

CHECK SHEET Short Change

(To be completed and attached to each application)

File No. 24,811

Field Office No. 2

GMD No. 5

1. **Plugging agreement obtained for GMD?** Yes No Non Applicable
2. **Is Landowner correct as currently shown in WRIS?** Yes (See Name Change) No **Address Change?** NO
If applicable, list Place of Use Overlap File Nos. None
3. **Is Water Use Correspondent correct as currently shown in WRIS?** Yes No **Address Change?** NO
Name of Former WUC Edwin R & Lisa L Petrowsky Name of New WUC Ed and Lisa Petrowsky Trust
4. a. **Point of diversion computer ID No(s).** 1 for point(s) being changed.
- b. **Show feet distances from the** SE **corner of the section for the new point(s) of diversion:**

Action	PDIV ID	Geo Ctr?	Sec	Twp	Rng	'N	'W	County	Qualifiers
DEL	18143	NO	23	26S	14W	2690	5230	Pratt	SW SW NW
ENT		NO	23	26S	14W	2670	5200	Pratt	SW SW NW

- c. **If multiple points of diversion exist and rates and quantities are individually assigned, show:**
- | Old PDIV ID | Authorized Rate | Additional Rate | Authorized Quantity | Additional Quantity |
|-------------|-----------------|-----------------|---------------------|---------------------|
| _____ | _____ gpm/cfs | _____ gpm/cfs | _____ af/mgy | _____ af/mgy |
| _____ | _____ gpm/cfs | _____ gpm/cfs | _____ af/mgy | _____ af/mgy |
| _____ | _____ gpm/cfs | _____ gpm/cfs | _____ af/mgy | _____ af/mgy |
- d. **Name of Drainage Basin** S F Ninescah River **Is this correctly shown in WRIS?** Yes No
- e. **Formation Name & No.** Undifferentiated Kansas/Nebraskan (180) **Special Use Area** None

5. **Distances from the original p/d:** _____ 20 _____ ' S _____ 30 _____ ' E

6. WATER RIGHT ACTION TRAIL COMMENTS

12/18/2017 Change Application Received (date accepted for priority)
12/18/17 Change Approved
 Notice and Proof by 12/31/2018
 _____ / _____ / _____ Completion Requirement Removed (Change No. C _____)

7. METER ACTION TRAIL COMMENTS

12/18/17 DWR Meter Required by 12/31/2018
 _____ / _____ / _____ Anti-Reverse Meter Required by _____ / _____ / _____
 _____ / _____ / _____ Meter Seal Required by _____ / _____ / _____

8. Base Acres --- _____ Year --- _____ Minimum Reasonable Quantity --- _____

CHECK SHEET ATTACHMENT

Changes to the place of use will be:

File Number 24,811

Action	Owner Person ID	Place Use ID #	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	
D CHG	13752	13647	23	26S	14W	Acres Authorized																	
						New Acres																	
						Acres Authorized																	
						New Acres																	
						Acres Authorized																	
						New Acres																	
						Acres Authorized																	
						New Acres																	

Names and Address:

1. Person ID # <u>13752</u> Ed and Lisa Petrowsky Trust 50307 NW 60th Ave Pratt KS 67124-9503	2. Person ID # _____ _____ _____ _____	3. Person ID # _____ _____ _____ _____
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GENERAL INSTRUCTIONS

1. Give to Applicant:
 - a. Original application/approval
 - b. Original receipt (one for each application)
 - c. Information packet containing:
 - Notice and Proof form
 - Water Meter Specifications
 - Acceptable Meter list
 - Water level measurement tube specifications
 - Check Valve specifications
 - Pink Sheet - K.S.A. 82a-728 letter
 - Form stating to record in Register of Deeds Office (OPTIONAL AS NEEDED)

2. Send to headquarters:
 - a. Good, **scannable** copy of application and/or approval and this check sheet
 - b. Original check and copy of receipt
 - c. Test hole log
 - d. GMD recommendation, if any
 - e. Map or aerial photograph, if any
3. Send to KDHE: Letter (KDHE.LT) advising of location of abandoned well.

4. Date stamp received and approved.
5. Complete ownership and WUC change information.

ADDITIONAL PHOTOCOPIES

HQ _____

GMD 5 _____

Driller's Copy _____

CONDITIONS


1. Insert notice and proof date.
2. Type or print applicant's/owner's name on line.
3. Complete notary statement.

CERTIFICATE OF SERVICE

On this 18th day of **December, 2017**, I hereby certify that the attached Application for Approval to change the Point of Diversion for Water Right, File No. **24,811**, dated **December 18th, 2012** was hand delivered to the following:

Eddie Petrowsky

A copy of the change was sent to the following:
GMD #5


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 WATER METER REQUIRED



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. 24.811

RECEIVED
2:15pm
 DEC 18 2017

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

Place of Use Point of Diversion

Stafford Field Office
 Division of Water Resources

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: Ed Petrowsky
50307 NW 60th Ave, Pratt KS 67124

Phone Number: (620)546-6342 Email address: lepetrowsky@gmail.com

Name and address of Water Use Correspondent: Edwin R & Lisa L Petrowsky Trust
50307 NW 60th Ave, Pratt KS 67124-9503

Phone Number: (620)546-6342 Email address: lepetrowsky@gmail.com

3. The presently authorized place of use is:
 Owner of Land ---- NAME: Edwin R Petrowsky & Lisa L Petrowsky Trust
 ADDRESS: 50307 NW 60th Ave, Pratt KS 67124-9503

(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	
23	26S	14W					40	40	40	40									160

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: No Change

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	

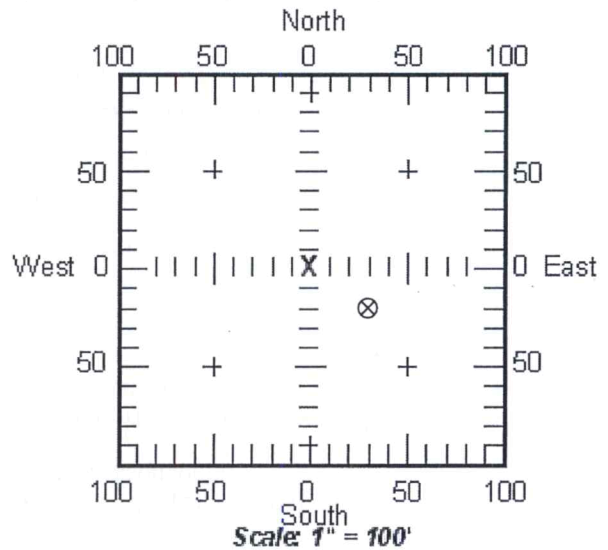
For Office Use Only: Code _____ Fee \$ 100 - TR # _____ Receipt Date _____ Check # 7735

5. **Presently authorized point of diversion:**
 One in the SW Quarter of the SW Quarter of the NW Quarter of Section 23, Township 26 South, Range 14 W, in Pratt County, Kansas, 2690 feet North 5230 feet West of Southeast corner of section.
 Authorized Rate 870 GPM Authorized Quantity 207 AF Depth of well 95 (feet)
(DWR use only: Computer ID No. 1 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 SW Quarter of the SW Quarter of the NW Quarter of Section 23, Township 26 South, Range 14 W, in Pratt County, Kansas, 2670 feet North 5200 feet West of Southeast corner of section.
 Proposed Rate No Change Proposed Quantity No Change Proposed well depth (feet) ~120
 This point is: Additional Well Geo Center List other water rights that will use this point None

6. **Presently authorized point of diversion:**
 One in the _____ Quarter of the _____ Quarter of the _____ Quarter of Section _____, Township _____ South, Range _____ (E/W), in _____ County, Kansas, _____ feet North _____ feet West of Southeast corner of section.
 Authorized Rate _____ Authorized Quantity _____ 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 _____ (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) Old well casing has collapsed.

13a. If the proposed point of diversion will be relocated within 100 feet of the existing point of diversion, indicate its location on the diagram below in relation to the existing point of diversion. (PLEASE NOTE: The "X" in center of diagram below represents presently authorized point of diversion.)



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

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

10. If the point of diversion is a well:
 (a) What are you going to do with the old well?
Plug it

(b) When will this be done? ASAP

11. Groundwater Management District recommendation attached? Yes No

12. Assisted by TJS-SFFO

13b. If the proposed point of diversion will be relocated more than 100 feet but within 1320 feet from 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.

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14. If the proposed groundwater point of diversion is 300 or fewer feet from 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 Stafford, Kansas, this 18th day of December, 2017.

<p><u>Edwin R. Petrowsky</u> (Owner)</p> <p><u>Edwin R. Petrowsky</u> (Please Print)</p> <p>_____ (Owner)</p> <p>_____ (Please Print)</p> <p>_____ (Owner)</p> <p>_____ (Please Print)</p>	<p>_____ (Spouse)</p> <p>_____ (Please Print)</p> <p>_____ (Spouse)</p> <p>_____ (Please Print)</p> <p>_____ (Spouse)</p> <p>_____ (Please Print)</p>
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State of Kansas }
 County of Stafford } SS

I hereby certify that the foregoing application was signed in my presence and sworn to before me this 18th day of December, 2017.



Jessica Engelbrecht
 Notary Public

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

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 DEC 18 2017

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. 24,811.

1. A change application was received on December 18, 2017 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 50 foot radius of the authorized point(s) of diversion. Applicable Not Applicable
4. The point(s) of diversion authorized herein shall not actually be located more than 86 feet from the previously authorized point(s) of diversion. Applicable Not Applicable
5. 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
6. **The owner of the authorized place(s) of use shall properly install an acceptable water flow meter on or before December 31, 2018**, 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
7. **Installation of the works for diversion of water shall be completed on or before December 31, 2018**, or within any authorized extension of time. By March 1, 2019 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
8. **The completed well log shall be submitted with the required notice.** Applicable Not Applicable
9. 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
10. Additional Conditions are attached. Yes No
11. 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: Cameron R. Conant
Duly Authorized Designee of the Chief Engineer

(Print Name): Cameron R. Conant
Division of Water Resources - Kansas Department of Agriculture

Date of Issuance: 12/18/17

State of Kansas)
County of Stafford) SS

Acknowledged before me on 12/18/2017
by Cameron Conant

Signature: Jessica Engelbrecht



My commission expires: _____ (Notary Seal)

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DEC 18 2017

CLARKE WELL & EQUIPMENT, INC.
FORMATION TEST HOLE / 2" OB WELL

FORMATION TEST ONLY

PLUGGED

709

JOB NUMBER 12709

WELL OWNER Ed Petrowsky

WELL NO. TH-1-13

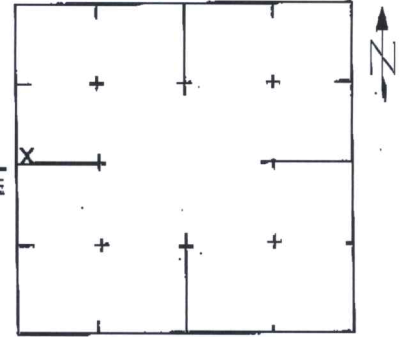
WELL USE Formation Test

APPR. NO. _____

LEGAL SW 1/4 SW 1/4 NW 1/4 Sect 23 Twp 26 S Rng 14 W Pratt KS
COUNTY STATE

FSL _____ FEL _____

GPS - 515021 E 4180106 N Zone 14 NAD 27



Formation Log

SIZE HOLE 5 " DIA.

Electric Log

SWL 34.50

FGL _____

SECTION 23

FROM	TO	FEET	FORMATION / COMMENTS	SAMPLES TAKEN
0	3		Topsoil	
3	12		Clay, brown, sandy	
12	27		Clay, brown, white, sandy	
27	35		Sand, gravel, fine to coarse	
35	47		Clay, brown, white, yellow, caliche	
47	65		Sand, gravel, fine to coarse	
65	80		Clay, white, brown, gray, caliche	
80	86		Sand, gravel, fine to coarse	
86	94		Sand, gravel, fine to coarse, some yellow clay streaks	
94	109		Clay, brown, white, caliche	
109	113		Clay, brown, sandy	
113	119		Sand, fine to coarse, brown sandy clay	
119	140		Clay, brown, sandy	
140	150		Clay, red, gray	

*discussed w/ Ed likely only going to 119' TD with a possibility of a few feet deeper for blank casing & "Sump". CPC 12/18/17
Ed leaning towards 125' TD w/ blank casing Sump from 120'-125'.*

(Well Construction on Other Side)

DRILLED BY Lew Raybern

DATE 12-2-13



Register of Deeds Pratt County, Kansas
Sherry L. Wenrich
Book: 466 Page: 535
Receipt #: 26473 Total Fees: \$32.00
Pages Recorded: 2
Date Recorded: 9/20/2017 3:00:46 PM



WARRANTY DEED

EDWIN R. PETROWSKY and LISA L. PETROWSKY, husband and wife,

CONVEY AND WARRANT to the

ED AND LISA PETROWSKY TRUST, all of the Grantors' right, title and interest in and to the following described real estate:

File No
34347

✓ Lots One (1) and Two (2) and the East Half of the Northwest Quarter (E/2 NW/4) (also described as the Northwest Quarter (NW/4)) of Section Seven (7), Township Twenty-seven (27) South, Range Thirteen (13) West of the 6th P.M., Pratt County, Kansas.

File No
24811

✓ The Northwest Quarter (NW/4) of Section Twenty-three (23), Township Twenty-six (26) South, Range Fourteen (14) West of the 6th P.M., Pratt County, Kansas.

Not Irrigated

The South Half (S/2) of Lot Five (5) and the South Half of the Southeast Quarter of the Northwest Quarter (S/2 SE/4 NW/4) of Section Thirty (30), Township Twenty-six (26) South, Range Twelve (12) West of the 6th P.M., Pratt County, Kansas, excepting from the South Half of the Southeast Quarter of the Northwest Quarter (S/2 SE/4 NW/4) a tract of land described as beginning at a stone located in the center of Section 30, thence due North until such line of direction bisects the original government survey line dividing the Northeast Quarter and the Northwest Quarter of said section; then Southeast from the point of intersection to the place of beginning, including that portion of a tract adjacent to the west line of the south half of Lot 5, described as beginning at the intersection of an east and west county road and a road south, such intersection being 314 feet east of the Southeast Corner of Section 24, Township 26 South, Range 13 West, thence South along the center line of said road 2,558 feet, thence South 43 degrees East along the center line of said road 211 feet, then East 142 feet; thence Northwest 1,318.4 feet more or less along the original government survey line for the West line of the NW/4 of said Section 30 to the point where said line meets the center line of the road going South 2,558 feet from the intersection as described above.

Not Irrigated

A tract of land in the Southeast Quarter (SE/4) of Section Eighteen (18), Township Twenty-six (26) South, Range Thirteen (13) West of the 6th P.M., Pratt County, Kansas, more particularly described as follows:

Not irrigated
sw corner of plat
which is
not authorized
- NW

A tract beginning at the cornerstone located at the Southwest corner of Section Eighteen (18) Township Twenty-six (26) South, Range Thirteen (13) West of the 6th P.M., Pratt County, Kansas, thence due North six hundred sixty-three point three (663.3) feet, thence Southeast to a point six hundred sixty-three point three (663.3)

PAGE 2 – WARRANTY DEED

feet due east of the cornerstone, and thence due West six hundred sixty-three point three (663.3) feet to the place of beginning, containing 5.05 acres, more or less.

Not Irrigated ←

A tract of land located in the Northeast Quarter (NE/4) of Section Four (4), Township Twenty-seven (27) South, Range Fourteen (14) West of the 6th P.M., Pratt County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter (NE/4) of said Section Four (4), thence North 820.25 feet, thence southwesterly at an angle of 45 degrees with the section line for a distance of 1160 feet to the South line of the Northeast Quarter (NE/4) of said Section Four (4), thence East along the South line of the Northeast Quarter (NE/4) of said Section Four (4), a distance of 820.25 feet to the point of beginning, except county road right-of-way, containing 7.25 acres, more or less.

DATED September 19, 2017.

Edwin R. Petrowsky

EDWIN R. PETROWSKY

Lisa L. Petrowsky

LISA L. PETROWSKY

STATE OF KANSAS, COUNTY OF PRATT:

This Deed was acknowledged before me on September 19, 2017, by EDWIN R. PETROWSKY and LISA L. PETROWSKY, husband and wife.



Brian L. Moore

Notary Public

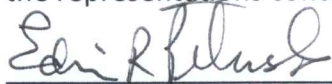
No Real Estate Sales Validation Questionnaire is required pursuant to K.S.A. 79-1437e(7)

CERTIFICATION OF TRUST

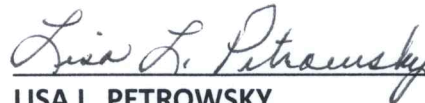
EDWIN R. PETROWSKY and **LISA L. PETROWSKY** state:

1. The **ED AND LISA PETROWSKY TRUST** was executed September 19, 2017.
2. The Grantors of the Trust are **EDWIN R. PETROWSKY** and **LISA L. PETROWSKY**.
3. The Trustees are **EDWIN R. PETROWSKY** and **LISA L. PETROWSKY**, whose address is 50307 NW 60th Avenue, Pratt, Kansas 67124.
4. The Trust is revocable and **EDWIN R. PETROWSKY** and/or **LISA L. PETROWSKY** hold the power to revoke the trust and have the powers to withdraw part or all of the trust estate.
5. The Trustees' Powers are attached.
6. Pursuant to **VI. TRUSTEES' POWERS**, paragraph **N. Any Trustee May Sign**, any Trustee shall have the power to execute any document necessary and any person dealing with one Trustee may accept without further inquiry the single signature of any Trustee on any document which may be required to transact and accomplish the business of the trust, including, but not limited to, the signing of checks.
7. The Taxpayer Identification Number for the Trust is the Social Security Number for **EDWIN R. PETROWSKY** or **LISA L. PETROWSKY**.
8. The manner of taking title to trust property is the **ED AND LISA PETROWSKY TRUST**.

The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in the Certification of Trust to be incorrect.



EDWIN R. PETROWSKY
Grantor and Trustee



LISA L. PETROWSKY
Grantor and Trustee

STATE OF KANSAS, COUNTY OF PRATT:

This instrument was acknowledged before me on September 19, 2017 by **EDWIN R. PETROWSKY** and **LISA L. PETROWSKY**, Grantors and Trustees of the **ED AND LISA PETROWSKY TRUST**.





Notary Public

VI. TRUSTEES' POWERS

The Trustee shall have the powers prescribed by the Kansas Uniform Trust Code now in effect for the State of Kansas, and the powers as set forth in this Trust Agreement, including the following:

A. Retain Assets. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including limited liability company(s) and partnership interests, whether general, special, or limited, even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate the principles of investment diversification.

To retain any farm property, even though that property may constitute all or a large portion of the trust principal, and to acquire other farm property; to engage in farm operations and the production harvesting and marketing of farm products, whether by operating directly with hired labor, by retaining farm managers or management agencies, or by renting on shares or for cash; to enter into farm programs; to purchase or rent farm machinery and equipment; to improve the farm property and to repair, improve, and construct farm buildings, fences, irrigation systems, and drainage facilities; to borrow money for any of the purposes described in this subparagraph; and in general to do all things customary or desirable in farm operations, it being Grantor's wish and desire that any farm property being a part of the Trust Estate shall continue to be operated as farm property.

B. Sell Assets. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices and on such terms and conditions as any individual might do as outright owner of the property, and to execute deeds, leases or other instruments necessary to carry out the powers of the Trustee.

C. Invest. To invest in real estate, bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of investment companies, currencies, partnership interests (whether general, special, or limited), limited liability companies, or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or other rule of law governing investments by Trustees.

D. Life Insurance. To exercise all rights, elections, options, privileges and other powers, and to receive all payments, with respect to any insurance policy on the life of or relating to Grantor or any other person, including but not limited to the power to collect dividends, death or other benefits (including disability benefits), surrender payments, and any other payment which may be due or collectible; to pay the premiums on any policy; to surrender any policy for its cash surrender value; to convert any policy into other forms of insurance; and to borrow upon and pledge any policy in connection with a loan. The Trustee shall not be responsible for the lapse or other failure, in whole or in part, of any policy due to the insufficiency of the assets of the Trust to provide for the payment of premiums or other

charges. The Trustee shall have no obligation to bring suit to collect any amounts payable in respect of any policy unless the Trustee's expenses shall have been provided for in a manner satisfactory to Trustee. The Trustee, upon receiving notice of the death of Grantor, shall use Trustee's best efforts to take possession of the policies, furnish proof of loss, and collect and receive the proceeds of the policies and the plans, and shall have the power to execute and deliver such receipts and other instruments as are appropriate for the collection thereof. No insurance company issuing any of the policies shall be responsible for the application or disposition of the proceeds of the policies. The payment to and receipt by the Trustee of such proceeds shall be a full discharge of liability under the policies.

E. Make Allocations. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed.

F. Reimbursement. The Trustee shall be entitled to reimbursement by the trust for costs and expenses reasonably incurred and to reasonable compensation for the Trustee's services rendered in the administration of the trust, the amount thereof to be determined by the Trustee, but not to exceed charges normally made in Kansas by trust power banks for comparable services; provided, that the foregoing shall not preclude any interested person from petitioning the court possessing jurisdiction of the Trust Estate for a determination of the amount of compensation to which the Trustee is entitled.

G. No Bond or Filing with a Court. The Trustee and any successor Trustee named shall not be required to give bond for the performance of the Trustee's duties and shall be relieved from filing any inventory and accounting with a Court and shall not be required to file an oath with any Court or be otherwise qualified by a Court.

H. Court Approval Not Necessary. The Trustee shall perform any and all acts and things and exercise any and all of the powers, authorities, discretions and duties granted to or imposed upon the Trustee by this Trust Agreement or otherwise, without the necessity of securing an order therefore or the approval thereof by any Court.

I. Not Liable for Good Faith Mistakes. The Trustee, in the administration of the trust, shall not be liable for good faith mistakes of law or of fact or for good faith errors of judgment, but shall be answerable only for gross, wanton, or willful misconduct in the performance of the Trustee's functions as Trustee, or for failing to exercise the degree of honesty, good faith, full disclosure and fair dealing that Trustees are by law required to exercise towards trust beneficiaries.

J. Reimbursement for Expenses Defending. If any suit is instituted against the Trustee and the Trustee is found to be free from liability, the Trustee shall be entitled to reimbursement out of the Trust Estate for all reasonable costs and expenses, including attorney's fees.

K. Hold Items of Tangible Personal Property. The Trustee is authorized and empowered to hold, as a part of the trust, any and all articles of tangible personal property, at any time forming a part of the trust. The Trustee shall have no duty to convert such articles to productive property, and the expenses of the safekeeping thereof, including insurance, shall be a proper charge against the trust.

L. **Oil and Gas Leases.** The Trustee may make any kind of lease for oil, gas, or other minerals, for exploration and removal of such minerals, even though such lease may extend the terms of the trust. Any income from a lease bonus or the production of minerals shall be considered as income to the trust.

M. **Allocation of Receipts between Income and Principal.** To allocate receipts and disbursements between income and principal of the trust, in such manner as the Trustee in the Trustee's sole discretion shall determine, even though one or more particular allocations may be made in a manner inconsistent with what would otherwise be applicable state law.

N. **Any Trustee May Sign.** Any Trustee acting under the powers of this trust shall have the power to execute any document necessary and any person dealing with a Trustee of this trust may accept without further inquiry the single signature of a Trustee on any document which may be required to transact and accomplish the business of the trust, including, but not limited to, the signing of checks.

O. **Distribution to Grantor.** The Trustee shall distribute to Grantor individually such property or cash as shall be requested by Grantor or by Grantor's attorney in fact.

P. **S Corporation Stock.** If at any time a trust created under this Trust Agreement holds stock in an S corporation and such trust is not a qualified Subchapter S Trust, the Trustee (such term for purposes of this paragraph to specifically exclude a Trustee who is also a beneficiary of such trust) may divide such trust into separate trusts for each of the beneficiaries, with each newly created trust holding that beneficiary's pro rata share of the S corporation stock. During the term of each such trust for each beneficiary, there shall be only one current income beneficiary of each trust. The Trustee shall make distributions of net income to each beneficiary of such trust, in convenient installments, not less often than annually. Any current income beneficiary's interest will terminate on the beneficiary's death or the trust's earlier termination. The Trustee shall distribute the net income for the period after the last distribution date and before the date of that beneficiary's death either to the beneficiary's estate or to the successor income beneficiary of that trust. During the term of each such trust for a beneficiary, the Trustee may also distribute principal to each current income beneficiary of the trust thereof as may be necessary or desirable, in the discretion of the Trustee, to provide for the support, maintenance, health and education of that current income beneficiary only. During each current income beneficiary's lifetime, the Trustee shall not distribute principal from that beneficiary's trust to anyone other than the current income beneficiary of that particular trust. In all other respects, the newly created trust(s) shall be as consistent as possible with the original trust and still qualify as a qualified Subchapter S Trust. In addition, in the event the Trustee determines the foregoing authority to so divide is administratively cumbersome, or cannot be accomplished (due to multiple beneficiaries or otherwise) in a manner which the Trustee determines to be both equitable and which preserves such S corporation election, the Trustee may, in the Trustee's discretion, in balancing the benefits and detriments in the exercise of such discretion, distribute such stock to the beneficiaries thereof in the same manner as a discretionary trust termination as provided above.