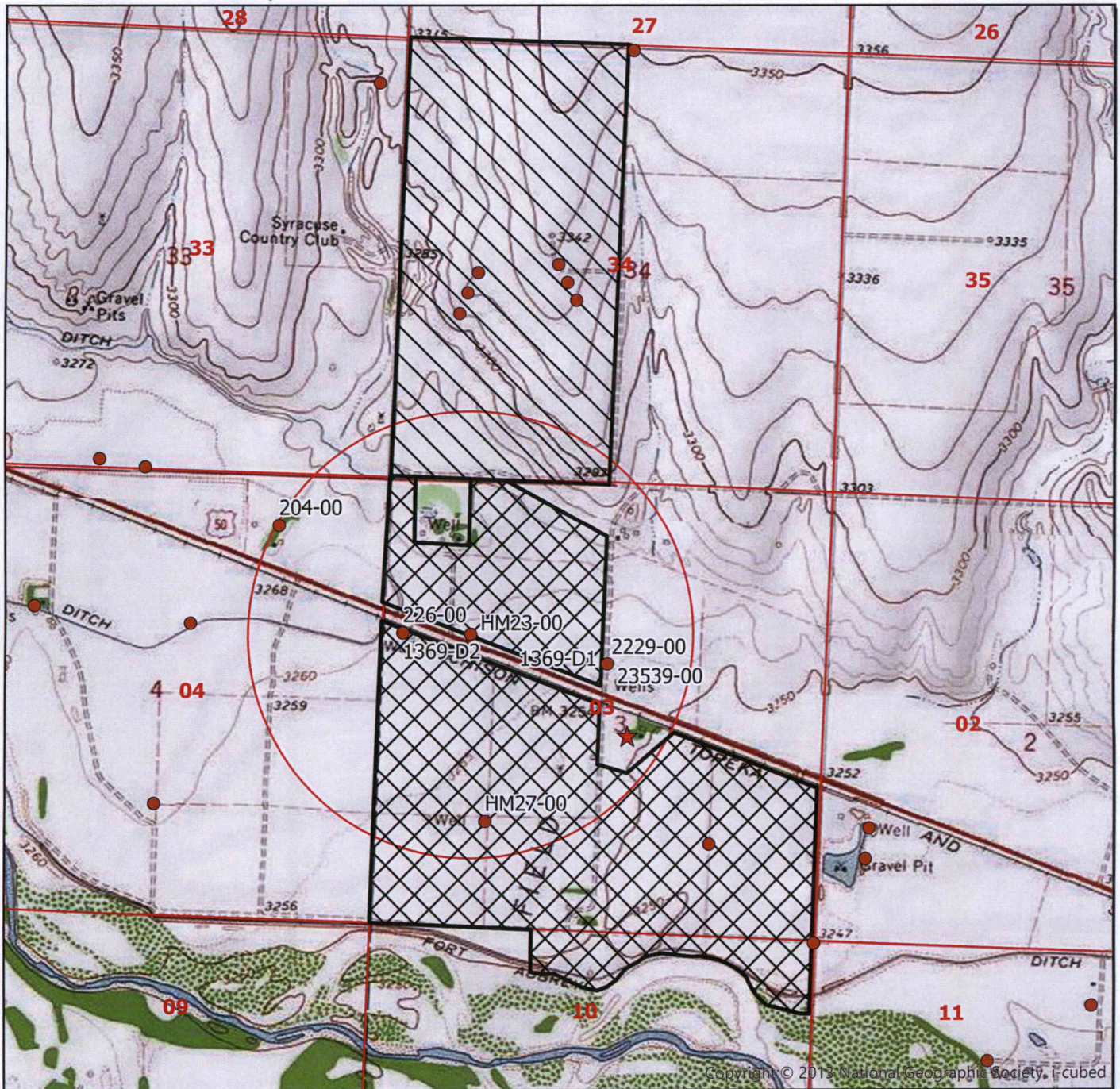
10. ~~**Presently authorized point of diversion:**  
One in the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section.  
Authorized Rate \_\_\_\_\_ Authorized Quantity \_\_\_\_\_  
(DWR use only: Computer ID No. \_\_\_\_\_ GPS \_\_\_\_\_ feet North \_\_\_\_\_ feet West)  
 This point will not be changed     This point will be changed as follows:  
**Proposed point of diversion: (Complete only if change is requested)**  
One in the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section.  
Proposed Rate \_\_\_\_\_ Proposed Quantity \_\_\_\_\_  
This point is:  Additional Well     Geo Center    List other water rights that will use this point \_\_\_\_\_~~

11. Describe the current condition of and future plans for any point(s) of diversion which will no longer be used. N/A

**IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY**



CHANGE IN PLACE OF USE / USE MADE OF WATER  
 VESTED RIGHT, FILE NO. HM-023  
 NW 1/4 OF SECTION 3-24S-41W IN HAMILTON COUNTY



List of owner names and addresses within 1/2 mile:

- POINT OF DIVERSION
- ★ DOMESTIC WELL
- ▨ AUTHORIZED PLACE OF USE
- ▩ PROPOSED PLACE OF USE

File Nos. HM-27, 226 & 1369-D2: Owned by Applicant  
 File Nos. 1369-D1, 2229 & 23539: Arthur & Penny Boltz  
 File No. 204: Eddie George  
 Domestic Well: John & Amy Welch  
 PO Box 712 Syracuse KS 67878-0712

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By signing below I agree that all wells, including domestic, and owners names and addresses with 1/2 mile of the proposed point of diversion have been shown on the map.

Signature *Reddy D* 8-18-20 Date



Created By: AM/GCFO



## STOCKWATER USE SUPPLEMENTAL SHEET

File No. \_\_\_\_\_

Name of Applicant (Please Print): Winner Circle Feedyard Syracuse LLC

1. Please indicate type of livestock (cattle, hogs, etc.): Cattle
2. Please complete the following table showing past and present water requirements:

### PAST NUMBER OF HEAD AND WATER DIVERTED, IF APPLICABLE

LAST 5 YEARS	NUMBER OF HEAD	WATER DIVERTED (GALLONS)	GALLONS PER HEAD PER DAY
5 years ago			
Last year			
Present Year			

3. Please complete the following table showing estimated future water requirements:

### ESTIMATED FUTURE NUMBER OF HEAD AND WATER DIVERTED

NEXT 5 YEARS	NUMBER OF HEAD	WATER TO BE DIVERTED (GALLONS)	GALLONS PER HEAD PER DAY
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

Please attach any additional information, tables, or curves showing past, present and estimated future water requirements to substantiate the amount of water requested.

4. Please designate the legal description of the location where the water is to be used. Show in the space provided below the Section (S), Township (T), and Range (R), and the number of acres in each forty acre tract or fractional portion thereof.

S	T	R	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
34	23	41W																	

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5. Show quantities of water used and all associated water uses at the feedlot such as water used in feed mills, cooling of animals, washing, flushing of wastes, etc.:

**DRINKING**

12,261 head of cattle x 13.304 gallons/head (avg.) x 365 days = 59,538,800 gallons  
 \_\_\_\_\_ head of \_\_\_\_\_ x \_\_\_\_\_ gallons/head (avg.) x \_\_\_\_\_ days = \_\_\_\_\_ gallons  
 \_\_\_\_\_ head of \_\_\_\_\_ x \_\_\_\_\_ gallons/head (avg.) x \_\_\_\_\_ days = \_\_\_\_\_ gallons

**COOLING**

\_\_\_\_\_ gallons/hour x \_\_\_\_\_ hour/day x \_\_\_\_\_ days = \_\_\_\_\_ gallons

**SANITATION**

\_\_\_\_\_ g.p.m. x 60 min/hr x \_\_\_\_\_ hr/wk x \_\_\_\_\_ wks/yr = \_\_\_\_\_ gallons

**OTHER USE** (Explain) \_\_\_\_\_ = \_\_\_\_\_ gallons

**TOTAL** ----- gallons

6. Show location of present and future location of confinement pens on your attached maps or photographs.
7. Total feed bunk space for cattle or livestock is \_\_\_\_\_ linear feet.
8. Total size of stock pens for confinement area of cattle, hogs, etc. is \_\_\_\_\_ square feet.

You may attach any additional information you believe will assist in informing the Division of Water Resources of the need for your request.



12. The presently authorized use of water is for IRRIGATION purposes.

It is proposed that the use be changed to IRRIGATION & STOCKWATERING purposes.

13. If changing the place of use and/or use made of water, describe how the consumptive use will not be increased.

This request proposes to convert the water right to both stockwater and irrigation use for a dual use permit. the proposed stockwater authorized quantity is based on a consumptive use conversion of 83% in Hamilton County (KAR 5-5-9).

Current Authorized – 200 AF \* 83% = 166 AF

(Please show any calculations here.)

14. It is requested that the maximum annual quantity of water be reduced to 166 (acre-feet or million gallons).

15. It is requested that the maximum rate of diversion of water be reduced to N/A gallons per minute (\_\_\_\_ c.f.s.).

16. The application must include either a topographic map or detailed plat. A U.S. Geological Survey Topographic Map, scale 1:24,000, is available through the Kansas Geological Survey, 1930 Constant Avenue, University of Kansas, Lawrence, Kansas 66047-3726 ([www.usgs.gov](http://www.usgs.gov)). The map should show the location of the presently authorized point(s) of diversion. Distances North and West of the Southeast corner of the section must be shown. The presently authorized place of use should also be shown. Identify the center of the section, the section lines and the section corners and show the appropriate section, township, and range numbers on the map. In addition the following information must also be shown on the map.

a. If a change in the location of the point(s) of diversion is proposed, show:

- 1) The location of the proposed point(s) of diversion. Distances North and West of the Southeast corner of the section must be shown. Please be certain that the information shown on the map agrees with the information shown in Paragraph Nos. 9, 10 and 11 of the application.
- 2) If the source of supply is groundwater, please show the location of existing water wells of any kind, including domestic wells, within 1/2 mile of the proposed well or wells. Identify each well as to its use and furnish name and mailing address of the property owner or owners. If there are no wells within 1/2 mile, please indicate so on the map.
- 3) If the source of supply is surface water, the names and mailing addresses of all landowner(s) 1/2 mile downstream and 1/2 mile upstream from your property lines must be shown.

b. If a change in the place of use is desired, show the proposed place of use by crosshatching on the map. Please be certain that the information shown on the map agrees with the information shown in Paragraph No. 5 of the application.

17. Attach documentation to show the change(s) proposed herein will not impair existing water rights and relates to the same local source of supply as to which the water right relates. This information may include statements, plats, geology reports, well logs, test hole logs, and other information as necessary information to show the above. Additional comments may be made below.

MEETS K.A.R. 5-5-9

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18. If the proposed change(s) does not meet all applicable rules and regulations of the Kansas Water Appropriation Act, please identify the rules and regulations for which you request a waiver. State the reason why a waiver is needed and why the request should be granted. Attach documentation showing that granting the request will not impair existing water rights and will not prejudicially and unreasonably affect the public interest.

**REAL ESTATE PURCHASE CONTRACT  
(LAND ONLY)**

THIS AGREEMENT, made and entered into this 22th day of June, 2020 by and between, Smith Family Land, LP referred to as "Seller", whether one or more, and Winner Circle Feedyard Syracuse, LLC referred to as "Buyer", whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in Hamilton County, KS, to-wit: Surface rights in the West-Half (W/2) of 3-24-41 less highway and railroad, that part of the South-Half of the Southeast Quarter (S/2 of the SE/4 of 3-24-41 lying south of highway and railroad and the North-Half of the North-Half (N/2 of the N/2) and lots 1-4, 9 plus accretions 10-24-41
2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above-described real property, the sum of (\$1,035,000) Dollars in the manner following, to wit: \$103,500 as earnest money at the signing of contract with remaining balance to be paid at closing.
3. **TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer a title insurance company's title binder to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Seller, subject to: Encroachments which would be disclosed by survey, rights-of-way of record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those exceptions which are standard to American Land Title Association's Form B or as specified herein. A copy of the title binder will be furnished to lender, listing broker, and Seller as promptly as possible. The Seller and Buyer shall each pay one-half the cost of the title policy. In the event the land is to be used for new construction, the builder/Seller may receive builder discount if any. Buyer shall pay for any lender's/mortgagee's/Instrument holder's title insurance coverage. Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, the Buyer may, at Buyer's option, waive such defect or terminate this Contract. If the Buyer elects to terminate, then the earnest money shall be refunded promptly to the Buyer and the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs and title insurance cancellation fees, and all parties shall be released from any further liability hereunder. Title Evidence to be ordered from: Frazer Abstract & Title.

Buyer requests title company to:

- leave title binder open
- issue final policy on land
- \_\_\_\_\_

4. Mineral rights will:

- Seller's interest to pass with the land to the Buyer
- remain with the Seller
- N/A

5. Crops planted at the time of sale will:

- to go to the Buyer
- to go to Seller
- None.

6. Water rights will:

- pass with the land to the Buyer (\*see exhibit A attached)
- remain with the Seller
- other (please describe)

7. There is no leasehold interest or tenant's rights in the subject property except as follows: None

Land currently zoned as: Agriculture.

8. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed and Affidavit of No liens and other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the transactions, shall be shared equally between the Buyer and Seller.

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3. **TITLE EVIDENCE:** The Seller shall cause to be furnished to Buyer a title insurance company's title binder to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Seller, subject to: Encroachments which would be disclosed by survey, rights-of-way of record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those exceptions which are standard to American Land Title Association's Form B or as specified herein. A copy of the title binder will be furnished to lender, listing broker, and Seller as promptly as possible. The Seller and Buyer shall each pay one-half the cost of the title policy. In the event the land is to be used for new construction, the builder/Seller may receive builder discount if any. Buyer shall pay for any lender's/mortgagee's/Instrument holder's title insurance coverage. Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, the Buyer may, at Buyer's option, waive such defect or terminate this Contract. If the Buyer elects to terminate, then the earnest money shall be refunded promptly to the Buyer and the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs and title insurance cancellation fees, and all parties shall be released from any further liability hereunder. Title Evidence to be ordered from: Frazer Abstract & Title.

Buyer requests title company to:

- leave title binder open
- issue final policy on land
- \_\_\_\_\_

4. Mineral rights will:

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- N/A

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5. Crops planted at the time of sale will:

- to go to the Buyer
- to go to Seller
- None.

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6. Water rights will:

- pass with the land to the Buyer (\*see exhibit A attached)
- remain with the Seller
- other (please describe)

7. There is no leasehold interest or tenant's rights in the subject property except as follows: None

Land currently zoned as: Agriculture.

8. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed and Affidavit of No liens and other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the transactions, shall be shared equally between the Buyer and Seller.



9. **EARNEST MONEY:** The Buyer does hereby deposit with Frazee Abstract & Title, earnest money in the form of a check and in the amount of \$103,500 as a security that the terms and conditions of this Contract shall be fulfilled by applied to the purchase price at closing. In the event this contract fails to close, the earnest money shall be disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Pursuant to Kansas Statute 58-3061 (g), the broker can only disburse earnest money 1) pursuant to written authorization of buyer and seller, 2) pursuant to a court order, or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds or documents deposited with the escrow agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent or any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent or listing broker.
10. **PRORATION OF TAXES AND RESERVES:** All taxes and special assessments shall be paid from the proceeds of the sale as herein provided. All ad valorem taxes, the current annual installment of special assessments, rentals, homeowner's association dues, and interest, if any shall be adjusted and prorated as of closing date, unless otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless the previous year's assessed valuation was based on a lesser improved property, in which case said taxes shall be determined from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent. The Buyer understands that the Buyer is responsible for payment of all ad valorem taxes and special assessments becoming due after the closing date and that Buyer is assuming all unmatured installments of special assessments. Periodic reappraisal, required by law, may result in a change in taxes.
11. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to make final settlement on or before July 23, 2020. Seller agrees to give possession as follows: upon signing of the contract and deposit of earnest money.
12. **AGENCY DISCLOSURE:** Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.

**Listing Broker/Licensee is functioning as:**  Seller's Agent  Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or  Transaction Broker

**Selling Broker/Licensee is functioning as:**  Seller's Agent  Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or  Transaction Broker

13. **REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 18 (Additional Terms and Conditions), neither the listing nor selling brokers or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied with respect to any element to the subject property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of the Contract, or for damages arising out of or relating to the contents of this Contract or for the performance of any other terms or conditions of this contract. Buyer and Seller agree that broker and broker's agents have made no representation concerning environmental condition of the property described in paragraph 1, and that broker and broker's agents have made no representation concerning environmental condition except as may be noted in paragraph 19 (Additional Terms and Conditions). Buyer or Seller may retain an environmental inspection firm to inspect the property. **Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in paragraph 19 (Additional Terms and Conditions) if said understood or implied representations are to be effective or enforceable.**

14. **BROKERAGE FEES:** The party handling the closing of this transaction is hereby authorized and directed to collect and disburse the brokerage fees at closing.

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15. **LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises or item of personal property covered by this Contract. Any existing liens upon the premises which the Seller is required to remove under this Contract may be paid and discharged from the sale proceed upon settlement date.
16. **AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Seller.
18. **ADDITIONAL TERMS AND CONDITIONS:** Seller and Buyer agree to split the cost of closing fee 50/50. The parties acknowledge that Seller intends to create an IRS Code Section 1031 tax deferred exchange and that the rights of the Seller under this agreement may be assigned to an Intermediary/Exchange Accommodation Title Holder to facilitate such exchange. The parties mutually agree to execute any assignment agreement under which the Seller assigns its rights to an Intermediary/Exchange Accommodation Title Holder, and to mutually cooperate in a manner necessary to enable Seller to qualify for said exchange at no additional cost or liability to the cooperating party. Included in the sale are a 9-tower Reinke Alumigator, 8-tower Reinke Alumigator, two 110 HP Case IH diesel engines, electric submersible pump, 20 HP pump and a 40 HP electric motor.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

WINNER CIRCLE FEEDYARD SYRACUSE, LLC

Buyer Terry Heine  
 Printed Name: Terry Heine, CEO  
 Date 6/24/2020  
 Buyer's Address 1700 W Highway 50 Syracuse NY  
 Buyer's phone and email/fax 620-384-5711  
Fax - 620-384-5764

SMITH FAMILY LAND, LP

Seller Wanda Smith  
 Printed Name: Wanda Smith  
 Date 6/24/2020  
 Seller's Address P.O. Box 315 Syracuse, NY 13208  
 Seller's phone and email/fax 620-384-5277 wsmith@fld.com

Buyer \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Date \_\_\_\_\_  
 Buyer's Address \_\_\_\_\_  
 Buyer's phone and email/fax \_\_\_\_\_

Seller \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Date \_\_\_\_\_  
 Seller's Address \_\_\_\_\_  
 Seller's phone and email/fax \_\_\_\_\_

.....FOR OFFICE USE ONLY .....

Agent Mark Faulkner  
 Firm Faulkner Real Estate, Inc. Ph 620-356-5808

Agent Mark Faulkner  
 Firm Faulkner Real Estate, Inc. Ph 620-356-5808

Approved 9/97 by legal counsel of the Kansas Association of REALTORS © for use by its members.

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Water Right Information represents conditions as of 08/19/2019.

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Point of Diversion  
-----

Pd:

3-24S-41W 1

Water Right:

HM 23 - 00

Use:

IRR

-----  
Water Right Details  
-----

Source:

G

Right Type:

Vested

Total Acres Authorized:

459.86

Net Acres Authorized:

459.86

Water Right Active:

Y

Water Right Status:

VESTED ACTIVE

Place(s) of Use:

3-24S-41W	NE SE	(active)	Total Acres: 20,	Net Acres: 20
3-24S-41W	SE SE	(active)	Total Acres: 40,	Net Acres: 40
3-24S-41W	SW SW	(active)	Total Acres: 40,	Net Acres: 40
10-24S-41W	NW NE	(active)	Total Acres: 15,	Net Acres: 15
10-24S-41W	NE NW	(active)	Total Acres: 10,	Net Acres: 10
3-24S-41W	SE NW	(active)	Total Acres: 33,	Net Acres: 33
3-24S-41W	NW NW	(active)	Total Acres: 27,	Net Acres: 27
3-24S-41W	SW SE	(active)	Total Acres: 40,	Net Acres: 40
3-24S-41W	NE SW	(active)	Total Acres: 40,	Net Acres: 40
3-24S-41W	NE NW	(active)	Total Acres: 30,	Net Acres: 30
3-24S-41W	NW SE	(active)	Total Acres: 24.86,	Net Acres: 24.86
3-24S-41W	NW SW	(active)	Total Acres: 40,	Net Acres: 40
3-24S-41W	SE SW	(active)	Total Acres: 40,	Net Acres: 40
10-24S-41W	NE NE	(active)	Total Acres: 25,	Net Acres: 25
3-24S-41W	SW NW	(active)	Total Acres: 35,	Net Acres: 35

Priority Date:

04/08/1950

-----  
Point of Diversion Details  
-----

Action Trail:

04/08/1950- VESTED ACTIVE  
12/19/1974- CHANGE APPLICATION FOR POINT OF DIVERSION  
12/29/1978- CHANGE APPROVED

Water Resources  
Received

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09/12/1995- CHANGE APPLICATION FOR PLACE OF USE  
 10/16/1995- CHANGE APPROVED  
 03/16/1999- CHANGE APPLICATION FOR PLACE OF USE  
 06/23/1999- CHANGE APPROVED  
 08/22/2001- CHANGE APPLICATION FOR POINT OF DIVERSION  
 08/28/2001- CHANGE APPROVED

Pd Active:  
 N

Feet North:  
 3410

Feet West:  
 4200

Qualifiers:  
 NE SW NW

County:  
 HAMILTON

GMD Num:

Number of Wells:  
 1

Subbasin:  
 ARKANSAS RIVER

Stream:

Special Use Area(s):  
 ALAMO-FT AUBREY (ARK RIVER)  
 ARK RIVER (IGUCA)

Comment:

-----  
 Authorized Quantity and Rate  
 -----  
 Quantity Stored By:

Authorized Quantity (AF):

Net Quantity (AF):

Rate Stored By:

Authorized Rate (GPM):

Net Rate (GPM):

Water Resources  
 Received

SEP 28 2020

KS Dept Of Agriculture

Reported Water Use  
-----Water Use Year:  
2000Total Water Used (AF):  
98.12Acres Irrigated:  
33

Water Use Reported on Right Num:

Reel Number:  
7Blip Number:  
836Metered Quantity:  
31974000Meter Unit:  
1Beginning Meter Reading:  
156957000Ending Meter Reading:  
188931000

Depth to Water:

Depth of Well:

System Type:  
1

Hours Pumped:

Pump Rate:

Date of Measurement:

Date Report Received:  
02/26/2001

Chemigation Indicator:

Water Use Code:  
MCrop Code:  
16

Current Water Use Correspondent(s):

Water Resources  
Received  
SEP 28 2020  
KS Dept Of Agriculture



Water Right Information represents conditions as of 08/19/2019.

-----  
Point of Diversion  
-----

Pd:  
3-24S-41W 8

Water Right:  
226 - 00

Use:  
IRR

-----  
Water Right Details  
-----

Source:  
G

Right Type:  
Appropriation

Total Acres Authorized:  
459.86

Net Acres Authorized:  
0

Water Right Active:  
Y

Water Right Status:  
CERTIFICATE ISSUED

Place(s) of Use:

3-24S-41W	NW SE	(active)	Total Acres: 24.86,	Net Acres: 0
3-24S-41W	SW SW	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	NW SW	(active)	Total Acres: 40,	Net Acres: 0
10-24S-41W	NE NW	(active)	Total Acres: 10,	Net Acres: 0
3-24S-41W	NE NW	(active)	Total Acres: 30,	Net Acres: 0
3-24S-41W	SW NW	(active)	Total Acres: 35,	Net Acres: 0
3-24S-41W	NE SW	(active)	Total Acres: 40,	Net Acres: 0
10-24S-41W	NE NE	(active)	Total Acres: 25,	Net Acres: 0
10-24S-41W	NW NE	(active)	Total Acres: 15,	Net Acres: 0
3-24S-41W	SE SE	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	SE SW	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	NW NW	(active)	Total Acres: 27,	Net Acres: 0
3-24S-41W	SW SE	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	SE NW	(active)	Total Acres: 33,	Net Acres: 0
3-24S-41W	NE SE	(active)	Total Acres: 20,	Net Acres: 0

Priority Date:  
06/13/1947

-----  
Point of Diversion Details  
-----

Action Trail:  
06/13/1947- PENDING INITIAL REVIEW  
06/14/1947- APPROVED PENDING COMPLETION  
03/27/1948- COMPLETED PENDING INSPECTION

Water Resources  
Received

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04/14/1948- CERTIFICATE ISSUED  
 09/12/1995- CHANGE APPLICATION FOR PLACE OF USE  
 10/16/1995- CHANGE APPROVED  
 03/16/1999- CHANGE APPLICATION FOR PLACE OF USE  
 06/23/1999- CHANGE APPROVED  
 06/30/1999- CHANGE APPLICATION FOR POINT OF DIVERSION  
 07/01/1999- CHANGE APPROVED

Pd Active:  
 Y

Feet North:  
 3380

Feet West:  
 5025

Qualifiers:  
 SW SW NW

County:  
 HAMILTON

GMD Num:

Number of Wells:  
 1

Subbasin:  
 ARKANSAS RIVER

Stream:

Special Use Area(s):

Comment:

-----  
 Authorized Quantity and Rate  
 -----

Quantity Stored By:  
 Water Right

Authorized Quantity (AF):  
 216

Net Quantity (AF):  
 216

Rate Stored By:  
 Water Right

Authorized Rate (GPM):  
 1400

Net Rate (GPM):  
 1400  
 -----

Water Resources  
 Received

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## Reported Water Use

-----  
Water Use Year:  
2017

Total Water Used (AF):  
114.00

Acres Irrigated:  
81

Water Use Reported on Right Num:

Reel Number:  
2

Blip Number:  
2275

Metered Quantity:  
114

Meter Unit:  
2

Beginning Meter Reading:  
436

Ending Meter Reading:  
550

Depth to Water:

Depth of Well:

System Type:  
6

Hours Pumped:

Pump Rate:

Date of Measurement:

Date Report Received:  
03/05/2018

Chemigation Indicator:

Water Use Code:  
A

Crop Code:  
2

Current Water Use Correspondent(s):

Water Resources  
Received

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Water Right Information represents conditions as of 08/19/2019.

-----  
Point of Diversion  
-----

Pd:  
3-24S-41W 8

Water Right:  
1369 - D2

Use:  
IRR

-----  
Water Right Details  
-----

Source:  
G

Right Type:  
Appropriation

Total Acres Authorized:  
459.86

Net Acres Authorized:  
0

Water Right Active:  
Y

Water Right Status:  
CERTIFICATE ISSUED

Place(s) of Use:

3-24S-41W NW SE (active)	Total Acres: 24.86,	Net Acres: 0
3-24S-41W SW SW (active)	Total Acres: 40,	Net Acres: 0
3-24S-41W NW SW (active)	Total Acres: 40,	Net Acres: 0
10-24S-41W NE NW (active)	Total Acres: 10,	Net Acres: 0
3-24S-41W NE NW (active)	Total Acres: 30,	Net Acres: 0
3-24S-41W SW NW (active)	Total Acres: 35,	Net Acres: 0
3-24S-41W NE SW (active)	Total Acres: 40,	Net Acres: 0
10-24S-41W NE NE (active)	Total Acres: 25,	Net Acres: 0
10-24S-41W NW NE (active)	Total Acres: 15,	Net Acres: 0
3-24S-41W SE SE (active)	Total Acres: 40,	Net Acres: 0
3-24S-41W SE SW (active)	Total Acres: 40,	Net Acres: 0
3-24S-41W NW NW (active)	Total Acres: 27,	Net Acres: 0
3-24S-41W SW SE (active)	Total Acres: 40,	Net Acres: 0
3-24S-41W SE NW (active)	Total Acres: 33,	Net Acres: 0
3-24S-41W NE SE (active)	Total Acres: 20,	Net Acres: 0

Priority Date:  
04/16/1953

-----  
Point of Diversion Details  
-----

Action Trail:

04/16/1953- PENDING INITIAL REVIEW  
05/11/1953- APPROVED PENDING COMPLETION  
05/31/1955- COMPLETED PENDING INSPECTION

Water Resources  
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09/27/1955- INSPECTED PENDING PERFECTION  
 10/06/1955- INSPECTED PENDING PERFECTION - EXTENDED TIME TO PERFECT  
 08/10/1959- PROPOSED CERTIFICATE - EXTENDED TIME TO PERFECT  
 08/10/1959- CERTIFICATE ISSUED  
 03/16/1999- CHANGE APPLICATION FOR P/D & P/U  
 06/23/1999- CHANGE APPROVED  
 06/30/1999- CHANGE APPLICATION FOR POINT OF DIVERSION  
 07/01/1999- CHANGE APPROVED

Pd Active:  
 Y

Feet North:  
 3380

Feet West:  
 5025

Qualifiers:  
 SW SW NW

County:  
 HAMILTON

GMD Num:

Number of Wells:  
 1

Subbasin:  
 ARKANSAS RIVER

Stream:

Special Use Area(s):

Comment:

-----  
 Authorized Quantity and Rate  
 -----

Quantity Stored By:  
 Water Right

Authorized Quantity (AF):  
 64

Net Quantity (AF):  
 64

Rate Stored By:  
 Water Right

Authorized Rate (GPM):  
 650

Net Rate (GPM):  
 0

Water Resources  
 Received  
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-----  
Reported Water Use  
-----

Water Use Year:  
2017

Total Water Used (AF):  
0.00

Acres Irrigated:

Water Use Reported on Right Num:  
A 226 00

Reel Number:  
2

Blip Number:  
2275

Metered Quantity:

Meter Unit:

Beginning Meter Reading:

Ending Meter Reading:

Depth to Water:

Depth of Well:

System Type:

Hours Pumped:

Pump Rate:

Date of Measurement:

Date Report Received:  
03/05/2018

Chemigation Indicator:

Water Use Code:

Crop Code:

Water Resources  
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SEP 28 2020  
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Current Water Use Correspondent(s):  
WANDA M SMITH

Water Resources  
Received

SEP 28 2020

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Water Right Information represents conditions as of 08/19/2019.

-----  
Point of Diversion  
-----

Pd:  
3-24S-41W 7

Water Right:  
HM 27 - 00

Use:  
IRR

-----  
Water Right Details  
-----

Source:  
G

Right Type:  
Vested

Total Acres Authorized:  
459.86

Net Acres Authorized:  
0

Water Right Active:  
Y

Water Right Status:  
VESTED ACTIVE

Place(s) of Use:

3-24S-41W	NW SE	(active)	Total Acres: 24.86,	Net Acres: 0
3-24S-41W	SW SW	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	NW SW	(active)	Total Acres: 40,	Net Acres: 0
10-24S-41W	NE NW	(active)	Total Acres: 10,	Net Acres: 0
3-24S-41W	NE NW	(active)	Total Acres: 30,	Net Acres: 0
3-24S-41W	SW NW	(active)	Total Acres: 35,	Net Acres: 0
3-24S-41W	NE SW	(active)	Total Acres: 40,	Net Acres: 0
10-24S-41W	NE NE	(active)	Total Acres: 25,	Net Acres: 0
10-24S-41W	NW NE	(active)	Total Acres: 15,	Net Acres: 0
3-24S-41W	SE SE	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	SE SW	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	NW NW	(active)	Total Acres: 27,	Net Acres: 0
3-24S-41W	SW SE	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	SE NW	(active)	Total Acres: 33,	Net Acres: 0
3-24S-41W	NE SE	(active)	Total Acres: 20,	Net Acres: 0

Priority Date:  
04/08/1950

-----  
Point of Diversion Details  
-----

Action Trail:

04/08/1950- VESTED ACTIVE  
09/12/1995- CHANGE APPLICATION FOR P/D & P/U  
10/16/1995- CHANGE APPROVED

Water Resources  
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03/16/1999- CHANGE APPLICATION FOR PLACE OF USE  
06/23/1999- CHANGE APPROVED

Pd Active:  
Y

Feet North:  
1258

Feet West:  
3930

Qualifiers:  
NW SE SW

County:  
HAMILTON

GMD Num:

Number of Wells:  
1

Subbasin:  
ARKANSAS RIVER

Stream:

Special Use Area(s):  
ARK RIVER (IGUCA)  
ALAMO-FT AUBREY (ARK RIVER)

Comment:  
NW SE SW - 1310'N & 75'E FROM PREVIOUS WELL

-----  
Authorized Quantity and Rate  
-----

Quantity Stored By:  
Water Right

Authorized Quantity (AF):  
420

Net Quantity (AF):  
420

Rate Stored By:  
Water Right

Authorized Rate (GPM):  
1000

Net Rate (GPM):  
1000

-----  
Reported Water Use  
-----

Water Use Year:  
2017

Water Resources  
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Total Water Used (AF):  
228.00

Acres Irrigated:  
161

Water Use Reported on Right Num:

Reel Number:  
2

Blip Number:  
2275

Metered Quantity:  
228

Meter Unit:  
2

Beginning Meter Reading:  
394

Ending Meter Reading:  
621

Depth to Water:

Depth of Well:

System Type:  
6

Hours Pumped:

Pump Rate:

Date of Measurement:

Date Report Received:  
03/05/2018

Chemigation Indicator:

Water Use Code:  
A

Crop Code:  
2

Current Water Use Correspondent(s):  
WANDA M SMITH

Water Resources  
Received

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Water Right Information represents conditions as of 08/19/2019.

-----  
Point of Diversion  
-----

Pd:  
3-24S-41W 5

Water Right:  
22319 - 00

Use:  
IRR

-----  
Water Right Details  
-----

Source:  
G

Right Type:  
Appropriation

Total Acres Authorized:  
459.86

Net Acres Authorized:  
0

Water Right Active:  
Y

Water Right Status:  
CERTIFICATE ISSUED

Place(s) of Use:

3-24S-41W	NW SE	(active)	Total Acres: 24.86,	Net Acres: 0
3-24S-41W	SW SW	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	NW SW	(active)	Total Acres: 40,	Net Acres: 0
10-24S-41W	NE NW	(active)	Total Acres: 10,	Net Acres: 0
3-24S-41W	NE NW	(active)	Total Acres: 30,	Net Acres: 0
3-24S-41W	SW NW	(active)	Total Acres: 35,	Net Acres: 0
3-24S-41W	NE SW	(active)	Total Acres: 40,	Net Acres: 0
10-24S-41W	NE NE	(active)	Total Acres: 25,	Net Acres: 0
10-24S-41W	NW NE	(active)	Total Acres: 15,	Net Acres: 0
3-24S-41W	SE SE	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	SE SW	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	NW NW	(active)	Total Acres: 27,	Net Acres: 0
3-24S-41W	SW SE	(active)	Total Acres: 40,	Net Acres: 0
3-24S-41W	SE NW	(active)	Total Acres: 33,	Net Acres: 0
3-24S-41W	NE SE	(active)	Total Acres: 20,	Net Acres: 0

Priority Date:  
05/01/1974

-----  
Point of Diversion Details  
-----

Action Trail:  
05/01/1974- PENDING INITIAL REVIEW  
08/01/1975- APPROVED PENDING COMPLETION  
09/29/1975- COMPLETED PENDING INSPECTION

Water Resources  
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11/16/1984- PROPOSED CERTIFICATE  
 04/03/1985- CERTIFICATE ISSUED  
 09/12/1995- CHANGE APPLICATION FOR PLACE OF USE  
 10/16/1995- CHANGE APPROVED  
 03/16/1999- CHANGE APPLICATION FOR PLACE OF USE  
 06/23/1999- CHANGE APPROVED

Pd Active:  
 Y

Feet North:  
 1450

Feet West:  
 1250

Qualifiers:  
 SW NE SE

County:  
 HAMILTON

GMD Num:

Number of Wells:  
 1

Subbasin:  
 ARKANSAS RIVER

Stream:

Special Use Area(s):  
 ALAMO-FT AUBREY (ARK RIVER)  
 ARK RIVER (IGUCA)

Comment:  
 SW NE SE

-----  
 Authorized Quantity and Rate  
 -----

Quantity Stored By:  
 Water Right

Authorized Quantity (AF):  
 160

Net Quantity (AF):  
 60

Rate Stored By:  
 Water Right

Authorized Rate (GPM):  
 1150

Net Rate (GPM):  
 1150  
 -----

Water Resources  
 Received

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KS Dept Of Agriculture



Reported Water Use

-----  
Water Use Year:  
2017

Total Water Used (AF):  
79.00

Acres Irrigated:  
55

Water Use Reported on Right Num:

Reel Number:  
2

Blip Number:  
2275

Metered Quantity:  
79

Meter Unit:  
2

Beginning Meter Reading:  
344

Ending Meter Reading:  
420

Depth to Water:

Depth of Well:

System Type:  
6

Hours Pumped:

Pump Rate:

Date of Measurement:

Date Report Received:  
03/05/2018

Chemigation Indicator:

Water Use Code:  
A

Crop Code:  
2

Current Water Use Correspondent(s):

Water Resources  
Received

SEP 28 2020

KS Dept Of Agriculture


**ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT  
POSSESSION BEFORE CLOSING**

1. This is a rider to the Purchase Agreement dated, **June 23, 2020** between **Smith Family Land, LP** as Seller(s), and **Winner Circle Feedyard Syracuse, LLC** as Buyer(s), with respect to the property located at: The West-Half (W/2) of 3-24-41 less highway and railroad, that part of the South-Half of the Southeast Quarter (S/2 of the SE/4 of 3-24-41 lying south of highway and railroad and the North-Half of the North-Half (N/2 of the N/2) and lots 1-4, 9 plus accretions 10-24-41, Hamilton County, KS

It is understood and agreed that by accepting possession of the subject property prior to closing, Buyer accepts the property and improvements thereon in their present condition and that the said present condition is acceptable to Buyer and that Buyer will close the sale and transfer of the subject property at the appropriate time and that no objections will be made by Buyer concerning the condition of the subject property and improvements thereon.

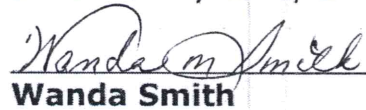
It is understood and agreed that the utilities are to be transferred into Buyer's name upon possession and are to be paid by Buyer. It is also understood that the Seller shall maintain insurance on the property until closing but that the insurance on Buyer's personal property shall be at Buyer's expense and is not covered by Seller's insurance.

Winner Circle Feedyard Syracuse, LLC

  
\_\_\_\_\_  
**Terry Heinle, CEO** Buyer

\_\_\_\_\_  
Buyer

Smith Family Land, LP

  
\_\_\_\_\_  
**Wanda Smith** Seller

\_\_\_\_\_  
Seller

Water Resources  
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Any use of water that is not as authorized by the water right or permit to authorize water before the chief engineer approves this application is a violation of the Kansas Water Appropriation Act for which criminal or civil penalties may be assessed. Such violation is a class C misdemeanor, punishable by a fine not to exceed \$500 and/or a term of confinement not to exceed one month in the county jail. K.S.A. 82a-728(b). Civil penalties shall be not less than \$100 nor more than \$1,000 per violation. In the case of a continuing violation, each day such violation continues may be deemed a separate violation. In addition to these penalties the water right may be modified or suspended. K.S.A. 82a-737, as amended.

The application must be signed by all owners of the place of use authorized under the water right and his or her spouse, if married. Please indicate if there is no spouse. If land is being purchased under contract, the seller must sign as landowner until such time as the contract is completed.

In the event that all applicants cannot appear before one notary public, they may as necessary sign separate copies of the application before any notary public conveniently available to them. All copies signed in this manner shall be considered to be valid parts of the application.

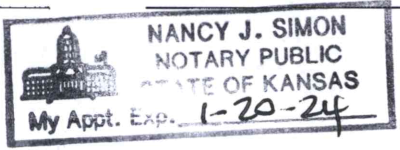
If the request is signed on behalf of any Owner by someone with legal authority to do so (for example, an agent, one who has power of attorney, or an executor, executrix, conservator), it will be necessary to attach proper documents showing such authority.

I declare that I am an owner of the currently authorized place of use as identified herein, or that I represent all such owners and am authorized to make this application on their behalf, and declare further that the statements contained herein are true, correct, and complete. By filing this application I authorize the chief engineer to permanently reduce the quantity of water and/or rate of diversion as specified in sections 14 and 15 of this application.

Dated at \_\_\_\_\_, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

<u>Terry Heiple</u> (Owner)	_____ (Spouse)
<u>Terry Heiple</u> (Please Print)	_____ (Please Print)
_____ (Owner)	_____ (Spouse)
_____ (Please Print)	_____ (Please Print)
_____ (Owner)	_____ (Spouse)
_____ (Please Print)	_____ (Please Print)

State of Kansas }  
County of Hamilton } SS



I hereby certify that the foregoing application was signed in my presence and sworn to before me this 1st day of September, 2020.

My Commission Expires 1-20-24.

Nancy J. Simon  
Notary Public

**FEE SCHEDULE**

Each application to change the place of use, the point of diversion or the use made of the water under this section shall be accompanied by the application fee set forth in the schedule below:

- (1) Application to change a point of diversion 300 feet or less . . . . . \$100
- (2) Application to change a point of diversion more than 300 feet . . . . . \$200
- (3) Application to change the place of use . . . . . \$200
- (4) Application to change the use made of the water . . . . . \$300

Make check payable to Kansas Department of Agriculture.

Water Resources  
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**SEP 28 2020**  
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