





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

April 12, 2022

ROBERT M BRINKLEY  
66 COUNTY RD 397  
BAY CITY TEXAS 77414

RE: Field Office Application for Change  
Water Right,  
File Nos. 451, 3877, 12026, 13869, 14688, 14936, 19814, 30668, 37997, 38148

Dear Sir:

Enclosed are orders executed by the designee of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, approving the applications 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 these approvals is that an acceptable water flow meter must be installed on the diversion works authorized under the referenced file numbers 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 orders modify the original documents referred to above, they 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 "Michael A. Meyer".

Michael A. Meyer  
Water Commissioner

MAM  
enclosures

pc: GMD 3


## CERTIFICATE OF SERVICE

On this 12<sup>th</sup> day of April 2022, I hereby certify that the foregoing Approval of Applications for Change in Place of Use, Water Right, File Nos. 451, 3877, 12026, 13869, 14688, 14936, 19814, 30668, 37997, 38148 dated 12<sup>th</sup> day of April 2022 was mailed postage prepaid, first class, US mail to the following:

ROBERT M BRINKLEY  
66 COUNTY RD 397  
BAY CITY TEXAS 77414

Pc:

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. 451

**RECEIVED**  
 3:15pm  
 FEB 25 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 Garden City Field Office  
Division of Water Resources

The source of supply is:                       Groundwater                       Surface water

2. Name and address of Applicant: Robert Binkley

Leb County Rd 397 Bay City Texas 77414

Phone Number: (620) 254-1000                      Email address: \_\_\_\_\_

Name and address of Water Use Correspondent: Same as above

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

3. The presently authorized place of use is:

Owner of Land ---- NAME: Same as above

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	
5	28	30W	20	40															60
5	28	30W			40	40													80
32	27	30W												20	40	40	20		120

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: Robert Binkley

ADDRESS: see attached

(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 \$ 200.00 TR # \_\_\_\_\_ Receipt Date 2-25-22 Check # visa card

5. **Presently authorized point of diversion:**  
 One in the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section. Authorized Rate \_\_\_\_\_ Authorized Quantity \_\_\_\_\_ 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 the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section. Proposed Rate \_\_\_\_\_ Proposed Quantity \_\_\_\_\_ 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 the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section. Authorized Rate \_\_\_\_\_ Authorized Quantity \_\_\_\_\_ 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 the \_\_\_\_\_ Quarter of Section \_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ (E/W), in \_\_\_\_\_ County, Kansas, \_\_\_\_\_ feet North \_\_\_\_\_ feet West of Southeast corner of section. Proposed Rate \_\_\_\_\_ Proposed Quantity \_\_\_\_\_ 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) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

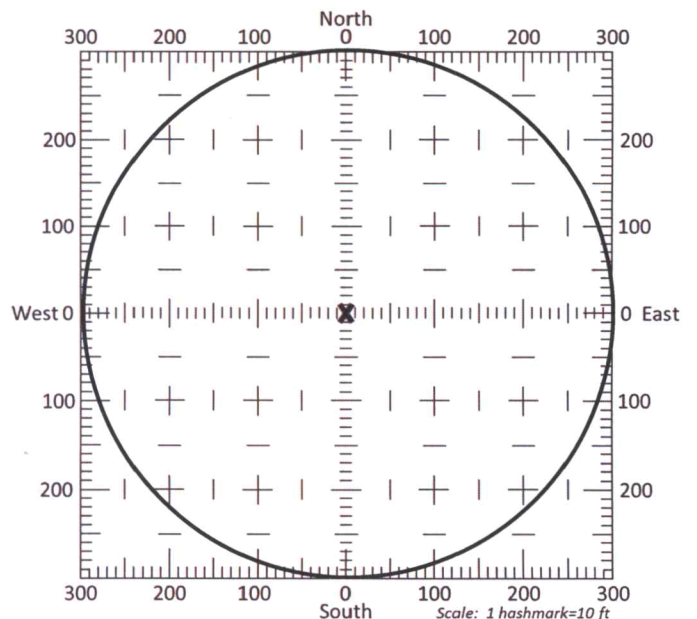
9. The change(s) (was)(will be) completed by?  
 \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_

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

3. *Continued:* The presently authorized place of use is:

Owner of Land ---- NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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			

Owner of Land ---- NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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				

Owner of Land ---- NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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					

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: ROBERT M BINKLEY AND TAMMY L BINKLEY  
ADDRESS: 66 COUNTY ROAD 397 BAY CITY TEXAS 77141

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	28	30W	33	40	40	40													40	40	33	40	306
32	27	30W																	32.5	32.5	21.5	32.5	119
4	28	30W	28	30	32	32									32	32	32	32	32	32	32	32	410

Owner of Land ---- NAME: ROBERT M BINKLEY AND TAMMY L BINKLEY  
ADDRESS: 66 COUNTY ROAD 397 BAY CITY TEXAS 77141

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	28	30W					40	40	40	40	40	38	28	40									306
18	28	30W	40	35	30	40	40	40	40													305	
8	28	30W									40	40	40	40									160

Owner of Land ---- NAME: ROBERT M BINKLEY AND TAMMY L BINKLEY  
ADDRESS: 66 COUNTY ROAD 397 BAY CITY TEXAS 77141

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						
7	28	30W											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).

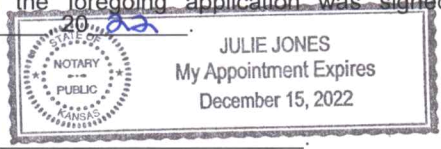
I hereby verify, being first duly sworn upon my oath or affirmation and under penalty of perjury, that I am of lawful age and the owner, the spouse of the owner, or a duly authorized agent of the owner(s) to make this application on their behalf, in regards to the water right(s) to which this application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

Dated at Garden City, Kansas, this 25<sup>th</sup> day of February, 2022.

<u>Robert M Brinkley</u> (Owner)	_____	(Spouse)
<u>Robert M Brinkley</u> (Please Print)	_____	(Please Print)
_____	_____	(Spouse)
_____	_____	(Please Print)
_____	_____	(Spouse)
_____	_____	(Please Print)
_____	_____	(Spouse)
_____	_____	(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 25 day of February, 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



**SUMMARY ORDER APPROVING APPLICATION FOR CHANGE AND IMPOSING CONDITIONS**

This Summary Order is issued under authority of K.S.A. 82a-708b, as amended, and K.A.R. 5-5-1, *et seq.* and other applicable provisions of the *Kansas Water Appropriation Law, K.S.A. 82a-701 et. seq.*, and rules and regulations promulgated thereunder, With the exception of those conditions expressly contained herein, this Summary Order does not change the terms, conditions and limitations of File No. 457.

1. A change application was received on February 25, 2022 requesting that the place of use and / or point of diversion authorized under the above-referenced file number be changed as described in the application.
2. On and after the effective date of this summary order, the authorized place(s) of use shall be located substantially as shown on the topographic map accompanying the application to change the place of use.  Applicable  Not Applicable
3. The change in point of diversion shall not impair existing rights and shall be limited to the same source or sources of water as previously authorized. The point of diversion authorized by this summary order shall be located within a \_\_\_\_\_ foot radius of the authorized point(s) of diversion.  Applicable  Not Applicable
4. The point(s) of diversion described herein is administratively corrected to be more accurately described using the Global Positioning System (GPS), as described in the application.  Applicable  Not Applicable
5. The point(s) of diversion authorized herein shall not actually be located more than \_\_\_\_\_ feet from the previously authorized point(s) of diversion.  Applicable  Not Applicable
6. As required by K.A.R. 5-3-5d, if the works for diversion is a well with a diversion rate of 100 gallons per minute or more, a tube or other device suitable for making water level measurements shall be installed, operated and maintained in accordance with K.A.R. 5-6-13.  Applicable  Not Applicable
7. **The owner of the authorized place(s) of use shall properly install an acceptable water flow meter on or before December 31, 2022**, or before the first use of water, whichever occurs first. The water flow meter shall be installed, operated and maintained in accordance with K.A.R. 5-1-4 through 5-1-12. As required by K.S.A. 82a-732, as amended, and K.A.R. 5-3-5e, the owner shall maintain records and report the reading of the water flow meter and the total quantity of water diverted annually to the Chief Engineer by March 1 following the end of each calendar year.  Applicable  Not Applicable
8. **Installation of the works for diversion of water shall be completed on or before December 31, 2022**, or within any authorized extension of time. By March 1, 2022 the applicant shall notify the Chief Engineer that construction of the works for diversion has been completed, on the form provided by the Chief Engineer, as required by K.A.R. 5-8-4e.  Applicable  Not Applicable
9. **The completed well log shall be submitted with the required notice.**  Applicable  Not Applicable
10. All diversion works into which any type of chemical or other foreign substance will be injected into the water shall be equipped with an in-line, automatic, quick-closing check valve capable of preventing pollution of the source of the water supply. The check valve(s) shall be installed, operated and maintained in accordance with K.A.R. 5-3-5c.  Applicable  Not Applicable
11. Additional Conditions are attached.  Yes  No
12. In accordance with K.S.A. 82a-708a, as amended and K.A.R. 5-5-14, all of the owners of the authorized place(s) of use of water appropriated under the above-referenced file number are responsible for compliance with its terms, conditions and limitations, as amended and/or supplemented by this Summary Order, and with applicable provisions of the *Kansas Water Appropriation Law* and the *Rules and Regulations* promulgated thereunder. Failure to comply with these provisions may result in civil penalties pursuant to K.S.A. 82a-737, as amended, and/or the suspension or revocation and dismissal of the water or appropriation right or any other enforcement actions authorized by law.

**Administrative Appeal and Effective Date of Order**

If you are aggrieved by this order, pursuant to K.S.A. 82a-1901, you may request an evidentiary hearing before the Chief Engineer or request administrative review by the Secretary of Agriculture. A request for hearing by the Chief Engineer must be filed within **15 days** of service of this Order and a request for administrative review by the Secretary must be filed within **30 days** pursuant to K.S.A. 77-531. Any request for administrative review must state a basis for review pursuant to K.S.A. 77-527. File any request with **Kansas Department of Agriculture, Legal Division, 1320 Research Park Drive, Manhattan, KS 66502**. Failure to timely request a hearing or review may preclude review under the Kansas Judicial Review Act.

*For Use by Register of Deeds*

FOR OFFICE USE ONLY  
**APPLICATION APPROVED AND  
SUMMARY ORDER ISSUED**

By: Michael A. Meyer  
Duly Authorized Designee of the Chief Engineer

(Print Name): MICHAEL A. MEYER  
Division of Water Resources - Kansas Department of Agriculture

Date of Issuance: April 12, 2022

State of Kansas )

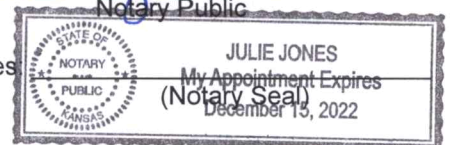
County of Ginney ) SS

Acknowledged before me on April 12, 2022

by Michael A. Meyer

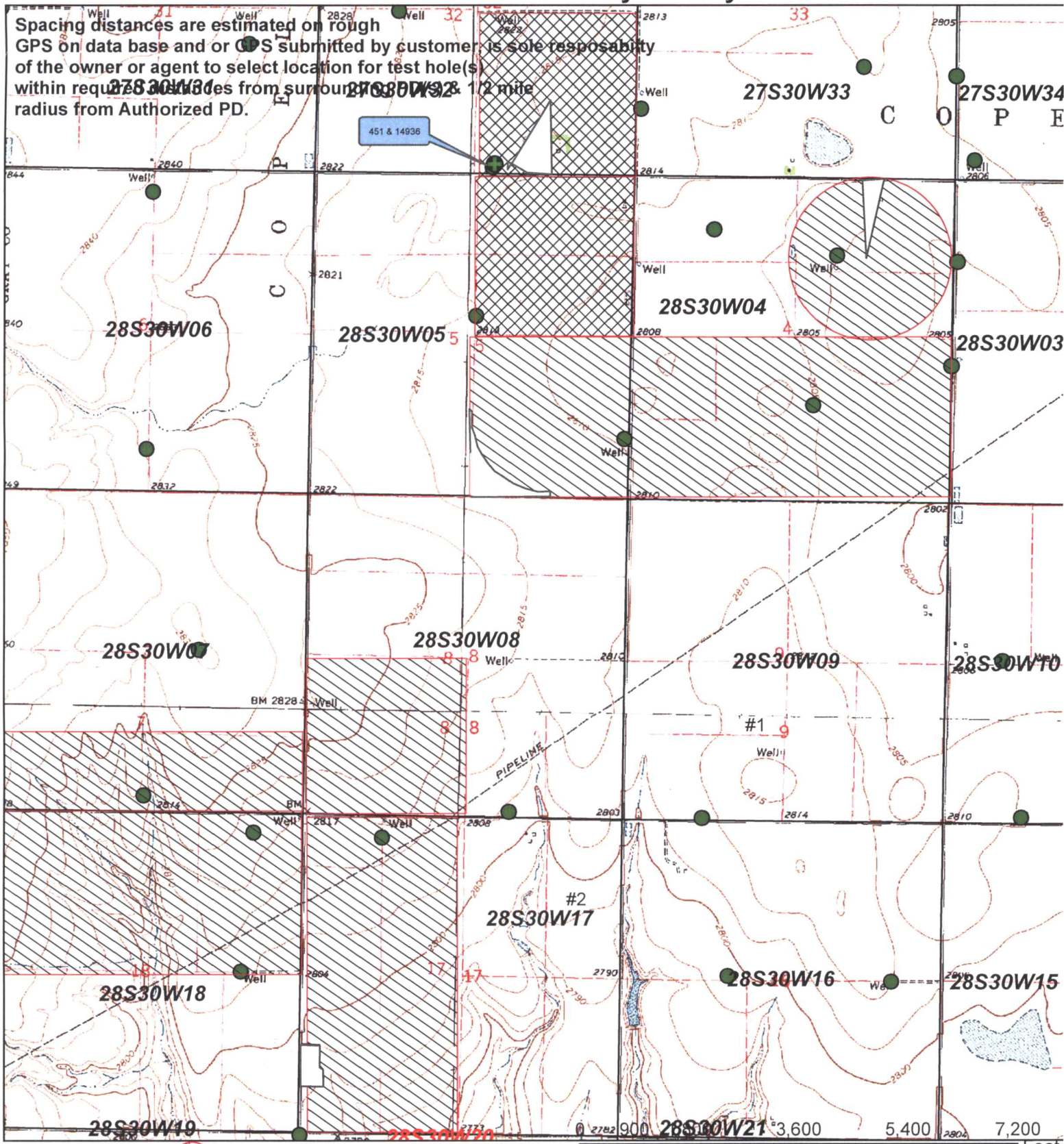
Signature: Julie Jones  
Notary Public

My commission expires \_\_\_\_\_  
My Appointment Expires  
(Notary Seal)  
December 13, 2022



# Place of Use Change WR(s) 451 & 14936 T27 R30W Sec 32 Gray County

Spacing distances are estimated on rough GPS on data base and or GPS submitted by customer of the owner or agent to select location for test hole(s) within required radiuses from surrounding wells. Applicant is sole responsibility.



- Authorized PD
- Requested PD
- Point of Diversion
- Active Water Right w/in 1/2 mile
- + domestic well w/in 1/2 mile
- Authorized PU
- Requested PD
- Half Mile Radius
- #1 Water Right No
- #2 Water Right No
- #3 Water Right No

**Water Right w/in 1/2 mile & Owner(if apply)**



Feet  
0 900 1,800 2,700 3,600 5,400 7,200

**Applicant Signature & Date**

*By signing this map the applicant is aware that no other wells (Irrigation, Domestic, Industrial etc) are within the 1/2 mile radius circle.*

**TRUSTEES' DEED WITH AFFIDAVIT**

This indenture made this 2<sup>nd</sup> day of December, 2021, by and between Gary L. Jantz and Vernice F. Jantz, Trustees of the Gary and Vernice Jantz Trust, under agreement dated June 29, 2021, as Grantor, and Robert M. Binkley and Tammy L. Binkley d/b/a Sunset Farms, as Grantee.

The Grantors, by virtue of the terms and provisions of said trust agreement, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, sell and convey to Grantees, the following described real estate located in Gray County, Kansas, to-wit:

Northeast Quarter (NE/4) of Section Four (4), Township Twenty-eight (28) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., LESS AND EXCEPT a tract of land located in the Northeast Quarter (NE/4) of Section Four (4), Township Twenty-eight (28) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., described as: Beginning at a point on the North line (assumed bearing N89°42'05"E) of the Northeast Quarter (NE/4) of Section 4 and 1165.20 feet west of the Northeast corner of said NE/4; thence S00°18'52"W, 346.12 feet; thence N88°34'54"W, 30.30 feet; thence S07°21'54"W, 742.41 feet; thence N89°51'02"W, 57.49 feet; thence N09°35'50"W 877.16 feet; thence S89°36'28"W, 27.75 feet; thence N00°26'04"E, 214.95 feet to the north line of said NE/4; thence N89°42'05"E, along said north line, 357.22 feet to the Point of Beginning, containing 5.54 acres, including 0.29 acres of County Road Right-of-Way; and

The North Half (N/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Twenty-eight (28), Range Thirty (30) West of the 6<sup>th</sup> P.M.; and

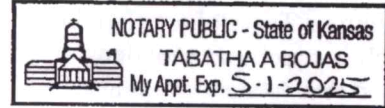
Southeast Quarter (SE/4) of Section Thirty-two (32), Township Twenty-seven (27), Range Thirty (30) West of the 6<sup>th</sup> P.M., LESS AND EXCEPT a tract of land located in the Southeast Quarter (SE/4) of Section Thirty-two (32), Township Twenty-seven (27) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., described as: Beginning at a point on the South line of said SE/4 (assumed bearing N89°41'25"E) and 1307.47 feet West of the Southeast corner of said SE/4, said Point of Beginning being monumented with a 1/2" capped rebar (LS 1073); thence N00°06'49"W, 721.48 feet to a 1/2 " capped rebar (LS 1073); thence S89°41'25"W, 397.30 feet to a 1/2 " capped rebar (LS 1073); thence S31°35'30"W, 209.22 feet to a 1/2" capped rebar (LS 1073); thence S00°10'18"E, 543.87 feet to a 1/2" capped rebar (LS 1073) on the South line of said SE/4; thence N89°41'25"E, along said South line, 506.71 feet to the Point of Beginning, containing 8.17 acres, including 0.41 acres of County Road Right of Way.

except and subject to oil and gas leases, restrictions, reservations, and easements, of record, if any.

GARY AND VERNICE JANTZ TRUST, UNDER  
AGREEMENT DATED JUNE 29, 2021

Gary L. Jantz  
Gary L. Jantz, Trustee

Vernice F. Jantz  
Vernice F. Jantz, Trustee



STATE OF Kansas, COUNTY OF Finney, ss:

Tabatha A Rojas  
5-1-25

The foregoing instrument was subscribed, acknowledged and sworn to before me this 2nd day of December, 2021, by Gary L. Jantz and Vernice F. Jantz, Trustees of the Gary and Vernice Jantz Trust, under agreement dated June 29, 2021, on behalf of the Trust.

Tabatha A Rojas  
Notary Public

My Appointment Expires: 5-1-2025

**GENERAL WARRANTY DEED**

DATED: 12-2-2012

Emery F. Josserand, LLC, a Kansas limited liability company, as "Grantor"

Conveys and Warrants to:

Robert M. Binkley and Tammy L. Binkley, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, as "Grantees"

all of the following described real estate situated in the County of Gray and the State of Kansas, to-wit:

West Half of the Southeast Quarter (W/2 SE/4) of Section Five (5), Township Twenty-eight (28) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., Gray County, Kansas;

for the sum of Ten Dollars (\$10.00) and other valuable consideration.

EXCEPT AND SUBJECT TO: Easements, restrictions and reservations of record.

Emery F. Josserand, LLC,  
a Kansas limited liability company

By: Lance Josserand, President  
Lance Josserand, President

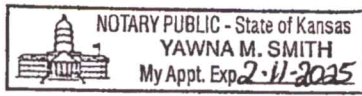
STATE OF KANSAS, COUNTY OF Harvey, SS:

BE IT REMEMBERED, that on this 2<sup>nd</sup> day of December, 2021, before me the undersigned, a notary in and for the county and state aforesaid, came Lance Josserand, as President of Emery F. Josserand, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Yawna M. Smith  
Notary Public

My Commission Expires:



**CORPORATION GENERAL WARRANTY DEED**

DATED: 12-10, 2021

Woodford-O'Brate, Inc., a Kansas corporation, as "Grantor", conveys and warrants to Robert M. Binkley and Tammy L. Binkley, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, as "Grantee",

all of the following described real estate situated in the County of Gray and the State of Kansas, to-wit:

The surface and water rights only in and to all of the Northeast Quarter (NE/4) of Section Eighteen (18), Township Twenty-eight (28) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., Gray County, Kansas; and,

The surface and water rights only in and to all of the West Half (W/2) of Section Seventeen (17), Township Twenty-eight (28) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., Gray County, Kansas, excluding the following described tract:

Beginning at the Southwest corner of the Southwest Quarter (SW/4) of said Section 17; thence N 90°00'00"E (assumed bearing), along the South line of said Southwest Quarter, 1,025.00 feet; thence N 00°00'00"E, 532.00 feet; thence on a curve to the right with a radius of 2650.00 feet, a central angle of 25 °26'45", a chord length of 1167.25 feet and a chord bearing of N 39°17'48" W, an arc distance of 1176.90 feet; thence S 89°07'27"W, 282.00 feet to a point on the West line of said Southwest Quarter; thence S 00°09'04"W, along the West line of said Southwest Quarter, 1431.00 feet to the point of beginning, containing 24.87 acres, including 1.15 acres of county road right-of-way.

for the sum of Ten Dollars (\$10.00) and other valuable consideration.

EXCEPT AND SUBJECT TO: Easements, restrictions and reservations of record.

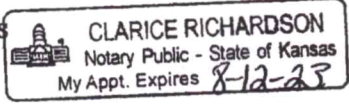
WOODFORD-O'BRATE, INC.,  
A KANSAS CORPORATION

By:   
Michael O'Brate, President

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

*Clarice Richardson*  
\_\_\_\_\_  
Notary Public

My Commission Expires





27S31W36 27S30W31

27S30W32

27S30W33

27S30W34

28S31W01

28S30W06

28S30W05

28S30W04

28S30W03

28S31W12

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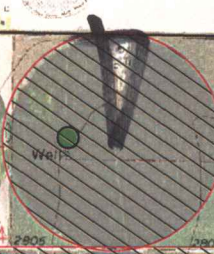
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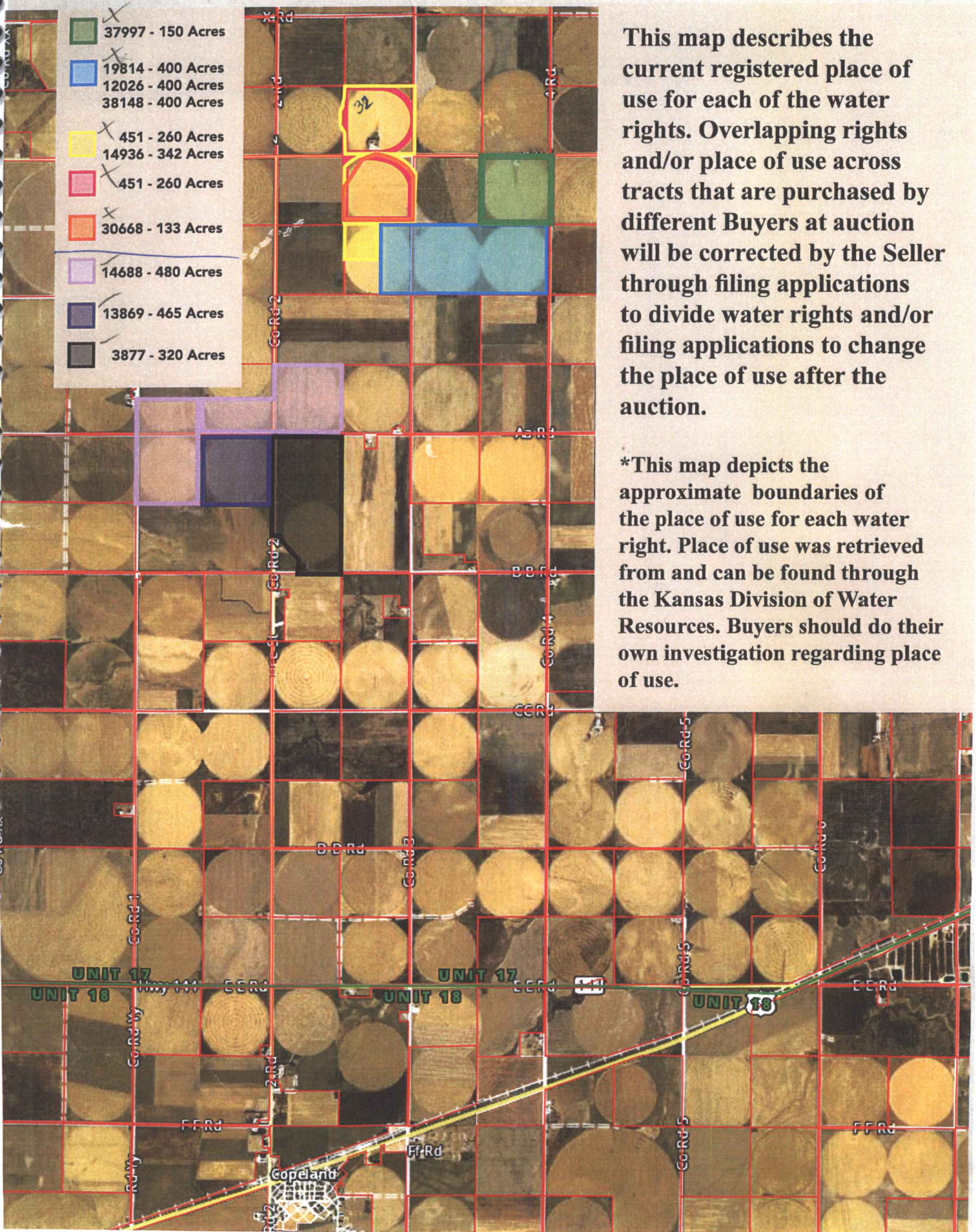


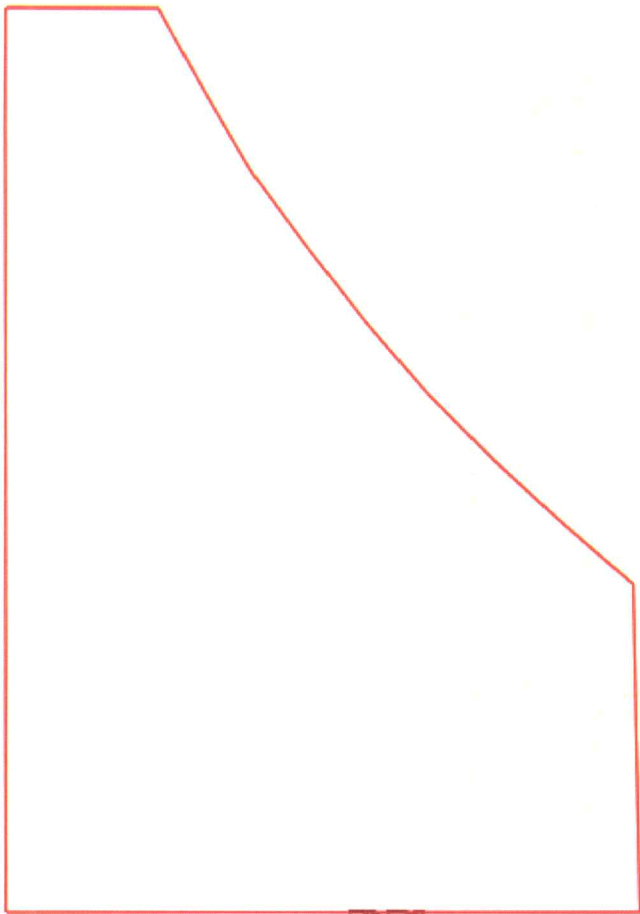


# Place of Use Map

This map describes the current registered place of use for each of the water rights. Overlapping rights and/or place of use across tracts that are purchased by different Buyers at auction will be corrected by the Seller through filing applications to divide water rights and/or filing applications to change the place of use after the auction.

\*This map depicts the approximate boundaries of the place of use for each water right. Place of use was retrieved from and can be found through the Kansas Division of Water Resources. Buyers should do their own investigation regarding place of use.





BbRd

Parcel Summary (For [Full Report click here](#))

 [Add to Multi-Parcel Report](#)

Parcel ID : 0352041700000003010

Owner Name : UNRUH, SHELBY & HEIDI

Location : 27506 2 RD Copeland, KS 67837.

Boundary Desc : S17, T28, R30W, ACRES 22.9 TRACT IN SW1/4 LESS RD ROW ON W & S SIDES, BEG 25' N & 40'E SW COR SW1/4 TH E ALG S LI 985'(S), TH N 507'(S), TH ON A CUR TO THE RT 1,176.90', W 242'(S) S 1,406'(S) TO POB..

Owner Information

Owner : UNRUH, SHELBY & HEIDI

Mailing Address : 27506 2 RD  
COPELAND, KS 67837  
8004

Property Details

 Zoom...

 Full R...



Bb

**Meyer, Mike [KDA]**

---

nation

UNRUH, SHELBY &  
HEIDI

s.

27506 2 RD  
COPELAND, KS 67837  
8004

*Mike*

# STATE OF TEXAS CERTIFICATION OF VITAL RECORD

## DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

Jan 20 2022

STATE OF TEXAS **CERTIFICATE OF DEATH** STATE FILE NUMBER **142-22-007041**

1. LEGAL NAME OF DECEASED (include AKA's, if any) (First, Middle, Last) <b>TAMMY LOU BINKLEY</b>			2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy) <b>JANUARY 15, 2022</b>		
3. SEX <b>FEMALE</b>			4. DATE OF BIRTH (mm-dd-yyyy) <b>SEPTEMBER 23, 1962</b>		5. AGE-Last Birthday (Years) <b>59</b>
7. SOCIAL SECURITY NUMBER <b>527-61-7687</b>			8. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed (but not remarried) <input type="checkbox"/> Divorced (but not remarried) <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		9. SURVIVING SPOUSE'S NAME (if spouse, give name prior to first marriage) <b>ROBERT MICHAEL BINKLEY</b>
10a. RESIDENCE STREET ADDRESS <b>66 COUNTY ROAD 397</b>			10b. APT. NO.	10c. CITY OR TOWN <b>BAY CITY</b>	
10d. COUNTY <b>MATAGORDA</b>		10e. STATE <b>TEXAS</b>		10f. ZIP CODE <b>77414-2885</b>	10g. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. FATHER/PARENT 2 NAME PRIOR TO FIRST MARRIAGE <b>LLOYD FOWLER</b>			12. MOTHER/PARENT 1 NAME PRIOR TO FIRST MARRIAGE <b>BEATRICE LOWRY</b>		
13. PLACE OF DEATH (CHECK ONLY ONE)					
IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA			IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)		
14. COUNTY OF DEATH <b>HARRIS</b>		15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO) <b>HOUSTON, 77030</b>		16. FACILITY NAME (if not institution, give street address) <b>M.D. ANDERSON CANCER CENTER</b>	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED <b>ROBERT MICHAEL BINKLEY - HUSBAND</b>			18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code) <b>66 COUNTRY ROAD 397, BAY CITY, TX 77414-2885</b>		
19. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Mausoleum <input type="checkbox"/> Other (Specify)			20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH <b>SHERMAN HOUCK, BY ELECTRONIC SIGNATURE - 112468</b>		21. <input checked="" type="checkbox"/> Unknown Section _____ Block _____ Lot _____ Space _____
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) <b>SOUTHEAST TEXAS CREMATORY</b>			23. LOCATION (City/Town, and State) <b>HOUSTON, TX</b>		
24. NAME OF FUNERAL FACILITY <b>TAYLOR BROS. FUNERAL HOME</b>			25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code) <b>2313 AVENUE I, BAY CITY, TX 77404-0669</b>		
26. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.					
27. SIGNATURE OF CERTIFIER <b>JEENA VARGHESE, BY ELECTRONIC SIGNATURE</b>			28. DATE CERTIFIED (mm-dd-yyyy) <b>JANUARY 19, 2022</b>	29. LICENSE NUMBER <b>N7977</b>	30. TIME OF DEATH (Actual or presumed) <b>08:05 PM</b>
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code) <b>JEENA VARGHESE 1515 HOLCOMBE BLVD., UNIT 1461, HOUSTON, TX 77030</b>					32. TITLE OF CERTIFIER <b>MD</b>
33. PART 1: ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.  IMMEDIATE CAUSE (Final disease or condition -> resulting in death) <b>a. MALIGNANT PLEURAL EFFUSION</b> Due to (or as a consequence of): <b>b. METASTATIC THYROID CANCER</b> Due to (or as a consequence of): <b>c.</b> Due to (or as a consequence of): <b>d.</b>					Approximate interval Onset to death <b>9 DAYS</b> <b>1.5 YRS</b>
PART 2: ENTER OTHER CAUSE GIVEN IN PART 1			SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING		
34. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No		
36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Previously <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		38. IF FEMALE: <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year	
39. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)		40a. DATE OF INJURY (mm-dd-yyyy)			
40b. TIME OF INJURY		40c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		40d. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)	
40e. LOCATION (Street and Number, City, State, Zip Code)				40f. COUNTY OF INJURY	
41. DESCRIBE HOW INJURY OCCURRED					
42a. REGISTRAR FILE NO.		42b. DATE RECEIVED BY LOCAL REGISTRAR		42c. REGISTRAR <i>Tara Das</i>	

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000. (Health and Safety Code, Sec. 195, 1989)

VS-112 REV 12/2006

Q A 2 1 1 7 1 3 6 4

EDR NUMBER 00004445251109

This is a true and correct copy of the record as registered in the State of Texas. Issued under the authority of Section 191.051, Health and Safety Code.

ISSUED Jan 21 2022

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

TARA DAS  
STATE REGISTRAR

ERI



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is by and between the Shelby Unruh and Heidi Unruh, husband and wife, hereinafter referred to as "Seller", and Robert M. Binkley, hereinafter referred to as "Purchaser".

For and in consideration of the payment of the purchase price for the following described Property and the mutual promises and agreements set forth in this Contract, Seller and Purchaser agree as follows:

1. Description of Property. Seller agrees to sell and Purchaser agrees to purchase the real estate commonly known as 27506 2 Road, in Copeland, Gray County, Kansas, more specifically known as:

Tract of land located in the Southwest Quarter (SW/4) of Section Seventeen (17), Township Twenty-eight (28) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., Gray County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Section 17 being a found  $\frac{3}{4}$ " rebar, Campbell; thence North  $01^{\circ}20'34''$  East on the West line of said Section 17 a distance of 764.00 feet to the point of beginning being a set  $\frac{1}{2}$ " rebar, Parks cap typical; thence continuing North  $01^{\circ}20'34''$  East on said West line of Section 17 a distance of 667.00 feet to a found magnetic nail, Campbell; thence South  $89^{\circ}31'40''$  East a distance of 282.00 feet to a found  $\frac{1}{2}$ " rebar, Campbell; thence on a non-tangential curve to the left having a delta angle of  $05^{\circ}46'21''$ , a radius of 2650.00 feet, an arc length of 266.98 feet, a chord length of 266.87 feet, and a chord bearing of South  $28^{\circ}18'37''$  East to a set  $\frac{1}{2}$ " rebar; thence South  $01^{\circ}20'34''$  West a distance of 439.36 feet to a set  $\frac{1}{2}$ " rebar; thence North  $88^{\circ}39'26''$  West a distance of 414.00 feet to the point of beginning, containing 6.0 acres, more or less; and,

A tract of land located in the Southwest Quarter (SW/4) of Section Seventeen (17), Township Twenty-eight (28) South, Range Thirty (30) West of the 6<sup>th</sup> P.M., Gray County, Kansas, described as:

Beginning at the Southwest corner of the Southwest Quarter (SW/4) of Section 17; thence  $N90^{\circ}00'00''$  (assumed bearing), along the South line of said Southwest Quarter, 1,1025.00 feet; thence  $N00^{\circ}00'00''E$ , 532.00 feet; thence on a curve to the right with a radius of 2,650.00 feet, a central angle of  $25^{\circ}26'45''$ , a chord length of 1,176.90 feet; thence  $S89^{\circ}07'27''W$ , 282.00 feet to a point on the West line of said Southwest Quarter; thence  $S00^{\circ}09'04''W$ , along

the West line of said Southwest Quarter 1,431.00 feet to the point of beginning, containing 24.87 acres, including 1.15 acres of county road right-of-way;

This Contract is for the sale of the real estate, the residence and any outbuildings located thereon with all appurtenances, permanent improvements, fixtures and appliances now on the premises, excluding the refrigerator (collectively the "Property").

2. Purchase Price. The purchase price for the above described Property is the total sum of Five Hundred Fifty Thousand Dollars (\$550,000.00) which shall be paid as follows:

- (a) Purchaser shall pay to Seller the sum of Twenty-five Thousand Dollars (\$25,000.00) upon the execution of this Contract.
- (b) Purchaser further agrees to pay the balance of the purchase price in the amount of Five Hundred Twenty-five Thousand Dollars (\$525,000.00) on the date of closing unless additional time is needed to provide marketable title.

3. Possession. Possession of the Property shall be granted to Purchaser upon closing of this Contract.

4. Proof of Marketable Title. Seller agrees to execute, acknowledge and deliver to Purchaser at the time of closing, a good and sufficient general warranty deed conveying marketable title to the above described Property to Purchaser. It is agreed that within a reasonable time prior to the time of closing, Seller shall deliver to Purchaser a commitment for an owner's policy of title insurance in the amount of the purchase price covering the above described real estate which shall insure Purchaser against loss or damage by reason of any defects in the title of said real estate, subject to the above exceptions. Upon receipt of title insurance commitment, Purchaser shall have a reasonable time, not to exceed fifteen (15) days, to examine the same and to return it to Seller with any written objections relative to the marketability of the title. Any objections not so furnished shall be deemed to be waived by Purchaser. If valid objections are made to the marketability of title, Seller may then, at Seller's option, either correct such objections and make the title marketable or in lieu thereof, furnish an owner's policy of title insurance for the amount of said purchase price, which would insure against loss or damage by reason of such objections. Seller shall have, in any event, a reasonable time in which to satisfy any valid objections as to the marketability of the title and, if legal proceedings are required, they shall be begun promptly and shall be completed within a reasonable time. If Seller is unable to furnish marketable title as herein provided, this Contract shall become null and void, and the escrow agent shall return to Purchaser all monies paid by Purchaser and to Seller the deed, and any other documents shall be returned to the party who deposited the same with the escrow agent, whereupon all parties shall be released from further liability hereunder.

The cost of the title insurance policy shall be split equally between Seller and Purchaser. The costs of reviewing the commitment shall be Purchaser's responsibility. The costs of clearing any title defects shall be Seller's responsibility.

5. Utilities. Seller agrees to leave all utilities serving the Property on until the Closing Date and to control the temperature so as to avoid freezing of water lines. Seller will request all utility companies to read meters on the Closing Date for billing purposes but not to turn off such services. All utility costs through the meter reading on the Closing Date shall be paid by Seller.

6. Lead-Based Paint. Seller has no knowledge of any lead-based paint or lead-based paint hazards on the Property. Seller also declares that there are no records or reports in Seller's possession which were prepared in relation to any evaluations of the Property concerning lead-based paint and/or lead-based paint hazards located on the Property, and no such records or reports may be obtained by reasonable investigation.

Purchaser affirms that:

- (a) He has received from Seller the above referenced information regarding lead-based paint and lead-based paint hazards on the Property;
- (b) Purchaser has been provided with an EPA-approved pamphlet containing information on lead-based paint and lead-based paint hazards;
- (c) Purchaser was provided with a ten (10) day period to inspect the Property and evaluate the risks arising from the presence of any lead-based paint or lead-based paint hazard on the Property; and
- (d) Purchaser has waived his right to conduct such inspection and evaluation; and Purchaser has had the opportunity to read the attached Lead Warning Statement.

7. Registered Offenders Notice. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those new registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

8. Radon Notice. Every buyer of residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law

requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

Purchaser understands that the Seller has not made any investigation to determine whether there is or will be radon gas in the Property. The Seller makes no representations or warranties as to the presence or lack of radon gas in the Property, or as to the effect of radon gas or any such condition on the Property or the resident. Purchaser may, at Purchaser's expense, conduct an inspection to determine the presence of radon gas in the Property.

9. Termite Inspection. It is agreed by the parties that Purchaser may have the premises inspected at Purchaser's expense, for the presence of termites and/or termite damage within ten (10) days from the date hereof. Failure to have such inspection conducted shall constitute a waiver by Purchaser of such inspection rights. If termites and/or termite damage is disclosed by said inspection, the fact of existence of termites and/or extent of damage shall be communicated in writing to Seller within two (2) days after said inspection is made. Thereupon, Seller shall have two (2) days to elect whether to repair said damage and exterminate said termites at Seller's expense or to terminate this Contract. If Seller elects to repair the damage and exterminate the termites, the repair and extermination shall be commenced promptly and completed within ten (10) days. If Seller elects to terminate the Contract, written notice of the election shall be given within the election period to Purchaser and escrow agent; and thereupon, the earnest money shall be returned to Purchaser and all other items to the parties depositing the same with the escrow agent, marked "Canceled" and signed by escrow agent.

10. Other Inspections. It is agreed by the parties that Purchaser, at Purchaser's expense, may enter the premises to make such legal, actual and other inquiries, tests, and investigations as Purchaser deems necessary or appropriate with respect to the Property including, but not limited to, the structural, sub-structural, environmental, roof, electrical and mechanical condition thereof, and of all appurtenances, facilities and equipment thereon. Such investigation and tests are anticipated to include, but are not limited to, an environmental audit of the physical components of all portions of the Property including, without limitation, friable asbestos, hazardous and toxic materials and underground storage tanks, such facts as an accurate survey would show, zoning, restrictions and applicable city, county and state regulations applicable to the Property. Any damage to the premises caused by the investigations shall be repaired at the expense of Purchaser.

The above described investigations are to be completed within ten (10) days from the date of this Contract. Failure to have such inspection conducted shall constitute a waiver by Purchaser of such inspection rights. In the event Purchaser determines that the results of said investigations require remedial action and expense that Purchaser is unwilling to undertake, the results of the investigations and Purchaser's position with respect thereto shall be communicated to Seller in



writing within two (2) days from the date of Purchaser's receipt of the results of such investigations. Seller shall then have the option to take the remedial action, at Seller's expense, and complete the corrective measures within a reasonable time, not to exceed ten (10) days from the date of said notice. If neither party elects to undertake and pay for the corrective measures, this Contract shall be deemed terminated, the escrow deposit shall be returned to Purchaser, and whereupon this Contract shall become null and void.

11. Waiver. Purchaser hereby freely makes the following waiver:

I HAVE CAREFULLY INSPECTED THE PROPERTY, SUBJECT TO ANY INSPECTIONS ALLOWED UNDER MY CONTRACT WITH SELLER (AND REPAIRS TO BE MADE AS THEREIN REQUIRED), I AGREE TO PURCHASE THE PROPERTY IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER CONCERNING THE CONDITION OR VALUE OF THE PROPERTY, OTHER THAN THESE EXPRESSLY MADE IN THIS CONTRACT. I AGREE TO VERIFY ANY OF THE ABOVE INFORMATION THAT IS IMPORTANT TO ME BY AN INDEPENDENT INVESTIGATION OF MY OWN. I HAVE BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS. I ACKNOWLEDGE THAT SELLER IS NOT AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY. I STATE THAT NO IMPORTANT REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY ME EXCEPT AS DISCLOSED ELSEWHERE IN THIS CONTRACT OR AS FULLY SET FORTH AS FOLLOWS:  
NONE

12. Real Estate Taxes and Assessments. Seller shall be responsible for all real estate taxes and assessments for the year 2021 and all prior years. Real estate taxes for the year 2022 shall be prorated to the date of closing. In the event the amount of the taxes for the year of closing has not been established as of the closing date, such proration shall be based upon the taxes for the previous year. Purchaser shall be responsible for all subsequent real estate taxes and assessments.

13. Closing. This Contract shall be closed at such place as is mutually agreeable to Seller and Purchaser on or before April 18, 2022.

14. Insurance. The insurance covering the improvements located upon said real estate now in effect shall be kept in force by Seller until the date of closing. In the event of loss or damage to said improvements by fire, hail, windstorm, or other casualty which is covered by said insurance, before Purchaser takes possession, then the proceeds of said insurance shall be used by

Seller to repair such damage, or at the option of Purchaser, applied to reduce the purchase price of the Property.

If said proceeds are inadequate to restore the premises to substantially its condition prior to said loss, then this Contract may, at the option of Purchaser, become null and void, and the escrow agent shall return to Purchaser all monies paid by Purchaser and to Seller the deed, and any other documents shall be returned to the party who deposited the same with the escrow agent, whereupon all parties shall be released from further liability hereunder.

15. Escrow. All documents and funds necessary for completion of this transaction shall be placed in escrow with High Plains Title in Dodge City, Kansas. The said escrow agent shall perform such duties as set forth in this Contract and any additional duties set forth in written instructions and signed by Seller and Purchaser and accepted by escrow.

16. Escrow Instructions. Seller and Purchaser agree that the properly executed deed of conveyance from Seller to Purchaser, together with the earnest money deposit and a copy of this Contract, shall be held by the escrow herein. The aforementioned deed shall be delivered to Purchaser upon closing and final payment by Purchaser to Seller of the balance of the purchase price. The escrow agent shall be liable as a depository only. The escrow agent shall not be liable for collection of items until the proceeds of the same in actual cash have been received, nor shall it be liable for the default in any payment, nor the outlawing of any rights under the Statute of Limitations in respect to any documents deposited, nor for interest on the deposit of money. It may rely upon any paper, document or other writing believed by it to be authentic in making any delivery of money or property hereunder. In accepting any funds, securities or documents delivered hereunder, it is agreed and understood that, in the event of disagreement between the persons herein mentioned or persons claiming under them, or any of them, the escrow agent will and does reserve the right to hold all money, securities and property in its possession, and all papers in connection with or concerning this escrow until a mutual agreement has been reached between all of said parties or until delivery is legally authorized by final judgment or decree of court. Upon final payment hereunder, escrow shall deliver the deed of conveyance and abstract of title to Purchaser and shall deliver the final payment to Seller.

Seller and Purchaser agree that the escrow charges and closing costs, if any, shall be paid one-half (1/2) by Seller and one-half (1/2) by Purchaser. This specifically does not refer to any closing costs associated with any financing the Purchaser may obtain. Any and all costs associated with Purchaser obtaining financing shall be the sole responsibility of the Purchaser.

17. Time is of the Essence. Time is made of the essence of this Contract.

18. Default.

(a) If Purchaser fails to perform any obligation under this Contract, Seller may, at Seller's option at any time thereafter, give written notice of such default to Purchaser, and inform Purchaser that unless such default is cured on or before the

expiration of ten (10) days from the date of such notice, this Contract shall, upon the expiration of said ten (10) day period automatically terminate. In the event Purchaser fails to cure all such defaults within such ten (10) day period, this Contract shall, upon the expiration of such period, automatically terminate without the necessity of any further notice from, or action on the part of, Seller. In such event, Seller may elect to have the earnest money paid over to Seller as liquidated damages, and not as a penalty, or Seller may elect to pursue such other remedies as are allowed by law or in equity.

- (b) If Seller fails to perform any obligation under this Contract, Purchaser may, at Purchaser's option at any time thereafter, give written notice of such default to Seller, and inform Seller that unless such default is cured on or before the expiration of ten (10) days from the date of such notice, this Contract shall, upon the expiration of said ten (10) day period automatically terminate. In the event Seller fails to cure all such defaults within such ten (10) day period, this Contract shall, upon the expiration of such period, automatically terminate without the necessity of any further notice from, or action on the part of, Purchaser. In such event, Purchaser shall have the earnest money paid refunded, and may elect to pursue such other remedies as are allowed by law or in equity.
- (c) The parties acknowledge that the holder of the earnest money is prohibited by law from distributing the earnest money without the consent of Seller and Purchaser. Seller and Purchaser agree that failure by either party to respond in writing to a notice of a proposed distribution received from the holder of said earnest money within three (3) days of receipt thereof shall constitute consent to distribution of the earnest money as proposed in any such notice.
- (d) The prevailing party in any litigation between the parties arising under this Contract shall be entitled to recover from the other its reasonable attorneys' fees.

19. Notices. All notices shall be served either personally, by recognized public or private express mail service, or by depositing the same in a United States Post Office, certified or registered mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to Seller:                   Shelby Unruh and Heidi Unruh  
  27506 2 Rd.  
  Copeland, KS 67837

If to Purchaser:               Robert M. Binkley  
  66 County Rd. 397  
  Bay City, TX 77414

Said notice shall be deemed to have been given when personally delivered, one (1) day after depositing the notice with a next day delivery service, or two (2) days after depositing the notice in the United States mail.

20. Assignment. This Contract and the rights and obligations hereunder shall not be assignable or transferable without the prior written consent of the parties.

21. Construction and Benefit. This Contract is intended to be performed in the State of Kansas and shall be construed and enforced in accordance with the laws of such state. This Contract shall extend to and become binding upon the heirs, executors and administrators, successors and assigns of the respective parties hereto, except as limited herein.

22. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and the terms hereof may not be amended, altered, or waived except in writing signed by all of the parties.

23. Costs. Purchaser agrees to pay all of the fees and costs of Davis & McCann, P.A., incurred to prepare this Contract, and to assist the parties in preparing for and arranging the closing, and any other work performed by Davis & McCann, P.A., that is not performed exclusively for Seller's benefit. Seller acknowledges that Davis & McCann, P.A., represents the Purchaser and does not represent Seller, and that Seller has been notified that Davis & McCann, P.A., will not be able to provide Seller with any legal advice, and Seller is responsible to obtain Seller's own legal representation. Unless specifically set forth in this Contract, all other costs shall be the responsibility of the party who incurs those costs.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date set forth opposite their respective signatures, and this Contract shall become effective as of the date of the last such signature.

Date: 3-24-22

Shelby Unruh  
Shelby Unruh

Date: 3-24-22

Heidi Unruh  
Heidi Unruh

"Seller"

Date: 3/24/22

Robert M. Hinkley  
Robert M. Hinkley

"Purchaser"

### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**REAL ESTATE SALE CONTRACT**

This contract is made and entered into on March 19, 2022, between Ryan and

Rhoda Jantz (a married couple) hereinafter referred to as Seller; and

Robert M. Binkley

\_\_\_\_\_ hereinafter referred to as Buyer. This contract governs the sale transaction between Seller and Buyer involving the residential real estate described below. The parties agree and bind themselves to the following provisions:

1. **PROPERTY:** Seller sells and conveys to Buyer and Buyer purchases from Seller the real estate in Gray County, Kansas, described as follows:

Common address: 3703 Y Road, Copeland, KS 67867

Legal address: S4, T28, R30W, Acres 5.2, Tract NE 1/4 DESC AS: BEG 35' S & 1, 165.20' W NE COR OF SAID QTR; TH S 311.12' (S), W 30.3', SLY 742.41', W 57.49', NLY 877.16', W 27.75', N 179.95' (S), E 357.22' TO POB in Gray County, Kansas.

2. **PRICE:** Buyer shall pay Seller \$390,000.00 as purchase price for the property in the following manner: \$10,000.00 shall be paid into escrow at High Plains Title, Dodge City, Kansas when this contract is signed. The balance of the purchase price \$380,000.00 shall be paid into escrow at closing. The escrow agent shall disburse net sale proceeds to Seller within five (5) business days after closing.

3. **CONDITION OF THE PROPERTY:** The above described real estate is a ranch-style home with attached 2-car garage and permanent improvements located in Copeland, Kansas (Gray County, Kansas). Buyer has inspected the house, garage, attached fixtures, permanent improvements and other appurtenances including the structural, electrical, heating, cooling and plumbing systems and related components. Buyer is aware of the property's condition and purchases the property in "as is" condition. Buyer purchases the property in its present condition only, without warranties or guaranties of any kind. Buyer waives any claim, right or cause of action relating to or arising from any condition of the property.

4. **LEAD BASED PAINT DISCLOSURE:** *Lead Warning Statement:* Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose health hazards if not properly managed. Lead exposure is especially harmful to young children and pregnant women. Seller in this transaction does not have or know any information concerning lead based paint and/or lead based paint hazards in the residential real property being sold herein, and it is Buyer's responsibility and expense to have the premises checked for any lead based paint hazard as per this notification requirement.

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MAR 31 2022

Garden City Field Office  
Division of Water Resources

5. **RADON DISCLOSURE:** Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires the seller to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all home buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to [www.kansasradonprogram.org](http://www.kansasradonprogram.org).

6. **RISK OF LOSS:** Risk of loss to the property shall remain with Seller until closing. Risk of loss shall pass to Buyer at closing. Seller shall keep the property insured against fire and extended casualty until closing. In the event of loss or damage to the property in an amount of \$25,000.00 or less before closing, the insurance proceeds shall be paid to Buyer or otherwise used to make the repairs and this contract shall remain in effect. Buyer shall be entitled to select the contractor and otherwise arrange for the repairs.

In the event of loss or damage to the dwelling and improvements in an amount exceeding \$25,000.00 before closing, either Seller or Buyer may cancel this contract by written notice to the other and the escrow agent, and upon such cancellation, the parties shall be released from this contract and Buyer's down payment refunded. The cancelling party shall pay the title insurance cost and escrow charges incurred prior to cancellation. To cancel under this provision, the written cancellation notice must be given within five (5) days after receiving the insurance adjuster report. If the contract is cancelled under this provision, Seller shall be entitled to all insurance proceeds. If neither party elects to cancel under this provision, then the insurance proceeds shall be paid to Buyer or otherwise used to make repairs and this contract shall remain in effect.

The insurance adjuster's report shall determine the damage value amount under this provision of the contract.

It will be Buyer's responsibility to insure the property at closing and any loss or damage to the property on or after closing will be Buyer's responsibility.

7. **POSSESSION:** Buyer shall have possession of the property at closing & upon full payment of the purchase price.

8. **TAXES:** Seller shall be responsible for 2021 & all prior year's taxes. 2022 taxes shall be prorated between Buyer and Seller.

9. **MARKETABLE TITLE:** Seller shall convey good and marketable title to the real estate to Buyer at closing. Buyer's obligation to complete this sale is conditioned upon receipt of good and marketable title at closing.



10. **PROPERTY LOCATION:** The property is sold "where is". No representation or warranty is made regarding boundary lines or location of improvements within boundary lines. Seller shall not be required to provide a survey or contribute to the cost of a survey in connection with this sale.

11. **DEED:** Seller shall execute and place in escrow with the contract a good and sufficient warranty deed conveying the property to Buyer, free of liens and encumbrances subject to public ordinances, easements and restrictions of record. The deed shall remain in escrow until full payment of the purchase price at closing. At closing, upon full payment of the purchase price, the escrow agent shall deliver the deed to the Buyer for recording. Recording the deed shall be Buyer's expense and responsibility.

12. **EVIDENCE OF TITLE:** The parties will obtain a title insurance commitment covering the property from a company authorized to insure real estate titles in the State of Kansas. The title commitment shall commit to insure marketable fee simple title upon recording the deed of conveyance subject to exceptions stated in the deed of conveyance. Buyer shall have seven (7) days after receiving the title commitment to notify Seller in writing of any valid objections according to Kansas Bar Association Title Standards. Seller shall make a diligent, good faith effort to cure any valid objections. Curing title shall be Seller's expense. The parties will thereafter obtain an owner's title insurance policy insuring marketable fee simple title in Buyer. The cost of providing the title insurance commitment and owner's title policy shall be paid one-half by Buyer and one-half by Seller at closing. Buyer shall be responsible for the cost of mortgage title insurance in connection with any loan financing purchase of the property.

13. **ESCROW:** High Plains Title, LLC, 107 Gunsmoke, Dodge City, Kansas, is appointed escrow agent for this transaction. This escrow agent is authorized to receive and disburse money and documents on behalf of the parties pursuant to this contract. The escrow agent is authorized to disburse costs of sale at closing including, but not limited to, attorney fees, property taxes and escrow charges. The escrow agent shall be provided an original signed copy of this contract. Buyer and Seller shall each pay one-half of the escrow charges and title insurance.

In the event a dispute arises between the parties regarding performance and completion of this contract, Buyer and Seller shall defend, indemnify and hold the escrow agent harmless from any liability, costs or expenses relative to the dispute including attorney fees incurred by the escrow agent.

14. **CLOSING:** This contract shall be closed on or before April 12, 2022, at the escrow agent's office. Closing will be extended a reasonable period as needed to complete title work or meet title requirements.

15. **DEFAULT:** Buyer and Seller shall have all remedies available at law or equity in case of breach of this contract including civil actions for specific performance or damages for breach of contract. Seller's choice of remedies in the event of Buyer's default shall include, but not be limited to, the right to cancel this contract by written notice to the Buyer's and

escrow agent, then recover and retain Buyer's down payment as liquidated damages. If Seller elects remedies of damages or specific performance for Buyer's breach of contract, Buyer agrees to pay and shall be liable for reasonable attorney fees and legal costs incurred by Seller prosecuting those remedies.

16. **PERSONS CONVICTED OF CRIMES:** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local Sheriff's office.

17. **ENTIRETY:** This written agreement is the only agreement between the parties concerning this subject matter. There are no side agreements. This written agreement supersedes all other verbal or written representations or agreements. This agreement may only be modified by a written agreement, which specifically states that it amends this agreement.

18. **BINDING:** This contract shall be binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the parties. This contract shall be construed and governed under Kansas law.

19. **DISCLOSURE:** Burkhart Real Estate & Auction is Seller's agent and represents Seller's interest, not Buyer's. Information given to Burkhart Real Estate & Auction will be disclosed to Seller. Buyer and Seller each acknowledge receiving the real estate brokerage relationship brochure.

**EXECUTED BY:**

Robert M Binkley  
Buyer Name

527-62-9821  
SSN

66 CR 397  
Address

Bay City Tx 77414  
City, State, Zip Code

520-254-1000  
Phone Number

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

Ryan Jantz  
Ryan Jantz (Print)

[Signature]  
Ryan Jantz (Signature)

511-90-2284  
SSN

14179 Harkney Valley Rd  
Address

Dardanelle Ar 72834  
City, State, Zip Code

620-668-0081  
Phone Number

**BUYER**

Rhoda Jantz  
Rhoda Jantz (Print)

[Signature]  
Rhoda Jantz (Signature)

451-85-6616  
SSN

14179 Harkney Valley Rd.  
Address

Dardanelle, Ar. 72834  
City, State, Zip Code

620-668-0082  
Phone Number

**SELLER**

**REAL ESTATE SALE CONTRACT**

This contract is made and entered into on March 19, 2022, between Ryan and Rhoda Jantz (a married couple) hereinafter referred to as Seller; and

Robert M. Binkley

\_\_\_\_\_, hereinafter referred to as Buyer. This contract governs the sale transaction between Seller and Buyer involving the residential real estate described below. The parties agree and bind themselves to the following provisions:

1. **PROPERTY:** Seller sells and conveys to Buyer and Buyer purchases from Seller the real estate in Gray County, Kansas, described as follows:

Common address: 2604 Y Road, Copeland, KS 67867

Legal address: S32, T27, R30W, Acres 7.8, Tract Desc As: BEG 35' N & 1307.47' W SE COR OF SE ¼; TH N 686.48' (S), W 397.3', SWLY 209.22', S 508.87' (S), E 506.71' TO POB in Gray County, Kansas.

2. **PRICE:** Buyer shall pay Seller \$360,000.00 as purchase price for the property in the following manner: \$10,000.00 shall be paid into escrow at High Plains Title, Dodge City, Kansas when this contract is signed. The balance of the purchase price \$350,000.00 shall be paid into escrow at closing. The escrow agent shall disburse net sale proceeds to Seller within five (5) business days after closing.

3. **CONDITION OF THE PROPERTY:** The above described real estate is a 4-bedroom home with wood siding, permanent improvements, a 30' x 50' metal shop, a 35' x 80' round-top shop, grain facility and various other outbuildings located in Copeland, Kansas (Gray County, Kansas). Buyer has inspected the house, garage, attached fixtures, permanent improvements and other appurtenances including the structural, electrical, heating, cooling and plumbing systems and related components. Buyer is aware of the property's condition and purchases the property in "as is" condition. Buyer purchases the property in its present condition only, without warranties or guaranties of any kind. Buyer waives any claim, right or cause of action relating to or arising from any condition of the property.

4. **LEAD BASED PAINT DISCLOSURE:** *Lead Warning Statement:* Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose health hazards if not properly managed. Lead exposure is especially harmful to young children and pregnant women. Seller in this transaction does not have or know any information concerning lead based paint and/or lead based paint hazards in the residential real property being sold herein, and it is Buyer's responsibility and expense to have the premises checked for any lead based paint hazard as per this notification requirement.

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6. **RISK OF LOSS:** Risk of loss to the property shall remain with Seller until closing. Risk of loss shall pass to Buyer at closing. Seller shall keep the property insured against fire and extended casualty until closing. In the event of loss or damage to the property in an amount of \$25,000.00 or less before closing, the insurance proceeds shall be paid to Buyer or otherwise used to make the repairs and this contract shall remain in effect. Buyer shall be entitled to select the contractor and otherwise arrange for the repairs.

In the event of loss or damage to the dwelling and improvements in an amount exceeding \$25,000.00 before closing, either Seller or Buyer may cancel this contract by written notice to the other and the escrow agent, and upon such cancellation, the parties shall be released from this contract and Buyer's down payment refunded. The cancelling party shall pay the title insurance cost and escrow charges incurred prior to cancellation. To cancel under this provision, the written cancellation notice must be given within five (5) days after receiving the insurance adjuster report. If the contract is cancelled under this provision, Seller shall be entitled to all insurance proceeds. If neither party elects to cancel under this provision, then the insurance proceeds shall be paid to Buyer or otherwise used to make repairs and this contract shall remain in effect.

The insurance adjuster's report shall determine the damage value amount under this provision of the contract.

It will be Buyer's responsibility to insure the property at closing and any loss or damage to the property on or after closing will be Buyer's responsibility.

7. **POSSESSION:** Buyer shall have possession of the property at closing & upon full payment of the purchase price.

8. **TAXES:** Seller shall be responsible for 2021 & all prior year's taxes. 2022 taxes shall be prorated between Buyer and Seller.

9. **MARKETABLE TITLE:** Seller shall convey good and marketable title to the real estate to Buyer at closing. Buyer's obligation to complete this sale is conditioned upon receipt of good and marketable title at closing.

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12. **EVIDENCE OF TITLE:** The parties will obtain a title insurance commitment covering the property from a company authorized to insure real estate titles in the State of Kansas. The title commitment shall commit to insure marketable fee simple title upon recording the deed of conveyance subject to exceptions stated in the deed of conveyance. Buyer shall have seven (7) days after receiving the title commitment to notify Seller in writing of any valid objections according to Kansas Bar Association Title Standards. Seller shall make a diligent, good faith effort to cure any valid objections. Curing title shall be Seller's expense. The parties will thereafter obtain an owner's title insurance policy insuring marketable fee simple title in Buyer. The cost of providing the title insurance commitment and owner's title policy shall be paid one-half by Buyer and one-half by Seller at closing. Buyer shall be responsible for the cost of mortgage title insurance in connection with any loan financing purchase of the property.

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escrow agent, then recover and retain Buyer's down payment as liquidated damages. If Seller elects remedies of damages or specific performance for Buyer's breach of contract, Buyer agrees to pay and shall be liable for reasonable attorney fees and legal costs incurred by Seller prosecuting those remedies.

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**EXECUTED BY:**

Robert M Brinkley  
Buyer Name

527-62-9821  
SSN

66 CR 397  
Address

Bay City Tx 77414  
City, State, Zip Code

520-254-1000  
Phone Number

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

**BUYER**

Ryan Jantz  
Ryan Jantz (Print)

[Signature]  
Ryan Jantz (Signature)

511-90-2284  
SSN

14179 Harkey Valley Rd  
Address

Dardanelle  
City, State, Zip Code

620-668-0081  
Phone Number

Rhoda Jantz  
Rhoda Jantz (Print)

[Signature]  
Rhoda Jantz (Signature)

451-85-6614  
SSN

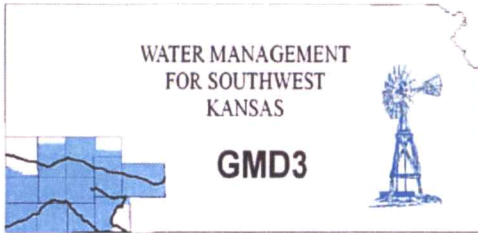
14179 Harkey Valley Rd.  
Address

Dardanelle, Ar. 72834  
City, State, Zip Code

620-668-0082  
Phone Number

**SELLER**





Southwest Kansas  
Groundwater Management District No. 3  
2009 E. Spruce Street  
Garden City, Kansas 67846  
(620) 275-7147 phone (620) 275-1431 fax  
www.gmd3.org

March 29, 2022

Michael A. Meyer  
Division of Water Resources  
4532 W Jones Ave., Suite B  
Garden City, Kansas 67846

RE: Applications for Change in Place of Use  
Water Right, File Nos. 451, 3877, 12026, 13869, 14688, 14936, 19814, 30668, 37997 &  
38148

Dear Mike:

We have completed a review of the applications for the above referenced water rights. The proposals are not in conflict with the Management Program of the Southwest Kansas Groundwater Management District No. 3 (GMD3). The proposed change in place of use will rearrange current acres to cover land that was not previously authorized and eliminate homesteads that do not need to be watered. At the same time, the applications will make a complete overlap in place of use in accordance with K.A.R. 5-5-11(b). It is therefore recommended that the applications be approved at this time.

Thank you for the opportunity to review the applications and to provide a recommendation. If you have any questions, please don't hesitate to contact us.

Sincerely,

Jason L. Norquest  
Assistant Manager

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MAR 29 2022

Garden City Field Office  
Division of Water Resources

## GMD3 Change Review

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File No(s): 451, 3877, 12026, 13869, 14688, 14936, 19814, 30668, 37997, 38148.

DWR office: GC.

App filed to change: PU.

Is Landowner(s) correct in WRIS: Bob Binkley.

If NO, is documentation included?

Is Water Use Correspondent correct in WRIS? \_\_\_.

If NO, is documentation included?

Regulation(s) Reviewed: KAR 5-5-11

Point of diversion ID No(s) \_\_\_ being changed.

	ft. North	ft. West	
Authorized PD			
Proposed PD			
Difference	0	0	
$a^2 + b^2 = c^2$	0	0	0

GPS for proposed PD: Lat: \_\_\_ Long: \_\_\_.

Is proposed PD stacking on existing WRs? No change to any of the PDs.

Is Proposed PU overlapping existing WRs? Make a complet overlap and rearrange acres to cover some acres not current covered, but are watered.

Neighboring certified well(s) notified: \_\_\_.

Name \_\_\_.

Address \_\_\_.

Zip \_\_\_.

Email: \_\_\_. Phone: \_\_\_.

Domestic well(s) notified: \_\_\_.

Name \_\_\_.

Address \_\_\_.

Zip \_\_\_.

Base Acres: 1811 combined.

Perfected Acres: \_\_\_.

Irr. Return-Flow \_\_\_%

**Current authority:**

**451: 260base, 520AF**

**14936: 331base, 662aF @ 1795gpm, limited to 662AF/year w/451**

**30668: 133base, 266AF @ 1800gpm, limited 266AF/year w/above 2 WRs**

**331base total**

**12026: 120base, 240AF @ 900gpm**

**19814: 280base, 560AF @ 1690gpm**

**38148: 165base, 240AF @ 1395gpm, limited to 240AF/year w/12026**

## GMD3 Change Review

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### 400base total

3877: 320base, 640AF @ 1260gpm

13869: 450base, 290AF @ 1050gpm

### 450base total

14688: 480base, ID03 section 18 450AF @ 2000gpm

ID05 section 7 363.78AF @ 2100gpm.

37997: 150base, 300AF @ 1130gpm

Proposed acres: 1766 total.

SW of SE in 5-28-30 was discovered to be unauthorized and being watered when the ground was coming up for sale. These applications will correct that, eliminate the homesteads and make a complete overlap in PU.

Need to verify we have all signatures of land owners.

Applicant has purchased land in question and should be getting us the documentation needed.

Is a waiver needed: The complete overlap in PU is compliant and the rearranging of acres to cover unauthorized acres is also within the rules and is actually under their combined base acres.

Recommendation: After review of all available information, it appears current area rules are met. Staff therefore recommends approval of the applications.



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MAR 29 2022

Garden City Field Office  
Division of Water Resources

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

March 4, 2022

SOUTHWEST KANSAS GROUNDWATER  
MANAGEMENT DISTRICT NO. 3  
2009 E SPRUCE ST  
GARDEN CITY KS 67846

Re: Request for Recommendation  
Water Right, File Nos.  
451, 3877, 12026, 13869, 14688, 14936, 19814, 30668, 37997, 38148

Dear Mr. Norquest:

This is to advise you that Bob Binkley, has filed applications for approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, to change the place of use.

We are delaying action on the change application to allow you time to review and provide a recommendation. Please submit a recommendation within 15 days from the date of this letter.

Thank you and as always feel free to contact this office at any time.

Sincerely,

Michael A. Meyer  
Water Commissioner

MAM  
Enclosures