

NOTICE

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

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

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

WATER RESOURCES
RECEIVED

DEC 22 2021
1:45pm
KS DEPT OF AGRICULTURE

State of Kansas

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

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

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

Place of Use

(Check one or more) Point of Diversion

Use Made of Water

Ownership will need updated

File No. 22,538

12/23/2021
BMM

2. Name of applicant: Bill Miller

Address: 2 Lee Circle

City, State and Zip: Colby, KS 67701

Phone Number: (785)462-0117 E-mail address: BPM@gmail.com

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

Name of water use correspondent: Same as Applicant

Address: _____

City, State and Zip: _____

Phone Number: (_____) _____

E-mail address: _____

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

To expand the authorized place of use with a 5-5-11 limited quantity agreement with GMD 4.

The change(s) (was) (will be) completed by Upon Approval

(Date)

For Office Use Only:

F.O. 3 GMD 4 Meets K.A.R. 5-5-1 (YES/NO) Use IRR Source G/S County SH By BMM Date 12/23/21
Code _____ CPU Fee \$ 200 TR # _____ Receipt Date 12/22/21 Check # 16070

12/28/2021
LMoody

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4. The presently authorized place of use is:

Owner of Land — NAME: Elon L Miller (Deceased); Willard M Miller Jr.

ADDRESS: 2 Lee Circle, Colby, KS 67701

KS DEPT OF AGRICULTURE

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	
12	6	37					38	38	38	38									152

List any other water rights that cover this place of use. N/A

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	

List any other water rights that cover this place of use. _____

(If there are more than two landowners, attach additional sheets as necessary.)

5. It is proposed that the place of use be changed to:

Owner of Land — NAME: Elon L Miller (Deceased); Willard M. Miller Jr.

ADDRESS: 2 Lee Circle, Colby, KS 67701

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	
12	6	37		40	40		38	38	38	38									232

List any other water rights that cover this place of use. N/A

Owner of Land — NAME: Robert Luck Living Trust

ADDRESS: 1791 County Rd 15, Colby, KS 67701

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	
12	6	37	40			40													80

List any other water rights that cover this place of use. _____

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

6. The presently authorized point(s) of diversion (is) (are) 1 well
(Provide description and number of points)

7. The proposed point(s) of diversion (is) (are) 1 Well
(Provide description and number of points)

List all presently authorized point(s) of diversion:

8. **Presently authorized point of diversion:**
 One in the NE Quarter of the NE Quarter of the NW Quarter of Section 12, Township 6 South, Range 37 W, in Sherman County, Kansas, 5125 feet North 2680 feet West of Southeast corner of section.
 Authorized Rate 670 gpm Authorized Quantity 304 AF
(DWR use only: Computer ID No. _____ GPS _____ feet North _____ feet West)
 This point will not be changed This point will be changed as follows:
Proposed point of diversion: (Complete only if change is requested)
 One in the _____ Quarter of the _____ Quarter of the _____ Quarter of Section _____, Township _____ South, Range _____ (E/W), in _____ County, Kansas, _____ feet North _____ feet West of Southeast corner of section.
 Proposed Rate _____ Proposed Quantity _____
 This point is: Additional Well Geo Center List other water rights that will use this point _____

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

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

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

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

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12. The presently authorized use of water is for irrigation purposes.
It is proposed that the use be changed to no change KS DEPT OF AGRICULTURE purposes.

13. If changing the place of use and/or use made of water, describe how the consumptive use will not be increased.
Per 5-5-11 five year limited quantity maximum would be 1051 AF. However, the GMD 4 LEMA quantity is 900 AF for over five years so the applicant agrees to a five-year quantity of 900 AF on additional acres with monitoring from GMD 4.

(Please show any calculations here.)

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

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

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

- a. If a change in the location of the point(s) of diversion is proposed, show:
 - 1) The location of the proposed point(s) of diversion. Distances North and West of the Southeast corner of the section must be shown. Please be certain that the information shown on the map agrees with the information shown in Paragraph Nos. 9, 10 and 11 of the application.
 - 2) If the source of supply is groundwater, please show the location of existing water wells of any kind, including domestic wells, within ½ mile of the proposed well or wells. Identify each well as to its use and furnish name and mailing address of the property owner or owners. If there are no wells within ½ mile, please indicate so on the map.
 - 3) If the source of supply is surface water, the names and mailing addresses of all landowner(s) ½ mile downstream and ½ mile upstream from your property lines must be shown.
- b. If a change in the place of use is desired, show the proposed place of use by crosshatching on the map. Please be certain that the information shown on the map agrees with the information shown in Paragraph No. 5 of the application.

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

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

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

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

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

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

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

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

Dated at Colby, Kansas, this 6 day of December, 20 21.

Robert Luck Living Trust, Robert Luck, Trustee (Owner) Robert Luck, (Spouse)

Robert Luck Living Trust, Robert Luck, Trustee (Please Print) (Please Print)

Willard Miller, Trustee (Owner) Peggy J. Miller, Trustee (Spouse)

Willard Miller, Trustee (Please Print) PEGGY J. MILLER, Trustee (Please Print)

(Owner) (Spouse)

(Please Print) (Please Print)

State of Kansas } County of Thomas } SS



I hereby certify that the foregoing application was signed in my presence and sworn to before me this 6th day of December, 20 21.

[Signature] Notary Public

My Commission Expires Aug. 11th 2024.

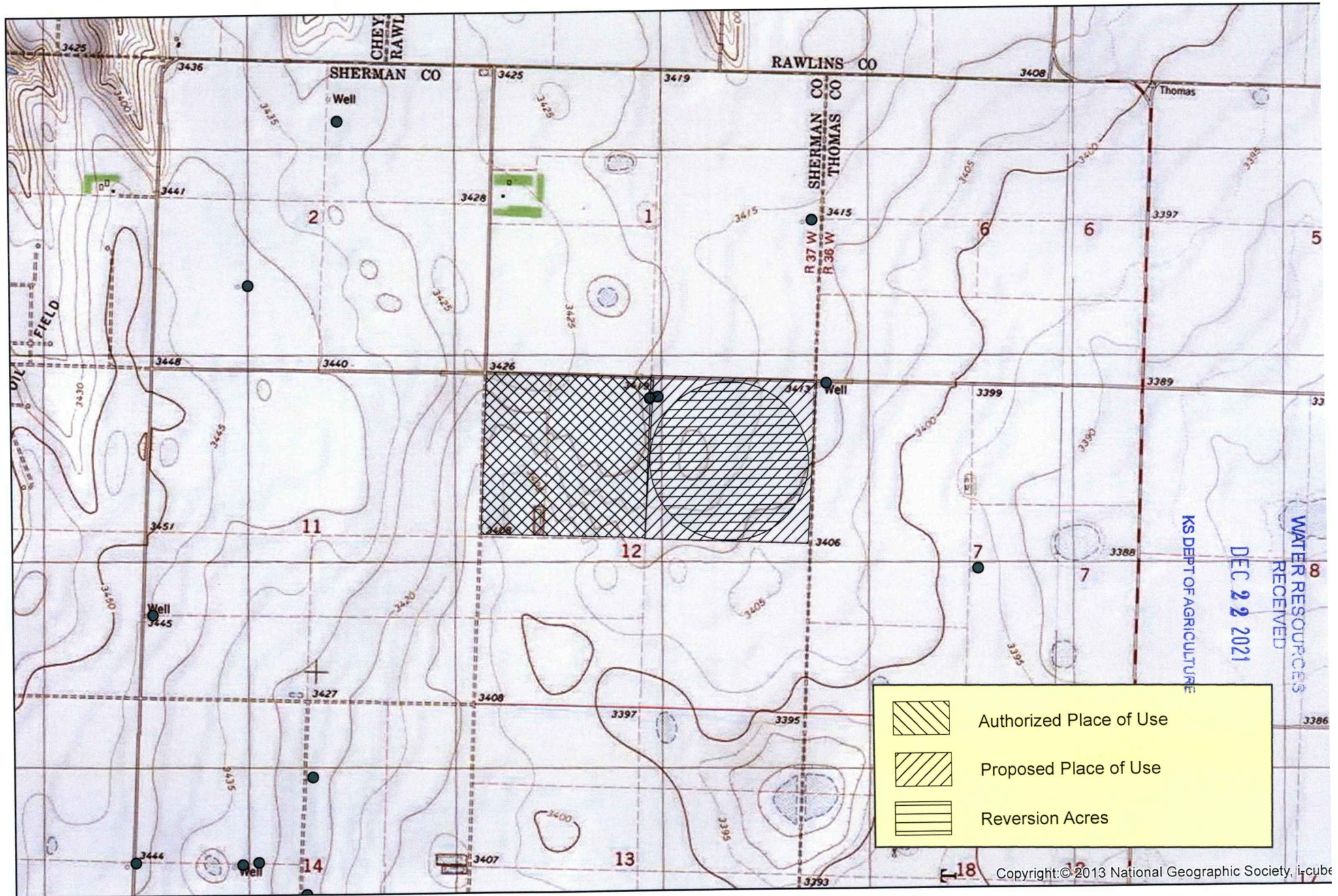
FEE SCHEDULE

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

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

Make check payable to Kansas Department of Agriculture.

22,538 - Change in Place of Use



WATER RESOURCES RECEIVED

DEC 22 2021

KS DEPT OF AGRICULTURE

REAL ESTATE PURCHASE CONTRACT (LAND ONLY)

THIS AGREEMENT, Made and entered into this 3RD day of DECEMBER, 2021, by and between the GARY G. GOETSCH TRUST DATED MAY 26, 2006; LYMAN L. GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996; AND S. JOANNE GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996, hereinafter referred to as "Seller", whether one or more, and ROBERT LUCK LIVING TRUST, hereinafter referred to as "Buyer", whether one or more.

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

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in SHERMAN COUNTY, KANSAS, to-wit:

EAST HALF OF THE NORTHEAST QUARTER (E/2NE/4) OF SECTION TWELVE (12), TOWNSHIP SIX (6) SOUTH, RANGE THIRTY-SEVEN (37) WEST OF THE 6TH P.M.,

EXCEPT AND SUBJECT TO: EASEMENTS, RESTRICTIONS, RESERVATIONS, AND OIL AND GAS LEASES OF RECORD, IF ANY.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above described real property, the sum of TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND 00/100THS Dollars (\$232,500.00), in the manner following, to-wit: \$23,250.00 (10%) DOWN UPON THE SIGNING OF THIS CONTRACT WITH THE APPROXIMATE BALANCE OF \$209,250.00 DUE AT CLOSING, SUBJECT TO ADJUSTMENTS AND PRORATIONS (NOT INCLUDING CLOSING COSTS). PERSONAL AND CORPORATE CHECKS ARE ACCEPTABLE FOR THE DOWN PAYMENT WITH THE FINAL PAYMENT TO BE MADE IN CERTIFIED FUNDS.

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

Buyer requests title company to:

- leave title binder open
issue final policy on land

4. MINERAL RIGHTS: ALL OF THE SELLER'S INTEREST SHALL TRANSFER TO THE BUYER AT CLOSING.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT THE BUYER IS RESPONSIBLE FOR CONDUCTING HIS OWN VERIFICATION OF OWNERSHIP OF THE MINERAL RIGHTS.

5. CROPS planted at the time of sale: THERE ARE NO GROWING CROPS.

6. WATER RIGHTS:

- pass with the land to the Buyer
remain with the Seller
other (please describe)

THE BUYER ACKNOWLEDGES THAT THE SELLER HAS GIVEN THE BUYER THE SELLER'S BEST ESTIMATE OF THE WATER RIGHTS BEING TRANSFERRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. BUYER HEREBY SPECIFICALLY ACKNOWLEDGES THAT FARM & RANCH REALTY, INC. HAS MADE NO REPRESENTATIONS WHATSOEVER CONCERNING THE WATER RIGHTS BEING TRANSFERRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT AND, IN FACT, HAS INSTRUCTED THE BUYER TO

GOETSCH/LUCK CONTRACT - TRACT 2

Buyer's initials RVL
Date 12/3/2021

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Seller's initials L.G.
Date 12/4/2021

INDEPENDENTLY VERIFY, WITH THE APPROPRIATE STATE AGENCY, THE STATUS OF THE WATER RIGHTS ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT.

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

8. **LAND CURRENTLY ZONED** as: NONE.

9. **SURVEY:** SELLER will acquire will not acquire a survey on the property being purchased, regardless of lender's survey requirements.

10. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed and Affidavit of No Liens and other necessary documents to complete this transaction, the charge for same shall be paid by the Seller. BUYER AND SELLER SHALL PAY, IN GOOD FUNDS, THEIR RESPECTIVE CLOSING COSTS AND ALL OTHER ITEMS REQUIRED TO BE PAID AT CLOSING, EXCEPT AS OTHERWISE PROVIDED HEREIN. BUYER AND SELLER SHALL SIGN AND COMPLETE ALL CUSTOMARY OR REQUIRED DOCUMENTS AT OR BEFORE CLOSING. FEES FOR REAL ESTATE CLOSING SERVICES SHALL BE PAID AT CLOSING ONE-HALF BY EACH PARTY.

11. **EARNEST MONEY:** The Buyer does hereby deposit with the escrow agent, ELAND TITLE COMPANY, LLC, earnest money in the form of A PERSONAL CHECK and in the amount of \$23,250.00 as a security that the terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business days after Contract is accepted by all parties. Said earnest money shall be applied to the purchase price at closing. In the event this contract fails to close, the earnest money shall be disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyers and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Pursuant to Kansas Statute 58-3061 (g), the broker can only disburse earnest money 1) pursuant to written authorization of buyer and seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds or documents deposited with the escrow agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent or listing broker. Interest earned on escrowed funds shall be retained by escrow agent as consideration for maintaining said account.

12. **PRORATION OF TAXES AND RESERVES:** All taxes and special assessments shall be paid from the proceeds of the sale as herein provided. ALL AD VALOREM TAXES FOR 2021 AND PRIOR YEARS SHALL BE PAID BY THE SELLER AT CLOSING BY THE ESCROW AGENT. TAXES FOR 2022 AND SUBSEQUENT YEARS SHALL BE PAID BY THE BUYER.

13. The Seller agrees to convey the above-described premises with all the improvements, if any, located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

14. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to make final settlement on or before DECEMBER 30, 2021. IF SELLER HAS BEEN UNABLE TO GIVE CLEAR TITLE, BUT CLEARING TITLE IS IN PROCESS, THEN, BUYER AND SELLER AGREE THAT THE CLOSING DATE OF THIS CONTRACT SHALL BE EXTENDED FOR A REASONABLE PERIOD OF TIME NOT TO EXCEED THIRTY (30) DAYS. Seller agrees to give possession as follows: JANUARY 1, 2022.

15. **AGENCY DISCLOSURE:** Seller and Buyer acknowledges that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, as a transaction broker, a designated seller agent, or as a designated buyer agent. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker have a duty to assist one or more parties with a real estate transaction without being an agent or advocate for the interests of any party to such transaction SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.

Listing Broker/Licensee is functioning as an:
 Agent of the Seller
 Transaction Broker
 Designated Seller Agent Designated Buyer Agent

Selling Broker/Licensee is functioning as an:
 Agent of the Seller
 Agent of the Buyer

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Buyer's initials RVL
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Seller's initials L.G.
Date 12/4/2021

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Transaction Broker
Designated Seller Agent Designated Buyer Agent

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16. **REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 20 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to any element to the subject property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract or the performance or non-performance of either of the parties to this Contract. Buyer and Seller agree that broker and broker's agents do not have any expertise in evaluating the environmental condition of the property described in paragraph 1, and that broker and broker's agents have made no representation concerning environmental condition except as may be noted in paragraph 20 (Additional Terms and Conditions). Buyer or Seller may retain an environmental inspection firm to inspect the property. **Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in paragraph 20 (Additional Terms and Conditions) if said understood or implied representations are to be effective or enforceable.**

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

18. **LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises or item of personal property covered by this Contract. Any existing liens upon the premises which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds upon settlement date.

19. **AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Seller. This contract shall be fully binding upon the parties, their heirs, executors, administrators, successors and assigns except as limited herein. No assignment shall serve to release or relieve the party assigning from any responsibilities or obligations hereunder. This Contract and its validity, construction and performance shall be governed by the laws of Kansas.

20. **ADDITIONAL TERMS AND CONDITIONS:**

A) IT IS AGREED BY AND BETWEEN THE PARTIES THAT THE SELLER AND/OR BUYER MAY BE ENTERING INTO AN IRS 1031 TAX-DEFERRED EXCHANGE AND BOTH SELLER AND BUYER AGREE TO EXECUTE ALL DOCUMENTS NECESSARY TO FACILITATE THIS EXCHANGE AT NO EXPENSE OR LIABILITY TO THE SELLER OR BUYER.

21. **FSA PROGRAM PAYMENTS:**

a. If part or all of this farm has been enrolled into the current Farm Bill, or is enrolled in the Conservation Reserve Program (CRP) and/or the Grassland Reserve Program (GRP), the Buyer agrees to succeed to the applicable contract and operate the farm in a manner deemed necessary to keep the farm in compliance for the duration of the contract terms. SELLER ACKNOWLEDGES THAT HE IS LIABLE FOR ANY VIOLATIONS OR OVERPAYMENTS THAT COULD OCCUR PRIOR TO THE DATE OF CLOSING OF THIS CONTRACT. BUYER ACKNOWLEDGES THAT HE IS LIABLE FOR ANY VIOLATIONS OR OVERPAYMENTS THAT COULD OCCUR AFTER THE DATE OF CLOSING OF THIS CONTRACT. Buyer acknowledges that he has investigated the soils and lay of the land and, in the event of any highly erodible land acres and/or wet land acres, agrees to be responsible for any compliance requirements.

b. THE PARTIES HERETO AGREE THAT THE BUYER WILL SUCCEED IN INTEREST TO THE CURRENT FARM SERVICE AGENCY (FSA) CONTRACT.

THE PARTIES HERETO AGREE THAT ANY FUTURE FSA FARM PROGRAM PAYMENTS SHALL FOLLOW THE CROPS AND SHALL BE PAID PURSUANT TO FSA REGULATIONS.

e. SELLER AGREES TO TRANSFER THE FSA CONTRACT BASE ACRES CURRENTLY ALLOCATED TO THIS TRACT, IF ANY, TO THE BUYER AT CLOSING AND BOTH THE SELLER AND BUYER AGREE TO SIGN ALL DOCUMENTS NECESSARY TO TRANSFER SAID BASE ACRES IN ACCORDANCE WITH FSA REGULATIONS AS SOON AS SAID DOCUMENTS ARE PREPARED AFTER THE CLOSING OF THIS CONTRACT.

22. **RECOMMENDATION OF LEGAL COUNSEL:** By executing this document, both Buyer and Seller acknowledge that FARM & RANCH REALTY, INC., along with its agents and employees, have advised them that this contract involves important

and material legal consequences. Buyer and Seller hereby specifically acknowledge and agree that FARM & RANCH REALTY, INC., along with its agents and employees, has recommended to them that they each consult with their own legal and tax counsel prior to executing this contract.

23. **FACSIMILE SIGNATURES:** This document may be executed in several counterparts. All counterparts so executed shall constitute one agreement and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart signature page. Hand signatures transmitted by fax or electronic mail such as PDF are also permitted as binding signatures to this agreement.

BUYER(S):

ROBERT LUCK LIVING TRUST

BY: 
ROBERT LUCK, TRUSTEE

Date: DECEMBER 3, 2021

Buyer's Address: 1791 Co Rd 15,
~~#2188 CIRCLE~~, COLBY, KS 67701
Buyer's Telephone: 785-462-~~0117~~-0686
Buyer's E-MAIL: 785-460-0745 (QUINTEN FLANNIGAN) - CALL HIM FOR EMAILS
bobluck@ST-Tel.Net, 785-462-0686

SELLER(S):

GARY G. GOETSCH TRUST DATED MAY 26, 2006

DocuSigned by:

BY: LIBERTY GOETSCH, TRUSTEE 12/4/2021

Date: DECEMBER , 2021

Seller's Address: 1323 SHELTER ROCK ROAD, ORLANDO, FL 32835
Seller's Telephone: 407-285-7350
Seller's E-MAIL: libertygoetsch@aol.com

LYMAN L. GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996

BY: Lyman L. Goetsch
LYMAN L. GOETSCH, TRUSTEE

Date: DECEMBER 7, 2021

S. JOANNE GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996

BY: Lyman L. Goetsch
LYMAN L. GOETSCH, TRUSTEE

Date: DECEMBER 7, 2021

Seller's Address: 2470 COUNTY ROAD 5, BREWSTER, KS 67732
Seller's Telephone: 785-694-2657
Seller's E-MAIL: N/A

The Selling Company and Listing Company confirm the respective agency disclosure as set forth in Section 15.

Selling & Listing Company: FARM & RANCH REALTY, INC., P.O. BOX 947, COLBY, KS 67701
Name and Address

By: 
Signature

Date: DECEMBER 7, 2021

GOETSCH/LUCK CONTRACT - TRACT 2
Buyer's initials RUL
Date 12/3/2021

PAGE 1 OF 2
DS
Seller's initials L.G.
Date 12/4/2021 12/21/21

DEC 22 2021

Transaction Broker
Designated Seller Agent Designated Buyer Agent

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16. **REPRESENTATIONS AND RECOMMENDATIONS:** It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 20 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to any element to the subject property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract or the performance or non-performance of either of the parties to this Contract. Buyer and Seller agree that broker and broker's agents do not have any expertise in evaluating the environmental condition of the property described in paragraph 1, and that broker and broker's agents have made no representation concerning environmental condition except as may be noted in paragraph 20 (Additional Terms and Conditions). Buyer or Seller may retain an environmental inspection firm to inspect the property. Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in paragraph 20 (Additional Terms and Conditions) if said understood or implied representations are to be effective or enforceable.

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

18. **LIENS:** Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises or item of personal property covered by this Contract. Any existing liens upon the premises which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds upon settlement date.

19. **AGREEMENT APPROVAL:** This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Seller. This contract shall be fully binding upon the parties, their heirs, executors, administrators, successors and assigns except as limited herein. No assignment shall serve to release or relieve the party assigning from any responsibilities or obligations hereunder. This Contract and its validity, construction and performance shall be governed by the laws of Kansas.

20. **ADDITIONAL TERMS AND CONDITIONS:**

A) IT IS AGREED BY AND BETWEEN THE PARTIES THAT THE SELLER AND/OR BUYER MAY BE ENTERING INTO AN IRS 1031 TAX-DEFERRED EXCHANGE AND BOTH SELLER AND BUYER AGREE TO EXECUTE ALL DOCUMENTS NECESSARY TO FACILITATE THIS EXCHANGE AT NO EXPENSE OR LIABILITY TO THE SELLER OR BUYER.

21. **FSA PROGRAM PAYMENTS:**

a. If part or all of this farm has been enrolled into the current Farm Bill, or is enrolled in the Conservation Reserve Program (CRP) and/or the Grassland Reserve Program (GRP), the Buyer agrees to succeed to the applicable contract and operate the farm in a manner deemed necessary to keep the farm in compliance for the duration of the contract terms. SELLER ACKNOWLEDGES THAT HE IS LIABLE FOR ANY VIOLATIONS OR OVERPAYMENTS THAT COULD OCCUR PRIOR TO THE DATE OF CLOSING OF THIS CONTRACT. BUYER ACKNOWLEDGES THAT HE IS LIABLE FOR ANY VIOLATIONS OR OVERPAYMENTS THAT COULD OCCUR AFTER THE DATE OF CLOSING OF THIS CONTRACT. Buyer acknowledges that he has investigated the soils and lay of the land and, in the event of any highly erodible land acres and/or wet land acres, agrees to be responsible for any compliance requirements.

b. THE PARTIES HERETO AGREE THAT THE BUYER WILL SUCCEED IN INTEREST TO THE CURRENT FARM SERVICE AGENCY (FSA) CONTRACT.

THE PARTIES HERETO AGREE THAT ANY FUTURE FSA FARM PROGRAM PAYMENTS SHALL FOLLOW THE CROPS AND SHALL BE PAID PURSUANT TO FSA REGULATIONS.

c. SELLER AGREES TO TRANSFER THE FSA CONTRACT BASE ACRES CURRENTLY ALLOCATED TO THIS TRACT, IF ANY, TO THE BUYER AT CLOSING AND BOTH THE SELLER AND BUYER AGREE TO SIGN ALL DOCUMENTS NECESSARY TO TRANSFER SAID BASE ACRES IN ACCORDANCE WITH FSA REGULATIONS AS SOON AS SAID DOCUMENTS ARE PREPARED AFTER THE CLOSING OF THIS CONTRACT.

22. **RECOMMENDATION OF LEGAL COUNSEL:** By executing this document, both Buyer and Seller acknowledge that FARM & RANCH REALTY, INC., along with its agents and employees, have advised them that this contract involves important

GOETSCH/MILLER CONTRACT - TRACT 2
Buyer's initials WLS
Date 12-3-21

PAGE 3 of 3
Seller's initials DS
Date 12/4/2021 L.G. 12/7/21

and material legal consequences. Buyer and Seller hereby specifically acknowledge and agree that FARM & RANCH REALTY, INC., along with its agents and employees, has recommended to them that they each consult with their own legal and tax counsel prior to executing this contract.

23. **FACSIMILE SIGNATURES:** This document may be executed in several counterparts. All counterparts so executed shall constitute one agreement and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart signature page. Hand signatures transmitted by fax or electronic mail such as PDF are also permitted as binding signatures to this agreement.

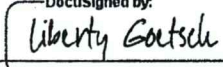
BUYER(S):


WILLARD MILLER, JR.
Date: DECEMBER 22, 2021

Buyer's Address: #2 LEE CIRCLE, COLBY, KS 67701
Buyer's Telephone: 785-462-0117
Buyer's E-MAIL: 785-460-0745 (QUINTEN FLANNIGAN) – CALL HIM FOR EMAILS

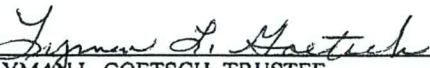
SELLER(S):

GARY G. GOETSCH TRUST DATED MAY 26, 2006

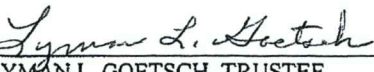
DocuSigned by:

BY: LIBERTY GOETSCH, TRUSTEE 12/4/2021
Date: DECEMBER 4, 2021

Seller's Address: 1323 SHELTER ROCK ROAD, ORLANDO, FL 32835
Seller's Telephone: 407-285-7350
Seller's E-MAIL: libertygoetsch@aol.com

LYMAN L. GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996

BY: 
LYMAN L. GOETSCH, TRUSTEE
Date: DECEMBER 7, 2021


S. JOANNE GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996

BY: 
LYMAN L. GOETSCH, TRUSTEE
Date: DECEMBER 7, 2021

Seller's Address: 2470 COUNTY ROAD 5, BREWSTER, KS 67732
Seller's Telephone: 785-694-2657
Seller's E-MAIL: N/A

The Selling Company and Listing Company confirm the respective agency disclosure as set forth in Section 15.

Selling & Listing Company: FARM & RANCH REALTY, INC., P.O. BOX 947, COLBY, KS 67701
Name and Address

By: 
Signature Date: DECEMBER 7, 2021

GOETSCH/MILLER CONTRACT – TRACT 2
Buyer's initials WLM
Date 12/22/21

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Seller's initials LG
Date 12/4/2021 LG 12/7/21

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DEC 22 2021

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COPY

REAL ESTATE PURCHASE CONTRACT (LAND ONLY)

THIS AGREEMENT, Made and entered into this 3RD day of DECEMBER, 2021, by and between the GARY G. GOETSCH TRUST DATED MAY 26, 2006; LYMAN L. GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996; AND S. JOANNE GOETSCH REVOCABLE TRUST DATED DECEMBER 10, 1996, hereinafter referred to as "Seller", whether one or more, and WILLARD MILLER, JR., hereinafter referred to as "Buyer", whether one or more.

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

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in SHERMAN COUNTY, KANSAS, to-wit:

WEST HALF OF THE NORTHEAST QUARTER (W/2NE/4) OF SECTION TWELVE (12), TOWNSHIP SIX (6) SOUTH, RANGE THIRTY-SEVEN (37) WEST OF THE 6TH P.M.,

EXCEPT AND SUBJECT TO: EASEMENTS, RESTRICTIONS, RESERVATIONS, AND OIL AND GAS LEASES OF RECORD, IF ANY.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above described real property, the sum of TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND 00/100THS Dollars (\$232,500.00), in the manner following, to-wit: \$23,250.00 (10%) DOWN UPON THE SIGNING OF THIS CONTRACT WITH THE APPROXIMATE BALANCE OF \$209,250.00 DUE AT CLOSING, SUBJECT TO ADJUSTMENTS AND PRORATIONS (NOT INCLUDING CLOSING COSTS). PERSONAL AND CORPORATE CHECKS ARE ACCEPTABLE FOR THE DOWN PAYMENT WITH THE FINAL PAYMENT TO BE MADE IN CERTIFIED FUNDS.

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

Buyer requests title company to:

- leave title binder open
issue final policy on land

4. MINERAL RIGHTS: ALL OF THE SELLER'S INTEREST SHALL TRANSFER TO THE BUYER AT CLOSING.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT THE BUYER IS RESPONSIBLE FOR CONDUCTING HIS OWN VERIFICATION OF OWNERSHIP OF THE MINERAL RIGHTS.

5. CROPS planted at the time of sale: THERE ARE NO GROWING CROPS.

6. WATER RIGHTS:

- pass with the land to the Buyer
remain with the Seller
other (please describe)

THE BUYER ACKNOWLEDGES THAT THE SELLER HAS GIVEN THE BUYER THE SELLER'S BEST ESTIMATE OF THE WATER RIGHTS BEING TRANSFERRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. BUYER HEREBY SPECIFICALLY ACKNOWLEDGES THAT FARM & RANCH REALTY, INC. HAS MADE NO REPRESENTATIONS WHATSOEVER CONCERNING THE WATER RIGHTS BEING TRANSFERRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT AND, IN FACT, HAS INSTRUCTED THE BUYER TO

GOETSCH/MILLER CONTRACT - TRACT 2

Buyer's initials Willard
Date 12-3-21

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Seller's initials L.G.
Date 12/4/2021

INDEPENDENTLY VERIFY, WITH THE APPROPRIATE STATE AGENCY, THE STATUS OF THE WATER RIGHTS ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT.

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

8. **LAND CURRENTLY ZONED** as: NONE.

9. **SURVEY:** SELLER will acquire will not acquire a survey on the property being purchased, regardless of lender's survey requirements.

10. **DEED AND DOCUMENTS FOR CLOSING:** In the event a title or abstract company prepares a Deed and Affidavit of No Liens and other necessary documents to complete this transaction, the charge for same shall be paid by the Seller. BUYER AND SELLER SHALL PAY, IN GOOD FUNDS, THEIR RESPECTIVE CLOSING COSTS AND ALL OTHER ITEMS REQUIRED TO BE PAID AT CLOSING, EXCEPT AS OTHERWISE PROVIDED HEREIN. BUYER AND SELLER SHALL SIGN AND COMPLETE ALL CUSTOMARY OR REQUIRED DOCUMENTS AT OR BEFORE CLOSING. FEES FOR REAL ESTATE CLOSING SERVICES SHALL BE PAID AT CLOSING ONE-HALF BY EACH PARTY.

11. **EARNEST MONEY:** The Buyer does hereby deposit with the escrow agent, ELAND TITLE COMPANY, LLC, earnest money in the form of A PERSONAL CHECK and in the amount of \$23,250.00 as a security that the terms and conditions of this Contract shall be fulfilled by the Buyer. Earnest money shall be deposited within five business days after Contract is accepted by all parties. Said earnest money shall be applied to the purchase price at closing. In the event this contract fails to close, the earnest money shall be disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyer, Buyers and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Pursuant to Kansas Statute 58-3061 (g), the broker can only disburse earnest money 1) pursuant to written authorization of buyer and seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds or documents deposited with the escrow agent or the listing broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent or listing broker. Interest earned on escrowed funds shall be retained by escrow agent as consideration for maintaining said account.

12. **PRORATION OF TAXES AND RESERVES:** All taxes and special assessments shall be paid from the proceeds of the sale as herein provided. ALL AD VALOREM TAXES FOR 2021 AND PRIOR YEARS SHALL BE PAID BY THE SELLER AT CLOSING BY THE ESCROW AGENT. TAXES FOR 2022 AND SUBSEQUENT YEARS SHALL BE PAID BY THE BUYER.

13. The Seller agrees to convey the above-described premises with all the improvements, if any, located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

14. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to make final settlement on or before DECEMBER 30, 2021. IF SELLER HAS BEEN UNABLE TO GIVE CLEAR TITLE, BUT CLEARING TITLE IS IN PROCESS, THEN, BUYER AND SELLER AGREE THAT THE CLOSING DATE OF THIS CONTRACT SHALL BE EXTENDED FOR A REASONABLE PERIOD OF TIME NOT TO EXCEED THIRTY (30) DAYS. Seller agrees to give possession as follows: JANUARY 1, 2022.

15. **AGENCY DISCLOSURE:** Seller and Buyer acknowledges that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, as a transaction broker, a designated seller agent, or as a designated buyer agent. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker have a duty to assist one or more parties with a real estate transaction without being an agent or advocate for the interests of any party to such transaction **SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.**

Listing Broker/Licensee is functioning as an:
 Agent of the Seller
 Transaction Broker
 Designated Seller Agent Designated Buyer Agent

Selling Broker/Licensee is functioning as an:
 Agent of the Seller
 Agent of the Buyer

GOETSCH/MILLER CONTRACT - TRACT 2

Buyer's initials lcw
Date 12-3-21

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DS
Seller's initials LG
Date 12/4/2021 LG, 12/7/21

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**STATEMENT OF REVIEW
under K.A.R. 5-5-11(b)(3), (4) and (5)
for a Point of Diversion located within GMD No. 4**

The items listed below were reviewed by the undersigned person(s) at Colby, Kansas, on this 14th day of December, 2021. This review was related to the proposed *Change in Place of Use Under Water Right* for File No. 22538.

- (1) Water flow meters will be required on all wells authorized by the above-referenced file number. These flow meter(s) shall be properly installed and maintained on each well to the satisfaction of the Chief Engineer. The metered quantity of water diverted during the past year by each well shall be reported on the annual water use report required by law to be provided to the Division of Water Resources (Division).
- (2) Northwest Kansas Groundwater Management District No. 4 (GMD No. 4) will make at least one visit per calendar year to this farm. The purpose of this visit is to monitor the compliance with conditions under which this change will be approved, if granted. Reports of verification of compliance and status reports will be completed by GMD No. 4 and furnished to the Division.
- (3) The amount of water required to irrigate the acreage proposed under this change application has been reviewed. The five-year allocation, if required, has been reviewed and is understood to be 900 acre-feet. The five-year allocation is the quantity of water that will be authorized for diversion under this water right for each five-year period.
- (4) The approval of this application will be conditioned so that any use of water in excess of the five-year allocation will result in a two-year suspension of all water use under that water right and a subsequent restriction of the authorized place of use to a place of use equivalent to the base acres at a location specifically set forth on the change application approval.
- (5) For an application that proposes an increase in authorized acres solely for the purpose of rotation of the irrigated land within the authorized place of use, the base acres are 152 acres. The acres irrigated in any one calendar year shall not exceed N/A base acres each calendar year. The land to be irrigated will be certified to GMD No. 4 in writing before applying any water in that calendar year.
- (6) The approval of this application will be conditioned so that the use of water on more than the base acres certified to GMD No. 4 in any calendar year will result in a two-year suspension of all water use under this water right and a subsequent restriction of the authorized place of use equivalent to the base acres at a location specifically set forth on the change application approval.

File No. 22530

(7) Changes in the Memorandum of Understanding between GMD No. 4 and the Division may affect the above-referenced files. If the Memorandum of Understanding related to K.A.R. 5-5-11 between the GMD No. 4 and the Division is rescinded because of the fault of GMD No. 4, the authorized place of use will revert to the equivalent of the base acres at a location specifically set forth in the change approval.

(8) I agree that the place of use authorize by this water right becomes subject to subsequent restrictions, the authorized place of use shall revert back to, or less than, the "base acres" of the water right, and will be as follows:

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
12	U	37	33	33	33	33													132

By signing below, I am indicating that I have reviewed and understand the items set forth above and agree that I am willing to abide by those conditions if my application for change in place of use is approved.

Willard Muller
Signature

Signature

Signature

Signature

State of Kansas)
County of Thomas)

I hereby certify that the foregoing document was signed in my presence and sworn before me this 14th day of December, 2021.



Jody E. McCain
Notary Public

1-120-4

DEC 22 2021

DESCRIPTION OF OPERATION FOR IRRIGATION PROJECTS

Completion of this form is required before the Division of Water Resources can process your application to appropriate water. Attach supplemental sheets as needed.

Legal description of the field(s) to be irrigated:

795 acres to be irrigated under a five-year allocation. The acres are located in Sections 11, 10 & 15, Township 6 S, Range 36 West, Thomas County, Kansas.

1. Indicate the soils in the field(s) and their intake rates:

Soil Name	Percent of field (%)	Intake Rate (in/hr)	Irrigation Design Group
<u>Ulysses silt loam</u>	<u>32%</u>	_____	_____
<u>Pleasant silty clay loam</u>	<u>2%</u>	_____	_____
<u>Kuma silt loam</u>	<u>66%</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total:	100 %	_____	_____

2. Estimate the average land slope in the field(s): 1 %

Estimate the maximum land slope in the field(s): 2 %

3. Type of irrigation system you propose to use (check one):

- Center pivot
 Center pivot - LEPA
 "Big gun" sprinkler
 Gravity system (furrows)
 Gravity system (borders)

Other, please describe: _____

4. System design features:

a. For gravity irrigation systems, describe how you will control tailwater:

MA

b. For sprinkler systems:

- 1) Estimate the pressure at the pivot: 10 psi
- 2) What is the sprinkler package design rate? 500 gpm
- 3) What is the wetted diameter (twice the distance the sprinkler throws water) of a sprinkler on the outer 100 feet of the system? 34 feet
- 4) Is a copy of the sprinkler package design information attached? Yes No

5. Crop(s) you intend to irrigate. Please note any planned rotations:

soybeans, wheat, corn, sunflowers

6. Please describe how you will determine when to irrigate and how much water to apply (particularly important if you do not plan a full irrigation).

Plan to do a rotation

Applicant's signature: _____

Willard Mully

Date signed: 12/14/21

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LEGAL (OPT)	NW 24-9-42 18847
PIVOT LENGTH (REQD)	1290
ROTATION DEGREES (REQD)	360
GPM (REQD)	670
NOZZLE SPACING IN FT (OPT)	6.6666
RESIDUE IN LBS/ACR (REQD)	4000
ACRES OF CLASS VI SOIL IN GRASS, ALFALFA, ETC.	0
CROPS	ANY IRRIGABLE CROPS MAY BE PRODUCED
ADDED PROVISIONS/NOTES	NONE

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CALCULATIONS FOR AVERAGE FIELD SLOPE

ACRES IN FIELD: 120.0166

MAP UNIT NUMBER	SOIL TYPE	AVERAGE SLOPE	ACRES OF THE SOIL TYPE	WEIGHTE AVERAGE
1857	Ulysses silt loam, 1 to 3 percent slopes	2	103	1.71643
1741	Pleasant silty clay loam, ponded	0.1	7	0.00583
1652	Kuma silt loam, 0 to 1 percent slopes	0.5	210	0.87488
0		0		0
0		0		0
0		0		0
0		0		0
0		0		0
0		0		0

AVERAGE WEIGHTED FIELD SLOPE: 2.60 %

ENTER CLASS VI ACRES HERE:	0 ACRES
ENTER STEEPEST SLOPE IF CLASS VI:	7 %
WEIGHTED AVERAGE FIELD SLOPE:	2.59714 %
PER CENT CLASS VI SOIL	0 %
DESIGN SLOPE FOR CENTER PIVOT:	2.59714 %

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DESIGN GROUP 5

design slope	2.59714 %	3
residue	4000 lbs/acre	4000
max all. Appl. Rate	3 in/hr	

1
3
5
7

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4.2
2.5
1.5
1.1

900	0.85
1000	0.9
1500	0.95
2000	1
2500	1.05
3000	1.1
3500	1.15
4000	1.2
4500	1.25

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CALCULATED

MAX ALLOW APPL RATE	PIVOT LENGTH	GPM:WTD DIA	GPM	WTD DIA
3	1290	20.10	670.00	33.33

GPM = 670

APPL RT= 3.00

RADIUS	GPM	NZL SPCNG	GPM/AC
1290	670	6.6666	5.58

669.98 =SUM NZL GPM
6.91 =GPM END NZL