

# 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.

**APPLICATION FOR PERMIT  
TO APPROPRIATE WATER  
FOR BENEFICIAL USE**

**1 WELL IN NW ¼ SE ¼ NE ¼ SEC. 8 T25S R41W**

**FULLMER AUTO COMPANY TEXAS, LLC  
HAMILTON COUNTY, KANSAS**

**RECEIVED**

**DEC 14 2021**

**Garden City Field Office  
Division of Water Resources**

**APPLICATION FOR PERMIT TO APPROPRIATE WATER  
FOR BENEFICIAL USE**

# THE STATE OF KANSAS



**KANSAS DEPARTMENT OF AGRICULTURE**  
Mike Beam, Secretary of Agriculture

**DIVISION OF WATER RESOURCES**  
Earl D. Lewis Jr., Chief Engineer

File Number \_\_\_\_\_  
This item to be completed by the Division of Water Resources.

## APPLICATION FOR PERMIT TO APPROPRIATE WATER FOR BENEFICIAL USE

Filing Fee Must Accompany the Application  
(Please refer to Fee Schedule attached to this application form.)

*To the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture,  
1320 Research Park Drive, Manhattan, Kansas 66502:*

1. Name of Applicant (Please Print): Fullmer Auto Company Texas, LLC  
Address: P.O. Box 986  
City: Syracuse State KS Zip Code 67878  
Telephone Number: (909) 664-3673

2. The source of water is:  surface water in \_\_\_\_\_ (stream)  
OR  groundwater in Upper Arkansas River (HUC 11030001) (drainage basin)

Certain streams in Kansas have minimum target flows established by law or may be subject to administration when water is released from storage for use by water assurance district members. If your application is subject to these regulations on the date we receive your application, you will be sent the appropriate form to complete and return to the Division of Water Resources.

3. The maximum quantity of water desired is 107 acre-feet OR \_\_\_\_\_ gallons per calendar year, to be diverted at a maximum rate of 200 gallons per minute OR \_\_\_\_\_ cubic feet per second.

Once your application has been assigned a priority, the requested maximum rate of diversion and maximum requested quantity of water under that priority number can **NOT** be increased. Please be certain your requested maximum rate of diversion and maximum quantity of water are appropriate and reasonable for your proposed project and are in agreement with the Division of Water Resources' requirements.

4. The water is intended to be appropriated for (Check use intended):  
(a)  Artificial Recharge (b)  Irrigation (c)  Recreational (d)  Water Power  
(e)  Industrial (f)  Municipal (g)  Stockwatering (h)  Sediment Control  
(i)  Domestic (j)  Dewatering (k)  Hydraulic Dredging (l)  Fire Protection  
(m)  Thermal Exchange (n)  Contamination Remediation

YOU **MUST** COMPLETE AND ATTACH ADDITIONAL DIVISION OF WATER RESOURCES FORM(S) PROVIDING INFORMATION TO SUBSTANTIATE YOUR REQUEST FOR THE AMOUNT OF WATER FOR THE INTENDED USE REFERENCED ABOVE.

**For Office Use Only:**

F.O. Code \_\_\_\_\_ GMD \_\_\_\_\_ Meets K.A.R. 5-3-1 (YES / NO) Use \_\_\_\_\_ Source G / S County \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
Fee \$ \_\_\_\_\_ TR # \_\_\_\_\_ Receipt Date \_\_\_\_\_ Check # \_\_\_\_\_

5. The location of the proposed wells, pump sites or other works for diversion of water is:

**Note:** For the application to be accepted, the point of diversion location must be described to at least a 10 acre tract, unless you specifically request a 60 day period of time in which to locate the site within a specifically described, minimal legal quarter section of land.

(A) One in the NW quarter of the SE quarter of the NE quarter of Section 8, more particularly described as being near a point 3599 feet North and 1189 feet West of the Southeast corner of said section, in Township 25 South, Range 41W East/West (circle one), Hamilton County, Kansas.

(B) One in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of Section \_\_\_\_\_, more particularly described as being near a point \_\_\_\_\_ feet North and \_\_\_\_\_ feet West of the Southeast corner of said section, in Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West (circle one), \_\_\_\_\_ County, Kansas.

(C) One in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of Section \_\_\_\_\_, more particularly described as being near a point \_\_\_\_\_ feet North and \_\_\_\_\_ feet West of the Southeast corner of said section, in Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West (circle one), \_\_\_\_\_ County, Kansas.

(D) One in the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of the \_\_\_\_\_ quarter of Section \_\_\_\_\_, more particularly described as being near a point \_\_\_\_\_ feet North and \_\_\_\_\_ feet West of the Southeast corner of said section, in Township \_\_\_\_\_ South, Range \_\_\_\_\_ East/West (circle one), \_\_\_\_\_ County, Kansas.

If the source of supply is groundwater, a separate application shall be filed for each proposed well or battery of wells, except that a single application may include up to four wells within a circle with a quarter (1/4) mile radius in the same local source of supply which do not exceed a maximum diversion rate of 20 gallons per minute per well.

A battery of wells is defined as two or more wells connected to a common pump by a manifold; or not more than four wells in the same local source of supply within a 300 foot radius circle which are being operated by pumps not to exceed a total maximum diversion rate of 800 gallons per minute and which supply water to a common distribution system.

6. The owner of the point of diversion, if other than the applicant is (please print):

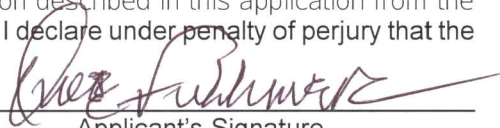
Richard F. Helfrich, P.O. Box 154, Coolidge, KS 67836 (620) 372-2150  
(name, address and telephone number)

\_\_\_\_\_  
(name, address and telephone number)

You must provide evidence of legal access to, or control of, the point of diversion from the landowner or the **landowner's authorized representative**. Provide a copy of a recorded deed, lease, easement or other document with this application. In lieu thereof, you may sign the following sworn statement:

I have legal access to, or control of, the point of diversion described in this application from the **landowner or the landowner's authorized representative**. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12-14, 2021



Applicant's Signature

The applicant must provide the required information or signature irrespective of whether they are the landowner. Failure to complete this portion of the application will cause it to be unacceptable for filing and the application will be returned to the applicant.

7. The proposed project for diversion of water will consist of one well, pump, and appurtenances  
(number of wells, pumps or dams, etc.)

and will be completed (by) December 20, 2021  
(Month/Day/Year - each was or will be completed)

8. The first actual application of water for the proposed beneficial use was or is estimated to be upon approval.  
(Mo/Day/Year)

9. Will pesticide, fertilizer, or other foreign substance be injected into the water pumped from the diversion works?  
 Yes  No **If "yes", a check valve shall be required.**

All chemigation safety requirements must be met including a chemigation permit and reporting requirements.

10. If you are planning to impound water, please contact the Division of Water Resources for assistance, prior to submitting the application. Please attach a reservoir area capacity table and inform us of the total acres of surface drainage area above the reservoir.

Have you also made an application for a permit for construction of this dam and reservoir with the Division of Water Resources?  Yes  No

- If yes, show the Water Structures permit number here \_\_\_\_\_
- If no, explain here why a Water Structures permit is not required Not applicable - no impoundment is needed or requested.

11. The application must be supplemented by a U.S.G.S. topographic map, aerial photograph or a detailed plat showing the following information. On the topographic map, aerial photograph, or plat, identify the center of the section, the section lines or the section corners and show the appropriate section, township and range numbers. Also, please show the following information:

- (a) The location of the proposed point(s) of diversion (wells, stream-bank installations, dams, or other diversion works) should be plotted as described in Paragraph No. 5 of the application, showing the North-South distance and the East-West distance from a section line or southeast corner of section.
- (b) If the application is for groundwater, please show the location of any existing water wells of any kind within ½ mile of the proposed well or wells. Identify each existing well as to its use and furnish the name and mailing address of the property owner or owners. If there are no wells within ½ mile, please advise us.
- (c) If the application is for surface water, the names and addresses of the landowner(s) ½ mile downstream and ½ mile upstream from your property lines must be shown.
- (d) The location of the proposed place of use should be shown by crosshatching on the topographic map, aerial photograph or plat.
- (e) Show the location of the pipelines, canals, reservoirs or other facilities for conveying water from the point of diversion to the place of use.

A 7.5 minute U.S.G.S. topographic map may be obtained by providing the section, township and range numbers to: Kansas Geological Survey, 1930 Constant, Campus West, University of Kansas, Lawrence, Kansas 66047.

12. List any application, appropriation of water, water right, or vested right file number that covers the same diversion points or any of the same place of use described in this application. Also list any other recent modifications made to existing permits or water rights in conjunction with the filing of this application.

File Nos. 45,936 & 50,228 (Ogallala aquifer) and File Nos. 45,937 & 47,593 (Dakota aquifer) - overlap of place of use. All of the wells associated with these water rights are located in Section 36 T24S R41W, Hamilton County, and are used for stockwatering at the applicant's cattle facility.

13. Furnish the following well information if the proposed appropriation is for the use of groundwater. If the well has not been completed, give information obtained from test holes, if available.

Information below is from:  Test holes  Well as completed  Drillers log attached

TH 5

Well location as shown in paragraph No.	(A)	(B)	(C)	(D)
Date Drilled	10/27/21	_____	_____	_____
Total depth of well	480 ft.	_____	_____	_____
Depth to water bearing formation	280 ft.	_____	_____	_____
Depth to static water level	277 ft.	_____	_____	_____
Depth to bottom of pump intake pipe	470 ft.	_____	_____	_____

14. The relationship of the applicant to the proposed place where the water will be used is that of owner and contract buyer.  
(owner, tenant, agent or otherwise)

15. The owner(s) of the property where the water is used, if other than the applicant, is (please print):  
S 1/2 36-24S-41W: Terryll & Ruth Spiker / Ty Fullmer, P.O. Box 255, Syracuse, KS 67878 (620) 384-6971  
\_\_\_\_\_  
(name, address and telephone number)

SE 1/4 25-24S-41W & NE 1/4 36-24S-41W: owned by the applicant, Fullmer Auto Company Texas, LLC  
(name, address and telephone number)

16. The undersigned states that the information set forth above is true to the best of his/her knowledge and that this application is submitted in good faith.

Dated at Syracuse, Kansas, this 14<sup>th</sup> day of December, 2021.  
(month) (year)

  
\_\_\_\_\_  
(Applicant Signature)

By \_\_\_\_\_  
(Agent or Officer Signature)

Que Fullmer, Fullmer Auto Company Texas, LLC  
(Agent or Officer - Please Print)

Assisted by \_\_\_\_\_ Date: \_\_\_\_\_  
(office/title)

## FEE SCHEDULE

1. The fee for an application for a permit to appropriate water for beneficial use, except for domestic use, shall be (see paragraph No. 2 below if requesting storage):

ACRE-FEET	FEE
0-100	\$200.00
101-320	\$300.00
More than 320	\$300.00 plus \$20.00 for each additional 100 acre-feet or any part thereof.

2. The fee for an application in which storage is requested, except for domestic use, shall be:

ACRE-FEET	FEE
0-250	\$200.00
More than 250	\$200.00 plus \$20.00 for each additional 250 acre-feet of storage or any part thereof.

Note: If an application requests both direct use *and* storage, the fee charged shall be as determined under No. 1 or No. 2 above, whichever is greater, but not both fees.

3. The fee for an application for a permit to appropriate water for water power or dewatering purposes shall be \$100.00 plus \$200.00 for each 100 cubic feet per second, or part thereof, of the diversion rate requested.

Note: The applicant shall notify the Chief Engineer and pay the statutorily required field inspection fee of \$400.00 when construction of the works for diversion has been completed, except that for applications filed on or after July 1, 2009, for works constructed for sediment control use and for evaporation from a groundwater pit for industrial use shall be accompanied by a field inspection fee of \$200.00.

### MAKE CHECKS PAYABLE TO THE KANSAS DEPARTMENT OF AGRICULTURE

#### ATTENTION

A Water Conservation Plan may be required per K.S.A. 82a-733. A statement that your application for permit to appropriate water may be subject to the minimum desirable streamflow requirements per K.S.A. 82a-703a, b, and c may also be required from you. After the Division of Water Resources has had the opportunity to review your application, you will be notified whether or not you will need to submit a Water Conservation Plan. You also may be required to install a water flow meter or water stage measuring device on your diversion works prior to diverting water. There may be other special conditions or Groundwater Management District regulations that you will need to comply with if this application is approved.

#### CONVERSION FACTORS

1 acre-foot equals 325,851 gallons

1 million gallons equal 3.07 acre-feet



## DAKOTA AQUIFER SAFE YIELD FOR PORTION OF HAMILTON COUNTY SOUTH OF THE ARKANSAS RIVER

INFORMATION FROM CALL WITH KRISTEN BAUM, DWR, ON JULY 20, 2021:

$$\text{RECHARGE} = 0.52 \text{ INCH}$$

$$\text{TRANSMISSION FACTOR} = 0.3$$

$$\begin{aligned} \text{SAFE YIELD} &= \text{RECHARGE} \times \text{TRANSMISSION FACTOR} \\ &= 0.16 \text{ INCH} \end{aligned}$$

$$\begin{aligned} \text{RADIUS FROM SPACING} &= 2 \text{ MILES} \\ &= 10,560 \text{ FEET} \end{aligned}$$

$$\begin{aligned} \text{SAFE YIELD AREA} = \pi R^2 &= 350,330,307 \text{ SQ. FT.} \\ &= 8,042 \text{ ACRES} \end{aligned}$$

$$\begin{aligned} \rightarrow \text{SAFE YIELD QUANTITY} &= (\text{SAFE YIELD}) \times (1 \text{ FT./12 IN.}) \times (\text{SAFE YIELD AREA}) \\ &= \mathbf{107 \text{ ACRE-FEET}} \end{aligned}$$

$$\begin{aligned} \text{MINIMUM REQUIRED RATE} &= \frac{(\text{ACRE-FEET}) \times (325,851 \text{ GALLONS/ACRE-FOOT})}{(1 \text{ YEAR}) \times (365 \text{ DAYS/YEAR}) \times (24 \text{ HOURS/DAY}) \times (60 \text{ MINUTES/HOUR})} \\ &= \mathbf{66 \text{ GALLONS/MINUTE (GPM)}} \end{aligned}$$

→ **REQUEST 200 GPM** TO PRECLUDE CONTINUOUS PUMPING IF POSSIBLE

BY: F. MERCURIO  
09/01/2021

**DETERMINATION OF TEST HOLE LOCATIONS FOR PERMIT APPLICATIONS**

BASIS FOR TEST HOLE LOCATIONS: ORIGINAL GPS COORDINATES FOR TEST HOLE 1 (TH 1)

DISTANCES FROM THE SOUTHEAST CORNER OF SECTION 8 T25S R41W PROVIDED BY MIKE MEYER ON 11/01/2021:

LOCATION	FT. NORTH	FT. WEST	
TH 1 LOCATION	3815	1429	NE SW NE

DETERMINATION OF DISTANCES FOR OTHER TEST HOLES BASED ON FIELD AND MAP MEASUREMENTS:

LOCATION	FT. NORTH	FT. WEST	
TH 1	3815	1429	
DISTANCES TO TH 5	-216	-240	
TH 5 LOCATION	3599	1189	NW SE NE

LOCATION	FT. NORTH	FT. WEST	
TH 1	3815	1429	
DISTANCES TO TH 7	298	34	
TH 7 LOCATION	4113	1463	SE NW NE

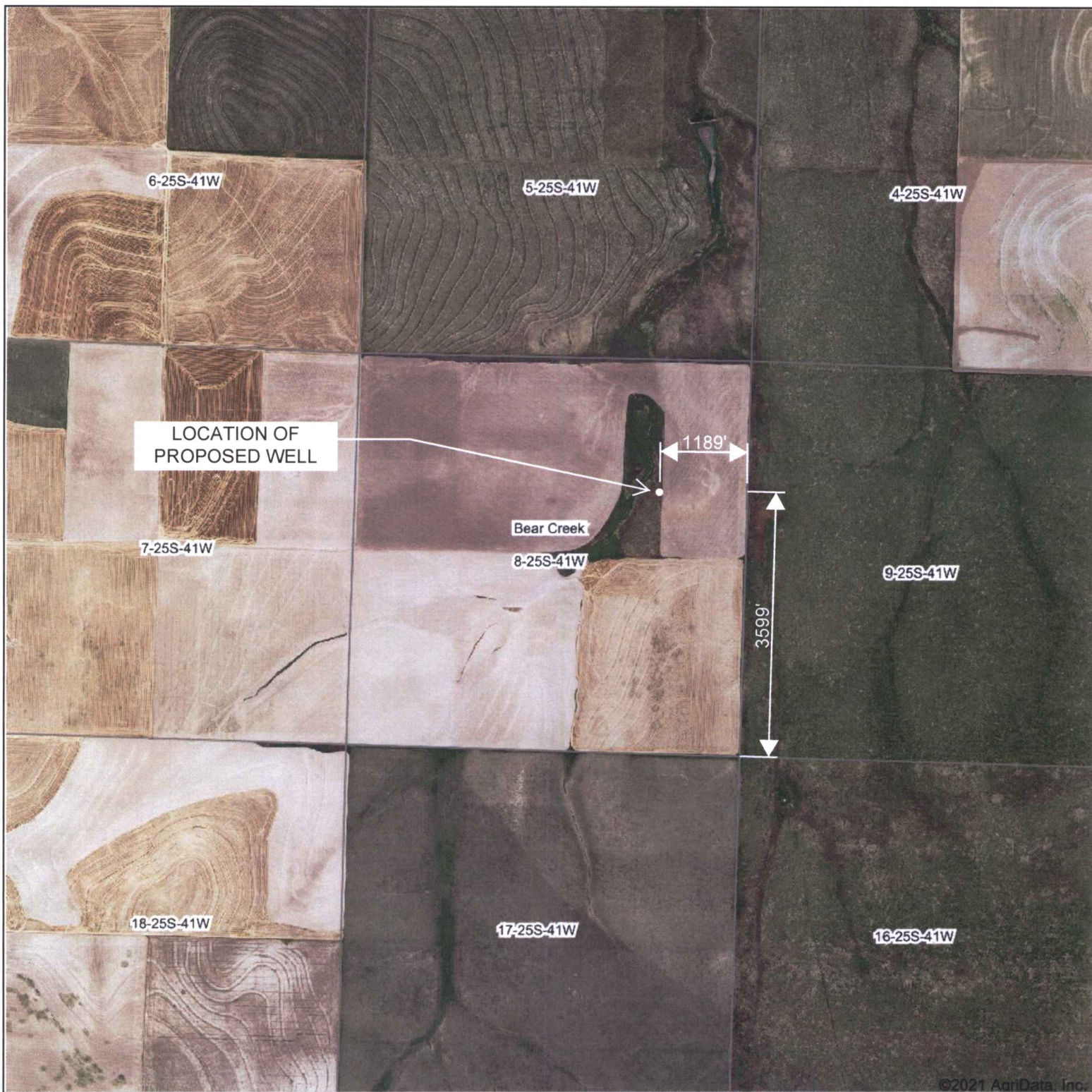
LOCATION	FT. NORTH	FT. WEST	
TH 1	3815	1429	
DISTANCES TO TH 6	558	10	
TH 6 LOCATION	4373	1439	SE NW NE

TH 1, TH 6 AND TH 7 WILL BE DEVELOPED AS A BATTERY OF WELLS; THE GEOCENTER OF THE BATTERY IS THE AVERAGE OF THE LOCATION DISTANCES:

LOCATION	FT. NORTH	FT. WEST	
TH 1	3815	1429	
TH 7	4113	1463	
TH 6	4373	1439	
AVERAGE	4100	1444	SE NW NE

→ **GEOCENTER OF BATTERY OF 3 WELLS: 4100 FT. NORTH, 1444 FT. WEST OF THE SOUTHEAST CORNER OF SECTION 8**

# Aerial Map



©2021 AgriData, Inc.

Map Center: 37° 53' 32.4, -101° 50' 39.4  
Map Scale: 1:24000



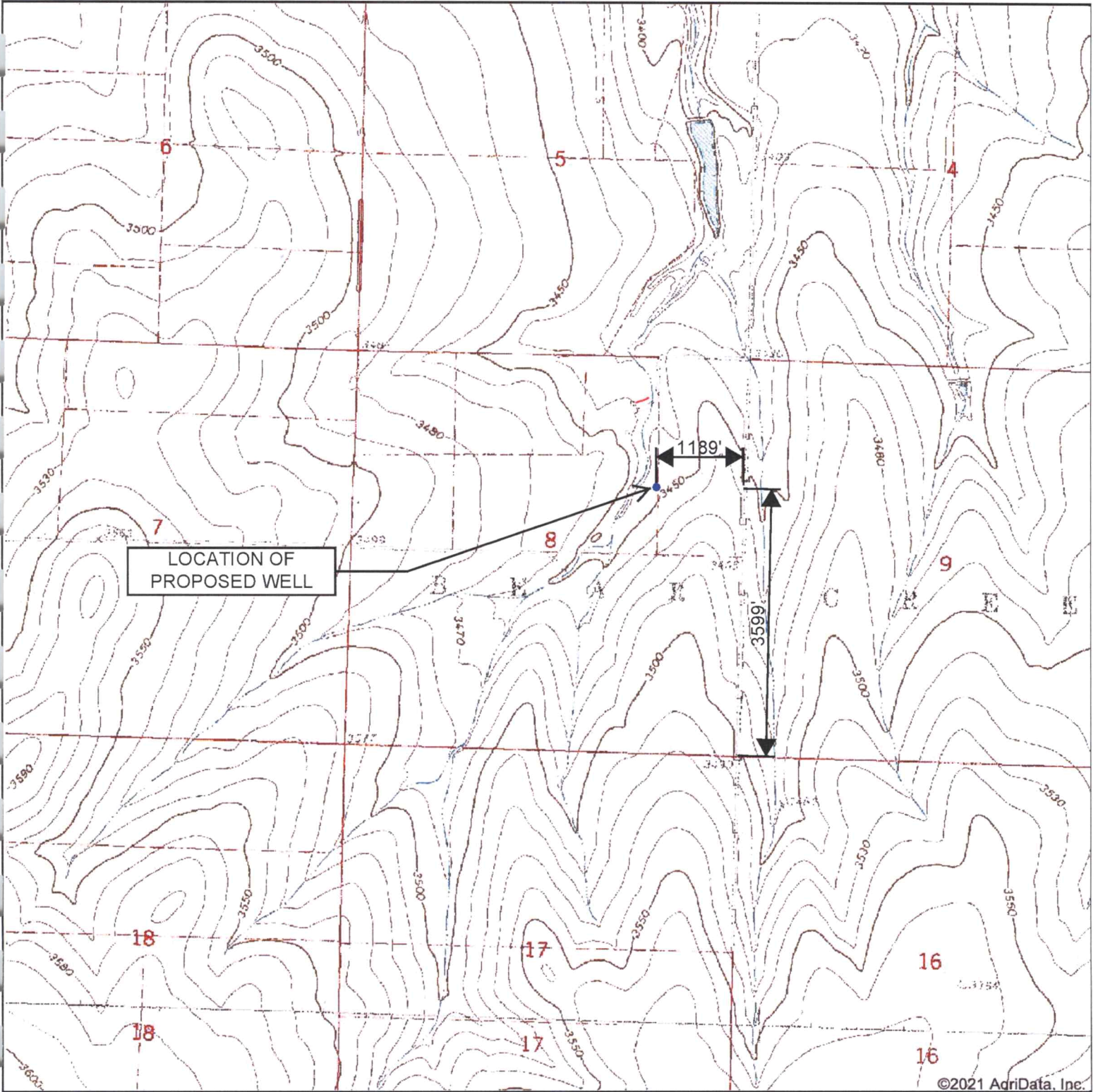
**POINT OF DIVERSION LOCATION MAP**  
**NW 1/4 SE 1/4 NE 1/4 SEC. 8 T25S R41W, HAMILTON COUNTY**

**FULLMER AUTO COMPANY TEXAS, LLC**  
**APPLICATION FOR PERMIT TO APPROPRIATE WATER FOR BENEFICIAL USE**



12/9/2021

# Topographic Map



©2021 AgriData, Inc.

Map Center: 37° 53' 32.4, -101° 50' 39.4

Map Scale: 1: 24000



**POINT OF DIVERSION LOCATION MAP**  
NW 1/4 SE 1/4 NE 1/4 SEC. 8 T25S R41W, HAMILTON COUNTY

**FULLMER AUTO COMPANY TEXAS, LLC**  
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12/9/2021



RESIDENCE & LIKELY LOCATION OF DOMESTIC WELL

WELLS LISTED IN WWC-5 DATABASE

LOCATION OF PROPOSED WELL

1/2 MILE

Hamilton County

**ATTACHMENT TO PERMIT APPLICATION  
WELL OWNERS WITHIN 1/2 MILE OF PROPOSED WELL**

No other confined non-domestic Dakota aquifer wells are known to exist within 4 miles of the wells proposed for use by this permit application. All known domestic wells, including Dakota aquifer wells, within 1/2 mile of the wells proposed for use by this permit application have been plotted and identified on this map.

*Que Fullmer* 12-14-21  
 \_\_\_\_\_  
 Que Fullmer, Fullmer Auto Company Texas, LLC, Applicant (Date)



Township: 25S, Range: 41W  
 Select location of well to view details.  
 Click on column heading to sort.

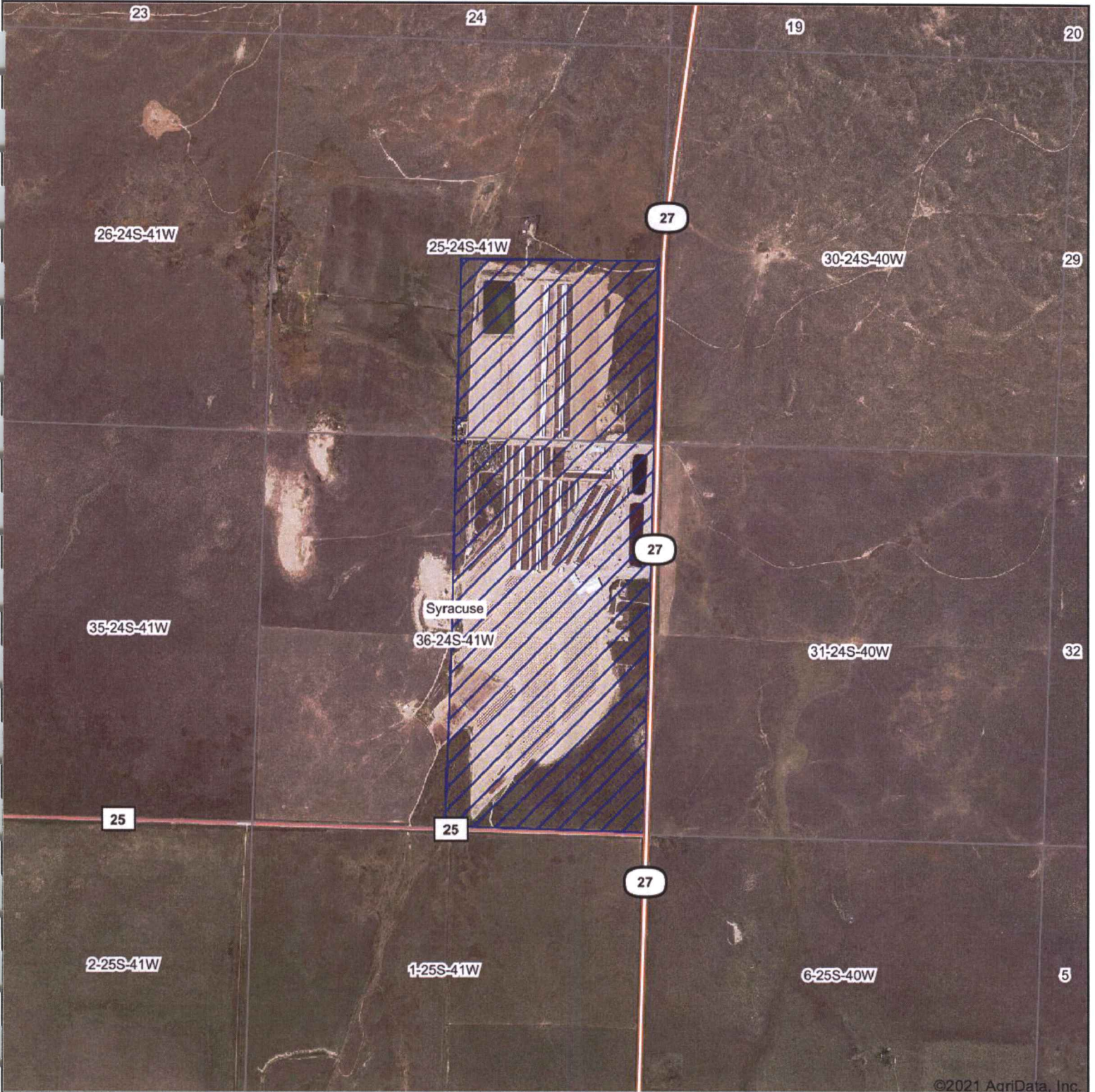


6 records returned.

<u>T-R-S</u>	<u>Owner</u>	Well Depth <u>Ascend.</u> <u>Desc.</u>	Static Water Level <u>Ascend.</u> <u>Desc.</u>	Est. Yield <u>Ascend.</u> <u>Desc.</u>	<u>Well Use</u>	<u>Other ID</u>	<u>Action Taken</u>	Completion Date <u>Ascend.</u> <u>Desc.</u>	Scan?
<a href="#">Sec. 1 SE</a>	Levens, Randy	248 ft.			Domestic		Plugged	24-Apr-2004	<a href="#">Scan</a>
<a href="#">Sec. 10 NE NE NE</a>	Nairn, Archie	415 ft.	203 ft.	30 gpm.	Domestic		Constructed	12-Aug-2003	<a href="#">Scan</a>
<a href="#">Sec. 22 SE</a>	Haslett, Tim	358 ft.			Domestic		Plugged	15-Apr-2009	<a href="#">PDF</a>
<a href="#">Sec. 24 NW NW NW</a>	Hook, Calvin	285 ft.	200 ft.	15 gpm.	Domestic, Livestock		Constructed	30-Dec-1991	<a href="#">PDF</a>
<a href="#">Sec. 36 NE NE SE</a>	Harshorn, Melissa	365 ft.	104 ft.	20 gpm.	Domestic		Constructed	11-Mar-2009	<a href="#">PDF</a>
<a href="#">Sec. 36 NE NE SE</a>	Harshorn, Melissa	283 ft.			Domestic		Plugged	10-Mar-2009	<a href="#">PDF</a>

Kansas Geological Survey  
 Comments to [webadmin@kgs.ku.edu](mailto:webadmin@kgs.ku.edu)  
 URL=<http://www.kgs.ku.edu/Magellan/WaterWell/index.html>  
 Display Programs Updated July 2, 2014  
 Data added continuously.

# Aerial Map



©2021 AgriData, Inc.

Proposed  
Place of Use (STK)



Map Center: 37° 55' 27.86, -101° 46' 1.73  
Map Scale: 1: 24000



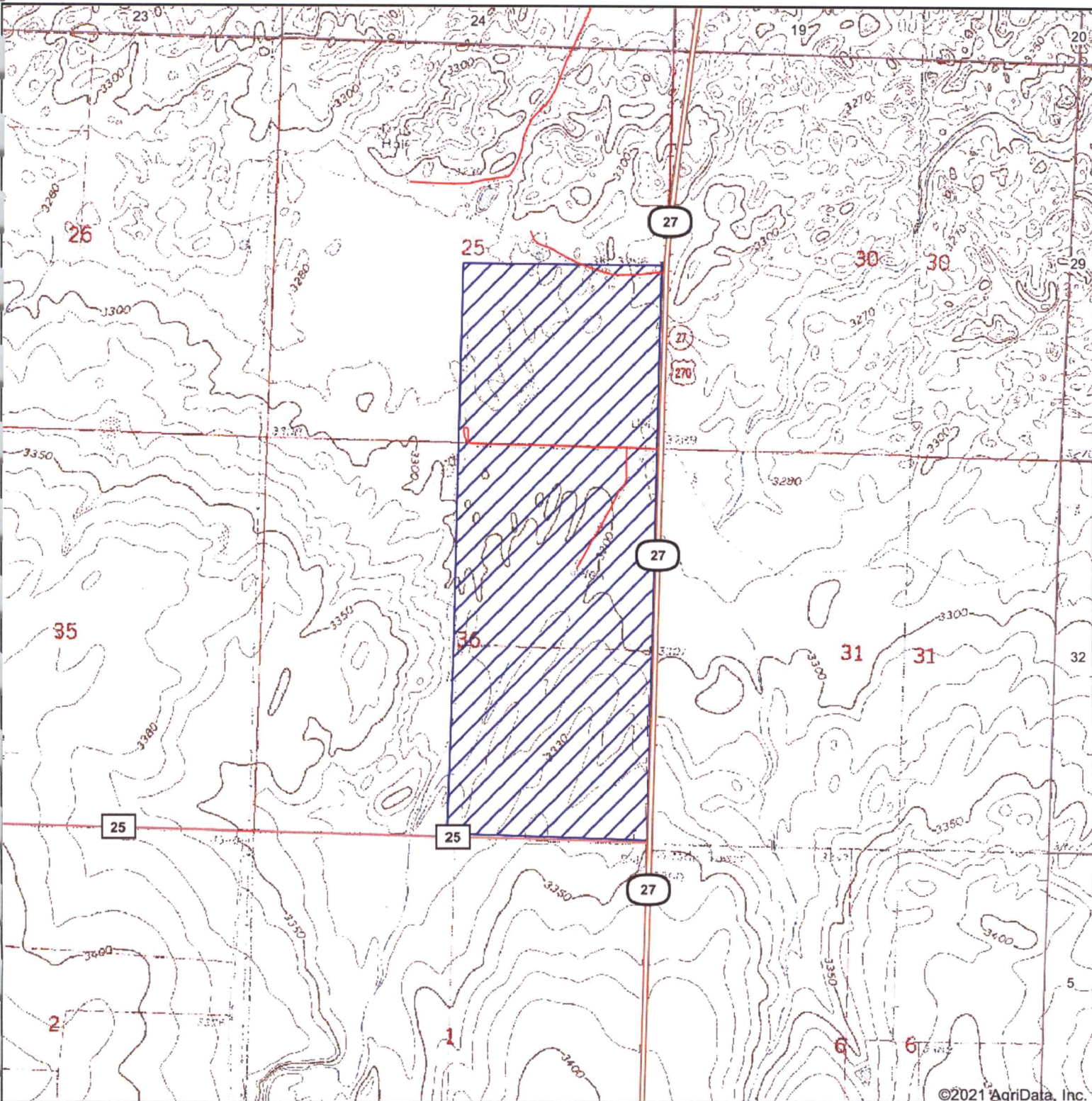
## PLACE OF USE MAP

SE 1/4 SEC. 25 & E 1/2 SEC. 36 T24S R41W, HAMILTON COUNTY

FULLMER AUTO COMPANY TEXAS, LLC  
APPLICATION FOR PERMIT TO APPROPRIATE WATER FOR BENEFICIAL USE



# USGS Topographic Map



©2021 AgriData, Inc.

Proposed  
Place of Use (STK)



Map Center: 37° 55' 27.86, -101° 46' 1.73

Map Scale: 1: 24000



## PLACE OF USE MAP

SE 1/4 SEC. 25 & E 1/2 SEC. 36 T24S R41W, HAMILTON COUNTY

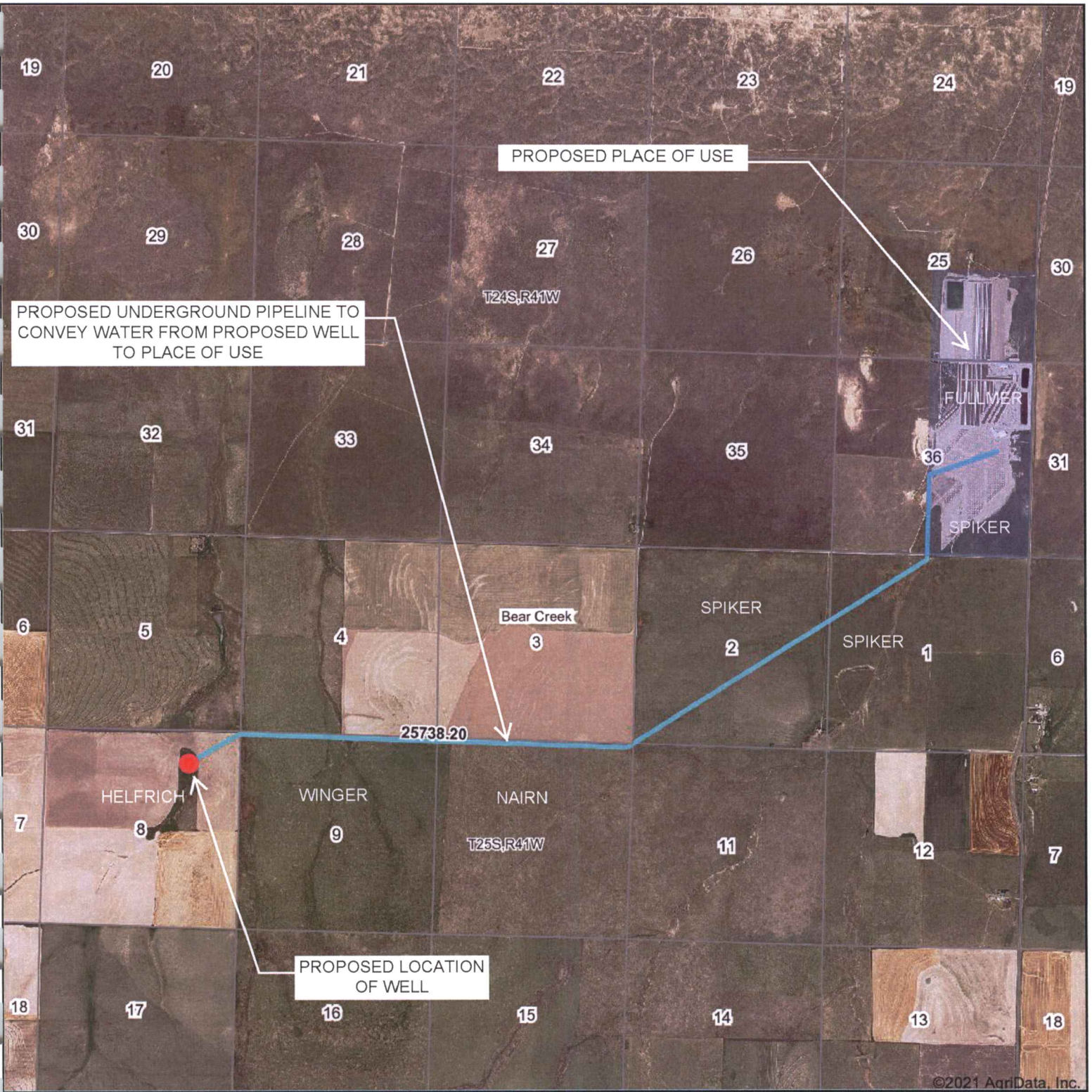
FULLMER AUTO COMPANY TEXAS, LLC

APPLICATION FOR PERMIT TO APPROPRIATE WATER FOR BENEFICIAL USE





# Aerial Map



## PROJECT MAP

FULLMER AUTO COMPANY TEXAS, LLC  
APPLICATION FOR PERMIT TO APPROPRIATE WATER FOR BENEFICIAL USE



**WELL DRILLER'S LOGS & WELL DESIGNS**

FULLMER AUTO COMPANY TEXAS, LLC  
HELFRICH WELL FIELD  
NE 1/4 SECTION 8 T25S R41W, HAMILTON COUNTY

Legend

TEST HOLE 6  
WELL 2  
4373' N, 1439' W

TH #4 ELEV=3438'  
TH #6 ELEV=3440'

10/26/2021  
10/28/2021

GEOCENTER OF TEST HOLES 1, 6 & 7  
(BATTERY OF 3 WELLS): 4100' N, 1444' W

TEST HOLE 1  
WELL 1  
3815' N, 1429' W

TH #7 ELEV=3441'

TEST HOLE 7  
WELL 4  
4113' N, 1463' W

STATIC  
272'  
10/20/2021

8" X 470' WELL ELEV=3444'

10/27/2021

TEST HOLE #2 ELEV=3446'

TH #5 ELEV=3449'

TEST HOLE 5  
WELL 3  
3599' N, 1189' W

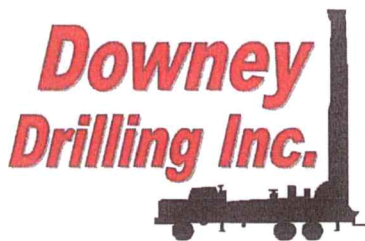
TEST HOLE #3 ELEV=3450'

TEST HOLE LOCATION MAP  
DISTANCES SHOWN ARE MEASURED FROM  
THE SOUTHEAST CORNER OF SECTION 8



# WELL LOG

DATE: 10/27/2021



CUSTOMER NAME: FULLMER CATTLE CO TH#5

LEGAL: NE 8-25S-41W

COUNTY: HAMILTON CO, KS

GPS: 37.894927

-101.839174

#5

LOGGER:

DRILLER: ROCKY

WO: 21-1593

TW	FROM	TO	TYPE	HARDNESS	COLOR	SPEED	PULL DOWN	OTHER / DRILLING ACTION
0	6		TOPSOIL	SOFT	DARK BROWN	FAST		SMOOTH
6	15		BROWN SILTY CLAY	SOFT	BROWN	FAST		
15	27		SANDY CLAY W/ FINE-MED SAND	SOFT	BROWN YELLOW & BROWN	FAST		SMOOTH & VIBRATION
27	34		WEATHERED SHALE	SOFT	BROWN	FAST		SMOOTH
34	41		SHALE (PDC @ 40)	SOFT	BLACK	SLOW		SMOOTH
41	90		BLACK ROCK CHIPS W/ SHALE	STIFF	BLACK & GRAY	SLOW		CHATTER
90	172		SHALE W/ ROCK CHIPS	STIFF	BLACK	SLOW		CHATTER
172	178		BLACK SHALE W/ WHITE CLAY	HARD	BLACK & WHITE	SLOW	X	SMOOTH
178	212		SHALE	SOFT	BLACK	SLOW		SMOOTH
212	217		SHALE W/ GRAY ROCK CHIPS	STIFF	BLACK & GRAY	SLOW		CHATTER
217	248		SHALE	SOFT	BLACK	SLOW		SMOOTH
248	322		GRAY CLAY W/ SOAPSTONE, SANDSTONE & IRON PYRITE LEDGES	FIRM	GRAY	SLOW SEMI-SLOW		SMOOTH & CHOPPY
322	330		SANDSTONE W/ FINE SAND & IRON PYRITE	STIFF	GRAY	SLOW SEMI-SLOW		FAST CHATTER
330	368		SHALE W/ ROCK CHIPS & SANDSTONE LEDGES	FIRM	GRAY	SLOW		SMOOTH & CHOPPY
368	440		SANDSTONE W/ FINE SAND & IRON PYRITE LEDGES	STIFF	GRAY	FAST		FAST CHATTER
440	502		SHALE W/ ROCK CHIPS & SOAPSTONE LEDGES	FIRM	BLACK	SLOW		SMOOTH & CHOPPY
			QUIKGEL - 3					
			WATER LOADS - 1-1/2					
			SODA ASH - 1/2					
			HOLE PLUG - 2					
			CASING SEAL - 1					

EST. 277' STATIC





# Century GEOPHYSICAL CORP.

FULLMER CATTLE CO.

COMPANY : DOWNEY DRILLING INC  
WELL : FULLMER CATTLE CO  
LOCATION/FIELD : TH#5  
COUNTY : HAMILTON  
LOCATION : NE  
SECTION : 8

OTHER SERVICES:

#5

TOWNSHIP : 25S RANGE : 41W

DATE : 10/27/21  
DEPTH DRILLER : 502  
LOG BOTTOM : 498.80  
LOG TOP : 1.00

PERMANENT DATUM : GL  
LOG MEASURED FROM: GL  
DRL MEASURED FROM: GL

KB :  
DF :  
GL :

CASING DIAMETER : 10.  
CASING TYPE :  
CASING THICKNESS:

LOGGING UNIT : 1903  
FIELD OFFICE : DDI  
RECORDED BY : DIEGO

BIT SIZE : 6.25  
MAGNETIC DECL. : 0  
MATRIX DENSITY : 2.71  
NEUTRON MATRIX : LIMESTON

BOREHOLE FLUID : MUD  
RM :  
RM TEMPERATURE :  
MATRIX DELTA T : 49

FILE : ORIGINAL  
TYPE : 8144A  
LGDATE: 10/27/21  
LGTIME : 18:06:  
THRESH: 99999

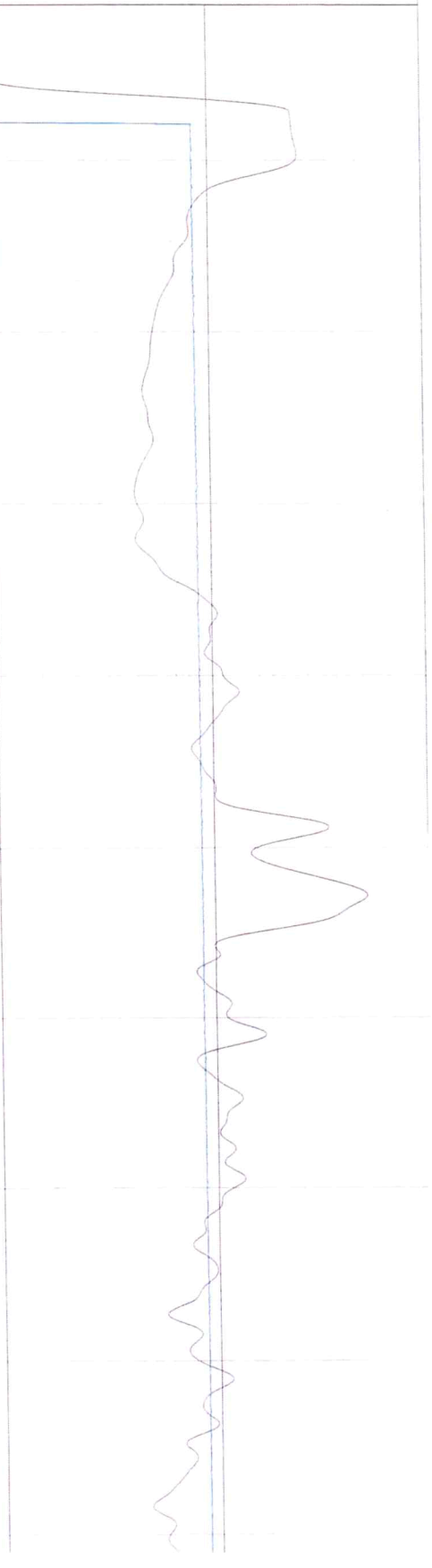
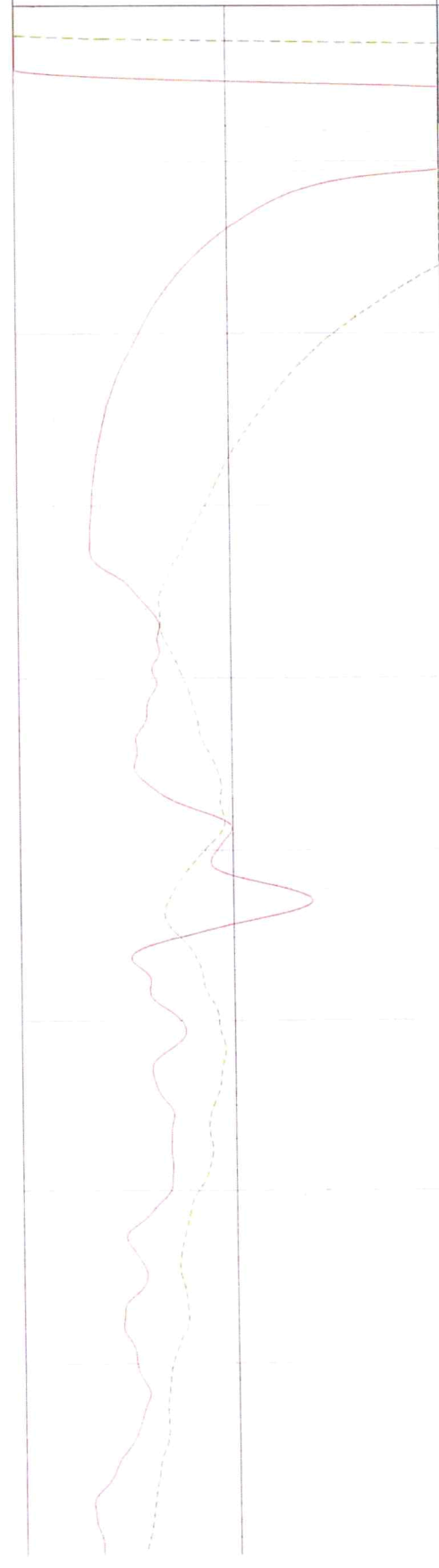
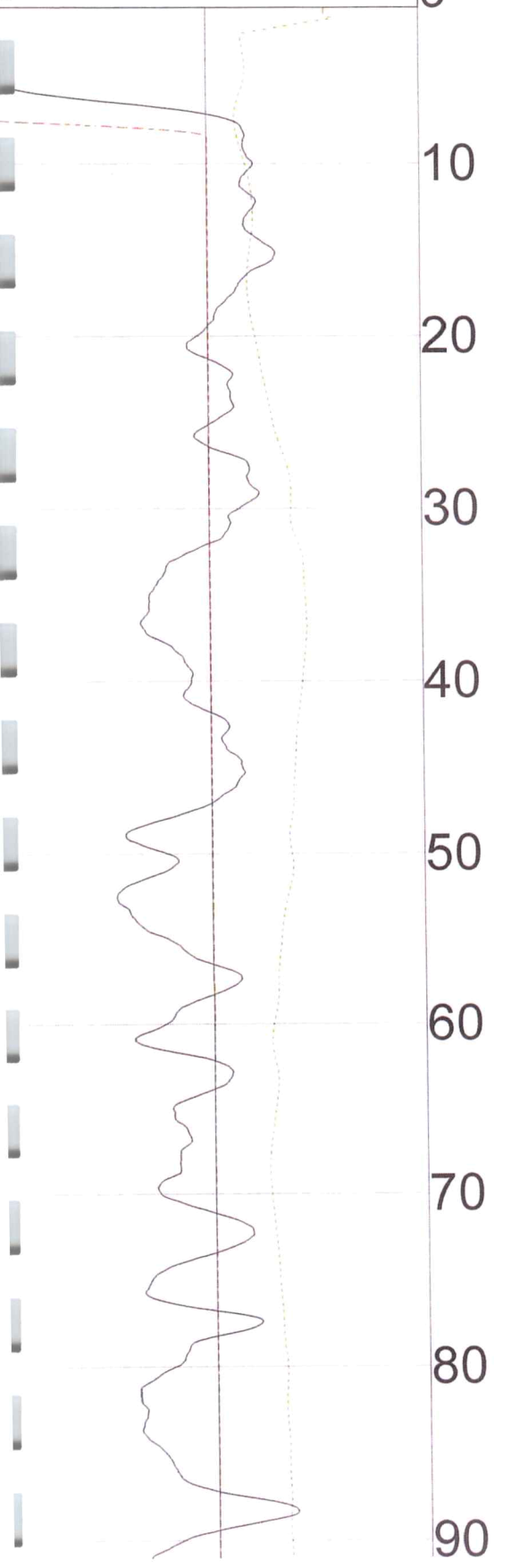
N 37.89492  
W -101.83917

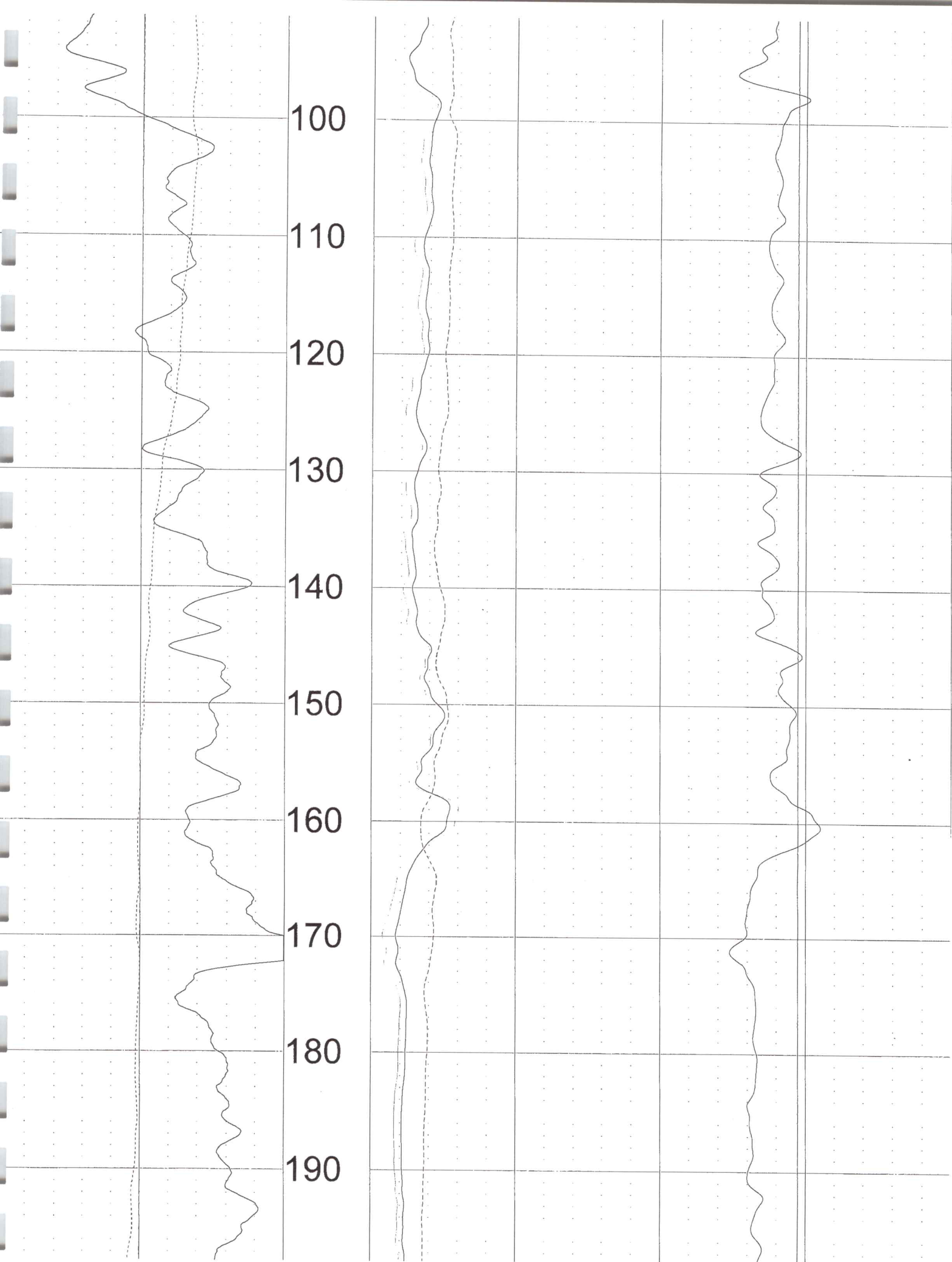
ALL SERVICES PROVIDED SUBJECT TO STANDARD TERMS AND CONDITIONS

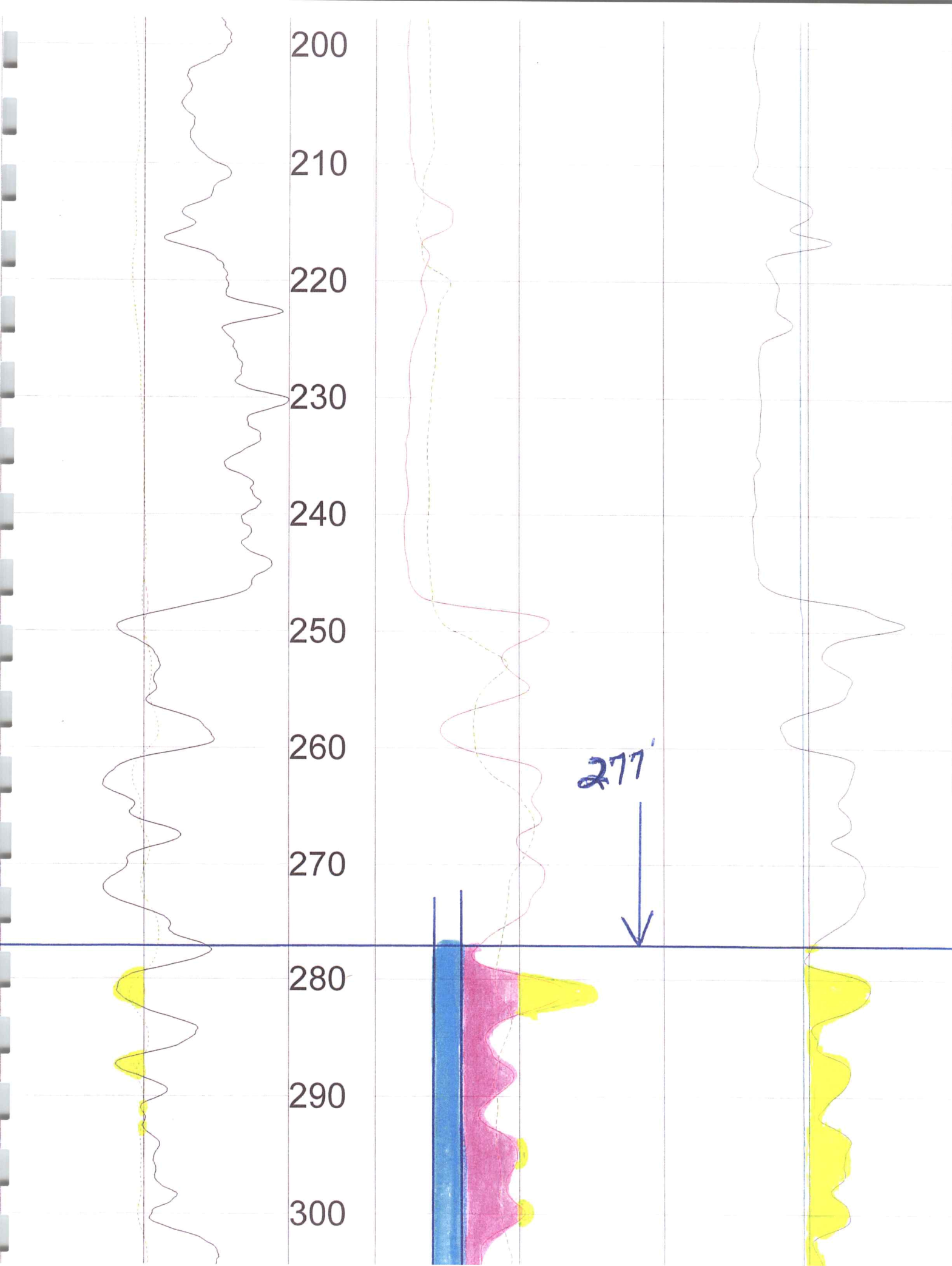
RES(FI)	
OHM-M	15
SP	
MV	50
GAMMA	
API-GR	200

LATERAL	
OHM-M	100
RES(64N)	
OHM-M	10065
RES(16N)	
OHM-M	1000

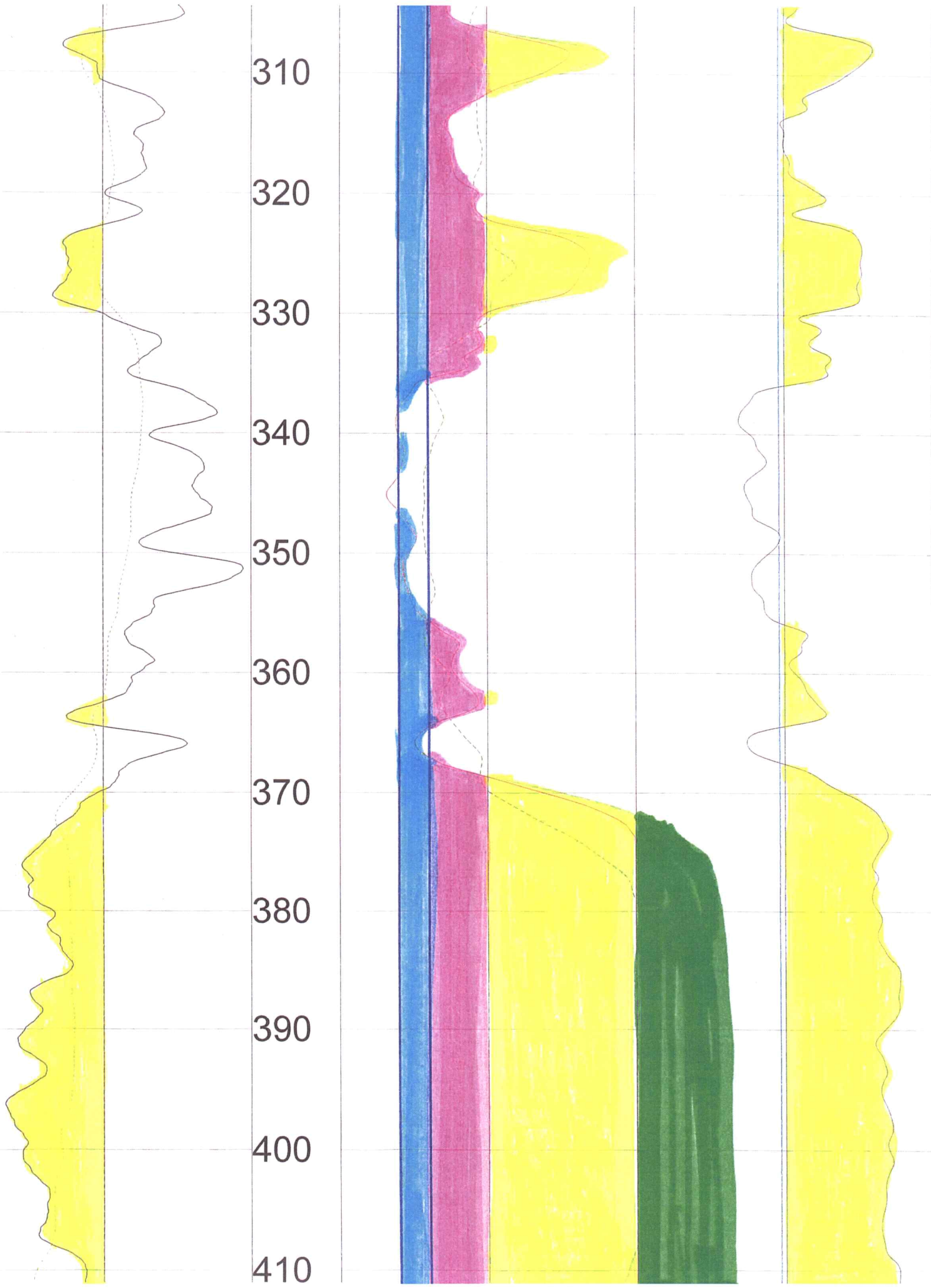
TEMP	
DEG_F	75
RES	
OHM	80

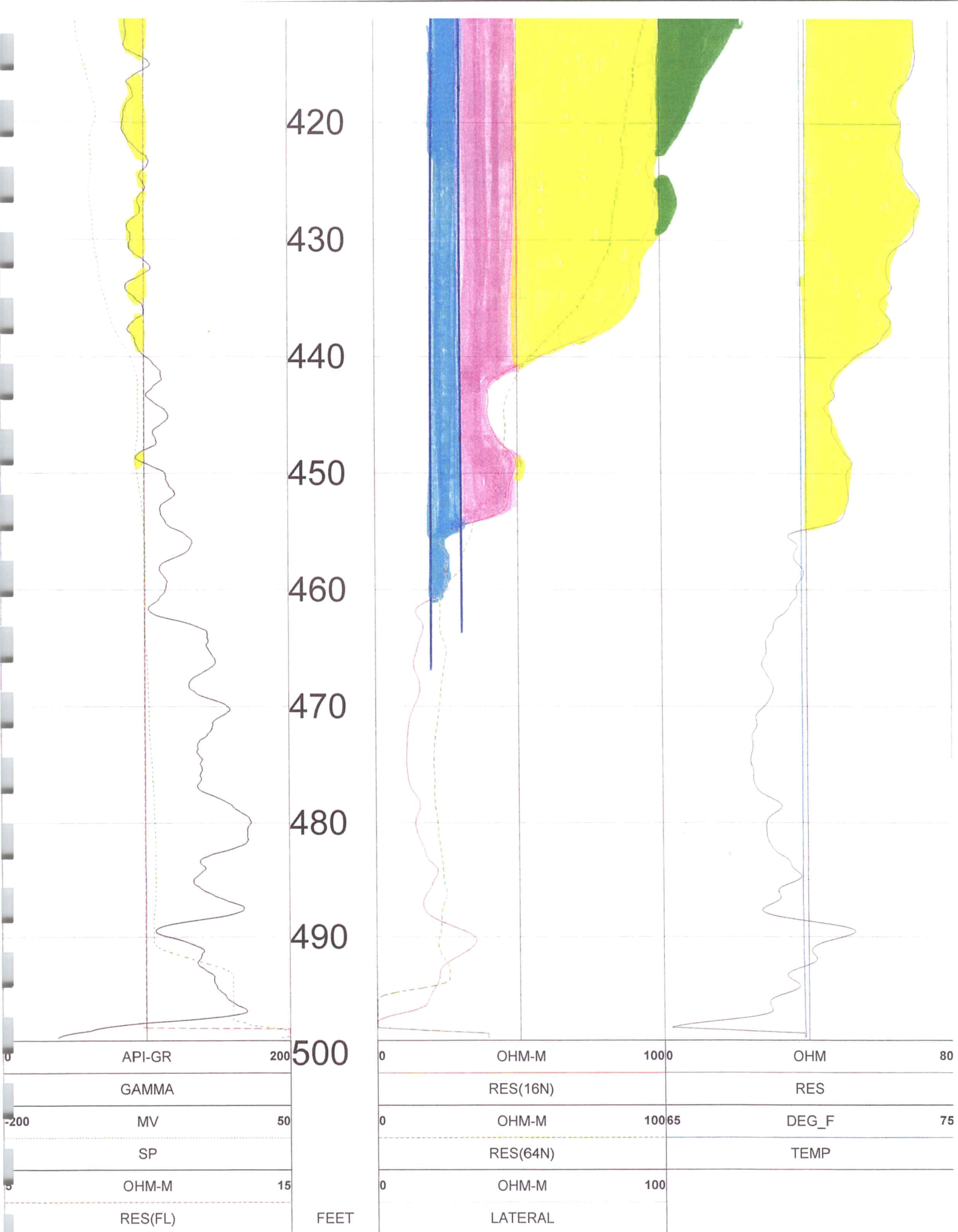






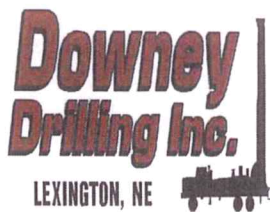






TOOL CALIBRATION FULLMER CATTLE CO. 10/27/21 18:06  
TOOL 8144A TM VERSION 1  
SERIAL NUMBER 365

DATE	TIME	SENSOR	STANDARD	RESPONSE
Sep09,20	09:08:33	GAMMA	1.000 [API-GR ]	0.000 [CPS]
Sep09,20	09:08:33	GAMMA	340.000 [API-GR ]	292.000 [CPS]
Sep09,20	09:32:04	RES(FL)	1.331 [OHM-M ]	7595.000 [CPS]
Sep09,20	09:32:04	RES(FL)	42.720 [OHM-M ]	64820.000 [CPS]
Sep10,20	08:27:30	SP	0.000 [MV ]	327793.313 [CPS]
Sep10,20	08:27:30	SP	390.000 [MV ]	155565.500 [CPS]
Sep10,20	08:28:21	RES(16N)	0.000 [OHM-M ]	3456.300 [CPS]
Sep10,20	08:28:21	RES(16N)	1956.000 [OHM-M ]	448149.094 [CPS]
Sep10,20	08:29:13	RES(64N)	0.000 [OHM-M ]	3150.900 [CPS]
Sep10,20	08:29:13	RES(64N)	1991.800 [OHM-M ]	447597.813 [CPS]
Sep09,20	09:30:45	TEMP	33.400 [DEG_F ]	66910.000 [CPS]
Sep09,20	09:30:45	TEMP	105.800 [DEG_F ]	269401.000 [CPS]
Sep10,20	08:29:42	RES	0.000 [OHM ]	21274.301 [CPS]
Sep10,20	08:29:42	RES	945.000 [OHM ]	190164.500 [CPS]



# Well Design & Construction

# #3

"PROPOSED"  
WELL #3

Customer Name: FULLMER CATTLE CO. TEST HOLE #5 LOCATION

Legal: NE 8-25S-41W County: HAMILTON CO.

G.P.S.: N 37.894927 Date:

W -101.829174 WO #: 21-1717

DRILLER: PABLO, BENNY, ISAAC & CREW

WATER SUPPLY: HAUL W/DDI TRUCKS

HELPER(S):

DRILLING RIG: #2018

BOREHOLE DIAMETER: 15"

DRILLING METHOD: REVERSE CIRCULATION

CASING DIAMETER: 8 5/8" SDR 17 SHURGRIP PVC

QUIKGEL: TBD HOLE PLUG: 40'

TOTAL WELL DEPTH: 480'

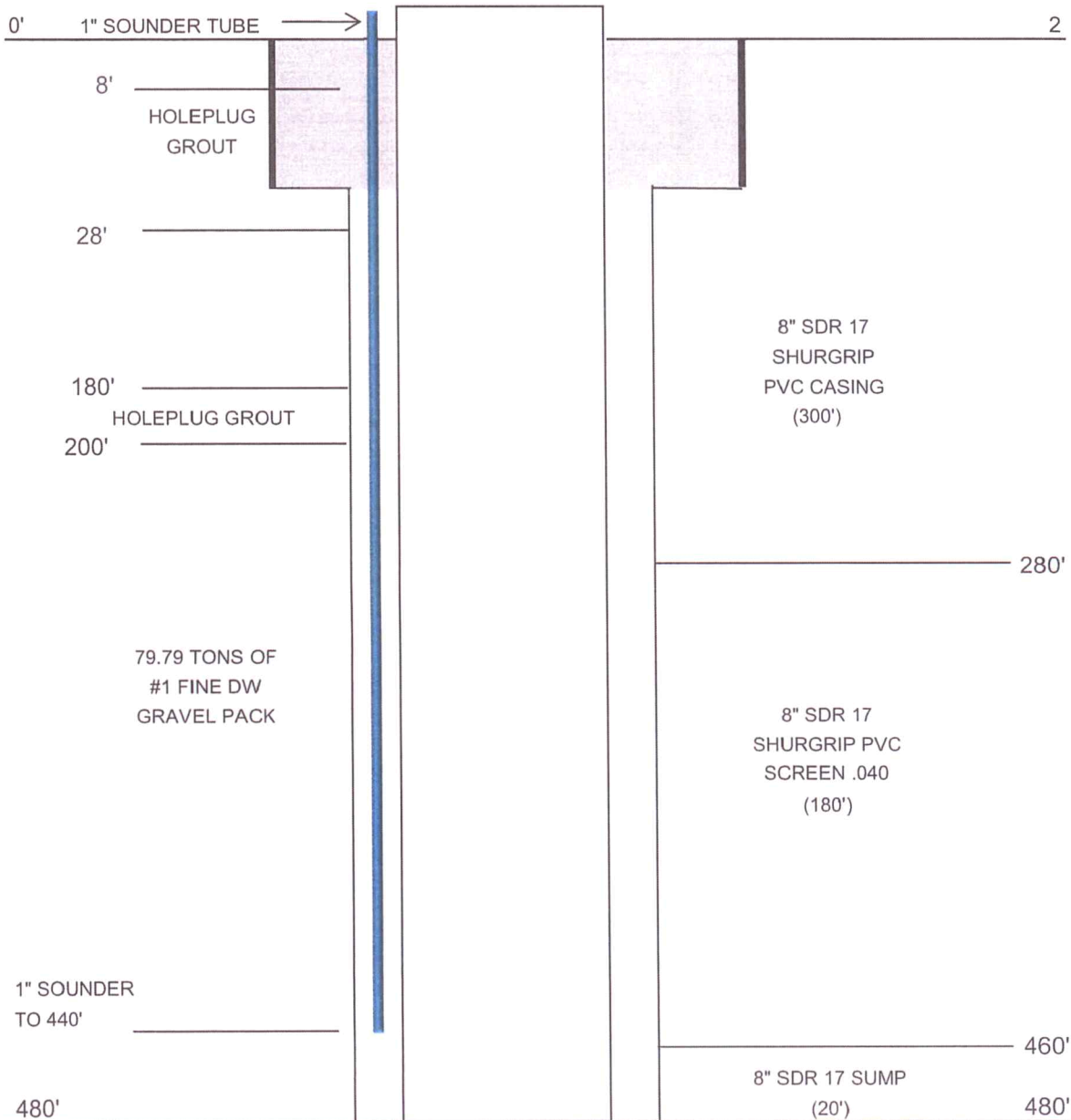
GRAVEL: 76.75 TON #1 COARSE / #1 FINE 50/50

DRILLING FLUID: TBD GRAVEL SUPPLIER: HUBER

ADDITIONAL INFO: TEMPORARY SURFACE CASING

GROUT  
AND  
GRAVEL

SCREEN AND  
CASING



STOCKWATER USE SUPPLEMENTAL SHEET

## STOCKWATER USE SUPPLEMENTAL SHEET

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

Name of Applicant (Please Print): Fullmer Auto Company Texas, LLC

1. Please indicate type of livestock (cattle, hogs, etc.): Cattle - dairy calves

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
(2016) 5 years ago	10,470	12,336,600	3.2
(2020) Last year	39,472	37,405,330	2.6
(2021) Present Year	47,000 AVG*	72,051,000	4.2

\*54,000 MAX

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 (2022)	60,000	137,375,000	6.3
Year 2 (2023)	80,000	183,775,000	6.3
Year 3 (2024)	80,000	183,775,000	6.3
Year 4 (2025)	80,000	183,775,000	6.3
Year 5 (2026)	80,000	183,775,000	6.3

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	
25	24S	41W													40	40	40	40	160
36	24S	41W	40	40	40	40									40	40	40	40	320

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.: See attached calculations for additional details

**DRINKING**

80,000 head of dairy calves x 6.0 gallons/head (avg.) x 365 days = 175.2 million 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) bottle washing, sanitation & truck wash = 8.575 million gallons

**TOTAL** ----- 183.775 million 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 46,530 linear feet.

Total calf hutch space = 91,880 linear feet in addition to feed bunk space.

8. Total size of stock pens for confinement area of cattle, hogs, etc. is 10,724,908 square feet. = 246.21 acres

Note: confinement areas include partially roofed pens and calf hutches.

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

PAST WATER USE AT FULLMER FACILITY

LAST YEAR: 2020

FROM 2020 WATER USE REPORT:

TOTAL WATER USE = 37,405,330 GALLONS  
 AVERAGE NO. OF HEAD = 39,472  
 MAXIMUM NO. OF HEAD = 41,904  
 GALLONS/HEAD/DAY = 2.6

5 YEARS AGO: 2016

FROM 2016 WATER USE REPORT:

TOTAL WATER USE = 12,336,600 GALLONS  
 AVERAGE NO. OF HEAD = 10,470  
 MAXIMUM NO. OF HEAD = 13,821  
 GALLONS/HEAD/DAY = 3.2

WELL	OGALLALA	D-NORTH	D-SOUTH
BEGIN	9,798,050	7,808,400	5,515,200
END	5,677,250	10,946,400	8,834,600
USE	5,879,200	3,138,000	3,319,400



## PRESENT YEAR WATER USE AT FULLMER FACILITY

PRESENT YEAR: **2021**

HEAD COUNT AT BEGINNING OF YEAR = 40,000  
PROJECTED HEAD COUNT AT END OF YEAR = 54,000  
→ AVERAGE ANNUAL HEAD COUNT = 47,000

UNIT CONSUMPTION BASED ON  
LARGER THAN NORMAL CATTLE = 4.2 GALLONS/HEAD/DAY

→ PROJECTED 2021

WATER USE = (UNIT CONSUMPTION) x (AVG. ANNUAL HEAD COUNT) x (365 DAYS/YEAR)

= **72,051,000 GALLONS**  
= **221.116 ACRE-FEET (AF)**

CURRENT AUTHORIZED QUANTITY FOR FACILITY:

FILE NO. 45,936 = 15.185 AF  
FILE NO. 50,228 = 9.010 AF  
FILE NO. 45,937 = 8.068 AF  
FILE NO. 47,593 = 99.002 AF  
TOTAL QUANTITY = 131.265 AF

PROJECTED 2021 WATER USE = 221.116 AF  
LESS TOTAL AUTHORIZED QUANTITY = 131.265 AF  
→ ADDITIONAL QUANTITY REQUIRED = 89.851 AF  
= 29,278,168 GALLONS

FCM  
09/23/2021

**WATER USE ESTIMATES FOR FULLMER FACILITY**

<b>YEAR 1 (2022) ESTIMATED WATER USE</b>					
<b>WATER USE</b>	<b>RATE</b>	<b>NO.</b>	<b>DAYS PER YEAR</b>	<b>ANNUAL QUANTITY</b>	
				<b>GALLONS</b>	<b>ACRE-FEET</b>
DRINKING	6.0 GAL/HEAD/DAY	60,000	365	131,400,000	403.25
BOTTLE WASH & SANITATION	10,000 GAL/DAY	1	365	3,650,000	11.20
TRUCK WASH	7,500 GAL/DAY	1	310	2,325,000	7.14
<b>TOTAL</b>				<b>137,375,000</b>	<b>421.59</b>

→ **AVERAGE USE RATE = 6.3 GALLONS/HEAD/DAY**

<b>YEARS 2 - 5 (2023 - 2026) ESTIMATED WATER USE</b>					
<b>WATER USE</b>	<b>RATE</b>	<b>NO.</b>	<b>DAYS PER YEAR</b>	<b>ANNUAL QUANTITY</b>	
				<b>GALLONS</b>	<b>ACRE-FEET</b>
DRINKING	6.0 GAL/HEAD/DAY	80,000	365	175,200,000	537.67
BOTTLE WASH & SANITATION	15,000 GAL/DAY	1	365	5,475,000	16.80
TRUCK WASH	10,000 GAL/DAY	1	310	3,100,000	9.51
<b>TOTAL</b>				<b>183,775,000</b>	<b>563.98</b>

→ **AVERAGE USE RATE = 6.3 GALLONS/HEAD/DAY**

**BUNK SPACE AND HUTCH SPACE DERIVED FROM  
PERMIT APPLICATION DOCUMENT DEVELOPED BY  
DARREN GEORGE ENGINEERING, LLC**

MEASUREMENTS TAKEN FROM PERMIT APPLICATION DRAWINGS:

BUNK SPACE				
CONTROL AREA	LENGTH (IN.)	LENGTH @ 750 FT./IN.	NO.	LENGTH
1 - EXISTING	0.54	405	5	2,025
	0.30	225	1	225
	1.62	1,215	4	4,860
	1.12	840	2	1,680
	0.54	405	1	405
	0.98	735	1	735
	1.70	1,275	1	1,275
	1.60	1,200	1	1,200
	1.48	1,110	1	1,110
	2.46	1,845	1	1,845
	1.00	750	3	2,250
	1.08	810	1	810
	1.24	930	2	1,860
TOTAL FOR CONTROL AREA 1 =				20,280
3 - NORTH	2.68	2,010	10	20,100
	1.64	1,230	5	6,150
	TOTAL FOR CONTROL AREA 3 =			
<b>TOTAL BUNK SPACE =</b>				<b>46,530</b>

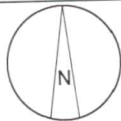
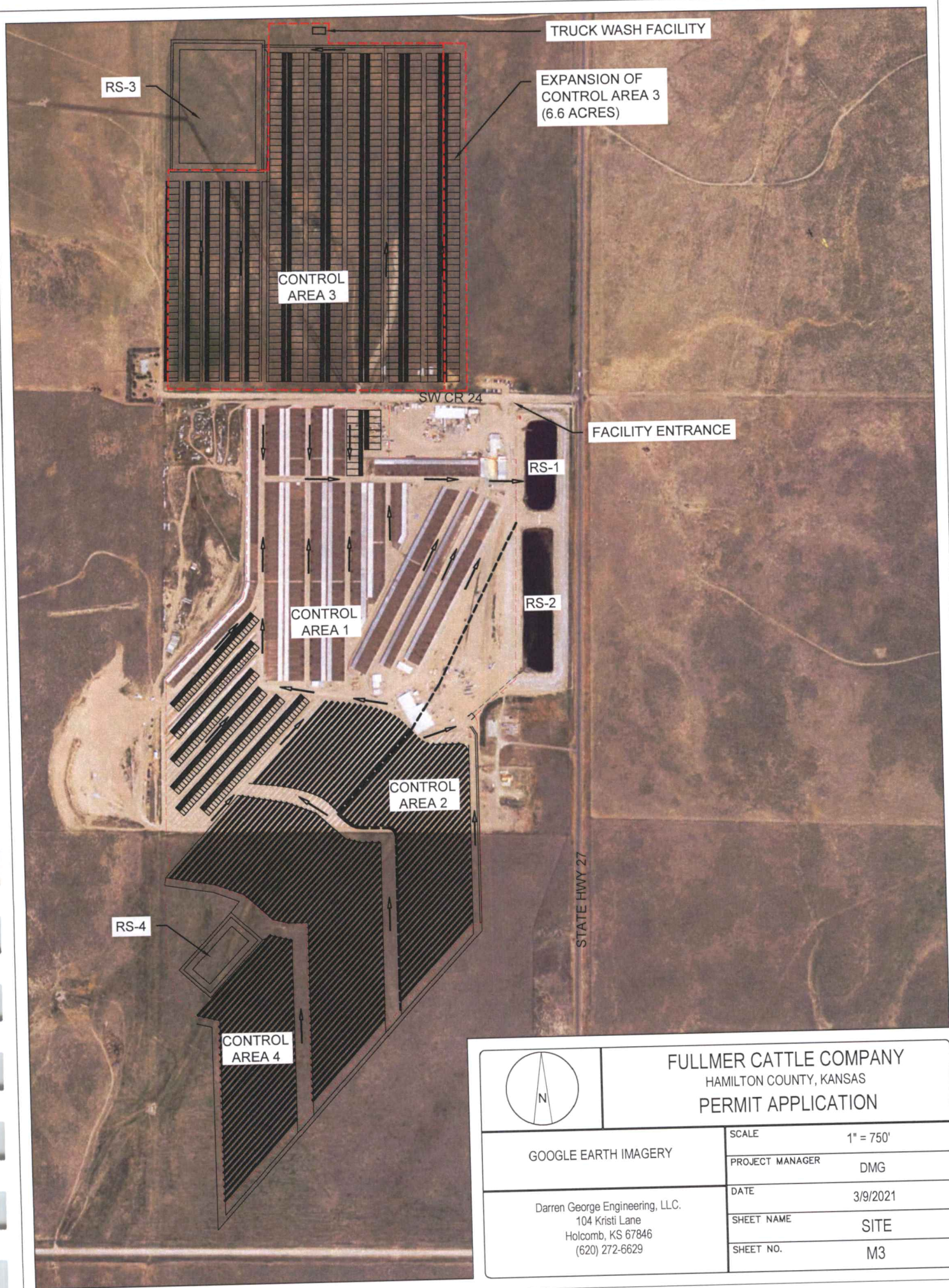
HUTCH SPACE				
CONTROL AREA	LENGTH (IN.)	LENGTH @ 750 FT./IN.	NO.	LENGTH
2 - EXISTING + EXPANSION	0.89	668	27	18,023
	0.85	638	26	16,575
	0.90	675	55	37,125
		0		0
	TOTAL FOR CONTROL AREA 2 =			
4 - SOUTH EXPANSION	0.88	660	21	13,860
	0.84	630	10	6,300
	TOTAL FOR CONTROL AREA 4 =			
<b>TOTAL HUTCH SPACE =</b>				<b>91,883</b>

CATTLE CONFINEMENT AREA DERIVED FROM PERMIT APPLICATION  
DOCUMENT DEVELOPED BY DARREN GEORGE ENGINEERING, LLC

FROM TABLE 2, CONTROL AREA AND DESIGN STORM RUNOFF, PAGE 11:

CONTROL AREA	1 & 2	3	4
OPEN LOT AREA	131.05 AC	65.38 AC	24.68 AC
PAVED/ROOF AREA	11.00 AC	14.10 AC	0.00 AC
TOTAL CONFINEMENT & RELATED FACILITY AREA	142.05 AC	79.48 AC	24.68 AC

→ TOTAL CONFINEMENT AREA = 246.21 AC  
= 10,724,908 SQ FT



**FULLMER CATTLE COMPANY**  
 HAMILTON COUNTY, KANSAS  
 PERMIT APPLICATION

GOOGLE EARTH IMAGERY	SCALE	1" = 750'
	PROJECT MANAGER	DMG
Darren George Engineering, LLC. 104 Kristi Lane Holcomb, KS 67846 (620) 272-6629	DATE	3/9/2021
	SHEET NAME	SITE
	SHEET NO.	M3

Kansas Department of Health & Environment

Division of Environment  
Bureau of Water



Topeka, Kansas 66612-1367  
Telephone: (785) 296-6432

Kansas Permit No.: **A-UAHM-C005**  
Federal Permit No.: **KS0090981**

KANSAS WATER POLLUTION CONTROL PERMIT FOR AGRICULTURAL AND RELATED WASTES  
AND AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Pursuant to provisions of Kansas Statutes Annotated 65-164 and 65-165 et seq., and the Federal Water Pollution Control Act as amended, (33 U.S.C. 1251 et seq.; the "Act"),

Permittee: **Que Fullmer  
Fullmer Auto Company Texas, LLC dba Fullmer Cattle Company**

Permittee's Address: **PO Box 986  
Syracuse, KS 67878**

Facility Name: **Fullmer Cattle Company**

Facility Location: **Southeast Quarter of Section 25 and East Half of Section 36, Township  
24 South, Range 41 West, Hamilton County, Kansas**

River Basin: **Upper Arkansas River Basin**

is authorized to operate, as a pollutant discharge elimination system, water pollution control facilities to collect, retain, and dispose of precipitation induced runoff and/or dry weather wastewater accumulations containing livestock and related agricultural wastes in accordance with requirements as set forth herein.

This permit is effective August 27, 2018, supersedes the previously issued water pollution control permit A-UAHM-C005, and expires August 26, 2023.

Facility Summary

This is a confined feeding operation for raising beef and dairy calves. Wastewater from precipitation runoff from open lot and calf hutch areas, feed storage areas, and wastewater from the formula mixing equipment and feed equipment wash house will be controlled by four earthen wastewater retention structures. The current maximum capacity of 30,000 head (15,000 animal units) is being increased to 60,000 head (30,000 animal units) of cattle weighing less than 700 pounds with the addition of approximately 77 acres of open lots, hutch pads and feed lanes, two retention control structures, and a covered commodity storage area. See Section F- Schedule of Compliance.

Secretary, Kansas Department of Health and Environment

August 27, 2018  
Date



# Kansas Water Pollution Control Permit for Agricultural and Related Wastes

## Livestock Waste Management Program

### Permit Application

**Instructions: PLEASE PRINT.** Complete and provide all information as requested. Attach all drawings and plans to this application. If you need assistance completing this form, call (785) 296-6432 or your local KDHE District Office. Mail completed application to:

**KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT  
LIVESTOCK WASTE MANAGEMENT SECTION  
1000 SW JACKSON STREET, SUITE 430  
TOPEKA, KS 66612-1367**

Department Use Only		
Facility ID No.	_____	
Date Permit Application Complete:	_____	
Permit Fee Paid:	Yes	No

If a registration form has been submitted to KDHE within the previous eighteen months, only pages 1 through 7 and not previously submitted portions of Appendix 3 need to be completed. Any information from pages 5 or 7 submitted with the registration does not need to be resubmitted unless changes need to be noted.

**NOTICE: Failure to provide all required documentation at the time of submission of this permit application will result in the entire permit package being returned to the applicant for completion.**

### FACILITY IDENTIFICATION

- Check one:
- New Facility Application
  - Renewal Application Permit # \_\_\_\_\_ (only complete pages 1 & 11)
  - Facility Modification/Expansion Application Permit # A-UAHM-C005
  - Facility Name/Owner Change ONLY Permit # \_\_\_\_\_ (only complete pages 1 & 6)

1. Name of Applicant: QUE FULLMER Date: 3/9/2021

Name of Property owner(s) (if different from Applicant): \_\_\_\_\_

2. Name of Facility: FULLMER CATTLE COMPANY

3. Mailing Address: PO BOX 986

City: SYRACUSE State: KS Zip: 67878

4. Facility Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Applicant's Telephone No.: 620-384-7499 Home Telephone No.: \_\_\_\_\_

Cellular Telephone No.: 909-644-3673 Fax No.: 620-384-7507

E-Mail Address: qjfullmer@gmail.com

Applicant hereby makes application to the Kansas Department of Health and Environment in conformance with K.S.A. 65-171d et seq. and K.A.R. 28-18-1 through 17, and/or 28-18a-1 through 33.

**ADDITIONAL CONTACT INFORMATION:** (optional additional facility contact to receive copy of correspondence)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**FACILITY DESCRIPTION**

**6. Legal description of property where facility is located:**

RANCH	NE	36	24	South	41	Circle: E or W	HAMILTON
Facility ID	Quarter(s)	Section	Township		Range		County
RANCH	SE	36	24	South	41	Circle: E or W	HAMILTON
Facility ID	Quarter(s)	Section	Township		Range		County
RANCH	SE	25	24	South	41	Circle: E or W	HAMILTON
Facility ID	Quarter(s)	Section	Township		Range		County

**7. The existing, proposed, and/or expanded livestock operation will consist of:** (mark **E** if existing or **P** if proposed)

<sup>E,P</sup> Open Lots     Enclosed Bldg.     Both Open/Closed     Truck Wash     Other

**8. Existing and/or proposed waste control systems:** (mark **E** if existing or **P** if proposed)

<sup>E</sup> Earthen Retention Structure     Sedimentation Basin     Concrete Storage Structure

Other (explain) \_\_\_\_\_

**9. Are there any county or local comprehensive land use plans or zoning requirements or restrictions at this site?**

Yes  No

If yes, please explain: \_\_\_\_\_

**10. Waste Management Equipment:** Indicate the type and size of equipment available for: land application and transportation of process waste (in any form: liquid, slurry, or solid). Indicate whether each piece of equipment is owned, leased, or contractor provided. If a wastewater retention structure is present at the facility dewatering equipment **must** be listed. (Please attach additional page if needed)

Equipment Description (55 hp tractor, high lift, pto driven pump, manure wagon, honey wagon, center pivot, traveling gun, etc.)	Equipment Purpose (Transportation, collection, land application, agitate manure in basin, etc.)	Capacity (Gallons per minute, gallons, bushels, acres, cubic yards, etc.)	Owned (O), Leased (L), or Contractor' s (C)
	SEE PREVIOUS EQUIPMENT LIST		



## ANIMAL UNITS CALCULATION TABLE

Please complete the table below. Identify the **maximum** capacity of each type of animal at your facility. Each pig, weaned or unweaned, weighing 55 pounds or less must be counted as 0.1 animal units. Similarly, for permitting purposes, dairy facilities must count calves and heifers weighing less than 700 pounds as 0.5 animal units and bulls, and heifers weighing more than 700 pounds as 1.0 animal unit. Lactating and dry dairy cows should be counted as 1.4 animal units, etc.

(A)	(B)	(C)	(D)	(E)
Type of Facility*	Current Maximum Permitted Capacity (Head)	Proposed Expansion or New (Head)	AU Conversion Factor	Maximum Animal Units (B+C) x D
Swine weighing more than 55 pounds			0.4	
Swine weighing 55 pounds or less			0.1	
Cattle weighing more than 700 pounds			1.0	
Cattle weighing less than 700 pounds	60,000	20,000	0.5	40,000
Mature Dairy Cows (Lactating and Dry)			1.4	
Sheep/Lambs/Goats			0.1	
Turkeys			0.018	
Laying Hens/Broilers w/ continuous overflow watering			0.01	
Laying Hens/Broilers w/ liquid manure system			0.033	
Laying Hens/Broilers w/ dry manure system <sup>1</sup>			0.003	
Horses			2.0	
Ducks			0.2	
Other- <i>specify species</i> _____				
<b>Total</b>	<b>60,000</b>	<b>20,000</b>		<b>40,000</b>

**\*Minimum EPA thresholds requiring an NPDES permit** are: 700 head of mature dairy cows (lactating or dry), 1,000 head of veal calves, 1,000 head of cattle other than mature dairy cows or veal calves, 2,500 head of swine weighing greater than 55 pounds, 10,000 head of swine weighing 55 pounds or less, 500 horses, 10,000 sheep or lambs, 30,000 ducks w/ other than liquid manure system, 5,000 ducks w/ liquid manure system, 55,000 turkeys, 30,000 laying hens/broilers w/ liquid manure system, 125,000 chickens other than laying hens (broilers) w/ other than liquid manure system, and 82,000 laying hens w/ other than liquid (dry) manure system.

<sup>1</sup> A 0.033 AU conversion factor should be used for chicken facilities with dry litter systems if manure is exposed to precipitation during collection or when stored in stockpiles, or if manure is land applied without incorporation into the soil within 24 hours.

**ANNUAL PERMIT FEE**

The annual permit fee is based on the facility maximum number of animal units as listed below and **must be paid before processing** of the permit and annually to maintain the validation of the permit. These fees are non-refundable.

Facility Size in Animal Units (AU)	Annual Permit Fee
999 AU or less	\$25
1,000 to 4,999 AU	\$100
5,000 to 9,999 AU	\$200
10,000 AU or more	\$400
Private Truck Washing Facility (two or fewer owned trucks)	\$25
Private Truck Washing Facility (three or more owned trucks)	\$200
Commercial Truck Washing Facility	\$320

PLEASE MAKE CHECK PAYABLE TO:  
**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT**

**SIGNATURE/CERTIFICATION**

**Swine Facility Consultation Statement:** (required for all swine facilities)

I, \_\_\_\_\_, will consult with the KSU county extension agent, or  
**(Applicant's Name)**  
qualified agronomist or individual trained in crop protection, to ensure application of swine wastes at agronomic rates and that records of this information will be available at the swine facility office as prescribed in K.S.A. 65-1,179(b)(3)(E).

**Applicants Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Permit Application Certification:** (required for all species)

I hereby certify that the information submitted and/or attached herein is true and correct to the best of my knowledge and belief.

I hereby make application to the Kansas Department of Health and Environment for a water pollution control permit for the facility described in this application in conformance with K.S.A. 65-171d et seq. and K.A.R. 28-18-1 through 17 and/or K.A.R. 28-18a-1 through 33.

**Applicants Name:** TY FULLMER Manager  
(Type or Print Name and Title)

**Applicants Signature:** Ty Fullmer **Date:** 03.09.21

This application is to be signed by one of the following: (1) In the case of a corporation, by the principal executive officer of at least the level of Vice President; (2) in the case of a partnership, by a general partner; or (3) in the case of a sole proprietorship, by the proprietor.

**POINT OF DIVERSION & PLACE OF USE OWNERSHIP**

OWNER NAME AND MAILING ADDRESS

FULLMER AUTO CO TEXAS LLC

PO BOX 986  
SYRACUSE, KS 67878-0986

PROPERTY SITUS ADDRESS

02400 S HWY 27  
Syracuse, KS 67878

PLACE OF USE

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9050 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3200 Dev Site - crops, arazing etc.

GENERAL PROPERTY INFORMATION

Prop Class: F Farm Homesite - F  
Living Units: 1  
Zonina:  
Neighborhood: 034 034  
Economic Adj. Factor:  
Map / Routing: 187 /  
Tax Unit Group: 010-SYRACUSE TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/18/2018	11:00 AM	8				
09/05/2018	3:00 PM	7		407		
09/05/2018	11:00 AM	1				

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	18.910	1,441.840	1,460.750
F	3.000	191.200	194.200
<b>Total</b>	<b>21.910</b>	<b>1,633.040</b>	<b>1,654.950</b>

TRACT DESCRIPTION

S25, T24, R41W, ACRES 230, E 235 AC BEG @ A POINT 3270' FROM NW/C OF NW/4 FOR POB THEN E 1940'; S 5320'; W 1875'; N 5300' TO POB LESS HWY ROW

PARCEL COMMENTS

GenCom: JOINT TENANTS; Prop-NC: 04, 00; Prop-Com: 19-48 AC CALVING OPERATION 2091x1000. 04-NEW DWG FOR 2005; Land-Ac/Sf: calving operation

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	1.00											4	1.00	3,000.00	600.00	600.00	3,000
Acre	1-Primary Site - 1	48.00										A	4	1.00	3,000.00	600.00	600.00	31,200

Total Market Land Value 34,200

**DWELLING INFORMATION**

Res Type: 1-Single-Family Residence  
 Quality: 2.67-AV-  
 Year Blt: 2004 Est:  
 Eff Year:  
 MS Style: 1-One Story  
 LBCSStruct: 1110-Detached SFR unit  
 No. of Units:  
 Total Living Area: 1,763  
 Calculated Area: 1,763  
 Main Floor Living Area: 1,763  
 Upper Floor Living Area Pct:  
 CDU: FR  
 Phys/Func/Econ: GD / /  
 Ovr Pct Gd/Rsn:  
 Remodel:  
 Percent Complete:  
 Assessment Class:  
 MU Cls/Pct:

**COMP SALES INFORMATION**

Arch Style: 02-Ranch  
 Bsmt Type: 4-Full - 4  
 Total Rooms: 9 Bedrooms: 4  
 Family Rooms: 1  
 Full Baths: 3 Half Baths:  
 Garage Cap: 2  
 Foundation: Concrete - 2

**IMPROVEMENT COST SUMMARY**

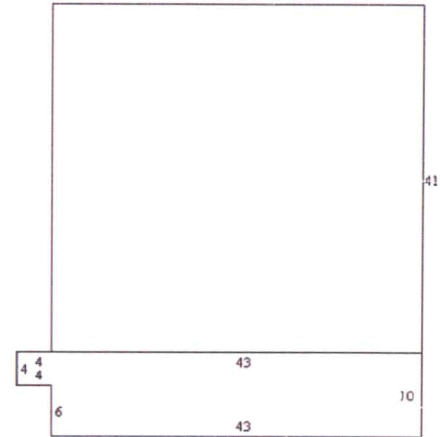
Dwelling RCN: 266,572  
 Percent Good: 72  
 Mkt Adj: 100 Eco Adj: 100  
 Building Value: 191,930  
 Other Improvement RCN: 27,490  
 Other Improvement Value: 15,130

**CALCULATED VALUES**

Cost Land: 34,200  
 Cost Building: 207,060  
 Cost Total: 241,260  
 Income Value: 0  
 Market Value: 190,900  
 MRA Value: 191,120

**FINAL VALUES**

Value Method: COST  
 Land Value: 36,010  
 Building Value: 1,666,530  
 Final Value: 1,702,540  
 Prior Value: 1,654,950



**BUILDING COMMENTS**

DwellCom: A1-1111 0446sf

**SKETCH VECTORS**

A0CU41X43A1CR43D10L43U6L4U4R4H

**OTHER BUILDING IMPROVEMENTS**

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	152-Residential Garage - Detach	S	0.84	1	2004			1,512	156	8	42 X 36	1	3						20,760	68	14,120
2	133-Prefabricated Storage Shec	D	3.00	1	2004			120	44	6	12 X 10	1	1						3,005	15	450
3	133-Prefabricated Storage Shec	D	3.00	1	2004			150		6		1	1						3,728	15	560

**DWELLING COMPONENTS**

Code	Units	Pct	Quality	Year
131-Veneer, Brick		100		
208-Composition Shingle		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures	11			
602-Plumbing Rough-ins	1			
622-Raised Subfloor	1,763			
641-Single 1-Story Fireplace	1			
801-Total Basement Area	1,763			

**DWELLING COMPONENTS**

Code	Units	Pct	Quality	Year
803-Partition Finish Area	1,300			
806-Basement Garage, Double	1			
905-Raised Slab Porch with Roof	446			
905-Raised Slab Porch with Roof	446			

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	131.00	1982				0.00			10	10	1,310
NG	50.00	1984				0.00			10	10	500

**COMMENTS**

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	755,090
Eco Adj:	100
Other Improvement Value:	1,459,470

**AG LAND SUMMARY**

Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	181.00
Tame Grass Acres:	0.00
Total Ag Acres:	181.00
Total Ag Use Value:	1,810
Total Ag Mkt Value:	91,410

**OTHER BUILDING IMPROVEMENTS**

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	565-Farm Utility Shelter	S	2.00	4	2018			16,500	1,370	18	660 X 25	1.00	2					A	185,955	28	208,270
2	565-Farm Utility Shelter	S	2.00	2	2018			17,000	1,412	18	680 X 25	1.00	2					A	191,590	28	107,290
3	565-Farm Utility Shelter	S	2.00	14	2019			16,500	1,370	18	660 X 25	1.00	2					A	185,955	29	754,980
4	565-Farm Utility Shelter	S	2.00	7	2019			17,000	1,412	18	680 X 25	1.00	2					A	191,590	29	388,930

**OTHER BUILDING IMPROVEMENT COMPONENTS**

No.	Code	Units	Pct	Size	Other	Rank	Year
1	8355-Paving, Concrete with Base	16,500					
2	8355-Paving, Concrete with Base	17,000					
3	8355-Paving, Concrete with Base	16,500					
4	8355-Paving, Concrete with Base	17,000					

OWNER NAME AND MAILING ADDRESS

FULLMER AUTO CO TEXAS LLC

PO BOX 986  
SYRACUSE, KS 67878-0986

PROPERTY SITUS ADDRESS

03200 S HWY 27  
Syracuse, KS 67878

PLACE OF USE

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9020 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3200 Dev Site - crops, arazing etc

GENERAL PROPERTY INFORMATION

Prop Class: A Aaricultural Use - A  
Living Units:  
Zonina:  
Neighborhood:033 033  
Economic Adj. Factor:  
Map / Routing: 187 /  
Tax Unit Group: 010-SYRACUSE TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/05/2018	4:00 PM	7		407		
09/05/2018	4:00 PM	0		407	MR FULLMER	5

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	18.980	1.214.440	1.233.420
Total	18.980	1.214.440	1.233.420

TRACT DESCRIPTION

S36, T24, R41W, ACRES 148, NE/4 LESS HWY ROW LESS A 5 AC TR

PARCEL COMMENTS

Prop-Com: LIC. CAPACITY 30,000 HEAD 2017

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	40.00											3	1.00	2.300.00	400.00	400.00	17.900

Total Market Land Value 17,900

AGRICULTURAL LAND											
Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	105.00	1984				0.00			10	10	1,050
NG	3.00	1987				0.00			10	10	30

**COMMENTS**  
 OthPhys: office bldg; OthComp: \*MVP\*;  
 OthComp: \*MVP\*; OthComp: \*MVP\*; OthComp: \*MVP\*;  
 \*MVP\*; OthComp: \*MVP\*; OthComp: \*MVP\*;  
 OthComp: \*MVP\*; OthComp: \*MVP\*

IMPROVEMENT COST SUMMARY	
Other Improvement RCN:	3,098,745
Eco Adj:	100
Other Improvement Value:	1,240,030

AG LAND SUMMARY	
Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	108.00
Tame Grass Acres:	0.00
Total Ag Acres:	108.00
Total Ag Use Value:	1,080
Total Ag Mkt Value:	54,540

**OTHER BUILDING IMPROVEMENTS**

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	477-Farm Utility Building	P	4.00	1	1994			3,240		14		1.00	2						83,819	17	14,250
2	477-Farm Utility Building	P	1.00	1	1995			1,440		14	60 X 24	1	2						10,757	18	1,940
3	477-Farm Utility Building	P	1.00	1	2002			1,200		14	40 X 30	1	2						9,204	23	2,120
4	477-Farm Utility Building	P	1.00	2	2015			1,200		14	40 X 30	1	2						9,204	39	7,180
5	477-Farm Utility Building	P	1.00	1	2012			10,800		18	180 X 60	1	2						70,632	34	24,010
6	477-Farm Utility Building	D	1.00	1	2015			3,200		12	80 X 40	1	2						29,152	39	11,370
7	477-Farm Utility Building	D	1.00	1	2015			36,000		12		1	2						278,280	39	108,530
8	565-Farm Utility Shelter	P	1.00	1	2007			14,400		18	600 X 24	1	2						128,304	17	21,810
9	565-Farm Utility Shelter	P	1.00	1	2007			26,400		12		1	2						224,928	17	38,240
10	565-Farm Utility Shelter	P	1.00	1	2007			27,600		12		1	2						235,152	17	39,980
11	565-Farm Utility Shelter	P	1.00	1	2007			30,000		12		1	2						255,600	17	43,450
12	565-Farm Utility Shelter	P	1.00	1	2007			7,200		12		1	2						61,344	17	10,430
13	565-Farm Utility Shelter	P	1.00	1	2007			14,400		12		1	2						122,688	17	20,860
14	565-Farm Utility Shelter	P	1.00	1	2007			19,200		12		1	2						163,584	17	27,810
15	565-Farm Utility Shelter	P	1.00	2	2012			28,800		12		1	2						389,952	21	163,780
16	565-Farm Utility Shelter	P	1.00	3	2015			28,800		12		1	2						534,528	24	384,860
17	565-Farm Utility Shelter	P	1.00	4	2015			9,600		12		1	2						226,368	24	217,310
18	163-Site Improvements	B	1.00	1	2012			10		8		1.00	2						52,289	12	6,270
19	477-Farm Utility Building	S	1.00	1	2019			16,000	520	20	160 X 100	1.00	2						212,960	45	95,830

**OTHER BUILDING IMPROVEMENT COMPONENTS**

No.	Code	Units	Pct	Size	Other	Rank	Year
1	2-Default Walls		100				
2	2-Default Walls		100				



## OTHER BUILDING IMPROVEMENT COMPONENTS

No.	Code	Units	Pct	Size	Other	Rank	Year
3	2-Default Walls		100				
4	2-Default Walls		100				
5	2-Default Walls		100				
6	2-Default Walls		100				
7	2-Default Walls		100				
8	8355-Paving, Concrete with Base	14,400					2007
9	8355-Paving, Concrete with Base	26,400					
10	8355-Paving, Concrete with Base	27,600					2007
11	8355-Paving, Concrete with Base	30,000					
12	8355-Paving, Concrete with Base	7,200					
13	8355-Paving, Concrete with Base	14,400					
14	8355-Paving, Concrete with Base	19,200					
15	8355-Paving, Concrete with Base	28,800					
15	8355-Paving, Concrete with Base	28,800					
16	8355-Paving, Concrete with Base	28,800					
16	8355-Paving, Concrete with Base	28,800					
16	8355-Paving, Concrete with Base	28,800					
17	8355-Paving, Concrete with Base	9,600					
17	8355-Paving, Concrete with Base	9,600					
17	8355-Paving, Concrete with Base	9,600					
17	8355-Paving, Concrete with Base	9,600					
18	1922-Scale, Truck, Concrete Platform	1			50		
19	2-Default Walls		100				
19	8355-Paving, Concrete with Base	16,000					

OWNER NAME AND MAILING ADDRESS

SPIKER, TERRY R & RUTH O  
FULLMER, TY

PO BOX 255  
SYRACUSE, KS 67878-0255

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

PLACE OF USE

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farmina / ranch Sfx: 0  
Activity: 8100 Farmina, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc.

GENERAL PROPERTY INFORMATION

Prop Class: A Aaricultural Use - A  
Living Units:  
Zonina:  
Neighborhood: 033 033  
Economic Adj. Factor:  
Map / Routing: 187 /  
Tax Unit Group: 010-SYRACUSE TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/05/2018	4:00 PM	0		407		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Cls	Land	Building	Total
A	3.060	0	3.060
<b>Total</b>	<b>3.060</b>	<b>0</b>	<b>3.060</b>

Not Yet Available

TRACT DESCRIPTION

S36 , T24 , R41W , ACRES 306.0 , S/2 LESS CO RD ROW

PARCEL COMMENTS

GenCom: JOINT TENANTS; Prop-NC: AN, 00; Prop-Com: AN-PCL 187-36-004 COMB WITH; 00-THIS PCL

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	75.00	1982							10	10	750
NG	140.00	1984							10	10	1,400
NG	91.00	1987							10	10	910

**COMMENTS**

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

**AG LAND SUMMARY**

Dry Land Acres:	
Irrigated Acres:	
Native Grass Acres:	306.00
Tame Grass Acres:	
Total Ag Acres:	306.00
Total Ag Use Value:	3,060
Total Ag Mkt Value:	154,530

OWNER NAME AND MAILING ADDRESS

HELFRICH, RICHARD F

PO BOX 154  
COOLIDGE, KS 67836-0154

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

POINT OF DIVERSION

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, arazing etc

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Living Units:  
Zonina:  
Neighborhood:033 033  
Economic Adj. Factor:  
Map / Routing: 233 /  
Tax Unit Group: 040-BEAR CREEK TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/22/2019	4:00 PM	0		102		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	7.170	0	7.170
Total	7.170	0	7.170

TRACT DESCRIPTION

S08 , T25 , R41W , ACRES 323.0 , N/2

PARCEL COMMENTS

Prop-NC: 00

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
--------	------	-------	--------	-------	--------	------	-------	------	-------	------	-----	-----	-------	-----------	----------	---------	---------	-----------

Total Market Land Value 0

AGRICULTURAL LAND											
Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	15.00	1422				0.00			65	65	980
DR	108.00	1578				0.00			20	20	2,160
DR	58.00	1579				0.00			17	17	990
DR	100.00	1854				0.00			26	26	2,600
DR	10.00	9999				0.00			10	10	100
NG	6.00	1422				0.00			14	14	80
NG	9.00	1578				0.00			10	10	90
NG	4.00	1579				0.00			10	10	40
NG	12.00	1580				0.00			10	10	120
NG	1.00	1854				0.00			10	10	10

COMMENTS

IMPROVEMENT COST SUMMARY

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

AG LAND SUMMARY

Dry Land Acres:	291.00
Irrigated Acres:	0.00
Native Grass Acres:	32.00
Tame Grass Acres:	0.00
Total Ag Acres:	323.00
Total Ag Use Value:	7,170
Total Ag Mkt Value:	315,890

**PIPELINE EASEMENTS & OWNERSHIP DOCUMENTATION**



*Pam Hook*

Date Recorded: 11/8/2021 8:02:00 AM

### Easement and Right of Way Agreement for Water Pipeline and Water Well Site

This Easement and Right of Way Agreement ("Easement") is entered into by and between Richard F. Helfrich, a single person, ("Grantor") and **Fullmer Auto Company Texas, LLC** with an address of **P.O. Box 986, Syracuse, KS 67878** ("Grantee") for the granting of a right of way and a location for water well or wells and an easement for a pipeline under the following terms, conditions, and limitations:

1. **Grant.**

- a. Grantor grants to Grantee, Grantee's successors and assigns, a right of way and easement to construct, reconstruct, operate, maintain, repair, replace and remove one or more pipelines for the transportation of water on a portion of the real estate owned by Grantor described in **Exhibit A** attached hereto. The right granted by this easement shall be deemed to run with the land, unless terminated as herein provided.
- b. Grantor grants to Grantee, Grantee's successors and assigns an easement for up to three (3) sites for drilling, operating, maintaining and repairing up to three (3) water wells and the connection of pipelines thereto. This easement shall be deemed to run with the land, unless terminated as herein provided.

2. **Description of Easement Area.**

- a. The Pipeline Easement will run along a line that is shown on a map included in **Exhibit A**. Said line is located within thirty (30) feet of the north boundary of the North Half (N/2) of Section 8, Township 25 South Range 41 West, Hamilton County, Kansas, and along a line from the well sites directly north to the pipeline running along the north boundary line.

**i. Temporary Easement for Construction.** During the period of construction of the pipeline as described in this easement, the Easement Area shall include twenty-five (25) feet on each side of the line of the easement, thus constituting a temporary easement fifty (50) feet in width.

**ii. Pipeline Easement.** The pipeline easement which shall continue following completion of construction shall ten (10) feet on each side of the line of easement, thus constituting an Easement Area of twenty (20) feet.

- b. The easement for the well location shall be located in the that part of the North Half (N/2) of Section 8, Township 25 South, Range 41 west of the 6<sup>th</sup> p.m., Hamilton County, Kansas and marked on EXHIBIT A, the same being the portion thereof that is not being cultivated.

**i. Temporary Easement for Drilling.** During the drilling of the water wells and equipment necessary to produce water therefrom the Grantee may access and use any portion of the area marked on EXHIBIT A for water wells.

Copy	<u>  TB  </u>
Numerical	<u>  PH  </u>
Computer	<u>  TB  </u>
Indirect	_____
Direct	_____

ii. **Easement for Water Wells.** Once the water wells are drilled, equipped and operational the easement for each well shall be limited to one quarter acre (1/4 acre) together with an access roadway of no more than twenty (20) feet in width running adjacent to the pipeline from the well sites to the north line of the premises.

The Area contained within the Easement, whether temporary easement for construction, the pipeline or well site easement, as applicable, may be referred to as "Easement Area."

3. **Consideration.**

- a. Grantor acknowledges receipt from Grantee the amount of **\$30,000.00**, which is the initial for consideration of these Easements.
- b. It is further agreed that the Grantor shall pay annually on October 10<sup>th</sup> of each year that these easements and right of ways remain in use by the Grantor, the sum of \$5,000.00 per annum, commencing on October 10, 2022, plus an additional \$200.00 for each year this agreement remains in effect after 2022.

4. **Purpose and Limitations on Use of Easement.** This Easement is granted solely for the purposes and uses set forth and limited below:

- a. Up to three (3) water well locations, access roadway thereto and water pipeline therefrom
- b. **Pipeline.** This Easement allows one or more pipelines with a maximum diameter of ten (10) inches. The pipeline(s) shall be used only for the transportation of water.
- c. **Depth.** The top of the pipeline shall be a minimum of forty-eight (48) inches below the land surface or such minimum depth as may be required by any applicable regulation, whichever is greater.
- d. **Appurtenances.** Appurtenances shall be limited to valves necessary for the control of air, vacuum, and pressure release; and for the control of flow for repair and maintenance operations. There shall be no surface or subsurface appurtenances to the pipeline other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor.
- e. **Other Easements.** Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement. Grantee shall have no right to grant additional easements or sub-easements on, along or across the Easement Area.
- f. **Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including the right to build and use the surface of the granted Easement Area for roads, driveways, grazing, planting and harvesting crops, and other like uses, and to dedicate all or any part of the Easement Area to any public entity for use as a public road or alley.

Grantor may construct fences across the Easement Area, but Grantor shall not construct any



permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Easement Area without Grantee's prior written consent. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the pipeline installed therein provided the relocated Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar day prior written notice of the intention to relocate the Easement.

5. **Construction and Drilling.**

- a. **Time Table.** Prior to Grantee conducting any drilling, construction or construction-preparation activities on the Easement Area (other than surveying and measuring) Grantee shall provide Grantor a written timetable setting forth the construction and completion schedule. The period of construction shall not exceed thirty (30) calendar days.
- b. **Removal of Fences.** Prior to any activity that changes the condition of fences on the Easement Area, Grantee shall provide Grantor a written accounting of each section of fence affected by pipeline construction. At Grantor's option, Grantor may require Grantee to repair, restore or replace the affected sections of fence to the same condition that existed at the start of construction.
- c. **Work Standards.** The design and construction regarding the water wells, the pipeline and all activities conducted in the Easement Area shall be in accordance with generally accepted standards in the geographical area where this Easement Area is located. This includes compacting the trench backfill and grading the surface of the completed trench to a condition that is suitable for current agricultural operations. All areas disturbed by construction shall be seeded and mulched by Grantee using the materials and application rates specified by the Grantor.
- d. **Temporary Crossings.** Grantee shall construct temporary crossings across open trenches and ditches to assure continued access, ingress and egress for Grantor to Areas adjacent to the Easement Area.
- e. **Other Uses.** The Easement Area shall be used only for the purposes set forth in this Easement. There shall be no hunting, fishing, loitering, lodging, camping, or similar activities by Grantee or its contractors or guests.

6. **Maintenance and Upkeep.**

- a. **Drilling, Excavation or Construction Concerning Replacement or Repair.** In the event of any replacement or repair to the pipeline, all work and activity shall be contained in the water well or pipeline Easement Area (and not the temporary construction easement) unless and until a separate temporary easement is agreed to in writing and signed by Grantor. All standards and requirements applicable for initial construction activities set forth in this Easement shall be equally applicable to any repair or replacement activities.
- b. **Access to Easement Area by Grantee.** The Grantee may not authorize any person or entity to have access to well sites or the pipeline Easement Area other than Grantee or its contractors, and then only for purposes of drilling, re-drilling, inspection, maintenance, repair and replacement of the wells or the pipeline.

7. **Termination and Abandonment.**

- a. If Grantee has not completed construction of a pipeline within twelve (12) months following the date this Easement is signed by Grantor, this Easement shall be deemed abandoned. If the Grantee ceases to use the easement for twelve consecutive (12) months then this easement shall terminate immediately thereafter. Grantee may terminate this Easement at any time by recording a notice of termination at the Hamilton County Register of Deeds Office, along with serving a copy of that recorded notice upon Grantor.
- b. In the event that the Grantee fails to provide or pay any of the consideration for this easement, or defaults on any other duty as herein provided, then in that event, this easement shall terminate on the 30<sup>th</sup> day after the date that said failure or default occurs and a ten (10) day written notice of default is mailed to Grantee. The Grantor shall not be required to give any notice of any second or subsequent default.
- c. There shall be no refund of consideration paid to Grantor for this Easement by reason of termination, lack of development, or for any other reason.

8. **Other; Miscellaneous.**

- a. **Title.** Grantor makes no representation or warranty as to Grantor's title to the land described in Exhibit A hereto. It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's property to the extent deemed necessary by Grantee in order to secure this Easement.
- b. **Assignments.** This agreement shall inure to and be applicable to Grantor and Grantee and their respective heirs, representatives, successors and assigns. Grantee shall not assign this Easement without the prior written consent of Grantor, with Grantor's consent not to be unreasonably withheld or delayed, provided, however, that in the event of any assignment by Grantee or any successive Grantee, the assignor shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement.
- c. The Grantee agrees to defend and indemnify the Grantor from any and all liability, claims, damages or loss suffered or occasioned by the Grantee's use of and activities on the premises.
- d. The jurisdiction and venue for any disputes arising from this agreement shall be the District Court of Hamilton County, Kansas.
- e. To the extent allowed by law the Grantee shall reimburse the Grantor for any and all attorney's fees, costs or expenses incurred by the Grantor as a consequence of a default of any duty or obligation owed by the Grantee to the Grantor.
- f. Time is a material term and of essence to this agreement.

In Witness Whereof, this instrument is executed as of this 6<sup>th</sup> day of Oct., 2021.

Grantor:

Richard F. Helfrich  
Richard F. Helfrich

Grantee:

Fullmer Auto Company Texas, LLC

Que Fullmer  
By: Que Fullmer, manager.

**NOTARY**

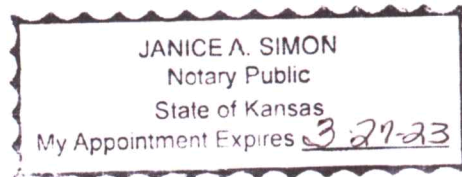
STATE OF Kansas  
COUNTY OF Hamilton, SS:

BE IT REMEMBERED, that on this 7<sup>th</sup> day of Oct, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **RICHARD F. HELFRICH**, who is personally known to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Janice A. Simon  
Notary

My commission expires: 3-27-23



**NOTARY**

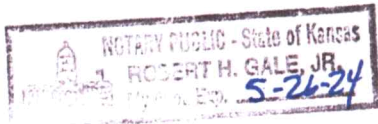
STATE OF KANSAS  
COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 6<sup>th</sup> day of Oct.,  
2021, before me, the undersigned, a Notary Public in and for the County and State  
aforesaid, came **QUE FULLMER, MANAGER OF FULLMER AUTO COMPANY  
TEXAS, LLC**, who is personally known to be the same person who executed the within  
instrument of writing and such person duly acknowledged the execution of the same.

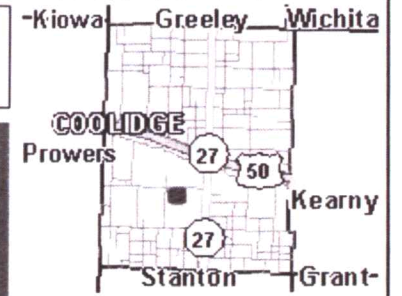
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial  
seal, the day and year last above written.

Robert H. Gale, Jr.  
Notary

My commission expires:



# Hamilton County, KS



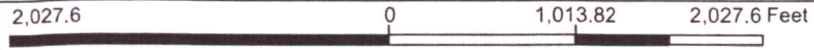
- Legend**
- Road
    - U.S. Highway
    - State Highway
    - Street
  - Parcel
    - Parcel Number/Acres
    - Owner Last Name
    - Corporate Limit Line
    - Land Hooks
      - Dashed Land Hook
      - Solid Land Hook
  - Section
  - Township Range
  - County Boundary

*Pipeline*

*AREA for Well sites*

*Wheatland Easement*

1 in. = 1014ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**



Date Recorded: 12/3/2021 2:34:00 PM

*Pam Hook*

## Easement and Right of Way Agreement for Water Pipeline

This Easement and Right of Way Agreement ("Easement") is entered into by and between **Winger Cattle Company, Inc.**, with an address of P.O. Box 914, Johnson, KS 67855 ("Grantor") and **Fullmer Auto Company Texas, LLC** with an address of P.O. Box 986, Syracuse, KS 67878 ("Grantee") for the granting of a right of way and easement for a pipeline under the following terms, conditions, and limitations:

1. **Grant.** Grantor grants to Grantee, Grantee's successors and assigns, a right of way and easement to construct, operate, maintain, repair, replace and remove a pipeline for the transportation of water on a portion of the real estate owned by Grantor described in **Exhibit A** attached hereto. The right granted by this easement shall be deemed to run with the land.
2. **Description of Easement Area.** The Easement will run along a line that is shown on a map included in **Exhibit A**. Said line is located within **Section 9, Township 25 South, Range 41 West**, Hamilton County, Kansas.
  - a. **Temporary Easement for Construction.** During the period of construction of the pipeline as described in this easement, the Easement Area shall include twenty-five (25) feet on each side of the line of the easement, thus constituting a temporary easement fifty (50) feet in width.
  - b. **Pipeline Easement.** The pipeline easement which shall continue following completion of construction shall be twelve and one-half (12 ½) feet on each side of the line of easement, thus constituting an Easement Area of twenty-five (25) feet.

The Area contained within the Easement, whether temporary easement for construction, or the pipeline easement, as applicable, may be referred to as "Easement Area."

3. **Consideration.** Grantor acknowledges receipt from Grantee the amount of **\$15,000.00**, which is full payment for consideration of this Easement.
4. **Purpose and Limitations on Use of Easement.** This Easement is granted solely for the purposes and uses set forth and limited below:
  - a. **Pipeline.** This Easement allows a pipeline with a maximum diameter of ten (10) inches. The pipeline shall be used only for the transportation of water.
  - b. **Depth.** The top of the pipeline shall be a minimum of forty-eight (48) inches below the land surface or such minimum depth as may be required by any applicable regulation, whichever is greater.
  - c. **Appurtenances.** Appurtenances shall be limited to valves necessary for the control of air, vacuum, and pressure release; and for the control of flow for repair and maintenance operations. There shall be no surface or subsurface appurtenances to the pipeline other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor.

## Easement and Right of Way Agreement for Water Pipeline

- d. **Other Easements.** Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement after obtaining the prior, written consent of Grantee which shall not be unreasonably withheld, and which shall be provided within thirty (30) calendar days after receipt of request therefor. Grantee shall have no right to grant additional easements or sub-easements on, along or across the Easement Area.
- e. **Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including the right to build and use the surface of the granted Easement Area for roads, driveways, grazing, planting and harvesting crops, and other like uses, and to dedicate all or any part of the Easement Area to any public entity for use as a public road or alley. Grantor may construct fences across the Easement Area, but Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Easement Area without Grantee's prior written consent. If the Grantor shall dedicate all or any part of the Easement Area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Easement. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the pipeline installed therein provided the relocated Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar days prior written notice of the intention to relocate the Easement.

### 5. Construction.

- a. **Time Table.** Prior to Grantee conducting any construction or construction-preparation activities on the Easement Area (other than surveying and measuring) Grantee shall provide Grantor a written timetable setting forth the construction and completion schedule. The period of construction shall not exceed thirty (30) calendar days.
- b. **Removal of Fences.** Prior to any activity that changes the condition of fences on the Easement Area, Grantee shall provide Grantor a written accounting of each section of fence affected by pipeline construction. At Grantor's option, Grantor may choose to repair or replace affected sections of fence or require Grantee to restore the affected sections of fence to the same condition that existed at the start of construction.
- c. **Work Standards.** The design and construction regarding the pipeline and all activities conducted in the Easement Area shall be in accordance with generally accepted standards in the geographical area where this Easement Area is located. This includes compacting the trench backfill and grading the surface of the completed trench to a condition that is suitable for current agricultural operations. All areas disturbed by construction shall be seeded and mulched by Grantee using the materials and application rates specified by the Grantor.
- d. **Temporary Crossings.** Grantee shall construct temporary crossings across open trenches and ditches to assure continued access, ingress and egress for Grantor to Areas adjacent to the Easement Area.
- e. **Other Uses.** The Easement Area shall be used only for the purposes set forth in this Easement. There shall be no hunting, fishing, loitering, lodging, camping, or similar activities by Grantee or its contractors or guests.

## Easement and Right of Way Agreement for Water Pipeline

### 6. Maintenance and Upkeep.

- a. **Excavation or Construction Concerning Replacement or Repair.** In the event of any replacement or repair to the pipeline, all work and activity shall be contained in the pipeline Easement Area (and not the temporary construction easement) unless and until a separate temporary easement is agreed to in writing and signed by Grantor. All standards and requirements applicable for initial construction activities set forth in this Easement shall be equally applicable to any repair or replacement activities. Grantee shall compensate Grantor for all damages resulting from repair or replacement work and activities.
- b. **Access to Easement Area by Grantee.** No person or entity shall have access to the pipeline Easement Area other than Grantee or its contractors, and then only for purposes of inspection, maintenance, and repair and replacement of the pipeline.

### 7. Termination and Abandonment.

If Grantee has not commenced construction of a pipeline within twelve (12) months following the date this Easement is signed by Grantor, this Easement shall be deemed abandoned. Construction is defined as excavation of a trench for the installation of the pipeline.

Grantee may terminate this Easement at any time upon providing written notice of termination on record at the recorder's office of the county where the Easement is located, along with serving a copy of that recorded notice upon Grantor.

There shall be no refund of consideration paid to Grantor for this Easement by reason of termination, lack of development, or for any other reason.

### 8. Other; Miscellaneous.

- a. **Title.** Grantor makes no representation or warranty as to Grantor's title to the land described in Exhibit A hereto. It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's property to the extent deemed necessary by Grantee in order to secure this Easement.
- b. **Assignments.** This agreement shall inure to and be applicable to Grantor and Grantee and their respective heirs, representatives, successors and assigns. Grantee shall not assign this Easement without the prior written consent of Grantor, with Grantor's consent not to be unreasonably withheld or delayed, provided, however, that in the event of any assignment by Grantee or any successive Grantee, the assignor shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement.



## Easement and Right of Way Agreement for Water Pipeline

In Witness Whereof, this instrument is executed as of this 18<sup>th</sup> day of November, 2021.

GRANTOR:

Winger Cattle Company, Inc.

Melvin Winger

By: Melvin Winger, President

WITNESS: Ward J. Plair

GRANTEE:

Fullmer Auto Company Texas, LLC

Que Fullmer

By: Que Fullmer, Manager

WITNESS: Frank C. Mercurio

Easement and Right of Way Agreement for Water Pipeline

ACKNOWLEDGEMENT

STATE OF Kansas )  
COUNTY OF Hamilton )

On this 18<sup>th</sup> day of November, 2021, before me, the undersigned Notary Public, personally appeared Melvin Winger, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument as GRANTOR, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Eliana Tarin  
Notary Public  
State of Kansas  
My Appt. Exp. 3-26-22

Notary Public Eliana Tarin  
My Commission Expires 3-26-22  
Printed Name: Eliana Tarin

STATE OF Kansas )  
COUNTY OF Hamilton )

On this 18<sup>th</sup> day of November, 2021, before me, the undersigned Notary Public, personally appeared Cove Fulmer, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument as GRANTEE, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Eliana Tarin  
Notary Public  
State of Kansas  
My Appt. Exp. 3-26-22

Notary Public Eliana Tarin  
My Commission Expires 3-26-22  
Printed Name: Eliana Tarin

# Aerial Map



Map Center: 37° 54' 48.94, -101° 48' 26.59

0ft 4173ft 8347ft

## EXHIBIT A - EASEMENT AND RIGHT OF WAY FOR WATER PIPELINE



8/13/2021



*Pam Hook*

Date Recorded: 12/3/2021 2:36:00 PM

## Easement and Right of Way Agreement for Water Pipeline

This Easement and Right of Way Agreement ("Easement") is entered into by and between Archie L. Nairn Trust B, with an address of P.O. Box 493, Johnson, KS 67855 ("Grantor") and Fullmer Auto Company Texas, LLC with an address of P.O. Box 986, Syracuse, KS 67878 ("Grantee") for the granting of a right of way and easement for a pipeline under the following terms, conditions, and limitations:

1. **Grant.** Grantor grants to Grantee, Grantee's successors and assigns, a right of way and easement to construct, operate, maintain, repair, replace and remove a pipeline for the transportation of water on a portion of the real estate owned by Grantor described in **Exhibit A** attached hereto. The right granted by this easement shall be deemed to run with the land.
2. **Description of Easement Area.** The Easement will run along a line that is shown on a map included in **Exhibit A**. Said line is located within **Section 10, Township 25 South, Range 41 West**, Hamilton County, Kansas.
  - a. **Temporary Easement for Construction.** During the period of construction of the pipeline as described in this easement, the Easement Area shall include twenty-five (25) feet on each side of the line of the easement, thus constituting a temporary easement fifty (50) feet in width.
  - b. **Pipeline Easement.** The pipeline easement which shall continue following completion of construction shall be twelve and one-half (12 ½) feet on each side of the line of easement, thus constituting an Easement Area of twenty-five (25) feet.

The Area contained within the Easement, whether temporary easement for construction, or the pipeline easement, as applicable, may be referred to as "Easement Area."

3. **Consideration.** Grantor acknowledges receipt from Grantee the amount of **\$15,000.00**, which is full payment for consideration of this Easement.
4. **Purpose and Limitations on Use of Easement.** This Easement is granted solely for the purposes and uses set forth and limited below:
  - a. **Pipeline.** This Easement allows a pipeline with a maximum diameter of ten (10) inches. The pipeline shall be used only for the transportation of water.
  - b. **Depth.** The top of the pipeline shall be a minimum of forty-eight (48) inches below the land surface or such minimum depth as may be required by any applicable regulation, whichever is greater.
  - c. **Appurtenances.** Appurtenances shall be limited to valves necessary for the control of air, vacuum, and pressure release; and for the control of flow for repair and maintenance operations. There shall be no surface or subsurface appurtenances to the pipeline other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor.

Copy	_____	TB
Numerical	_____	PH
Computer	_____	TB
Indirect	_____	
Direct	_____	

## Easement and Right of Way Agreement for Water Pipeline

- d. **Other Easements.** Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement after obtaining the prior, written consent of Grantee which shall not be unreasonably withheld, and which shall be provided within thirty (30) calendar days after receipt of request therefor. Grantee shall have no right to grant additional easements or sub-easements on, along or across the Easement Area.
- e. **Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including the right to build and use the surface of the granted Easement Area for roads, driveways, grazing, planting and harvesting crops, and other like uses, and to dedicate all or any part of the Easement Area to any public entity for use as a public road or alley. Grantor may construct fences across the Easement Area, but Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Easement Area without Grantee's prior written consent. If the Grantor shall dedicate all or any part of the Easement Area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Easement. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the pipeline installed therein provided the relocated Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar days prior written notice of the intention to relocate the Easement.

### 5. Construction.

- a. **Time Table.** Prior to Grantee conducting any construction or construction-preparation activities on the Easement Area (other than surveying and measuring) Grantee shall provide Grantor a written timetable setting forth the construction and completion schedule. The period of construction shall not exceed thirty (30) calendar days.
- b. **Removal of Fences.** Prior to any activity that changes the condition of fences on the Easement Area, Grantee shall provide Grantor a written accounting of each section of fence affected by pipeline construction. At Grantor's option, Grantor may choose to repair or replace affected sections of fence or require Grantee to restore the affected sections of fence to the same condition that existed at the start of construction.
- c. **Work Standards.** The design and construction regarding the pipeline and all activities conducted in the Easement Area shall be in accordance with generally accepted standards in the geographical area where this Easement Area is located. This includes compacting the trench backfill and grading the surface of the completed trench to a condition that is suitable for current agricultural operations. All areas disturbed by construction shall be seeded and mulched by Grantee using the materials and application rates specified by the Grantor.
- d. **Temporary Crossings.** Grantee shall construct temporary crossings across open trenches and ditches to assure continued access, ingress and egress for Grantor to Areas adjacent to the Easement Area.
- e. **Other Uses.** The Easement Area shall be used only for the purposes set forth in this Easement. There shall be no hunting, fishing, loitering, lodging, camping, or similar activities by Grantee or its contractors or guests.

## Easement and Right of Way Agreement for Water Pipeline

### 6. Maintenance and Upkeep.

- a. **Excavation or Construction Concerning Replacement or Repair.** In the event of any replacement or repair to the pipeline, all work and activity shall be contained in the pipeline Easement Area (and not the temporary construction easement) unless and until a separate temporary easement is agreed to in writing and signed by Grantor. All standards and requirements applicable for initial construction activities set forth in this Easement shall be equally applicable to any repair or replacement activities. Grantee shall compensate Grantor for all damages resulting from repair or replacement work and activities.
- b. **Access to Easement Area by Grantee.** No person or entity shall have access to the pipeline Easement Area other than Grantee or its contractors, and then only for purposes of inspection, maintenance, and repair and replacement of the pipeline.

### 7. Termination and Abandonment.

If Grantee has not commenced construction of a pipeline within twelve (12) months following the date this Easement is signed by Grantor, this Easement shall be deemed abandoned. Construction is defined as excavation of a trench for the installation of the pipeline.

Grantee may terminate this Easement at any time upon providing written notice of termination on record at the recorder's office of the county where the Easement is located, along with serving a copy of that recorded notice upon Grantor.

There shall be no refund of consideration paid to Grantor for this Easement by reason of termination, lack of development, or for any other reason.

### 8. Other; Miscellaneous.

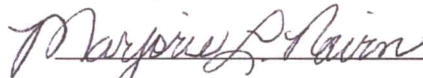
- a. **Title.** Grantor makes no representation or warranty as to Grantor's title to the land described in Exhibit A hereto. It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's property to the extent deemed necessary by Grantee in order to secure this Easement.
- b. **Assignments.** This agreement shall inure to and be applicable to Grantor and Grantee and their respective heirs, representatives, successors and assigns. Grantee shall not assign this Easement without the prior written consent of Grantor, with Grantor's consent not to be unreasonably withheld or delayed, provided, however, that in the event of any assignment by Grantee or any successive Grantee, the assignor shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement.

# Easement and Right of Way Agreement for Water Pipeline

In Witness Whereof, this instrument is executed as of this 18<sup>th</sup> day of November, 2021.

GRANTOR:

Archie L. Naim Trust B

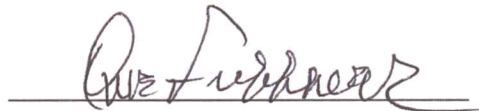
  
\_\_\_\_\_

By: Marjorie L. Naim, Trustee

WITNESS: Ward F. Naim

GRANTEE:

Fullmer Auto Company Texas, LLC

  
\_\_\_\_\_

By: Que Fullmer, Manager

WITNESS: Frank C. Mercurio

Easement and Right of Way Agreement for Water Pipeline

ACKNOWLEDGEMENT

STATE OF Kansas )  
COUNTY OF Hamilton )

On this 18<sup>th</sup> day of November, 2021, before me, the undersigned Notary Public, personally appeared Marjorie L. Naim, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument as GRANTOR, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Eliana Tarin  
Notary Public  
State of Kansas  
My Appt. Exp. 3-26-22

Notary Public

Eliana Tarin  
My Commission Expires 3-26-22  
Printed Name: Eliana Tarin

STATE OF Kansas )  
COUNTY OF Ham. Itan )

On this 18<sup>th</sup> day of November, 2021, before me, the undersigned Notary Public, personally appeared Que Fullmer, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument as GRANTEE, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

~~Eliana Tarin  
Notary Public  
State of Kansas  
My Appt. Exp. 3-26-22~~

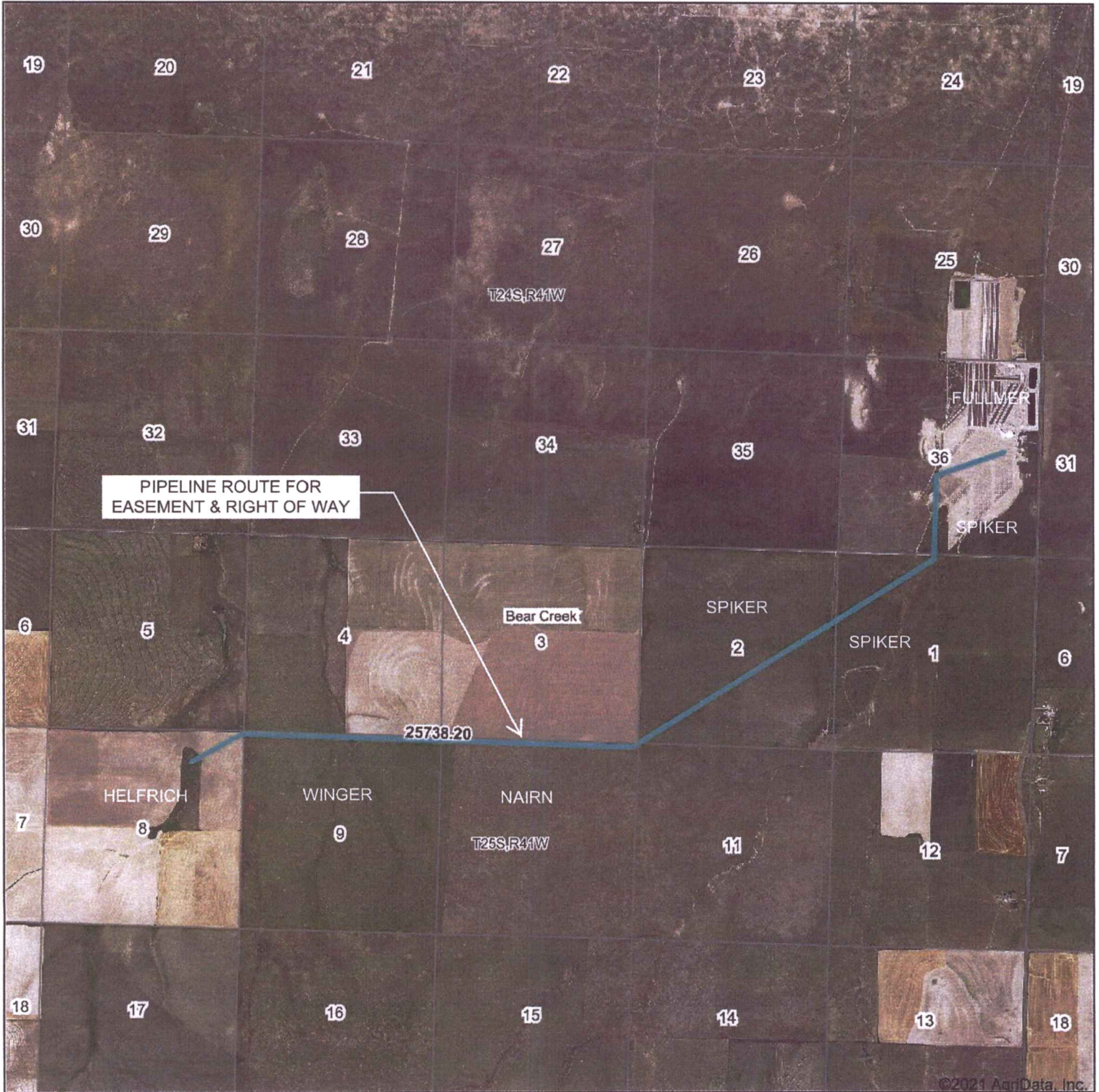
Notary Public

Eliana Tarin  
My Commission Expires 3-26-22  
Printed Name: Eliana Tarin

Eliana Tarin  
Notary Public  
State of Kansas  
My Appt. Exp. 3-26-2022



# Aerial Map



©2021 AgriData, Inc.

Map Center: 37° 54' 48.94, -101° 48' 26.59



**EXHIBIT A - EASEMENT AND RIGHT OF WAY FOR WATER PIPELINE**



8/13/2021



*Pam Hook*

Date Recorded: 11/8/2021 8:00:00 AM

### Easement and Right of Way Agreement for Water Pipeline

This Easement and Right of Way Agreement ("Easement") is entered into by and between Terryl Spiker and Ruth Spiker, husband and wife, ("Grantor") and **Fullmer Auto Company Texas, LLC** with an address of **P.O. Box 986, Syracuse, KS 67878** ("Grantee") for the granting of a right of way and easement for a pipeline under the following terms, conditions, and limitations:

1. **Grant.** Grantor grants to Grantee, Grantee's successors and assigns, a right of way and easement to construct, reconstruct, operate, maintain, repair, replace and remove one or more pipelines for the transportation of water on a portion of the real estate owned by Grantor described in **Exhibit A** attached hereto. The right granted by this easement shall be deemed to run with the land, unless terminated as herein provided.
2. **Description of Easement Area.** The Easement will run along a line that is shown on a map included in **Exhibit A**. Said line is located within the West Half (W/2) of Section 1 and Section 2 Township 25 South Range 41 West, Hamilton County, Kansas.
  - a. **Temporary Easement for Construction.** During the period of construction of the pipeline as described in this easement, the Easement Area shall include twenty-five (25) feet on each side of the line of the easement, thus constituting a temporary easement fifty (50) feet in width.
  - b. **Pipeline Easement.** The pipeline easement which shall continue following completion of construction shall ten (10) feet on each side of the line of easement, thus constituting an Easement Area of twenty (20) feet.

The Area contained within the Easement, whether temporary easement for construction, or the pipeline easement, as applicable, may be referred to as "Easement Area."

3. **Consideration.**
  - a. Grantor acknowledges receipt from Grantee the amount of **\$15,000.00**, which is the initial for consideration of this Easement. As additional consideration the Grantee will install two (2) frost free water hydrants enclosed in fencing sufficient to protect the hydrants from damage from livestock, at a locations along the pipeline as determined by the Grantor. The Grantor shall have free use of water from these hydrants for the purposes of watering livestock and domestic use so long as the Grantee uses this easement.
  - b. It is further agreed that the Grantor shall pay annually on October 10<sup>th</sup> of each year that this easement and right of way remain in use by the Grantor, the sum of \$1,000.00 per annum, commencing on October 10, 2022, plus an additional \$50.00 for each year this agreement remains in effect after 2022.
4. **Purpose and Limitations on Use of Easement.** This Easement is granted solely for the purposes

Copy	_____
Numerical	_____
Computer	_____
Indirect	_____
Direct	_____

and uses set forth and limited below:

- a. **Pipeline.** This Easement allows one or more pipelines with a maximum diameter of ten (10) inches. The pipeline(s) shall be used only for the transportation of water.
- b. **Depth.** The top of the pipeline shall be a minimum of forty-eight (48) inches below the land surface or such minimum depth as may be required by any applicable regulation, whichever is greater.
- c. **Appurtenances.** Appurtenances shall be limited to valves necessary for the control of air, vacuum, and pressure release; and for the control of flow for repair and maintenance operations. There shall be no surface or subsurface appurtenances to the pipeline other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor, excepting the two (2) frost free hydrants and fencing therefore as hereinbefore provided.
- d. **Other Easements.** Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement. Grantee shall have no right to grant additional easements or sub-easements on, along or across the Easement Area.
- e. **Grantor Use of Easement.** Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including the right to build and use the surface of the granted Easement Area for roads, driveways, grazing, planting and harvesting crops, and other like uses, and to dedicate all or any part of the Easement Area to any public entity for use as a public road or alley.

Grantor may construct fences across the Easement Area, but Grantor shall not construct any permanent structure (structure with foundation or that is affixed to ground) or plant trees in the Easement Area without Grantee's prior written consent. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the pipeline installed therein provided the relocated Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar day prior written notice of the intention to relocate the Easement.

## 5. **Construction.**

- a. **Time Table.** Prior to Grantee conducting any construction or construction-preparation activities on the Easement Area (other than surveying and measuring) Grantee shall provide Grantor a written timetable setting forth the construction and completion schedule. The period of construction shall not exceed thirty (30) calendar days.
- b. **Removal of Fences.** Prior to any activity that changes the condition of fences on the Easement Area, Grantee shall provide Grantor a written accounting of each section of fence affected by pipeline construction. At Grantor's option, Grantor may require Grantee to repair, restore or replace the affected sections of fence to the same condition that existed at the start of construction.

- c. **Work Standards.** The design and construction regarding the pipeline and all activities conducted in the Easement Area shall be in accordance with generally accepted standards in the geographical area where this Easement Area is located. This includes compacting the trench backfill and grading the surface of the completed trench to a condition that is suitable for current agricultural operations. All areas disturbed by construction shall be seeded and mulched by Grantee using the materials and application rates specified by the Grantor.
- d. **Temporary Crossings.** Grantee shall construct temporary crossings across open trenches and ditches to assure continued access, ingress and egress for Grantor to Areas adjacent to the Easement Area.
- e. **Other Uses.** The Easement Area shall be used only for the purposes set forth in this Easement. There shall be no hunting, fishing, loitering, lodging, camping, or similar activities by Grantee or its contractors or guests.

6. **Maintenance and Upkeep.**

- a. **Excavation or Construction Concerning Replacement or Repair.** In the event of any replacement or repair to the pipeline, all work and activity shall be contained in the pipeline Easement Area (and not the temporary construction easement) unless and until a separate temporary easement is agreed to in writing and signed by Grantor. All standards and requirements applicable for initial construction activities set forth in this Easement shall be equally applicable to any repair or replacement activities.
- b. **Access to Easement Area by Grantee.** The Grantee may not authorize any person or entity to have access to the pipeline Easement Area other than Grantee or its contractors, and then only for purposes of inspection, maintenance, and repair and replacement of the pipeline.

7. **Termination and Abandonment.**


- a. If Grantee has not completed construction of a pipeline within twelve (12) months following the date this Easement is signed by Grantor, this Easement shall be deemed abandoned. If the Grantee ceases to use the easement for twelve consecutive (12) months then this easement shall terminate immediately thereafter. Grantee may terminate this Easement at any time by recording a notice of termination at the Hamilton County Register of Deeds Office, along with serving a copy of that recorded notice upon Grantor.
- b. In the event that the Grantee fails to provide or pay any of the consideration for this easement, or defaults on any other duty as herein provided, then in that event, this easement shall terminate on the 30<sup>th</sup> day after the date that said failure or default occurs and a ten (10) day written notice of default is mailed to the Grantee. The Grantor shall not be required to give any notice of any second or subsequent default.
- c. There shall be no refund of consideration paid to Grantor for this Easement by reason of termination, lack of development, or for any other reason.

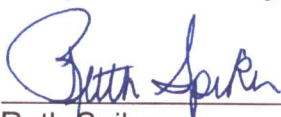
8. **Other; Miscellaneous.**

- a. **Title.** Grantor makes no representation or warranty as to Grantor's title to the land described in Exhibit A hereto. It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's property to the extent deemed necessary by Grantee in order to secure this Easement.
- b. **Assignments.** This agreement shall inure to and be applicable to Grantor and Grantee and their respective heirs, representatives, successors and assigns. Grantee shall not assign this Easement without the prior written consent of Grantor, with Grantor's consent not to be unreasonably withheld or delayed, provided, however, that in the event of any assignment by Grantee or any successive Grantee, the assignor shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement.
- c. The Grantee agrees to defend and indemnify the Grantor from any and all liability, claims, damages or loss suffered or occasioned by the Grantee's use of and activities on the premises.
- d. The jurisdiction and venue for any disputes arising from this agreement shall be the District Court of Hamilton County, Kansas.
- e. To the extent allowed by law the Grantee shall reimburse the Grantor for any and all attorney's fees, costs or expenses incurred by the Grantor as a consequence of a default of any duty or obligation owed by the Grantee to the Grantor.
- f. Time is a material term and of essence to this agreement.

In Witness Whereof, this instrument is executed as of this 7 day of Oct., 2021.

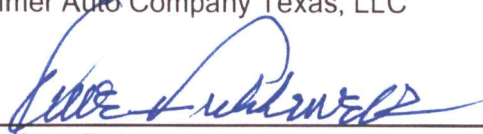
**Grantor:**

  
Terry R. Spiker

  
Ruth Spiker

**Grantee:**

Fullmer Auto Company Texas, LLC

  
By: Que Fullmer, manager.

**NOTARY**

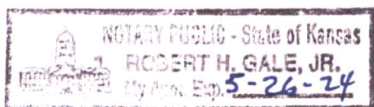
STATE OF KANSAS  
COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7<sup>th</sup> day of Oct, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **TERRYL R. SPIKER**, who is personally known to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Robert H. Gale, Jr.  
Notary

My commission expires:



**NOTARY**

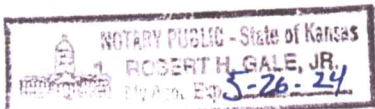
STATE OF KANSAS  
COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7<sup>th</sup> day of Oct., 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **RUTH SPIKER**, who is personally known to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Robert H. Gale, Jr.  
Notary

My commission expires:



**NOTARY**

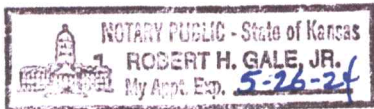
STATE OF KANSAS  
COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 6<sup>th</sup> day of Oct.,  
2021, before me, the undersigned, a Notary Public in and for the County and State  
aforesaid, came **QUE FULLMER, MANAGER OF FULLMER AUTO COMPANY  
TEXAS, LLC**, who is personally known to be the same person who executed the within  
instrument of writing and such person duly acknowledged the execution of the same.

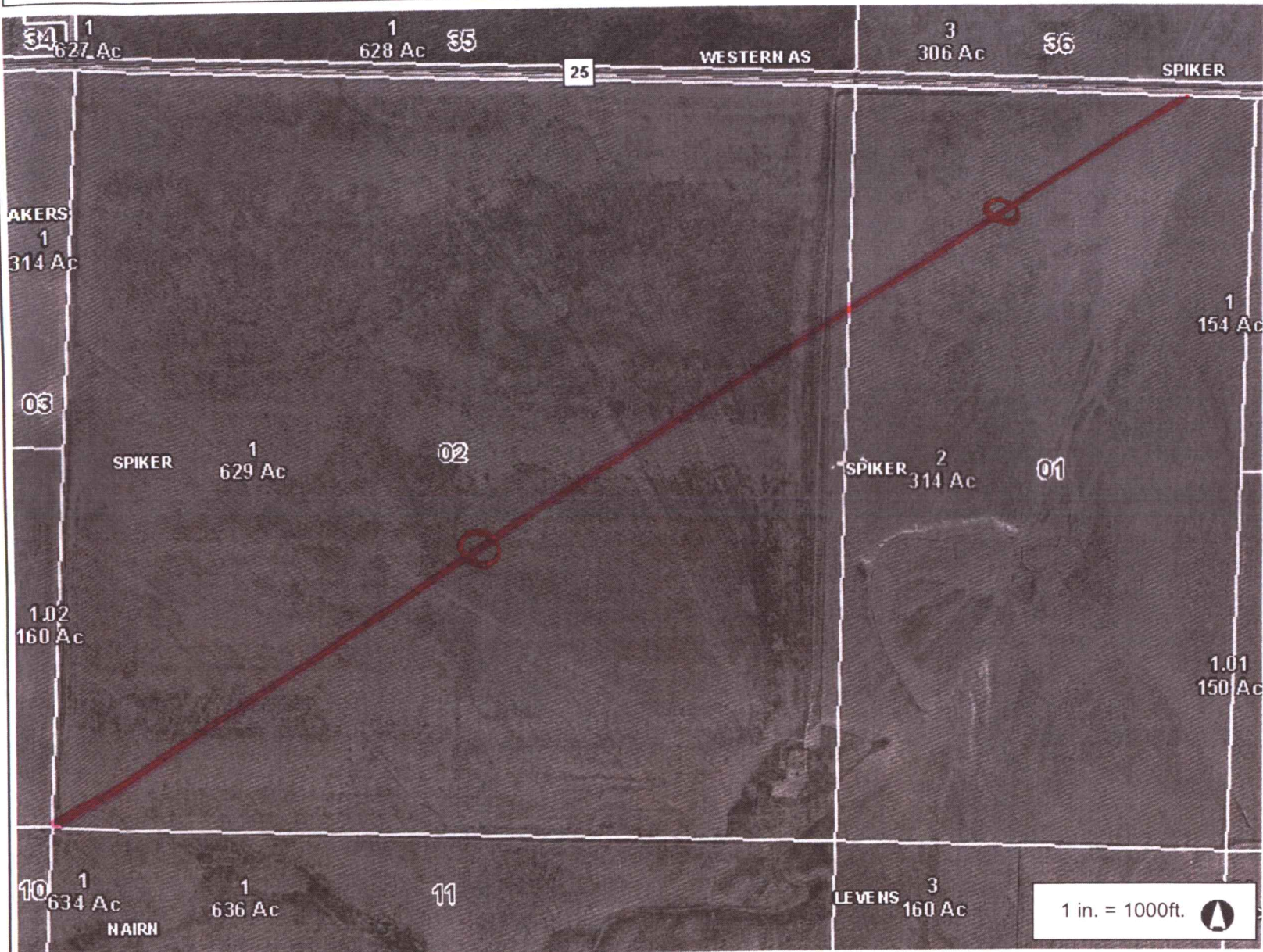
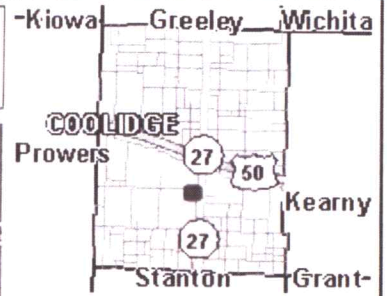
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial  
seal, the day and year last above written.

Robert H. Gale, Jr.  
Notary

My commission expires:



# Hamilton County, KS

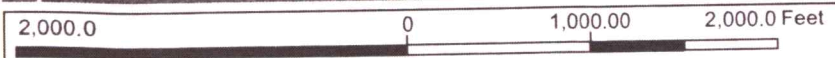


**Legend**

- Road
  - U.S. Highway
  - State Highway
  - Street
- Parcel
  - Parcel Number/Acres
  - Owner Last Name
- Corporate Limit Line
- Land Hooks
  - Dashed Land Hook
  - Solid Land Hook
- Section
- County Boundary

*Pipeline*

*Hydrant*



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**



Parcel ID: 038-187-25-0-00-00-001.00-0

Quick Ref: R1876

Tax Year: 2022

Run Date: 9/23/2021 10:53:47 AM

OWNER NAME AND MAILING ADDRESS

FULLMER AUTO CO TEXAS LLC

PO BOX 986  
SYRACUSE, KS 67878-0986

PROPERTY SITUS ADDRESS

02400 S HWY 27  
Syracuse, KS 67878

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9050 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3200 Dev Site - crops, grazing etc.

GENERAL PROPERTY INFORMATION

Prop Class: F Farm Homesite - F  
Living Units: 1  
Zoning:  
Neighborhood: 034 034  
Economic Adj. Factor:  
Map / Routine: 187 /  
Tax Unit Group: 010-SYRACUSE TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Frontage: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/18/2018	11:00 AM	8				
09/05/2018	3:00 PM	7		407		
09/05/2018	11:00 AM	1				

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	18.910	1,441.840	1,460.750
F	3.000	191.200	194.200
Total	21.910	1,633.040	1,654.950

TRACT DESCRIPTION

S25, T24, R41W, ACRES 230, E 235 AC BEG @ A POINT 3270' FROM NW/C OF NW/4 FOR POB THEN E 1940'; S 5320'; W 1875'; N 5300' TO POB LESS HWY ROW

PARCEL COMMENTS

GenCom: JOINT TENANTS; Prop-NC: 04, 00; Prop-Com: 19-48 AC CALVING OPERATION 2091x1000. 04-NEW DWG FOR 2005; Land-Ac/Sf: calving operation

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	1.00											4	1.00	3,000.00	600.00	600.00	3,000
Acre	1-Primary Site - 1	48.00										A	4	1.00	3,000.00	600.00	600.00	31,200

Total Market Land Value 34,200

DWELLING INFORMATION

Res Type: 1-Single-Family Residence  
 Quality: 2.67-AV-  
 Year Blt: 2004 Est:  
 Eff Year:  
 MS Style: 1-One Story  
 LBCSStruct: 1110-Detached SFR unit  
 No. of Units:  
 Total Living Area: 1,763  
 Calculated Area: 1,763  
 Main Floor Living Area: 1,763  
 Upper Floor Living Area Pct:  
 CDU: FR  
 Phys/Func/Econ: GD / /  
 Ovr Pct Gd/Rsn:  
 Remodel:  
 Percent Complete:  
 Assessment Class:  
 MU Cls/Pct:

COMP SALES INFORMATION

Arch Style: 02-Ranch  
 Bsmt Type: 4-Full - 4  
 Total Rooms: 9 Bedrooms: 4  
 Family Rooms: 1  
 Full Baths: 3 Half Baths:  
 Garage Cap: 2  
 Foundation: Concrete - 2

IMPROVEMENT COST SUMMARY

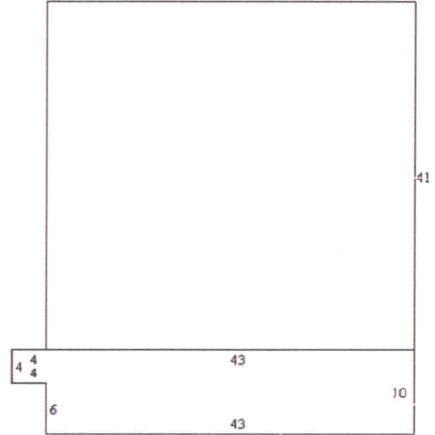
Dwelling RCN: 266,572  
 Percent Good: 72  
 Mkt Adj: 100 Eco Adj: 100  
 Building Value: 191,930  
 Other Improvement RCN: 27,490  
 Other Improvement Value: 15,130

CALCULATED VALUES

Cost Land: 34,200  
 Cost Building: 207,060  
 Cost Total: 241,260  
 Income Value: 0  
 Market Value: 190,900  
 MRA Value: 191,120

FINAL VALUES

Value Method: COST  
 Land Value: 36,010  
 Building Value: 1,666,530  
 Final Value: 1,702,540  
 Prior Value: 1,654,950



BUILDING COMMENTS

DwellCom: A1-1111 0446sf

SKETCH VECTORS

A0CU41X43A1CR43D10L43U6L4U4R4H

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Clis	RCN	%Gd	Value
1	152-Residential Garage - Detacl	S	0.84	1	2004			1,512	156	8	42 X 36	1	3						20,760	68	14,120
2	133-Prefabricated Storage Shec	D	3.00	1	2004			120	44	6	12 X 10	1	1						3,005	15	450
3	133-Prefabricated Storage Shec	D	3.00	1	2004			150		6		1	1						3,728	15	560

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
131-Veneer, Brick		100		
208-Composition Shingle		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures	11			
602-Plumbing Rough-ins	1			
622-Raised Subfloor	1,763			
641-Single 1-Story Fireplace	1			
801-Total Basement Area	1,763			

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
803-Partition Finish Area	1,300			
806-Basement Garage, Double	1			
905-Raised Slab Porch with Roof	446			
905-Raised Slab Porch with Roof	446			

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	131.00	1982			0.00	0.00			10	10	1,310
NG	50.00	1984			0.00	0.00			10	10	500

**COMMENTS**

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	755,090
Eco Adj:	100
Other Improvement Value:	1,459,470

**AG LAND SUMMARY**

Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	181.00
Tame Grass Acres:	0.00
Total Ag Acres:	181.00
Total Ag Use Value:	1,810
Total Ag Mkt Value:	91,410

**OTHER BUILDING IMPROVEMENTS**

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	565-Farm Utility Shelter	S	2.00	4	2018			16,500	1,370	18	660 X 25	1.00	2					A	185,955	28	208,270
2	565-Farm Utility Shelter	S	2.00	2	2018			17,000	1,412	18	680 X 25	1.00	2					A	191,590	28	107,290
3	565-Farm Utility Shelter	S	2.00	14	2019			16,500	1,370	18	660 X 25	1.00	2					A	185,955	29	754,980
4	565-Farm Utility Shelter	S	2.00	7	2019			17,000	1,412	18	680 X 25	1.00	2					A	191,590	29	388,930

**OTHER BUILDING IMPROVEMENT COMPONENTS**

No.	Code	Units	Pct	Size	Other	Rank	Year
1	8355-Paving, Concrete with Base	16,500					
2	8355-Paving, Concrete with Base	17,000					
3	8355-Paving, Concrete with Base	16,500					
4	8355-Paving, Concrete with Base	17,000					

OWNER NAME AND MAILING ADDRESS

FULLMER AUTO CO TEXAS LLC

PO BOX 986  
SYRACUSE, KS 67878-0986

PROPERTY SITUS ADDRESS

03200 S HWY 27  
Syracuse, KS 67878

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/05/2018	4:00 PM	7		407		
09/05/2018	4:00 PM	0		407	MR FULLMER	5

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9020 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3200 Dev Site - crops, arazinga etc.

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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GENERAL PROPERTY INFORMATION

Prop Class: A Agricutural Use - A  
Living Units:  
Zonina:  
Neighborhood:033 033  
Economic Adj. Factor:  
Map / Routing: 187 /  
Tax Unit Group: 010-SYRACUSE TOWNSHIP

PROPERTY FACTORS

Topographv: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	18.980	1,214.440	1,233.420
Total	18.980	1,214.440	1,233.420

TRACT DESCRIPTION

S36, T24, R41W, ACRES 148, NE/4 LESS HWY ROW LESS A 5 AC TR

PARCEL COMMENTS

Prop-Com: LIC. CAPACITY 30,000 HEAD 2017

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	40.00											3	1.00	2,300.00	400.00	400.00	17,900

Total Market Land Value 17,900

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	105.00	1984				0.00			10	10	1,050
NG	3.00	1987				0.00			10	10	30

**COMMENTS**

OthPhys: office bldg; OthComp: \*MVP\*;  
 OthComp: \*MVP\*; OthComp: \*MVP\*; OthComp: \*MVP\*;  
 \*MVP\*; OthComp: \*MVP\*; OthComp: \*MVP\*;  
 OthComp: \*MVP\*; OthComp: \*MVP\*

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	3,098,745
Eco Adj:	100
Other Improvement Value:	1,240,030

**AG LAND SUMMARY**

Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	108.00
Tame Grass Acres:	0.00
Total Ag Acres:	108.00
Total Ag Use Value:	1,080
Total Ag Mkt Value:	54,540

**OTHER BUILDING IMPROVEMENTS**

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	477-Farm Utility Building	P	4.00	1	1994			3,240		14		1.00	2						83,819	17	14,250
2	477-Farm Utility Building	P	1.00	1	1995			1,440		14	60 X 24	1	2						10,757	18	1,940
3	477-Farm Utility Building	P	1.00	1	2002			1,200		14	40 X 30	1	2						9,204	23	2,120
4	477-Farm Utility Building	P	1.00	2	2015			1,200		14	40 X 30	1	2						9,204	39	7,180
5	477-Farm Utility Building	P	1.00	1	2012			10,800		18	180 X 60	1	2						70,632	34	24,010
6	477-Farm Utility Building	D	1.00	1	2015			3,200		12	80 X 40	1	2						29,152	39	11,370
7	477-Farm Utility Building	D	1.00	1	2015			36,000		12		1	2						278,280	39	108,530
8	565-Farm Utility Shelter	P	1.00	1	2007			14,400		18	600 X 24	1	2						128,304	17	21,810
9	565-Farm Utility Shelter	P	1.00	1	2007			26,400		12		1	2						224,928	17	38,240
10	565-Farm Utility Shelter	P	1.00	1	2007			27,600		12		1	2						235,152	17	39,980
11	565-Farm Utility Shelter	P	1.00	1	2007			30,000		12		1	2						255,600	17	43,450
12	565-Farm Utility Shelter	P	1.00	1	2007			7,200		12		1	2						61,344	17	10,430
13	565-Farm Utility Shelter	P	1.00	1	2007			14,400		12		1	2						122,688	17	20,860
14	565-Farm Utility Shelter	P	1.00	1	2007			19,200		12		1	2						163,584	17	27,810
15	565-Farm Utility Shelter	P	1.00	2	2012			28,800		12		1	2						389,952	21	163,780
16	565-Farm Utility Shelter	P	1.00	3	2015			28,800		12		1	2						534,528	24	384,860
17	565-Farm Utility Shelter	P	1.00	4	2015			9,600		12		1	2						226,368	24	217,310
18	163-Site Improvements	B	1.00	1	2012			10		8		1.00	2						52,289	12	6,270
19	477-Farm Utility Building	S	1.00	1	2019			16,000	520	20	160 X 100	1.00	2						212,960	45	95,830

**OTHER BUILDING IMPROVEMENT COMPONENTS**

No.	Code	Units	Pct	Size	Other	Rank	Year
1	2-Default Walls		100				
2	2-Default Walls		100				

OTHER BUILDING IMPROVEMENT COMPONENTS

No.	Code	Units	Pct	Size	Other	Rank	Year
3	2-Default Walls		100				
4	2-Default Walls		100				
5	2-Default Walls		100				
6	2-Default Walls		100				
7	2-Default Walls		100				
8	8355-Paving, Concrete with Base	14,400					2007
9	8355-Paving, Concrete with Base	26,400					
10	8355-Paving, Concrete with Base	27,600					2007
11	8355-Paving, Concrete with Base	30,000					
12	8355-Paving, Concrete with Base	7,200					
13	8355-Paving, Concrete with Base	14,400					
14	8355-Paving, Concrete with Base	19,200					
15	8355-Paving, Concrete with Base	28,800					
15	8355-Paving, Concrete with Base	28,800					
16	8355-Paving, Concrete with Base	28,800					
16	8355-Paving, Concrete with Base	28,800					
16	8355-Paving, Concrete with Base	28,800					
17	8355-Paving, Concrete with Base	9,600					
17	8355-Paving, Concrete with Base	9,600					
17	8355-Paving, Concrete with Base	9,600					
17	8355-Paving, Concrete with Base	9,600					
18	1922-Scale, Truck, Concrete Platform	1			50		
19	2-Default Walls		100				
19	8355-Paving, Concrete with Base	16,000					

OWNER NAME AND MAILING ADDRESS

SPIKER, TERRY R & RUTH O  
FULLMER, TY

PO BOX 255  
SYRACUSE, KS 67878-0255

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Living Units:  
Zoning:  
Neighborhood: 033 033  
Economic Adj. Factor:  
Map / Routing: 187 /  
Tax Unit Group: 010-SYRACUSE TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Frontage: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/05/2018	4:00 PM	0		407		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	3.060	0	3.060
Total	3.060	0	3.060

TRACT DESCRIPTION

S36 , T24 , R41W , ACRES 306.0 , S/2 LESS CO  
RD ROW

PARCEL COMMENTS

GenCom: JOINT TENANTS; Prop-NC: AN, 00; Prop-Com: AN-PCL 187-36-004 COMB WITH; 00-THIS PCL

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value

AGRICULTURAL LAND

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	75.00	1982							10	10	750
NG	140.00	1984							10	10	1,400
NG	91.00	1987							10	10	910

COMMENTS

IMPROVEMENT COST SUMMARY

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

AG LAND SUMMARY

Dry Land Acres:	
Irrigated Acres:	
Native Grass Acres:	306.00
Tame Grass Acres:	
Total Ag Acres:	306.00
Total Ag Use Value:	3,060
Total Ag Mkt Value:	154,530



OWNER NAME AND MAILING ADDRESS

SPIKER, TERRY R & RUTH O

PO BOX 255  
SYRACUSE, KS 67878-0255

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, arazinga etc.

GENERAL PROPERTY INFORMATION

Prop Class: A Aricultural Use - A  
Living Units:  
Zonina:  
Neighborhood: 033 033  
Economic Adj. Factor:  
Map / Routing: 231 /  
Tax Unit Group: 010-SYRACUSE TOWNSHIP

PROPERTY FACTORS

Topographv: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Frontina: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/22/2019	2:00 PM	0		102		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	3.140	0	3.140
Total	3.140	0	3.140

TRACT DESCRIPTION

S01 , T25 , R41W , ACRES 314.0 , W/2 LESS CO RD ROW

PARCEL COMMENTS

GenCom: JOINT TENANTS; Prop-NC: CR, 00; Prop-Com: CR-96 CR 611.9

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value 0

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	3.00	1578				0.00			10	10	30
NG	9.00	1579				0.00			10	10	90
NG	20.00	1580				0.00			10	10	200
NG	2.00	1668				0.00			10	10	20
NG	139.00	1714				0.00			10	10	1,390
NG	11.00	1984				0.00			10	10	110
NG	130.00	1987				0.00			10	10	1,300

**COMMENTS**

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

**AG LAND SUMMARY**

Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	314.00
Tame Grass Acres:	0.00
Total Ag Acres:	314.00
Total Ag Use Value:	3,140
Total Ag Mkt Value:	158,570

OWNER NAME AND MAILING ADDRESS

SPIKER, TERRY R & RUTH O

PO BOX 255  
SYRACUSE, KS 67878-0255

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc -

GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Living Units:  
Zonina:  
Neighborhood: 033 033  
Economic Adj. Factor:  
Map / Routine: 231 /  
Tax Unit Group: 040-BEAR CREEK TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/22/2019	2:00 PM	0		102		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	14.100	15.880	29.980
Total	14.100	15.880	29.980

TRACT DESCRIPTION

S02 , T25 , R41W , ACRES 629.0 , ALL LESS CO RD ROW

PARCEL COMMENTS

GenCom: JOINT TENANTS; Prop-NC: CR, 00; Prop-Com: CR-97CRP 610 AC TIL 2007

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value 0

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	27.00	1579				0.00			17	17	460
DR	2.00	1580				0.00			10	10	20
DR	257.00	1668				0.00			29	29	7,450
DR	114.00	1854				0.00			26	26	2,960
DR	229.00	1987				0.00			14	14	3,210

**COMMENTS**

OthComp: \*MVP\*; OthComp: \*MVP\*

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	44,599
Eco Adj:	100
Other Improvement Value:	16,520

**AG LAND SUMMARY**

Dry Land Acres:	629.00
Irrigated Acres:	0.00
Native Grass Acres:	0.00
Tame Grass Acres:	0.00
Total Ag Acres:	629.00
Total Ag Use Value:	14,100
Total Ag Mkt Value:	647,870

**OTHER BUILDING IMPROVEMENTS**

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	RCN	%Gd	Value
1	477-Farm Utility Building	D	4.83	1	2019			704	108	14	32 X 22	1.00	4	4					33,518	45	15,080
2	124-Lean-to, Farm Utility	D	4.83	1	2019			360	84	10	32 X 12	1.00	4	4					11,081	13	1,440

**OTHER BUILDING IMPROVEMENT COMPONENTS**

No.	Code	Units	Pct	Size	Other	Rank	Year
1	2-Default Walls		100				
1	8355-Paving, Concrete with Base	704					
2	2-Default Walls		100				

OWNER NAME AND MAILING ADDRESS

HELFRICH, RICHARD F

PO BOX 154  
COOLIDGE, KS 67836-0154

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/22/2019	4:00 PM	0		102		

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Living Units:  
Zonina:  
Neighborhood: 033 033  
Economic Adj. Factor:  
Map / Routing: 233 /  
Tax Unit Group: 040-BEAR CREEK TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	7.170	0	7.170
Total	7.170	0	7.170

TRACT DESCRIPTION

S08 , T25 , R41W , ACRES 323.0 , N/2

PARCEL COMMENTS

Prop-NC: 00

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value 0

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	15.00	1422				0.00			65	65	980
DR	108.00	1578				0.00			20	20	2,160
DR	58.00	1579				0.00			17	17	990
DR	100.00	1854				0.00			26	26	2,600
DR	10.00	9999				0.00			10	10	100
NG	6.00	1422				0.00			14	14	80
NG	9.00	1578				0.00			10	10	90
NG	4.00	1579				0.00			10	10	40
NG	12.00	1580				0.00			10	10	120
NG	1.00	1854				0.00			10	10	10

**COMMENTS**

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

**AG LAND SUMMARY**

Dry Land Acres:	291.00
Irrigated Acres:	0.00
Native Grass Acres:	32.00
Tame Grass Acres:	0.00
Total Ag Acres:	323.00
Total Ag Use Value:	7,170
Total Ag Mkt Value:	315,890

OWNER NAME AND MAILING ADDRESS

BOECKMAN, ROBERT G LLC

PO BOX 1283  
KINGFISHER, OK 73750-1283

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/22/2019	4:00 PM	0		102		

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc -

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Living Units:  
Zoning: 033 033  
Neighborhood: 033 033  
Economic Adj. Factor:  
Map / Routine: 233 /  
Tax Unit Group: 040-BEAR CREEK TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Frontage: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

2022 APPRAISED VALUE

2021 APPRAISED VALUE

	2022 APPRAISED VALUE		2021 APPRAISED VALUE	
	Clas	Land	Building	Total
A	7.700	0	7.700	
Total	7.700	0	7.700	

Not Yet Available

TRACT DESCRIPTION

S08 , T25 , R41W , ACRES 321.0 , S/2

PARCEL COMMENTS

Prop-NC: 00

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Clas	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value 0

**AGRICULTURAL LAND**

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	26.00	1422				0.00			65	65	1,690
DR	3.00	1578				0.00			20	20	60
DR	132.00	1579				0.00			17	17	2,240
DR	10.00	1580				0.00			10	10	100
DR	132.00	1854				0.00			26	26	3,430
DR	18.00	9999				0.00			10	10	180

**COMMENTS**

**IMPROVEMENT COST SUMMARY**

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

**AG LAND SUMMARY**

Dry Land Acres:	321.00
Irrigated Acres:	0.00
Native Grass Acres:	0.00
Tame Grass Acres:	0.00
Total Ag Acres:	321.00
Total Ag Use Value:	7,700
Total Ag Mkt Value:	330,630



OWNER NAME AND MAILING ADDRESS

WINGER CATTLE CO INC

PO BOX 914  
JOHNSON, KS 67855-0914

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

No Image Available

Image Date:

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, arazinga etc

GENERAL PROPERTY INFORMATION

Prop Class: A Agricutural Use - A  
Living Units:  
Zonina:  
Neighborhood:033 033  
Economic Adj. Factor:  
Map / Routing: 232 /  
Tax Unit Group: 040-BEAR CREEK TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/22/2019	3:00 PM	0		102		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	15.960	0	15.960
Total	15.960	0	15.960

TRACT DESCRIPTION

S09 , T25 , R41W , ACRES 643.0 , ALL

PARCEL COMMENTS

Prop-NC: CR, 00; Prop-Com: CR-96 CR 638.3

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value 0

AGRICULTURAL LAND											
Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
DR	37.00	1422				0.00			65	65	2,410
DR	47.00	1578				0.00			20	20	940
DR	116.00	1579				0.00			17	17	1,970
DR	57.00	1580				0.00			10	10	570
DR	12.00	1668				0.00			29	29	350
DR	374.00	1854				0.00			26	26	9,720

COMMENTS

IMPROVEMENT COST SUMMARY

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

AG LAND SUMMARY

Dry Land Acres:	643.00
Irrigated Acres:	0.00
Native Grass Acres:	0.00
Tame Grass Acres:	0.00
Total Ag Acres:	643.00
Total Ag Use Value:	15,960
Total Ag Mkt Value:	662,290

OWNER NAME AND MAILING ADDRESS

NAIRN, ARCHIE L

PO BOX 493  
JOHNSON, KS 67855-0493

PROPERTY SITUS ADDRESS

00000  
Syracuse, KS 67878

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
08/22/2019	3:00 PM	0		102		

No Image Available

LAND BASED CLASSIFICATION SYSTEM

Function: 9010 Farming / ranch Sfx: 0  
Activity: 8100 Farming, plowing, tilling, harv  
Ownership: 1100 Private-fee simple  
Site: 3100 Dev Site - crops, grazing etc.

Image Date:

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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GENERAL PROPERTY INFORMATION

Prop Class: A Agricultural Use - A  
Living Units:  
Zoning:  
Neighborhood: 033 033  
Economic Adj. Factor:  
Map / Routing: 232 /  
Tax Unit Group: 040-BEAR CREEK TOWNSHIP

PROPERTY FACTORS

Topography: Level - 1  
Utilities: None - 8  
Access: Semi Improved Road - 2  
Frontage: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

2022 APPRAISED VALUE

2021 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
A	6.340	0	6.340
Total	6.340	0	6.340

TRACT DESCRIPTION

S10 , T25 , R41W , ACRES 634.0 , ALL

PARCEL COMMENTS

Prop-NC: 00

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
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Total Market Land Value 0

AGRICULTURAL LAND											
Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
NG	24.00	1578				0.00			10	10	240
NG	79.00	1579				0.00			10	10	790
NG	39.00	1580				0.00			10	10	390
NG	492.00	1854				0.00			10	10	4,920

COMMENTS

IMPROVEMENT COST SUMMARY

Other Improvement RCN:	0
Eco Adj:	100
Other Improvement Value:	0

AG LAND SUMMARY

Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	634.00
Tame Grass Acres:	0.00
Total Ag Acres:	634.00
Total Ag Use Value:	6,340
Total Ag Mkt Value:	320,170

Garden City Field Office  
4532 W. Jones, Suite B  
Garden City, KS 67846



Phone: 620-276-2901  
Fax: 620-276-9315  
[www.agriculture.ks.gov](http://www.agriculture.ks.gov)

Mike Beam, Secretary

Laura Kelly, Governor

December 28, 2021

JASON MAUCK  
PO BOX 1766  
KINGSTON OK 73439

Re: Nearby Letter  
Application, File Nos. 50690-A and 50690-B

Dear Sir:

This is to advise you that Fullmer Auto Company Texas LLC has filed applications for approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, for Permit to Appropriate Water for Beneficial Use.

You can find the complete application posted by water right file number as referenced above at [www.agriculture.ks.gov/divisions-programs/dwr/water-appropriation/notices](http://www.agriculture.ks.gov/divisions-programs/dwr/water-appropriation/notices)

You are notified of these proposals so that you may furnish this office with any comments or other information you may want to submit. Such comments or other information must be received in this office within 15 days from the date of this letter.

Should you have any questions, please feel free to call this office. If you would prefer, an appointment could be arranged for additional assistance. Please refer to the file number when you contact us if you wish to discuss a specific file.

Sincerely,

Sincerely,

A handwritten signature in blue ink that reads "Michael A. Meyer".

Michael A. Meyer  
Water Commissioner

MAM

Garden City Field Office  
4532 W. Jones, Suite B  
Garden City, KS 67846



Phone: 620-276-2901  
Fax: 620-276-9315  
[www.agriculture.ks.gov](http://www.agriculture.ks.gov)

Mike Beam, Secretary

Laura Kelly, Governor

December 28, 2021

STEVE & RHONDA GRUSING  
6400 SW CR 25  
SYRACUSE KS 67878

Re: Nearby Letter  
Application, File Nos. 50690-A and 50690-B

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December 28, 2021

KEITH PUCKETT  
2351 SW CR J  
SYRACUSE KS 67878

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