

Kansas Department of Agriculture  
 Division of Water Resources  
**CHANGE: P/U WORKSHEET**

1. File Number: <b>25314-D2</b>	2. Status Change Date:	3. Change Num: <b>C2</b>	4. Field Office: <b>4</b>	5. GMD: <b>3</b>
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6. Status: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied by DWR/GMD <input type="checkbox"/> Dismiss by Request/Failure to Return	7. Filing Date of Change: <b>6/7/2022</b>
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8a. Applicant(s) / Landowners <u>WUC</u> Person ID <u>67267</u> New to system <input type="checkbox"/> Add Seq# _____  <b>QUALITY HAY LLC</b> <b>Attn: MILTON BOEHS</b> <b>1707 ROAD 45</b> <b>LAKIN, KS 67860</b>	8c. Landowner(s)    Person ID <u>33827</u> New to system <input type="checkbox"/> Add Seq# _____  <b>MARK DALE &amp; DIANE G WEDEL</b> <b>262516 E CR 53</b> <b>ISABELLA, OK 73747</b>
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8b. Landowner(s)    Person ID <u>55237</u> New to system <input type="checkbox"/> Add Seq# _____  <b>FRED RITSEMA &amp; YOKA RODENHUIS TRUSTS</b> <b>Attn: LAKIN DAIRY</b> <b>PO BOX 389</b> <b>LAKIN, KS 67860-0389</b>	8d. Landowner(s)    Person ID <u>62538</u> New to system <input type="checkbox"/> Add Seq# _____  <b>RYAN KARL &amp; KEYLA RAE MAYESKE</b> <b>497 ROAD T</b> <b>LAKIN, KS 67860</b>
	8e. Landowner(s)    Person ID <u>34911</u> New to system <input type="checkbox"/> Add Seq# _____  <b>CORWIN &amp; MELODEE SMITH</b> <b>1604 ROAD 45</b> <b>LAKIN, KS 67860-6205</b>

9. Documents and Enclosure(s):  DWR Meter(s) Date to Comply: 12/31/2022     N & P Date to Comply: 3/1/2023

Anti-Reverse Meter     Meter Seal     Check Valve     N & P Form     Water Tube     Driller Copy     H & E Letter  
 Conservation Plan    Date Required: \_\_\_\_\_    Date Approved: \_\_\_\_\_    Date to Comply: \_\_\_\_\_

10. Use Made of Water    From: \_\_\_\_\_    To: \_\_\_\_\_

Date Prepared: **6/28/2022**    By: **AM**  
 Date Entered: \_\_\_\_\_    By: \_\_\_\_\_

File No. **25314-D2**      11. County: KE      Basin: ARKANSAS RIVER      Stream:      Formation Code:      Special Use:

12. Points of Diversion  
 Rate and Quantity  
 Authorized      Additional  
 Rate      Quantity      Rate      Quantity  
 gpm/cfs      af/mgy      gpm/cfs      af/mgy      Overlap PD Files

CHK 89640

13. Storage: Rate \_\_\_\_\_ NF      Quantity \_\_\_\_\_ ac/ft      Additional Rate \_\_\_\_\_ NF      Additional Quantity \_\_\_\_\_ ac/ft

14. Limitation: \_\_\_\_\_ af/yr at \_\_\_\_\_ gpm ( \_\_\_\_\_ cfs) when combined with file number(s) \_\_\_\_\_  
 Limitation: \_\_\_\_\_ af/yr at \_\_\_\_\_ gpm ( \_\_\_\_\_ cfs) when combined with file number(s) \_\_\_\_\_

16. Place of Use CHK MOD DEL ENT	PUSE	S	T	R	ID	NE¼				NW¼				SW¼				SE¼				Total	Owner	Chg?	Overlap Files
						NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼				
CHK	3635	22	26S	36W	1									34	34	34	34					136	8a	N	MULTIPLE
ENT	19906	16	26S	36W	2	40	40	40	40	40	40	40	40	40	40	40	40					480	8e	N	MULTIPLE
ENT	12444	17	26S	36W	3	40	40	40	40									40	40	40	40	320	8e	N	MULTIPLE
ENT	19640	9	26S	36W	1													40	40	40	40	160	8e	N	MULTIPLE
ENT	40186	8	26S	36W	2									40	40	40	40					160	8e	N	MULTIPLE
ENT	18464	17	26S	36W	4									40	40	40	40					160	8d	N	MULTIPLE
ENT	26226	17	26S	36W	2					40	40	40	40									160	8c	N	MULTIPLE
ENT	949	9	26S	36W	5					40	40	40	40									160	8b	N	MULTIPLE
ENT	14915	9	26S	36W	4									40	40	40	40					160	8a	N	MULTIPLE
ENT	4895	8	26S	36W	1	40	40	40	40													160	8b	N	MULTIPLE
ENT	14006	8	26S	36W	3					40	40	40	40					40	40	40	40	320	8a	N	MULTIPLE
ENT	3162	5	26S	36W	1							6	13	40	38	23	38		17	10		185	8b	N	MULTIPLE

Comments: OVERLAPPING WR ON PU: 14265; 14266-D1 & D2; 14273-D1; 14274; 14275-D1; 14276; 14286-D1 & D2; 14287-D1 & D2; 17878-D1; 25314-D2

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

Mike Beam, Secretary

Laura Kelly, Governor

June 28, 2022

QUALITY HAY LLC  
Attn: MILTON BOEHS  
1707 ROAD 45  
LAKIN, KS 67860

RE: Filed Office Application for Change  
Water Right, File Nos. 14265; 14266-D1 & D2; 14273-D1; 14274; 14275-D1;  
14276; 14286-D1 & D2; 14287-D1 & D2; 17878-D1; 25314-D2

Dear Sir or Madam:

Enclosed is the order executed by the designee of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, approving the application for change under the above referenced file numbers.

Your attention is directed to the enclosures and to the terms, conditions, and limitations specified in this approval for change. A condition of this approval is that an acceptable water flow meter must be installed on the diversion works authorized under the referenced file number and meet current specifications. Please return the required notification of completion of the diversion works and/or installation of the required meter as soon as these actions are completed.

Since the order modifies the original document referred to above, it should be recorded with the Register of Deeds as other instruments affecting real estate.

Should you have any questions, please feel free contact this office. If you would prefer, you could arrange an appointment for additional assistance.

Sincerely,

A handwritten signature in blue ink that reads "Austin J. McColloch".

Austin J. McColloch  
Assistant Water Commissioner

AM:  
enclosures

pc: Fred Ritsema & Yoka Rodenhuis  
Mark & Dale Wedel  
Ryan & Keyla Mayeske  
Corwin & Melodee Smith  
GROUNDWATER MANAGEMENT DISTRICT NO. 3

**CERTIFICATE OF SERVICE**

On this 28<sup>th</sup> day of June, 2022, I hereby certify that the foregoing Approval of Application for Change in Place of Use, Water Right, File Nos. 14,265, 14,266-D1, 14,266-D2, 14,273-D1, 14,274, 14,275-D1, 14,276, 14,286-D1, 14,286-D2, 14,287-D1, 14,287-D2, 17,878-D1 & 25,314-D2 dated 28<sup>th</sup> day of June, 2022 was mailed postage prepaid, first class, US mail to the following:

QUALITY HAY LLC  
Attn: MILTON BOEHS  
1707 ROAD 45  
LAKIN, KS 67860

Pc:

FRED RITSEMA & YOKA RODENHUIS TRUSTS  
Attn: LAKIN DAIRY  
PO BOX 389  
LAKIN, KS 67860-0389

MARK DALE & DIANE G WEDEL  
262516 E CR 53  
ISABELLA, OK 73747

RYAN KARL & KEYLA RAE MAYESKE  
497 ROAD T  
LAKIN, KS 67860

CORWIN & MELODEE SMITH  
1604 ROAD 45  
LAKIN, KS 67860-6205

GROUNDWATER MANAGEMENT DISTRICT NO. 3

  
\_\_\_\_\_  
Division of Water Resources Staff

Submit completed application to:  
 Kansas Department of Agriculture  
 Division of Water Resources  
 Field Office for your area.

Call for address:

Topeka -- (785) 296-5733  
 Stafford -- (620) 234-5311  
 Stockton -- (785) 425-6787  
 Garden City -- (620) 276-2901  
<http://agriculture.ks.gov/dwr>

## DWR FIELD OFFICE APPLICATION FOR APPROVAL TO CHANGE THE PLACE OF USE AND/OR THE POINT OF DIVERSION



STATE OF KANSAS

**Filing Fee Must Accompany the Application, K.S.A. 82a-708b(b), as amended.**  
 Fee Schedule is on the third page of this application form.

**Paragraph Nos. 1, 2, 3 & 5 must be completed. Complete all other applicable portions.** If change in point of diversion is greater than 100 feet, or if place of use will be changed, include a topographic map or detailed plat showing the authorized and proposed point(s) of diversion and/or place of use.

File No. 25314-D2

**RECEIVED**  
 11:42 AM  
 JUN 07 2022

1. Application is hereby made for approval of the Chief Engineer to change the (check one or both):

Place of Use                       Point of Diversion

under the water right which is the subject of this application in accordance with the conditions described below.

The source of supply is:                       Groundwater                       Surface water

2. Name and address of Applicant: QUALITY HAY LLC  
1707 ROAD 45 LAKIN KS 67860

Phone Number: (     )    Email address: \_\_\_\_\_

Name and address of Water Use Correspondent: QUALITY HAY LLC  
1707 ROAD 45 LAKIN KS 67860

Phone Number: (     )    Email address: \_\_\_\_\_

3. The presently authorized place of use is:

Owner of Land ---- NAME: QUALITY HAY LLC

ADDRESS: 1707 ROAD 45 LAKIN KS 67860

(If there is more than one landowner, attach supplemental sheets as necessary.)

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
22	26S	36W									34	34	34	34					136

4. If this application is for a change in place of use, it is proposed that the place of use be changed to:

Owner of Land ---- NAME: SEE SUPPLEMENTAL PAGE

ADDRESS: \_\_\_\_\_

(If there is more than one landowner, attach supplemental sheets as necessary.)

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

**For Office Use Only:** Code \_\_\_\_\_ Fee \$ 2100.00 TR # \_\_\_\_\_ Receipt Date 6-7-22 Check # 6090

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

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

7. The changes herein are desired for the following reasons?  
 (please be specific) CREATE A COMPLETE PLACE OF  
USE OVERLAP WITH ALL FILES INVOLVED

8. If a well, is the test hole log attached?  Yes  No

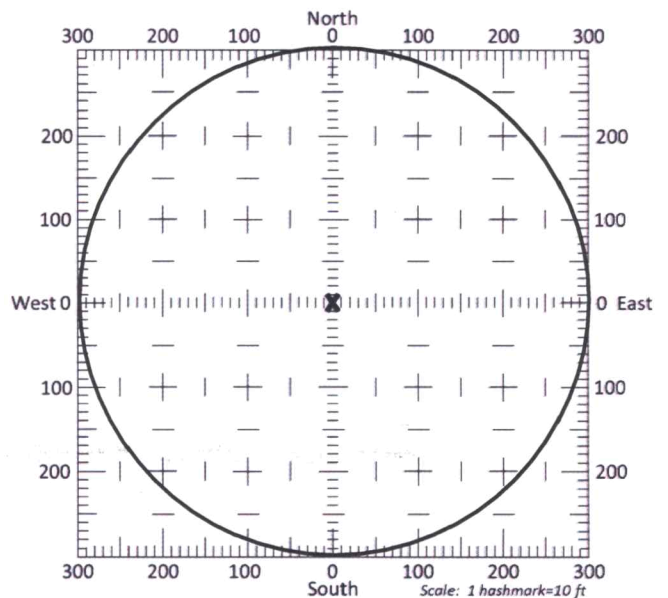
9. The change(s) (was)(will be) completed by?  
UPON APPROVAL

10. If the point of diversion is a well:  
 (a) What are you going to do with the old well?  
 \_\_\_\_\_  
 (b) When will this be done? \_\_\_\_\_

11. Groundwater Management District recommendation attached?  
 Yes  No

12. Assisted by AM / GCFO

13a. If the proposed point of diversion will be relocated more than 300 feet but within 2,640 feet of the existing point of diversion, attach a topographic map or aerial photograph. For groundwater sources, show all wells (including domestic) within one-half mile of the proposed point of diversion and the names and mailing addresses of the owners. For surface water sources, show the names and addresses of the landowner(s) one-half mile downstream and one-half mile upstream from your property lines



13b. If the proposed point of diversion will be relocated within a 300 foot radius of the existing point of diversion, indicate its location on the diagram shown above in relation to the existing point of diversion. The proposed point of diversion must be located within the circle shown above. **(PLEASE NOTE: The "X" in center of diagram above represents the presently authorized point of diversion.)**

APPLICATION FOR APPROVAL TO CHANGE  
THE PLACE OF USE AND/OR POINT OF DIVERSION  
SUPPLEMENTAL SHEET  
FILE NO. \_\_\_\_\_  
MAKE ADDITIONAL COPIES AS NECESSARY

4. *Continued:* If this application is for a change in place of use, it is proposed that the place of use be changed to:

Owner of Land ---- NAME: QUALITY HAY LLC

ADDRESS: 1707 ROAD 45 LAKIN KS 67860

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES				
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼					
8	26S	36W					40	40	40	40									40	40	40	40	320
9	26S	36W									40	40	40	40									160
22	26S	36W									34	34	34	34									136

Owner of Land ---- NAME: CORWIN & MELODEE SMITH

ADDRESS: 1604 ROAD 45 LAKIN KS 67860-6205

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES				
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼					
8	26S	36W									40	40	40	40									160
9	26S	36W													40	40	40	40					160
16	26S	36W	40	40	40	40	40	40	40	40	40	40	40	40									480
17	26S	36W	40	40	40	40									40	40	40	40					320

Owner of Land ---- NAME: FRED RITSEMA & YOKA RODENHUIS TRUSTS - LAKIN DAIRY

ADDRESS: PO BOX 389 LAKIN KS 67860-0389

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES				
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼					
5	26S	36W							6	13	40	38	23	38			17	10					185
8	26S	36W	40	40	40	40																	160
9	26S	36W					40	40	40	40													160

Owner of Land ---- NAME: MARK DALE & DIANE G WEDEL

ADDRESS: 262516 E CR 53 ISABELLA OK 73747

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES				
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼					
17	26S	36W					40	40	40	40													160

Owner of Land ---- NAME: RYAN KARL & KEYLA RAE MAYESKE

ADDRESS: 497 ROAD T LAKIN KS 67860

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES				
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼					
17	26S	36W									40	40	40	40									160

14. If the proposed groundwater point of diversion is 300 or fewer feet from the existing point of diversion, complete the following:
- (a) Does the undersigned represent all owners of the currently authorized place(s) of use identified in this application?  
 Yes     No    (If no, all owners must sign this application.)
  - (b) Will the ownership interest of any owner of the currently authorized place(s) of use identified in this application be adversely affected if this application is approved as requested?  
 Yes     No    (If yes, all owners must sign this application.)
  - (c) If this application is not approved expeditiously, will there be substantial damage to property, public health or safety?  
 Yes     No    (If no, all owners must sign this application.)

If the application proposes a surface water change in point of diversion, a groundwater change in point of diversion greater than 300 feet, or a change in place of use, the application must be signed by all owners of the currently authorized place of use, or their duly authorized agent (attach notarized statement authorizing representation).

I hereby verify, being first duly sworn upon my oath or affirmation and under penalty of perjury, that I am of lawful age and the owner, the spouse of the owner, or a duly authorized agent of the owner(s) to make this application on their behalf, in regards to the water right(s) to which this application pertains. I further verify that the statements contained in this application are true, correct and complete.

Dated at Garden City, Kansas, this 7<sup>th</sup> day of June, 2022.

Dan Johnson  
 \_\_\_\_\_  
 (Owner)

Sherilyn R Smith  
 \_\_\_\_\_  
 (Spouse)

Darin T Smith  
 \_\_\_\_\_  
 (Please Print)

Sherilyn R Smith  
 \_\_\_\_\_  
 (Please Print)

\_\_\_\_\_  
 (Owner)

\_\_\_\_\_  
 (Spouse)

\_\_\_\_\_  
 (Please Print)

\_\_\_\_\_  
 (Please Print)

\_\_\_\_\_  
 (Owner)

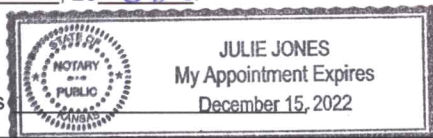
\_\_\_\_\_  
 (Spouse)

\_\_\_\_\_  
 (Please Print)

\_\_\_\_\_  
 (Please Print)

State of Kansas }  
 County of Finney } SS

I hereby certify that the foregoing application was signed in my presence and sworn to before me this 7<sup>th</sup> day of June, 2022.



Julie Jones  
 \_\_\_\_\_  
 Notary Public

My Commission Expires \_\_\_\_\_

ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. To be complete, all of the applicable portions of the application form must be completed with accurate information; maps, if necessary, must be included; signatures of all the appropriate owners' must be affixed to the application and notarized; and the appropriate fee must be paid.

**FEE SCHEDULE**

Each application to change the place of use or the point of diversion under this section shall be accompanied by the application fee set forth in the schedule below: Make checks payable to: **Kansas Department of Agriculture**

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










# CHANGE IN PLACE OF USE WATER RIGHT

FILE NOS. ~~14286-D1~~; ~~14286-D2~~

25314-D2



-  Authorized Point of Diversion
-  Permitted Water Right
-  Domestic Well within 1/2 mile
-  Authorized Place of Use
-  Proposed Place of Use



After Recording, Return To:  
Doering, Grisell & Cunningham, P.A.  
124 Grant Avenue  
Garden City, Kansas 67846

STATE OF KANSAS }  
KEARNY COUNTY } SS

This instrument was filed for record on the  
16<sup>th</sup> day of May A.D. 2022 at  
11:47 o'clock A.M., and duly recorded in  
Book 310 of record, at Page 141  
Melissa Genitzen  
REGISTER OF DEEDS  
By \_\_\_\_\_ Deputy  
Rec. Fee \$ 72.<sup>00</sup>



INDEXED  
RECEPTION ✓  
COMPUTER ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓  
ORIG. COMP ✓

RECEIVED

MAY 18 2022

Garden City Field Office  
Division of Water Resources

RECORDING INFORMATION

### **RIGHT-OF-WAY AND PIPELINE EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **SYRACUSE DAIRY, LLC**, a Kansas limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00), does hereby grant, sell and convey unto **QUALITY HAY, L.L.C.**, a Kansas limited liability company (hereinafter referred to as "Grantee"), its successors and assigns, a right-of-way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing one (1) underground 10" pipeline for the transportation of fresh irrigation water from the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-two (22), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas, through and across the following-described land situated in the County of KEARNY, State of KANSAS, to-wit:

**Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Twenty-one (21), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas**

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns, until such pipeline shall be constructed and so long thereafter as the pipeline is maintained thereon, together with the right of ingress and egress to and from said premises, for the purposes aforesaid;

SUBJECT TO oil and gas leases, easements, restrictions and rights-of-way of record.

1. **LOCATION.** Beginning at a point located in the Southeast corner of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of said Section Twenty-one (21), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas, the pipeline shall extend in a northerly direction, running parallel to the eastern boundary line of said Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) to the northern boundary line of said quarter-section. The approximate location of said pipeline is further depicted by **Exhibit A** attached hereto.

2. **EASEMENT WIDTH.** The easement herein granted shall be limited to thirty feet (30') in width, lying fifteen feet (15') on both sides of said pipeline, the center of such easement being located immediately over said pipeline and extending for the length of such pipeline as the same is located within the above-described premises.

3. **DEPTH.** That during the construction, the Grantee shall bury the pipeline to a sufficient depth so as not to interfere with the cultivation of the soil or drainage of the above-described premises.

4. DAMAGES. The Grantee shall pay for any damages to growing crops caused during the installation, maintenance, replacement, repair or removal of the pipeline, such damages to be paid within thirty (30) days after the damage occurs.

5. INDEMNITY. That all times during the construction, maintenance and operation of the pipeline, the Grantee shall indemnify and hold harmless Grantor from and against any and all damages, suits, causes of action, and any and all other items of damage which may accrue to Grantor by reason of the Grantee's pipeline construction, maintenance and operation; provided, however, the Grantee shall not be responsible for the intentional or negligent acts of Grantor or Grantor's assigns.

6. USE OF EASEMENT AREA BY GRANTOR. The Grantor agrees that no building or other permanent structure shall be erected on or over said pipeline, but there is reserved from this grant the right to farm, graze and otherwise fully use and enjoy the above-described premises. No consent from the Grantee is necessary for Grantor to fence, to place temporary structures, to level the land, or to terrace the land in the proper enjoyment of the land for agricultural purposes. The Grantor shall not, however, excavate any deeper than thirty-six inches (36") in the area of the pipelines without notifying Grantee, who will identify and mark the pipeline location. Grantor shall not conduct, nor permit the conduct of, any activities that may cause damage to Grantee's pipeline nor diminish Grantee's rights hereunder.

7. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties. All previous notes, memoranda and oral arrangements or agreements between the parties are hereby merged into this agreement. This agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.

8. BINDING EFFECT AND ASSIGNMENT. This right-of-way and easement, and the covenants and agreements contained herein shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Grantor and the Grantee; provided, however, the right-of-way and easement granted herein shall be used solely for the purpose of the construction and maintenance of one (1) underground water pipeline. In no event shall Grantee assign, sub-lease, or otherwise permit another party to utilize the easement for the installation of any other type of transmission line. This provision shall not prohibit the assignment of this easement, in its entirety, by Grantee to an assignee who intends to utilize the existing underground pipeline for transportation of irrigation water from the Southwest Quarter (SW¼) of Section Twenty-two (22), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas.

9. OWNERSHIP. The undersigned Grantor warrants that it is the owner of the property comprising the easement area and that it has full power, right and authority to convey and grant the right-of-way and easement to Grantee herein without the consent of any other party. The Grantor further warrants that the Grantee's use of the right-of-way and easement shall be undisturbed for as long as Grantee utilizes said right-of-way and easement.

10. APPLICABLE LAW. This agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

SYRACUSE DAIRY, LLC / GRANTOR  
QUALITY HAY, L.L.C. / GRANTEE

RIGHT-OF-WAY AND PIPELINE EASEMENT AGREEMENT  
NE¼ 21-26-36, KEARNY COUNTY, KANSAS

PAGE 3

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have executed this Right-of-Way and Pipeline Easement Agreement this 2 day of May, 2022.

SYRACUSE DAIRY, LLC

QUALITY HAY, L.L.C.

By [Signature]  
Douglas J. Geubelle, Member

By [Signature]  
Darin T. Smith, Member

STATE OF KANSAS )  
COUNTY OF Kearny ) ss.

THIS INSTRUMENT was acknowledged before me on May 2, 2022, by Douglas J. Geubelle, Member of SYRACUSE DAIRY, LLC, a Kansas limited liability company.



[Signature]  
Notary Public  
My Appointment Expires: 12/30/22

STATE OF KANSAS )  
COUNTY OF Kearny ) ss.

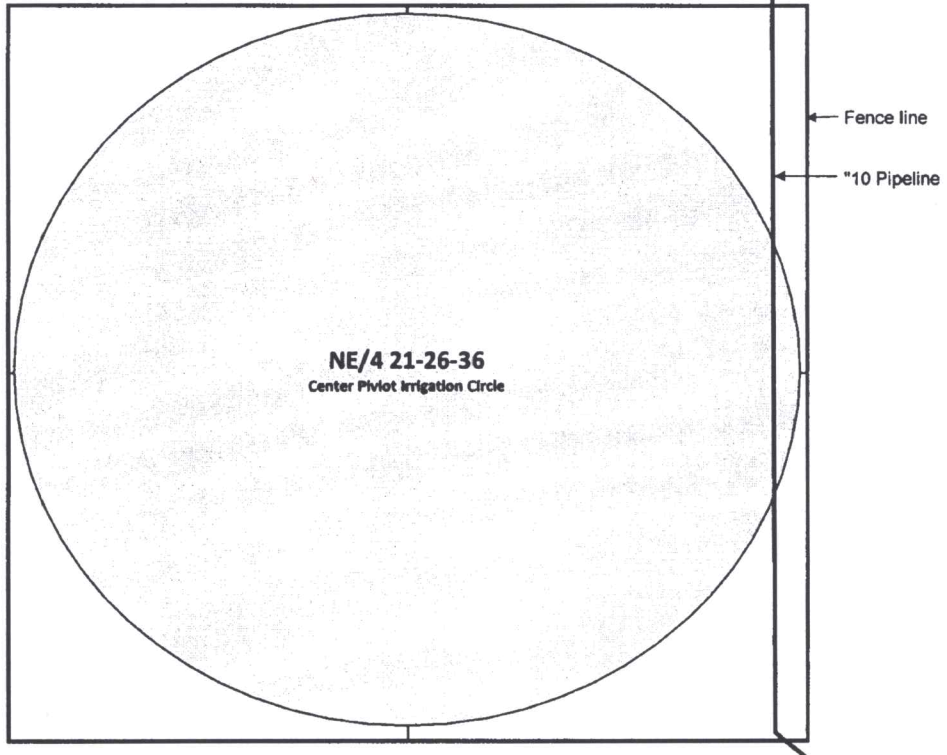
THIS INSTRUMENT was acknowledged before me on May 2, 2022, by Darin T. Smith, Member of QUALITY HAY, L.L.C., a Kansas limited liability company.



[Signature]  
Notary Public  
My Appointment Expires: 12/30/22



**NE/4 of SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 WEST  
Kearny County, Kansas**



MAP IS NOT DRAWN TO SCALE

# EXHIBIT A

After Recording, Return To:  
Doering, Grisell & Cunningham, P.A.  
124 Grant Avenue  
Garden City, Kansas 67846

STATE OF KANSAS }  
KEARNY COUNTY } SS

This instrument was filed for record on the  
16<sup>th</sup> day of May A.D. 2022 at  
11:46 o'clock A.M., and duly recorded in  
Book 310 of record, at Page 137

Melissa Gessitzen  
REGISTER OF DEEDS

By \_\_\_\_\_ Deputy

Rec. Fee \$ 72.<sup>00</sup>



INDEXED  
RECEPTION ✓  
COMPUTER ✓  
DIRECT c  
INDIRECT c  
NUMERICAL ✓  
ORIG. COMP ✓

RECEIVED

MAY 18 2022

Garden City Field Office  
Division of Water Resources

RECORDING INFORMATION

**WATER WELL AND PIPELINE  
EASEMENT AGREEMENT**

THIS WATER WELL AND PIPELINE EASEMENT AGREEMENT ("Agreement") is made and entered into effective the 11<sup>th</sup> day of May, 2022, by and between **DAVID JON GUGELMEYER, AS TRUSTEE OF THE DAVID JON GUGELMEYER TRUST, DATED DECEMBER 14, 1989**, being the Grantor herein (referred to as "Gugelmeyer") and **QUALITY HAY, L.L.C.**, a Kansas limited liability company, being the Grantee herein (referred to as "Quality Hay"), both of whom are collectively referred to herein as the "parties."

WITNESSETH

WHEREAS, Quality Hay has on this date purchased the *IRRIGATION WATER RIGHTS ONLY* appurtenant to the SW<sup>1</sup>/<sub>4</sub> of Section 22, Township 26 South, Range 36 West of the 6<sup>th</sup> P.M., Kearny County, Kansas (the "SW<sup>1</sup>/<sub>4</sub> of Section 22") from Gugelmeyer; and

WHEREAS, in order for Quality Hay to utilize the irrigation water rights, the parties agree that Quality Hay will need to drill a new irrigation well on the SW<sup>1</sup>/<sub>4</sub> of Section 22; and

WHEREAS, the parties further agree that Quality Hay will need to install an underground water pipeline across the SW<sup>1</sup>/<sub>4</sub> of Section 22 in order to transport the irrigation water from the new well to the NE<sup>1</sup>/<sub>4</sub> of Section 16, Township 26 South, Range 36 West of the 6<sup>th</sup> P.M., Kearny County, Kansas;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration paid by Quality Hay to Gugelmeyer, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. EASEMENT TO CONSTRUCT WATER WELL. Gugelmeyer hereby grants to Quality Hay an easement on and over the following described tract for the purpose of allowing Quality Hay to drill and equip an irrigation water well ("water well") thereon, at its sole cost and expense, to-wit:

Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-two (22), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas

2. LOCATION OF WATER WELL. Gugelmeyer agrees to allow Quality Hay to construct the new water well anywhere within the SW $\frac{1}{4}$  of Section 22, provided that the location of the new water well (and any replacement well) is in compliance with the well spacing regulations of the Division of Water Resources), as Gugelmeyer intends to continue using the existing water well to provide water for livestock, within the meaning of K.S.A. 82a-701(c).

3. USE OF EXISTING WATER WELL. Gugelmeyer agrees that his future use of the existing water well shall be limited to providing water for livestock, which allows for providing water for up to 100 head of cattle or two acres of trees. Gugelmeyer further acknowledges that the operation of irrigation wells in the general area (including the new water well to be drilled by Quality Hay) could cause the static water level to decline to the point that the existing well cannot be used as a livestock well. In that event, Gugelmeyer shall be responsible for lowering the depth of the existing well or drilling a new livestock well, at his expense.

4. USE OF NEW WATER WELL, MAINTENANCE AND REPAIRS. During the term of this Agreement, Quality Hay is granted the exclusive rights to pump fresh water from the new water well. Quality Hay shall be responsible for all repairs, maintenance and replacement of the well, pump, water meter, power supplies and associated equipment required to pump and transport the water. In the event the water well must be re-drilled, Quality Hay shall have the exclusive right, at its sole cost and expense, to drill a replacement water well, in such location as may be permitted by the Division of Water Resources.

5. EASEMENT FOR PIPELINE. In order to allow Quality Hay to transport water from the new water well, Gugelmeyer hereby grants to Quality Hay an easement on and over the following described tract, for the purposes of constructing, accessing, using, maintaining, operating, repairing and replacing one (1) 10" underground pipeline, to-wit:

Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6th P.M., Kearny County, Kansas

6. DEPTH AND MAINTENANCE OF PIPELINE. Quality Hay shall bury the pipeline to a sufficient depth so as not to interfere with the cultivation of the soil. Quality Hay shall be solely responsible for repairing, maintaining and replacing the pipeline during the term of this Agreement.

7. USE OF EASEMENT AREA BY LANDOWNER. Gugelmeyer agrees that no building or other permanent structure shall be erected on or over said pipeline, but there is reserved from this grant the right to farm, graze and otherwise fully use and enjoy the pipeline easement area so long as such use does not damage or hinder the use of the pipeline.

8. DAMAGES. Quality Hay shall be responsible for any damages to pasture grass, fences, gates and livestock, to the extent such damages are caused by the construction, maintenance, repair, or replacement of the water well or pipeline. Quality Hay further agrees to spread manure over any area disturbed by its pipeline installation operations in order to reduce blowing until the pasture grass is re-established.

9. INDEMNITY BY QUALITY HAY. At all times during the construction, maintenance and operation of the water well and pipeline, Quality Hay shall indemnify and hold harmless Gugelmeyer from and against any and all damages, suits, causes of action, and any and all other items of damage which may accrue to Gugelmeyer by reason of the construction, maintenance and operation of the water well and pipeline by Quality Hay; provided, however, Quality Hay shall not be responsible for the intentional or negligent acts of Gugelmeyer or his tenants, invitees, or assigns.



10. TITLE TO LAND. Gugelmeyer hereby covenants, promises and agrees to and with Quality Hay, that at the delivery of this Agreement, Gugelmeyer is lawfully in possession of the SW $\frac{1}{4}$  of Section 22 as the fee owner thereof, and that Gugelmeyer has full authority to enter into this Agreement.

11. TERM. This Agreement shall remain in full force and effect for as long as Quality Hay or its successors continue to pump and transport irrigation water from a water well located on the SW $\frac{1}{4}$  of Section 22. If Quality Hay, or its successors, fail to operate a water well located on the SW $\frac{1}{4}$  of Section 22 for a period of ten (10) consecutive years, the water well shall be deemed to be abandoned, in which case this Agreement shall be deemed terminated.

12. REVERSION OF WELLS AND PIPELINE UPON TERMINATION OF AGREEMENT. Upon the termination of this Agreement, the easements granted herein shall cease and all ownership rights to the water well and pipeline shall revert to the owner of the SW $\frac{1}{4}$  of Section 22, *subject to* the provisions of paragraph 13.

13. PLUGGING DRY OR ABANDONED WELL. In the event the irrigation water well (or any replacement well) drilled by Quality Hay goes dry or is abandoned by Quality Hay or its successors, either Quality Hay or its successors shall be responsible for plugging the water well in accordance with K.A.R. 28-30-7.

14. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas.

15. BINDING EFFECT. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

QUALITY HAY, L.L.C.

By   
Darin T. Smith, Member

DAVID JON GUGELMEYER TRUST,  
DATED DECEMBER 14, 1989

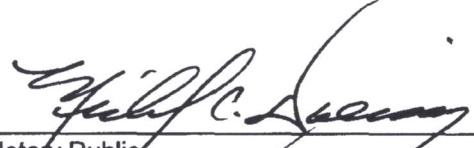
By   
David Jon Gugelmeyer, Trustee

[NOTARIES APPEAR ON FOLLOWING PAGE]

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

THIS INSTRUMENT was acknowledged before me, a Notary Public, on May 11, 2022, by **Darin T. Smith**, as a Member of Quality Hay, L.L.C., a limited liability company.



  
\_\_\_\_\_  
Notary Public  
My Appointment Expires: 6-18-2025

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

THIS INSTRUMENT was acknowledged before me, a Notary Public, on May 11, 2022, by **David Jon Gugelmeyer**, as Trustee of the David Jon Gugelmeyer Trust, dated December 14, 1989.



  
\_\_\_\_\_  
Notary Public  
My Appointment Expires: 6-18-2025

After Recording, Return To:  
Doering, Grisell & Cunningham, P.A.  
124 Grant Avenue  
Garden City, Kansas 67846

STATE OF KANSAS }  
KEARNY COUNTY } SS

This instrument was filed for record on the  
16<sup>th</sup> day of May A.D. 2022 at  
11:48 o'clock A.M., and duly recorded in  
Book 310 of record, at Page 145

Melissa Geritzen  
REGISTER OF DEEDS

By \_\_\_\_\_ Deputy  
Rec. Fee \$ 72.00



INDEXED  
RECEPTION ✓  
COMPUTER ✓  
DIRECT ✓  
INDIRECT ✓  
NUMERICAL ✓  
ORIG. COMP ✓

RECEIVED  
MAY 18 2022  
Garden City Field Office  
Division of Water Resources

RECORDING INFORMATION

**RIGHT-OF-WAY AND  
PIPELINE EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **MILTON E. BOEHS and LaVERDA M. BOEHS**, husband and wife (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten Dollars (\$10.00), do hereby grant, sell and convey unto **QUALITY HAY, L.L.C.**, a Kansas limited liability company (hereinafter referred to as "Grantee"), its successors and assigns, a right-of-way and easement for the purposes of laying, constructing, maintaining, operating, repairing, replacing and removing one (1) underground 10" pipeline for the transportation of fresh irrigation water from the Southwest Quarter (SW¼) of Section Twenty-two (22), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas, through and across the following-described land situated in the County of KEARNY, State of KANSAS, to-wit:

**Southeast Quarter (SE¼) of Section Sixteen (16), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas**

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns, until such pipeline shall be constructed and so long thereafter as the pipeline is maintained thereon, together with the right of ingress and egress to and from said premises, for the purposes aforesaid;

SUBJECT TO oil and gas leases, easements, restrictions and rights-of-way of record.

1. LOCATION. Beginning at a point located in the Southeast corner of the Southeast Quarter (SE¼) of said Section Sixteen (16), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas, the pipeline shall extend in a northwesterly direction to the mid-point of the northern boundary line of said Southeast Quarter (SE¼). The approximate location of said pipeline is further depicted by **Exhibit A** attached hereto.

2. EASEMENT WIDTH. The easement herein granted shall be limited to thirty feet (30') in width, lying fifteen feet (15') on both sides of said pipeline, the center of such easement being located immediately over said pipeline and extending for the length of such pipeline as the same is located within the above-described premises.

3. DEPTH. That during the construction, the Grantee shall bury the pipeline to a sufficient depth so as not to interfere with the cultivation of the soil or drainage of the above-described premises.

4. DAMAGES. The Grantee shall pay for any damages to growing crops caused during the installation, maintenance, replacement, repair or removal of the pipeline, such damages to be paid within thirty (30) days after the damage occurs.

5. INDEMNITY. That all times during the construction, maintenance and operation of the pipeline, the Grantee shall indemnify and hold harmless Grantors from and against any and all damages, suits, causes of action, and any and all other items of damage which may accrue to Grantors by reason of the Grantee's pipeline construction, maintenance and operation; provided, however, the Grantee shall not be responsible for the intentional or negligent acts of Grantors or Grantors' assigns.

6. USE OF EASEMENT AREA BY GRANTORS. The Grantors agree that no building or other permanent structure shall be erected on or over said pipeline, but there is reserved from this grant the right to farm, graze and otherwise fully use and enjoy the above-described premises. No consent from the Grantee is necessary for Grantors to fence, to place temporary structures, to level the land, or to terrace the land in the proper enjoyment of the land for agricultural purposes. The Grantors shall not, however, excavate any deeper than thirty-six inches (36") in the area of the pipelines without notifying Grantee, who will identify and mark the pipeline location. Grantors shall not conduct, nor permit the conduct of, any activities that may cause damage to Grantee's pipeline nor diminish Grantee's rights hereunder.

7. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties. All previous notes, memoranda and oral arrangements or agreements between the parties are hereby merged into this agreement. This agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.

8. BINDING EFFECT AND ASSIGNMENT. This right-of-way and easement, and the covenants and agreements contained herein shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Grantors and the Grantee; provided, however, the right-of-way and easement granted herein shall be used solely for the purpose of the construction and maintenance of one (1) underground water pipeline. In no event shall Grantee assign, sub-lease, or otherwise permit another party to utilize the easement for the installation of any other type of transmission line. This provision shall not prohibit the assignment of this easement, in its entirety, by Grantee to an assignee who intends to utilize the existing underground pipeline for transportation of irrigation water from the Southwest Quarter (SW¼) of Section Twenty-two (22), Township Twenty-six (26) South, Range Thirty-six (36) West of the 6<sup>th</sup> P.M., Kearny County, Kansas.

9. OWNERSHIP. The undersigned Grantors warrant that they are the owners of the property comprising the easement area and that they have full power, right and authority to convey and grant the right-of-way and easement to Grantee herein without the consent of any other party. The Grantors further warrant that the Grantee's use of the right-of-way and easement shall be undisturbed for as long as Grantee utilizes said right-of-way and easement.

10. APPLICABLE LAW. This agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the undersigned Grantors and Grantee have executed this Right-of-Way and Pipeline Easement Agreement this 4th day of May, 2022.

Milton E Boehs  
MILTON E. BOEHS

QUALITY HAY, L.L.C.

Laverda Boehs  
LaVERDA M. BOEHS

By Dar. T. Smith  
Darin T. Smith, Member

STATE OF KANSAS )  
COUNTY OF Kearny ) ss.



THIS INSTRUMENT was acknowledged before me on May 4th, 2022, by MILTON E. BOEHS and LaVERDA M. BOEHS, husband and wife.

Paige D Wideman  
Notary Public  
My Appointment Expires: 12-12-23

STATE OF KANSAS )  
COUNTY OF Kearny ) ss.

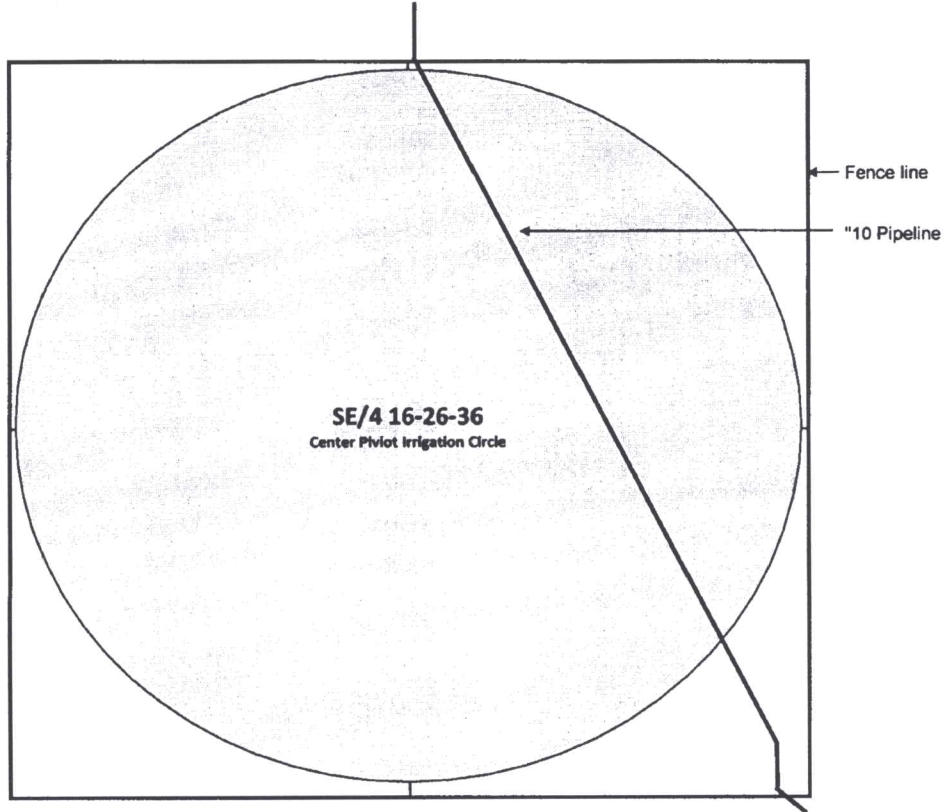
THIS INSTRUMENT was acknowledged before me on May 4th, 2022, by Darin T. Smith, Member of QUALITY HAY, L.L.C., a Kansas limited liability company.



Paige Wideman  
Notary Public  
My Appointment Expires: 12-12-23

↑  
NORTH

SE/4 of SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 WEST  
Kearny County, Kansas



MAP IS NOT DRAWN TO SCALE

EXHIBIT A