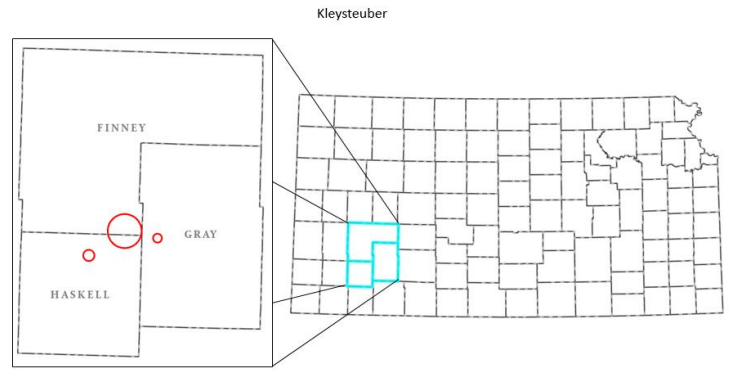


January 2023-December 2027

Kleysteuber Farms

Water Conservation Area Management Plan



Water Conservation Area Executive Summary

Acres: 3,899.54

Number of IRR Water Rights: 22

Number of IRR Wells: 24

WCA Allocation:

- 13,306.599 AF for period of WCA (Plus carryover of unused quantity of 144.63 AF)
- 21% reduction from combined annual average water use from 2008-2017.

Prior Conservation:

- Enrolled in previous WCA from January 2018 to December 2022.
Documented conservation during that period and prior years.

Corrective Controls:

- All water rights are limited to their annual maximum diversion rates.
- All water rights, except WR #12,583 are limited to their annual authorized quantity.
 - WR#12,583 and WR #16,187 cannot exceed a combined total of 2,800 acre-feet during the WCA period.
 - In case of extreme drought, any point of diversion could exceed its annual authorized quantity by 105% if needed but cannot exceed the total annual authorized aggregate annual quantity of all water rights participating in the WCA.
- Potential carry-over of 1-year's WCA allocation with a subsequent WCA.

Total water conserved over WCA period (based on historical use): 3,523.68 AF.

MANAGEMENT PLAN

For the Designation of a Water Conservation Area (WCA) Kleysteuber Farms WCA; Finney, Gray, and Haskell Counties, KS January 2023 through December 2027

In order to conserve and extend the productive life of the aquifer in our region and increase the value and viability of our water rights and water resources for future generations we, the undersigned water right owners propose the following management plan, pursuant to K.S.A. 82a-745 (WCA Law), to form the basis of a Consent Agreement and Order Designating a Water Conservation Area (WCA).

Expression of Conservation Goals

The goals of this WCA are to maintain production while enhancing profitability per acre-foot of water pumped, to examine and change current conservation practices as necessary, and to reduce water use over the term of the WCA from long-term averages. We, the water right owners, enrolling in a consent agreement under the terms and conditions of this WCA management plan will work towards these goals by exercising more flexible and efficient use of the water resource.

We, the water right owners are consenting to the terms and conditions of this WCA and commit to reducing water use for five (5) years, through a 21% reduction from the historic average use of all water rights enrolled in this WCA.

Water Rights Enrolled and Geographical Boundaries

The Kleysteuber Farms WCA shall include the water rights listed in the attached documents. This list includes details of all points of diversion associated with those water rights; as well as legal descriptions of the locations of the points of diversion and/or well identification numbers.

The current total appropriations authorized for all water rights that are included in this WCA are 7,047 acre-feet per year, with an average annual use during the period 2008-2017 of 2,947.660 acre-feet. With a 21% reduction from the historical annual average use from 2008-2017, the five-year WCA allocation is 13,306.599 AF for this group of water rights.

The geographic boundary for this WCA is shown on the attached map and attached table defined by legal locations. This table includes total acres and legal definitions by section, township, and range of the WCA boundary.

Findings Regarding Groundwater Conditions

We understand that the WCA Law requires a finding that one of the following circumstances be present within the area geographic boundaries of this WCA; specified in K.S.A. 82a-1036 (a) through (d):

- a) Groundwater levels in the area in question are declining or have declined excessively.
- b) The rate of withdrawal of groundwater in the area equals or exceeds the rate of recharge within such area.
- c) Preventable waste of water is occurring or may occur within the area in questions; or
- d) Unreasonable deterioration of the quality of water is occurring or may occur within the area in question.

and amendments thereto, exist, or include a finding or findings that the area within the geographic boundaries described in paragraph (1) has been closed to new appropriations by rule, regulation, or order of the Chief Engineer.

We have been informed that the following conditions exist:

- a) Groundwater levels in the area in question are declining or have declined excessively.
- b) The rate of withdrawal of groundwater in the area equals or exceeds the rate of recharge within such area.

These conditions suggest the advisability of implementing this WCA.

See the attached maps and figures supporting these findings and observations. Such attached documents shall include:

- Location maps with WCA geographic boundary- **Attachment A**
- Detailed table with description of WCA geographic boundary- **Attachment B**
- Summary of water use history and legal locations of water rights in WCA- **Attachment C**
- KGS Observation well(s) data- **Attachment D**

Per the Corrective Controls Provisions and Plan for Conservation Section under the WCA management plan it has been determined that the proposed provisions listed will not significantly affect nearby points of diversion. This has been determined by a Theis analysis conducted by the Kansas Department of Agriculture and the Theis reports for the water rights in question are included in the attached documents.

Due Consideration for Past Conservation

We acknowledge that as described in the law, a water conservation area (WCA) management plan shall give due consideration to water users who have previously implemented reductions in water use resulting from voluntary conservation measures.

Kleysteuber Farms have already taken voluntary conservation measures resulting in reduced groundwater use.

Kleysteuber Farms has been enrolled in a WCA since January 2018. Additional savings of water than planned was achieved during the WCA. The past WCA and all prior documentation of conservation efforts and programs shall be considered as past conservation.

Corrective Control Provisions and Plan for Conservation

We acknowledge that the following corrective controls will be in effect within this WCA during the term of the WCA period listed:

1. Water rights, at the discretion of the owners, may be pumped as directed by the owner, provided that:
 - a. All points of diversion are limited to their current authorized diversion rates.
 - b. All water rights, except WR #12,583, are limited to their annual authorized quantity.
 - i. In case of extreme drought, with prior notification to the KDA-DWR, up to 105% of additional annual quantity could be requested for any point of diversion as long as the total aggregate of the combined authorized annual quantities is not exceeded during the same calendar year.
 - c. WR #12,583 and WR #16,187 cannot exceed a combined total of 2,800 acre-feet within the 5 year period of the WCA.
 - d. The sum of water use under all water rights combined shall be limited to no more than 13,306.599 AF for the 5 year period, plus the remainder allocation from the 2018-2022 WCA (144.63 AF) if needed.
2. The corrective control provisions of this WCA cannot conflict with the rules and regulations within the boundaries of the local GMD that result in greater overall conservation of water resources. If a Local Enhanced Management Area (LEMA) plan or an Intensive Groundwater Use Control Area (IGUCA) is formed after the initiation of this WCA, and the WCA is partially or wholly within the LEMA or IGUCA, the corrective control provisions that result in the greater overall conservation of water resources based on inches per acre and not based on percent reduction of average historical use shall prevail. However, any LEMA or IGUCA must give due consideration to the conservation achieved by WCA participants pursuant to 82a-745(a)(6). The Chief Engineer is authorized to amend the provision of the WCA to conform to any rules, regulations, or requirements that result in greater conservation of the water resource subject to the foregoing due consideration for past and current conservation.

We, the water right owners enrolling in this WCA understand we may gain the following flexibilities in consideration for our conservation.

3. Up to the annual WCA Allocation (2,661.320 AF) may be carried over and added to a subsequent WCA period after 2027; if unused during the duration of this WCA period. For the carryover quantity to be included, all owners must enter into agreement to participate in a subsequent WCA by December 31st of the last year of this WCA period.

Compliance Monitoring and Enforcement

We, the owners, understand that the following compliance monitoring and enforcement provisions are proposed. This section also includes any specific provisions regarding measuring or reporting water usage.

There is one recognized observation well within one (1) mile of this WCA boundary that has for many years been measured annually by the Kansas Geological Survey (KGS). See attached water right area map for locations. The well will continue to be measured annually and the data collected will help in evaluating the effectiveness of the WCA. An onsite observation well may be necessary to monitor the local water level more accurately.

We will submit an annual report no later than March 1st and maintain a spreadsheet detailing the following information for each well and all wells combined: beginning and ending meter readings, quantity of water diverted, acres irrigated, the inches per acre, and the quantity of water remaining for the WCA period listed. These records will be available to KDA-DWR upon request.

We will ensure backup measurements will be supported or an alternate measurement device will be available to be put into service in case the water flowmeter record for any given well is questionable or not reliable.

We acknowledge that water flowmeters within the WCA will be sealed to the measurement chamber by KDA-DWR during the duration of this management plan to ensure an accurate water use record.

We, water right owners within this WCA shall be responsible for ensuring the water flowmeters comply with state and local law(s). Any water right owner or authorized designee who finds a flow meter that is inoperable or inaccurate shall within 48 hours contact the KDA-DWR concerning the matter. Whenever an inoperable or inaccurate meter is repaired or replaced, the owner or authorized designee shall notify the KDA-DWR within seven (7) days on a form prescribed by the Chief Engineer of the water flowmeter installation and any water flowmeter repair or replacement event.

We acknowledge that failure to abide by the terms of this agreement may result in the termination of the WCA. Failure to abide by the terms, conditions, and limitations of the individual water rights will be subject to the civil penalties outlined in K.A.R. 5-14-10 and K.A.R. 5-14-12.

Review of Effectiveness

We acknowledge that a review of this WCA shall be completed prior to November 1st of the final year of the WCA period listed to ensure the above terms remain appropriate and are achieving the stated goals of this WCA. Should the Chief Engineer find that the terms are no longer appropriate or that no progress has been made towards the stated goal, the Chief Engineer may refuse to renew a WCA and may suggest new terms and goals. We understand that upon review, and a finding by the Chief Engineer that the WCA has achieved or made progress towards its goals and that the same terms may be included in a subsequent WCA for another designated period. The terms of the WCA may be continued as long as this WCA is in good standing with its most recent WCA period and upon formal approval by the Chief Engineer. The Chief Engineer shall issue findings

addressing the terms and goals of the existing management plan prior to any renewal of a subsequent WCA.

We acknowledge that unless terminated under the provisions below (e.g., due to the development of a LEMA), the WCA will be in effect for the listed period with an evaluation at the end of every WCA period. We understand that KDA-DWR will conduct this evaluation to ensure compliance and conservation. The evaluation will determine total water use during the WCA period.

We acknowledge that should an order of designation for a LEMA be implemented prior to end of this WCA period, an evaluation of this WCA will be conducted the year prior to the start of a LEMA. This evaluation may be used to determine an additional allocation amount of water to be carried over into a LEMA; should this be the case.

Member addition, withdrawal, and removal

We acknowledge that the water right owners and their associated water right(s) and geographic boundaries may be added to the WCA upon written notification to the Chief Engineer by the owners of each enrolling water right with legal descriptions of the areas to be added. A member may withdrawal from the WCA through written notification to the Chief Engineer signed by the owners of the participating water right or rights to be withdrawn from the WCA.

If the addition or withdrawal of water rights requires modification to the water allocation quantities, geographic boundaries, places of use, terms, or conditions of the original WCA, the management plan shall be revised to incorporate such changes and the associated consent agreement shall be reaffirmed by all parties, after opportunity for comment on the proposed revisions by the applicable GMD.

Termination

We acknowledge this WCA agreement may be terminated by written notification, signed by all then-existing members of the WCA, to the Chief Engineer of the intent to terminate.

We also acknowledge that the Chief Engineer may terminate this WCA upon findings that it is not being upheld to its terms. Such termination shall give notice and require a full evaluation of the WCA, and water rights associated to ensure follow up actions.

State Law

We acknowledge that this WCA is subject to compliance with all other applicable state laws.

Notification to Nearby Owners

We acknowledge that, by statue, the Chief Engineer is required to provide written notification to all water right owners with a point of diversion within ½ of a mile, or farther if deemed necessary, by a rule and regulation of the Chief Engineer, of the boundaries of this WCA.

Assurances

We acknowledge this WCA will not alter the terms, conditions, and limitations of the base water rights.

Review of Other Applicable Requirements

We acknowledge that upon review, this WCA management plan was found to effect equal or greater overall conservation than applicable GMD regulations, LEMA, and IGUCA requirements.

Participant's Agreement

By signing below, we, the water right owners, agree that this Water Conservation Area Management Plan is fair and equitable. This management plan, provided to the Chief Engineer and water right owners, is the expressed written intent of the parties and the whole agreement between the parties. We, the water right owners agree to be bound by all the terms contained in this WCA Management Plan and understand that the provisions of this agreement shall be construed to give effect to the provisions listed. We, the water right owners also agree that this management plan is the basis for a consent agreement among the Chief Engineer and the undersigned water right owners, and therefore any order and consent agreement issued by the Chief Engineer, designating this WCA, shall be binding upon all parties as the necessary formal implementation of this management plan.

FOR THE PARTICIPANTS: All participating water right owner(s) signing below, affirm their approval of this WCA Management Plan and if approved by the Chief Engineer allow consent to the Chief Engineer to formally approve the designation of this Water Conservation Area, described herein, by means of a Consent Agreement and Order.

[Handwritten Signature]

Date: 3-28-23

KLEYTEUBER & GILLEN INC, Owner (Signature)

Water Right No(s). 3796, 10863, 15948, 23983, 12132, 12302, 17134, 18144, 22487, 22889-D1, 23181, 23724-DA, 30521

13060 S COUNTY ROAD 20, GARDEN CITY KS, 67846-9711

Full Mailing Address

Email Address

Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)

County of FRANKLIN) SS

Acknowledged before me on 3/28/2023

by DENNIS KLEYTEUBER

Signature: *[Handwritten Signature]*
Notary Public

My commission expires



(Notary Seal)

FOR THE PARTICIPANTS: All participating water right owner(s) signing below, affirm their approval of this WCA Management Plan and if approved by the Chief Engineer allow consent to the Chief Engineer to formally approve the designation of this Water Conservation Area, described herein, by means of a Consent Agreement and Order.

[Handwritten Signature]

Date: 3-28-23

DENNIS & JANICE KLEYS TEUBER JOINT REV TRUSTS, Owner (Signature)
Water Right No(s). 11374, 14734, 18680, 27710

2113 CENTER ST APT #1, GARDEN CITY, KS 67846
Full Mailing Address

Email Address

Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
County of FERNLEY) SS

Acknowledged before me on 3/28/2023

by DENNIS & JANICE KLEYS TEUBER

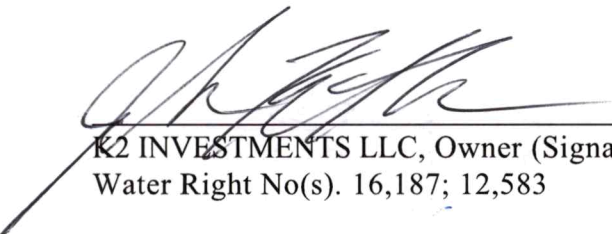
Signature: *[Handwritten Signature]*
Notary Public

My commission expires _____

(Notary Seal)




FOR THE PARTICIPANTS: All participating water right owner(s) signing below, affirm their approval of this WCA Management Plan and if approved by the Chief Engineer allow consent to the Chief Engineer to formally approve the designation of this Water Conservation Area, described herein, by means of a Consent Agreement and Order.

 _____ Date: 3/28/23
K2 INVESTMENTS LLC, Owner (Signature)
Water Right No(s). 16,187; 12,583

6310 OLD POST ROAD, GARDEN CITY KS, 67846
Full Mailing Address

Email Address Phone Number

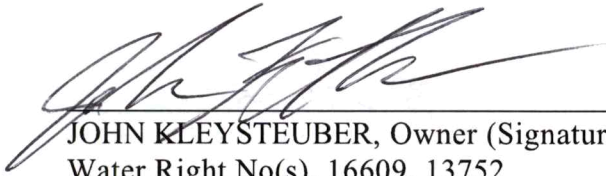
ACKNOWLEDGMENT OF NOTARY

State of Kansas)
County of FERRELL) SS
Acknowledged before me on 3/28/2023
by JOHN KLEYSTEUBER
Signature:  _____
Notary Public



My commission expires: _____
(Notary Seal)

FOR THE PARTICIPANTS: All participating water right owner(s) signing below, affirm their approval of this WCA Management Plan and if approved by the Chief Engineer allow consent to the Chief Engineer to formally approve the designation of this Water Conservation Area, described herein, by means of a Consent Agreement and Order.



JOHN KLEYSTAUBER, Owner (Signature)
Water Right No(s). 16609, 13752

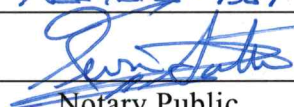
Date: 3/28/23

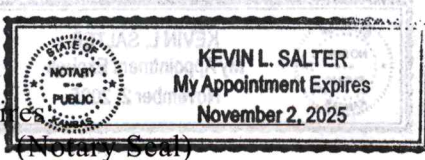
13060 S COUNTY ROAD 20, GARDEN CITY, KS 67846
Full Mailing Address

Email Address

Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
) SS
County of FENWICK)
Acknowledged before me on 3/28/2023
by JOHN KLEYSTAUBER
Signature: 
 Notary Public

My commission expires _____


FOR THE PARTICIPANTS: All participating water right owner(s) signing below, affirm their approval of this WCA Management Plan and if approved by the Chief Engineer allow consent to the Chief Engineer to formally approve the designation of this Water Conservation Area, described herein, by means of a Consent Agreement and Order.



Date: 3-28-23

DENNIS KLEYTEUBER, Owner (Signature)

Water Right No(s). 16609, 21192

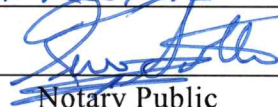
2113 CENTER ST APT 1, GARDEN CITY, KS 67846-3559

Full Mailing Address

Email Address

Phone Number


ACKNOWLEDGMENT OF NOTARY

State of Kansas)
County of FENNER) SS
Acknowledged before me on 3/28/2023
by DENNIS KLEYTEUBER
Signature: 
Notary Public

My commission expires
(Notary Seal)



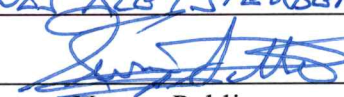
FOR THE PARTICIPANTS: All participating water right owner(s) signing below, affirm their approval of this WCA Management Plan and if approved by the Chief Engineer allow consent to the Chief Engineer to formally approve the designation of this Water Conservation Area, described herein, by means of a Consent Agreement and Order.

 Date: 3-28-23
 KLEYTEUBER CATTLE CO INC, Owner (Signature)
 Water Right No(s). 18877


13060 S COUNTY ROAD 20, GARDEN CITY, KS 67846
 Full Mailing Address

 Email Address Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
) SS
 County of FERNBURY)
 Acknowledged before me on 3/28/2023
 by DENNIS KLEYSTEUBER
 Signature: 
 Notary Public

My commission expires: _____
 (Notary Seal)



KEVIN L. SALTER
 My Appointment Expires
 November 2, 2025

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of _____, 2023, copies of the foregoing were sent via first class, U.S. mail, to the following:

KLEYTEUBER & GILLEN INC
13060 S COUNTY ROAD 20
GARDEN CITY KS, 67846-9711

DENNIS & JANICE KLEYTEUBER JOINT REV TRUSTS
2113 CENTER ST APT #1
GARDEN CITY, KS 67846

K2 INVESTMENTS LLC
6310 OLD POST ROAD
GARDEN CITY, KS 67846

JOHN KLEYTEUBER
13060 S COUNTY ROAD 20
GARDEN CITY, KS 67846

DENNIS KLEYTEUBER
2113 CENTER ST APT 1
GARDEN CITY, KS 67846-3559

KLEYTEUBER CATTLE CO INC
13060 S COUNTY ROAD 20
GARDEN CITY, KS 67846

Kansas Department of Agriculture
Staff Person

Attachment A: Location maps with WCA geographic boundary



Attachment C: Summary of water use history and legal locations of water rights in WCA

WR #	ID#	PDIV#	Location (Sect, Twn, Range)	Historical Period (2008-2017)	2022 Annual Auth Qty (AF)	Legal Ave WU (AF)
21192	3	42247	31-26S-31W	08-17	264.000	194.800
13752	5	86777	29-26S-31W	08-17	520.000	260.300
3796	5	15752	31-26S-31W	08-17	320.000	209.100
10863	4	75319	29-26S-31W	08-17	542.000	220.400
23983	3	18439	29-26S-31W	08-17	260.000	198.400
12302	2	15987	31-26S-31W	08-17	320.000	203.600
12583	1	31911	30-26S-31W	08-17	175.000	157.287
16187	3	64385	30-26S-31W	08-17	320.000	270.537
16609	5	67181	03-27S-31W	08-17	260.000	119.800
18877	6	70619	03-27S-31W	08-17	260.000	135.900
22487	4	5599	31-26S-31W	08-17	303.000	202.400
23724-DA	2	9668	28-26S-31W	08-17	260.000	191.192
23724-DA	3	11442	33-26S-31W	08-17	260.000	189.145
30521	3	36497	20-26S-31W	08-17	260.000	201.900
30521	4	25627	20-26S-31W	08-17	264.000	192.900

WR #	ID#	PDIV#	Location (Sect, Twn, Range)	Historical Period (2008-2017)	2022 Annual Auth Qty (AF)	Legal Ave WU (AF)
11374	1	31655	02-27S-31W	08-17	200.000	0.000
12132	6	75439	10-27S-31W	08-17	260.000	105.596
14734	7	67818	02-27S-31W	08-17	220.000	105.000
15948	1	25917	33-26S-31W	08-17	504.000	123.000
17134	3	33409	03-27S-31W	08-17	260.000	0.000
18680	2	44282	04-27S-31W	08-17	260.000	0.000
22889-D1	2	30998	03-27S-30W	08-17	272.000	0.000
23181	4	6674	10-27S-31W	08-17	223.000	41.700
27710	8	71437	02-27S-31W	08-17	260.000	43.100

Attachment D: KGS Observation Well: 26S 31W 15BCC 01

