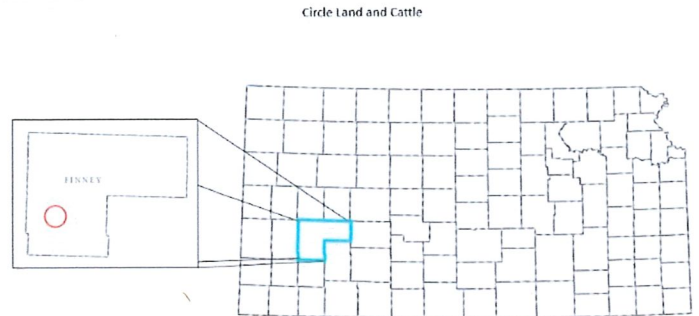


January 2023 through December 2032

Circle Land & Cattle WCA

Water Conservation Area Management Plan



Water Conservation Area Executive Summary

WCA Acres: 9,588.3

Number of IRR Water Rights: 22

Number of IRR Wells: 68

WCA Allocation:

- 142,680 AF (plus carryover of unused quantity of 2,307 AF).
 - 7% reduction from the (2003-2012) average use of 15,342 AF
 - (for reference: average use from 2008-2017 = 15,632 AF).

Prior Conservation Measures:

- Previous WCA had unused allocation of 2,307 AF.

Corrective Controls

- All points of diversion are limited to their annual authorized quantity.
 - In case of extreme drought, any well could exceed its authorized quantity by 105 % if needed but cannot exceed the total annual authorized aggregate quantity of all water rights participating in the WCA.
 - All points of diversion are limited to their annual diversion rates.

Conservation Goal: approximately 10,740 AF during the 10-year period.

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JAN 12 2023

Garden City Field Office
Division of Water Resources

MANAGEMENT PLAN

For the Designation of a Water Conservation Area (WCA)

Circle Land & Cattle WCA; Finney County, KS

January 2023 through December 2032

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 Ten (10) years, through an approximate 7% reduction from the historic use of all irrigation water rights enrolled in this WCA.

Water Rights Enrolled and Geographic Boundaries

This WCA shall include the water rights listed in the attached document. 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 identification numbers.

The current total appropriations authorized for all irrigation water rights included in this WCA are 18,586 acre-feet (AF) per year, with an average annual use during the period 2003-2012 of 15,342 AF. With a 7% reduction from the historical annual average use, the Ten (10) year WCA allocation is 142,680 AF, plus remaining allocation from the previous WCA. The unused previous allocation of 2,307 AF is requested to be added to the WCA allocation and may be used if needed for extreme drought during this WCA.

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

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Garden City Field Office
Division of Water Resources

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:

- Groundwater levels in the area in question are declining or have declined excessively.
- 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 may include:

- WCA geographic boundaries with KGS observation wells map- **Attachment A**
- WCA geographic boundaries map defined- **Attachment B**
- Detailed table with description of WCA geographic boundaries - **Attachment C**
- List of all water rights and description of legal locations- **Attachment D**
- KGS Observation well(s) data- **Attachment E**

Per the Corrective Control Provisions and Plan for Conservation section, under this WCA management plan no water right, or point of diversion, has any planned additional authorities than is currently authorized under the base water right. Therefore, it is determined that no further analysis, to determine possible impairments, needs to be completed for this WCA.

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.

Circle Land and Cattle have taken the following voluntary conservation measures resulting in reduced groundwater use. Circle Land & Cattle has been enrolled in a WCA since January 2018. A 2% additional

savings than planned was achieved during the WCA. The past WCA should 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 annual authorized quantity and authorized maximum rate of diversion. In case of extreme drought, with prior notification to 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.
 - b) Any irrigation well may be used for stock-watering purposes as needed or for a possible expansion to the feed yard that is located within the geographic boundaries of this WCA, provided that:
 - i. A term permit will be filed for any irrigation well to be used for stock-watering purposes at any time during the WCA.
 - c) The sum of water use under all irrigation water rights combined shall be limited to no more than 142,680 AF every Ten (10) years, plus the remainder allocation from the 2018-2022 WCA (2,037 AF) for a total of 144,717 AF, if needed due to extreme drought.
2. The corrective control provisions of this WCA cannot conflict with the rules and regulations 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 additional incentive(s) in consideration for our WCA participation.

3. Up to the annual WCA allocation (14,268 AF) may be carried over and added to a subsequent WCA period after 2022; 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 are seven (7) recognized observation well(s) within one (1) mile of this WCA boundary that have for many years been measured annually by the Kansas Geological Survey (KGS). See attached maps for locations. The well(s) 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 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 withdraw 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 the 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 statute, 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 geographic 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 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 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.

Mark D. Hagg Kimmy Hagg Date: 1-12-22
CIRCLE LAND & CATTLE CORPORATION- Owner (Signature)

Water Right No(s). 12821; 18729; 18730; 18731; 18732; 18733; 18903; 18976; 18977; 18978; 18979; 18980; 18981; 18982

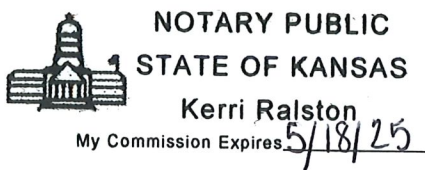
955 S Circle Land Rd, Garden City, Kansas 67846
Full Mailing Address

Email Address Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
) SS
County of Finney)
Acknowledged before me on 1/12/2023
by Kern Ralston
Signature: Kerri Ralston
Notary Public

My commission expires: 5/18/25
(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.

[Signature] Date: 1-16-23

ROCKING T RANCH LLC - Owner (Signature)
Water Right No(s). 9209-D1; 12161; 14856; 14913; 17014; 29881-D2; 29881-D3; 30156

2670 D RD RISING CITY NE 68658-3857
Full Mailing Address


Full Mailing Address

office@tulsdairies.com 402-926-2385
Email Address Phone Number

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
) SS
County of Finney)
Acknowledged before me on 1/12/23
by Kerri Ralston
Signature: [Signature]
Notary Public

My commission expires: 5/18/25
(Notary Seal)

 NOTARY PUBLIC
STATE OF KANSAS
Kerri Ralston
My Commission Expires 5/18/25

CERTIFICATE OF SERVICE

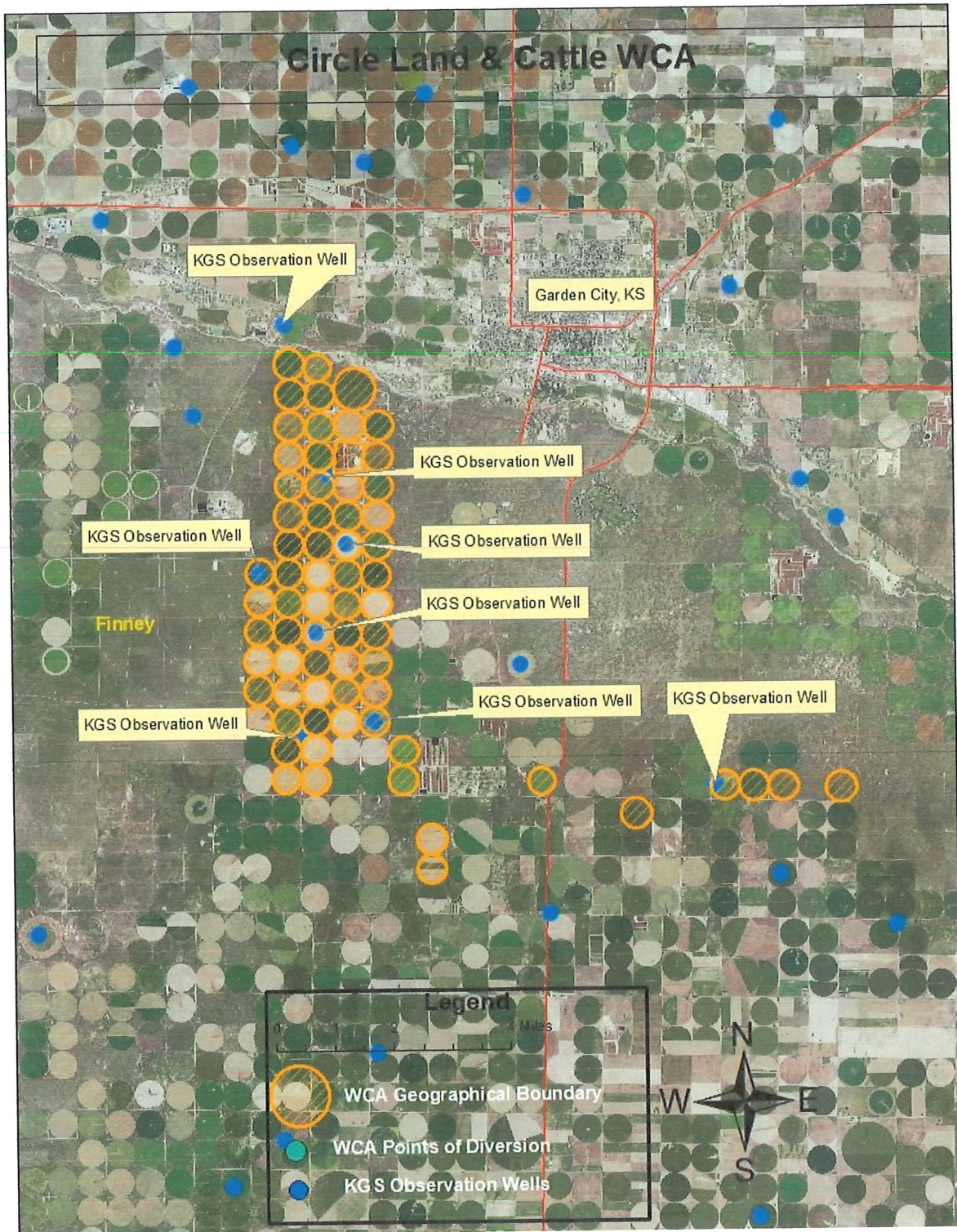
I hereby certify that on this ____ day of _____, ____ copies of the foregoing were sent via first class, U.S. mail, to the following:

CIRCLE LAND & CATTLE CORPORATION
955 S CIRCLE LAND RD
GARDEN CITY KANSAS 67846

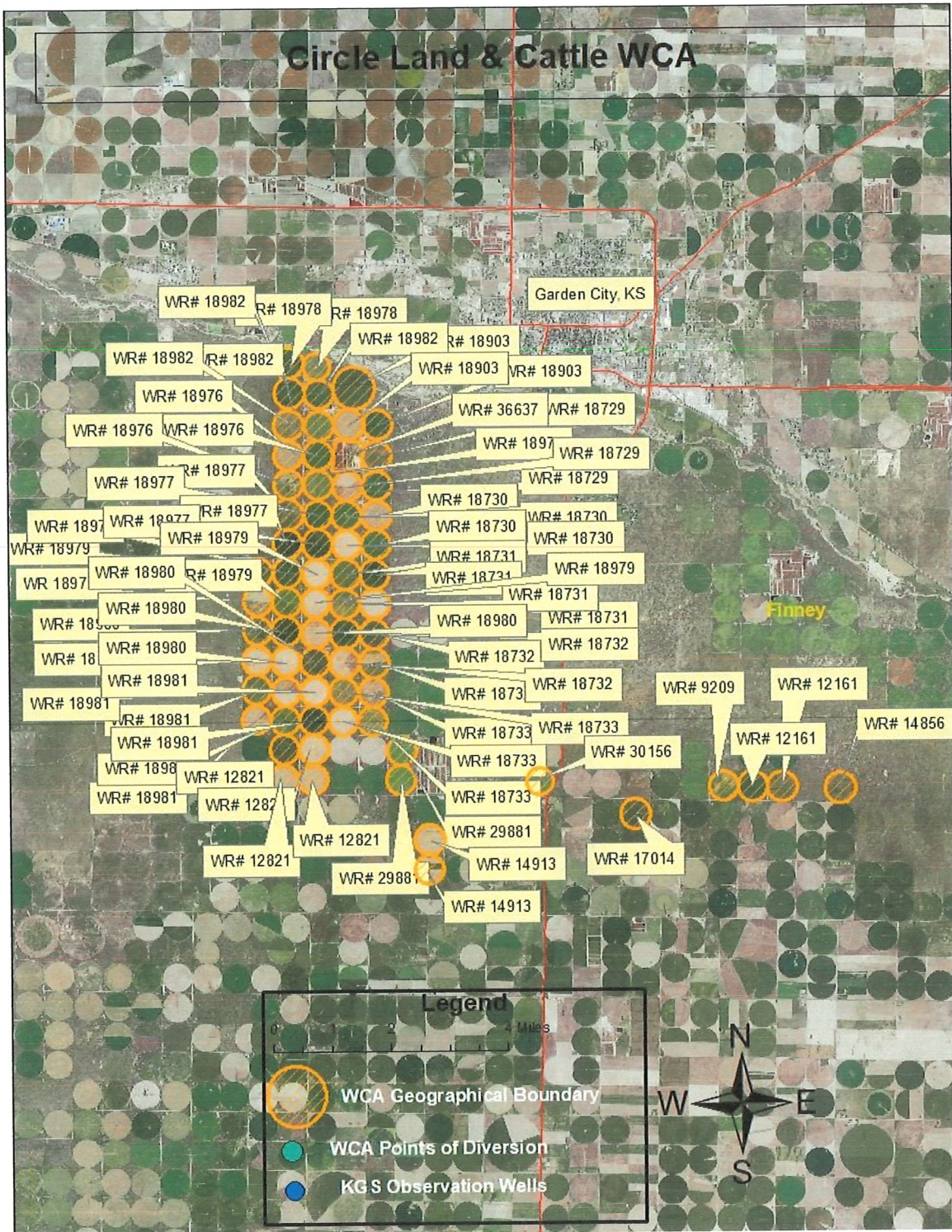
ROCKING T RANCH LLC
2670 D RD
RISING CITY NE 68658-3857

Kansas Department of Agriculture
Staff Person

Attachment A – WCA Geographical Boundaries with KGS observation wells



Attachment B – WCA Geographical Boundaries



Attachment C – Detailed table with description of WCA geographic boundaries

Sec	T (S)	R (W)	WCA Boundary												Total Acres						
			NE (1/4)			NW (1/4)			SE (1/4)			SW (1/4)									
			NE (1/4)	SW (1/4)	SE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	NE (1/4)	SW (1/4)	SE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)							
19	25S	32W										31	31	39.3	21	21	40	38	6	227.3	
22	25S	32W														40	40	40	40	40	160
23	25S	32W										31.5	31.5	31.5	31.5	31.5	31.5	31.5	31.5	31.5	252
24	25S	32W														31.5	31.5	31.5	31.5	31.5	126
28	25S	32W																			128
15	24S	33W																			48
15	24S	33W																			10
16	24S	33W																			232
16	24S	33W																			37
17	24S	33W																			10
21	24S	33W	38	38	26.5	26.5	38	38	26.5	26.5	34	34	34	34	34	34	34	34	34	34	530
22	24S	33W																			486
27	24S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	408
28	24S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544
33	24S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544
34	24S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544
3	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	586
4	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544
5	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	272
8	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	272
9	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544
10	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	558
15	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544
16	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544
17	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	272
21	25S	33W	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	566
23	25S	33W																			272
24	25S	33W																			56
26	25S	33W																			136
35	25S	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	136
												Grand Total Acres									9588.3

Additional Boundary Notes:		
Legal	NE (1/4)	SW (1/4)
27		
24S		
33W		

Attachment D – List of all water rights and description of legal locations

WR #	ID#	PDIV#	Location (Sect, Twn, Range)	Historical Period (20XX-20XX)
12821	1	25229	ne 21-25-33w	03-12
12821	5	60412	se 21-25-33w	03-12
12821	6	83485	nw 21-25-33w	03-12
12821	7	83486	sw 21-25-33w	03-12
18729	2	25955	ne 27-24-33w	03-12
18729	4	42339	sw 27-24-33w	03-12
18729	5	13063	se 27-24-33w	03-12
18730	1	15192	ne 34-24-33w	03-12
18730	2	37407	nw 34-24-33w	03-12
18730	3	47824	sw 34-24-33w	03-12
18730	4	54007	se 34-24-33w	03-12
18731	1	36504	NE 3-25-33w	03-12
18731	2	16517	nw 3-25-33w	03-12
18731	3	43460	sw 3-25-33w	03-12
18731	4	3414	se 3-25-33w	03-12
18732	1	27670	ne 10-25-33w	03-12
18732	2	35089	nw 10-25-33w	03-12
18732	3	34526	sw 10-25-33w	03-12
18732	4	22034	se 10-25-33w	03-12
18733	1	21381	ne 15-25-33w	03-12
18733	2	8805	nw 15-25-33w	03-12
18733	3	42123	15-25-33w	03-12

18733	4	10383	se 15-25-33w	03-12
18903	1	36526	NW 22-24-33W	03-12
18903	2	51495	SW 22-24-33W	03-12
18903	3	54365	SE 22-24-33W	03-12
18976	1	49325	NE 28-24-33W	03-12
18976	3	22677	SW 28-24-33W	03-12
18976	4	48430	SE 28-24-33W	03-12
18976	6	85655	NW 28-24-33W	03-12
18977	2	26066	ne 33-24-33w	03-12
18977	3	44361	33-24-33w	03-12
18977	4	54632	sw 33-24-33w	03-12
18977	5	1752	se 33-24-33w	03-12
18978	2	22656	sw 16-24-33w	03-12
18978	3	53056	se 16-24-33w	03-12
18979	1	54294	ne 4-25-33w	03-12
18979	2	30115	nw 4-25-33w	03-12
18979	3	53167	sw 4-25-33w	03-12
18979	4	12923	se 4-25-33w	03-12
18979	1	12723	ne 5-25-33w	03-12
18979	2	35649	se 5-25-33w	03-12
18980	1	48410	ne 8-25-33w	03-12
18980	2	8230	se 8-25-33w	03-12
18980	1	25759	ne 9-25-33w	03-12
18980	2	36592	nw 9-25-33w	03-12
18980	3	39386	sw 9-25-33w	03-12
18980	4	30207	se 9-25-33w	03-12
18981	1	39177	ne 16-25-33w	03-12
18981	#2	22613	nw 16-25-33w	03-12
18981	3	53008	sw 16-25-33w	03-12

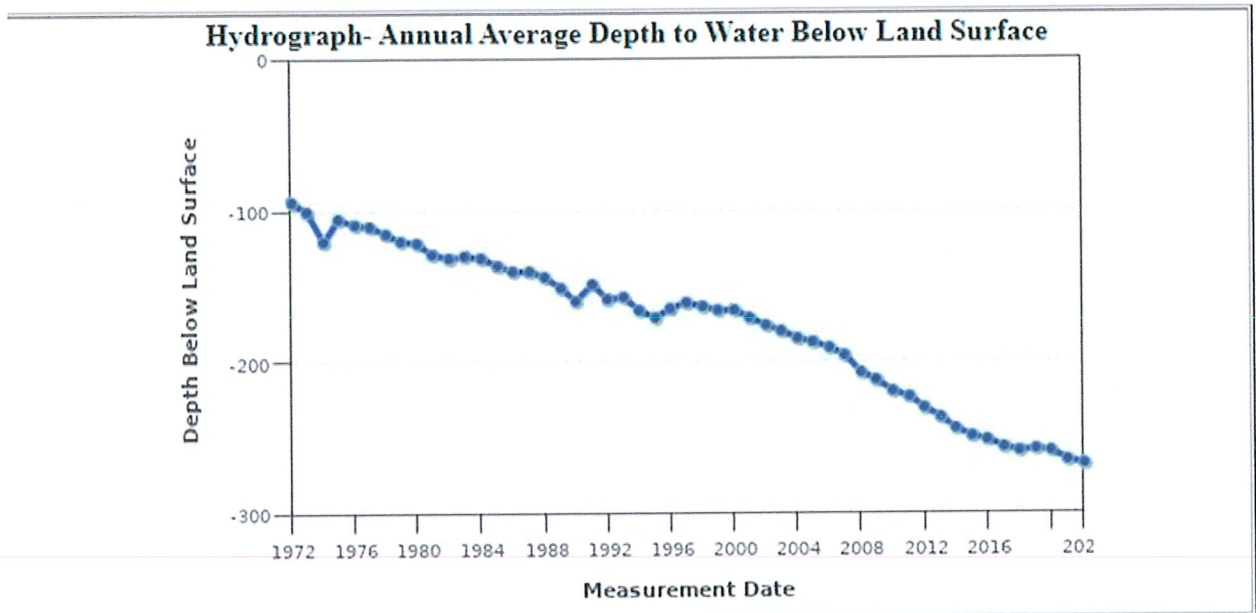
Attachment D – List of all water rights and description of legal locations (cont.)

18981	4	20199	se 16-25-33w	03-12
18981	1	49162	ne 17-25-33w	03-12
18981	2	28386	se 17-25-33w	03-12
18982	1	25274	ne 21-24-33w	03-12
18982	2	40134	nw 21-24-33w	03-12
18982	3	51136	se 21-24-33w	03-12
18982	4	53953	sw21-24-33w	03-12
29881-D2	1	39636	nw 23-25-33w	03-12
29881-D3	3	53474	sw 23-25-33w	03-12
9209-D1	1	33531	22-25S-32W	03-12
12161	1	25292	23-25S-32W	03-12
12161	2	32115	23-25S-32W	03-12
14856	1	5078	se 24-25-32w	03-12
14913	6	68168	26-25S-33W	03-12
14913	6	78514	35-25S-33W	03-12
17014	9	67024	nw 28-25-32w	03-12
30156	3	32930	19-25S-32W	03-12

Attachment E – KGS Observations wells

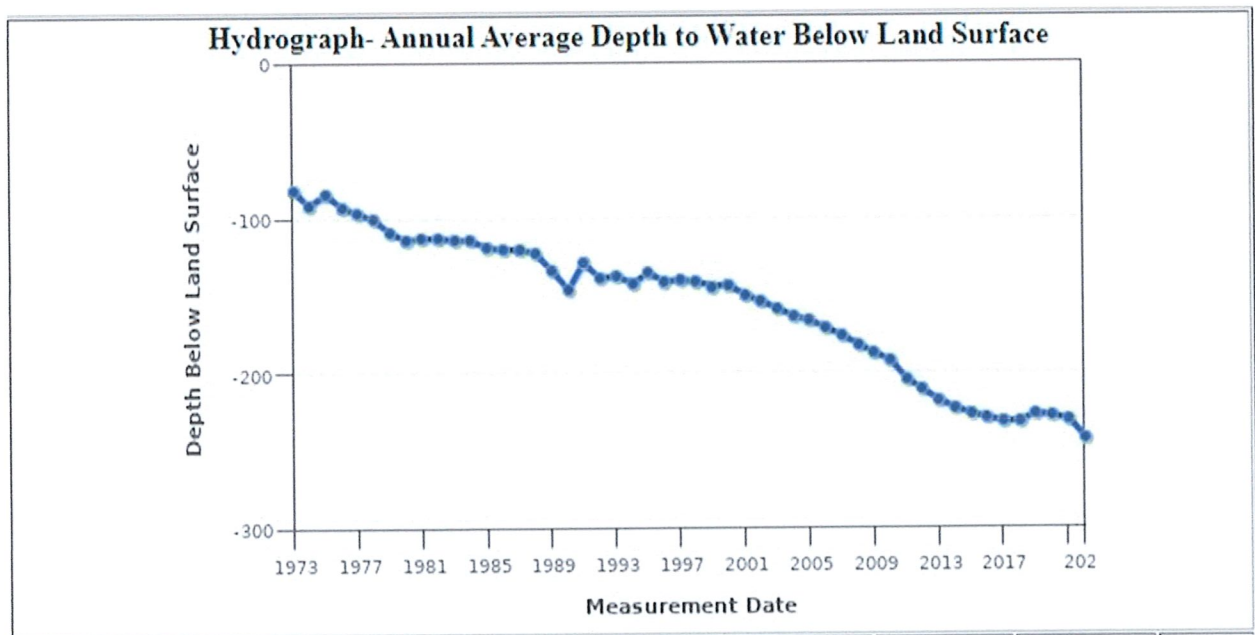
KGS Observation Well 25S 33W 15DAC

Note that depth to water is feet below land surface and all measurements for the well are included.



KGS Observation Well 25S 33W 09ABD 01

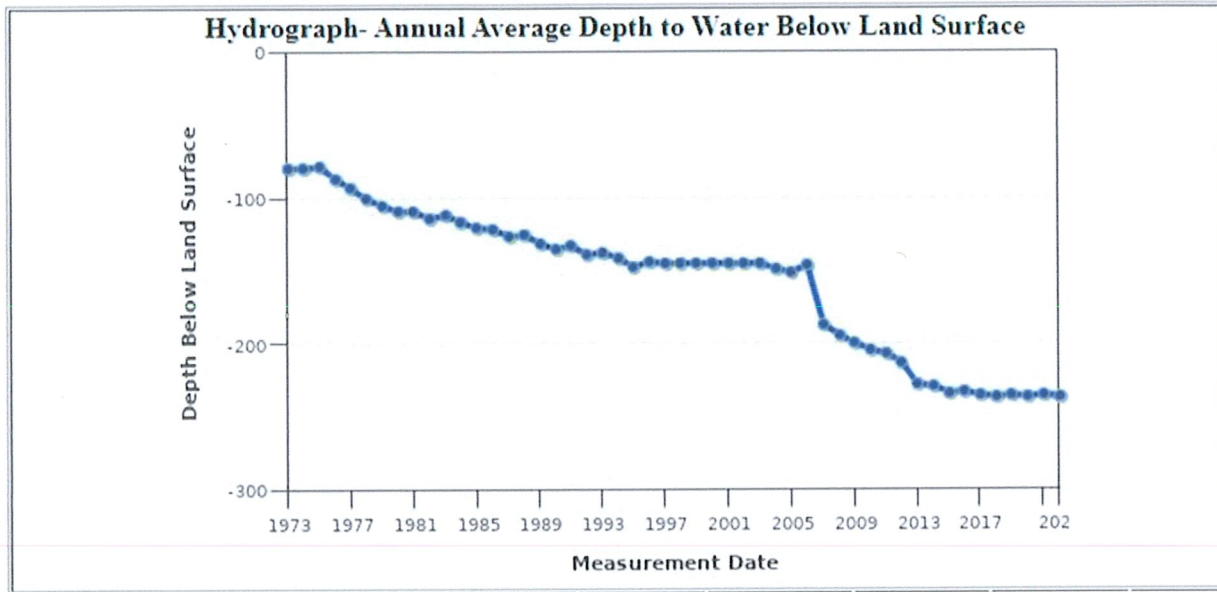
Note that depth to water is feet below land surface and all measurements for the well are included.



Attachment E – KGS Observations wells (cont.)

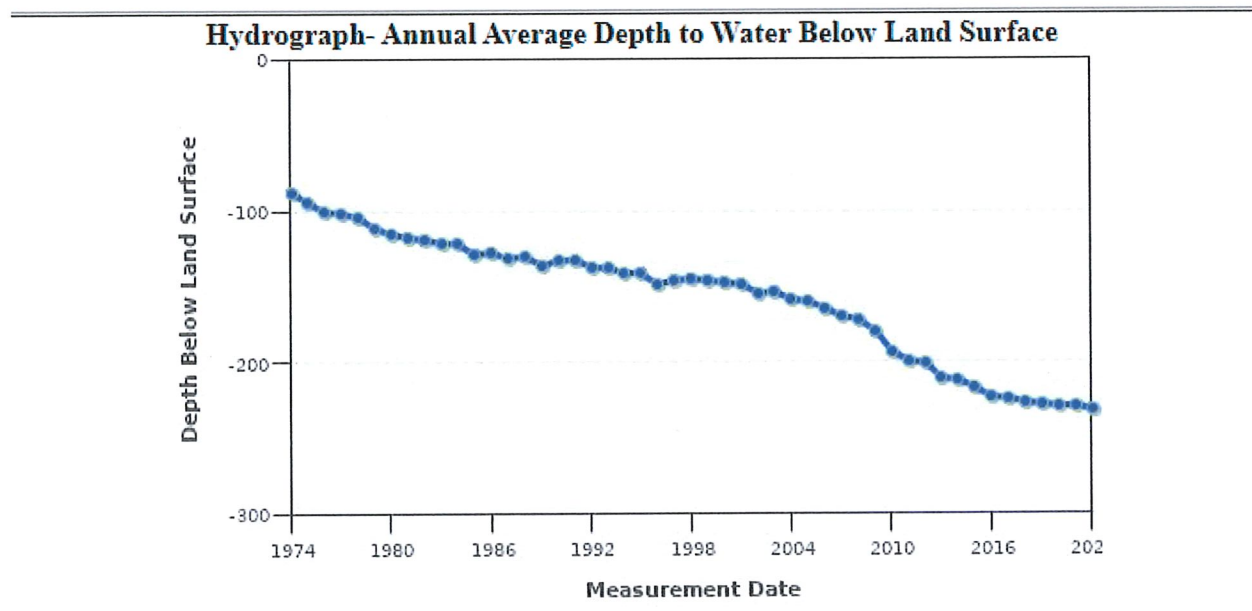
KGS Observation Well: 25S 33W 05ABD 01

Note that depth to water is feet below land surface and all measurements for the well are included.



KGS Observation Well: 24S 33W 34CAC 01

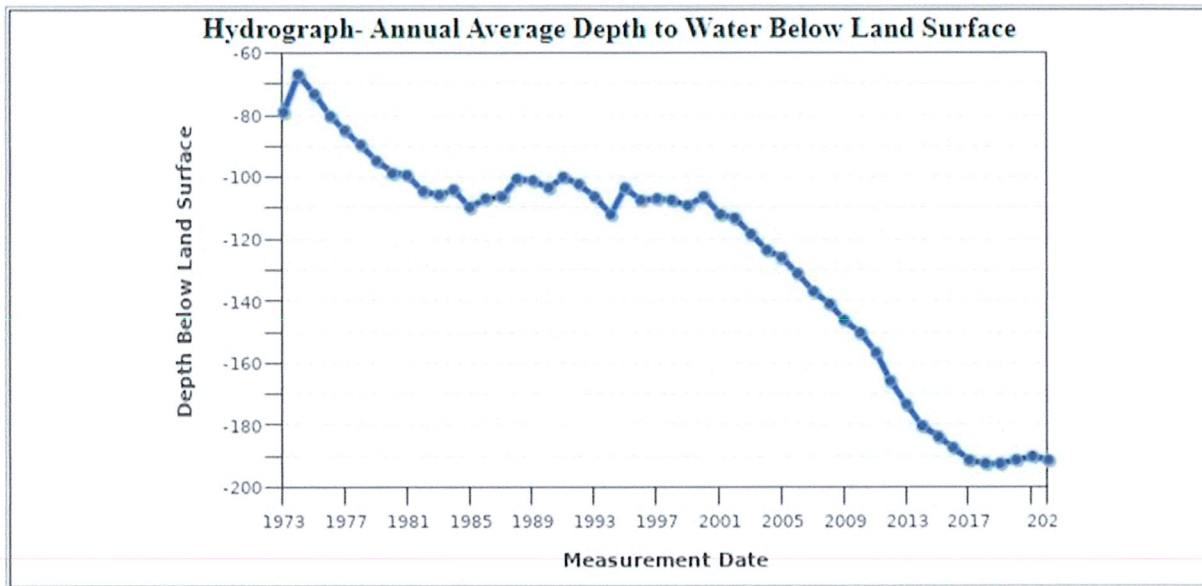
Note that depth to water is feet below land surface and all measurements for the well are included.



Attachment E – KGS Observations wells (cont.)

KGS Observation Well: 24S 33W 28DAA 01

Note that depth to water is feet below land surface and all measurements for the well are included.



KGS Observation Well: 24S 33W 09CCD 01

Note that depth to water is feet below land surface and all measurements for the well are included.

