

January 2020 – December 2022

HATCHER LAND CO LP WCA

Water Conservation Area Management Plan

Water Conservation Area Executive Summary

WCA Acres: 252

Base Water Right Annual Authorized Quantity: 504 AF

Number of IRR Water Rights: 1

Number of IRR Wells: 1

Prior Conservation:

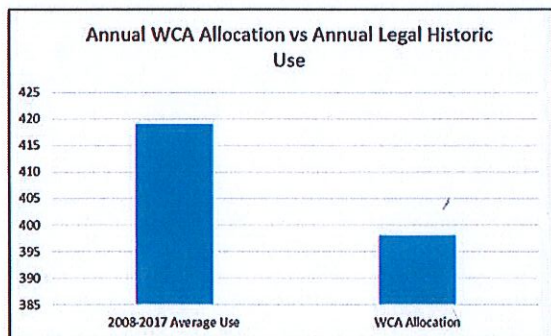
- Hatcher Land and CO LP has been enrolled in a WCA since January 2017. Of the three-year allocation of 1,155 acre-feet (AF) only a total of 992.4 acre-feet (AF) was used thru calendar year 2019.
- A total of 162.6 AF was unused. Of that unused quantity 25% was requested to be carried over to the proposed WCA.

WCA Allocation:

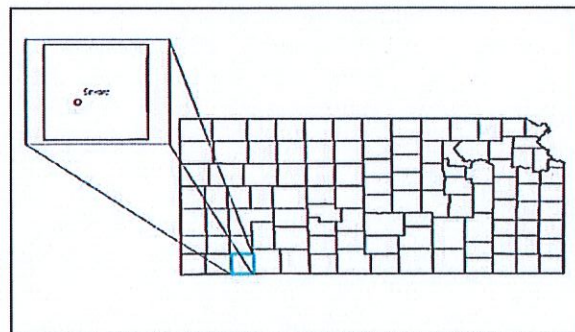
- Total WCA allocation of 1,195 AF (1,155 AF + 40 AF carryover) per the three-year period. (average of 398.33 AF/Yr. or 18.968 Inches/Yr.).

Total Water Conserved Over WCA Period (based on historical use): 64.079 AF

WCA Allocation vs. Historical Use Graph



WCA County Map



MANAGEMENT PLAN

For the Designation of a Water Conservation Area (WCA) HATCHER LAND CO LP WCA; Seward County, KS January 2020 through December 2022

In order to conserve and extend the productive life of the aquifer in this region and increase the value and viability of the water right and water resources for future generations I, the undersigned water right owner 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 water right owner of the Hatcher Land and Co LP WCA desire to conserve and extend the productive life of the aquifer in this region. I have concluded that conserving Ogallala aquifer water today will increase the value and viability of the water right and water resources for future generations. The goal is to extend the life of the aquifer in this immediate area for our future generations and to continue the economic benefit of using groundwater for irrigation use.

I have recently completed a previous WCA from 2017 to 2019. There was a total of 162.6 acre-feet (AF) that was unused of the original allocation. This calculates to only using 86% of the total WCA allocation in the previous three-year period. Currently, I am seeking to continue the goal to further conserve water by consenting to enroll in another three-year term WCA.

In the previous WCA I consented to, and it was agreed, that up to 25% of the unused WCA allocation may be added to a subsequent WCA. I request that 40.65 acre-feet (AF) from the previous WCA be applied to the current Hatcher Land CO LP WCA 2020-2022 allocation. The goal is to bank water to use later IF needed. Water saved will be far more beneficial than IF it is actually used at time needed in the future.

Water Right Enrolled and Geographic Boundary

This WCA shall include the water right listed in the attached document. This list includes details of the point of diversion associated with this water right; including the legal description of the location of the point of diversion and/or identification number.

The current total appropriation authorized for the water right included in this WCA is 504 acre-feet (AF) per year, with an average annual use during the period 2008-2017 of 419.693 AF. Keeping the same allocation as the previous WCA, in addition to the 40.65 AF (25% of the unused previous allocation), the three-year WCA allocation will be 1,195 AF (an average of 398.33 AF per year).

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

Findings Regarding Groundwater Conditions

I understand that the WCA Law requires a finding that one of the following circumstances be present within the area geographic boundary 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 boundary described in paragraph (1) has been closed to new appropriations by rule, regulation or order of the Chief Engineer.

I 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:

- Map with WCA Geographic Boundary & KGS Observation Well- **Attachment A**
- Detailed Table with description of WCA Geographic Boundary- **Attachment B**
- Summary of Water Right with Description of Legal Locations- **Attachment C**
- KGS Observation Well Data - **Attachment D**

It is determined that no further analysis is deemed necessary since during the three-year period, the total proposed average water use is less than the equivalent to three years' worth of the MYFA quantity. (See also "Expression of Conservation Goals").

Due Consideration for Past Conservation

I 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.

Hatcher Land and CO LP has been enrolled in a WCA since January 2017. Of the three-year allocation of 1,155 acre-feet (AF) only a total of 992.4 acre-feet (AF) was used thru calendar year 2019. This is only

86% of my total WCA Allocation. This should be considered for past conservation for this proposed new WCA. I have used different documented irrigation technologies and water saving devices while being enrolled in the ongoing Hatcher Water Technology Farm with the Kansas Water Office (KWO). These technologies have demonstrated that I can make a difference in our future, by conserving water, using water more efficiently, and only apply water when needed.

Corrective Control Provisions and Plan for Conservation

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

1. The water right, at the discretion of the owner, may be pumped as directed by the owner, provided that the sum of all water rights cannot exceed 1,195 acre-feet (AF) over the (3) year duration of the WCA.
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.

I, the water right owner enrolling in this WCA, understand I may gain the following additional incentive(s) in consideration for our WCA participation.

3. Up to the annual WCA allocation 385 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, the owner must enter into agreement to participate in a subsequent WCA by December 31st of the last year of this WCA period. Upon review, should a subsequent WCA be entered, the potential carryover will not allow any well to exceed its annual authorized quantity or the agreed upon corrective controls.

Compliance Monitoring and Enforcement

I, the owner, 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 a total of one recognized observation well within one mile of this WCA boundary that has for many years been measured annually by the Kansas Geological Survey (KGS). See attached maps 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.

I 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.

I 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.

I acknowledge that the water flowmeter 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.

I, water right owner within this WCA shall be responsible for ensuring the water flowmeter comply with state and local law(s). Any water right owner or authorized designee who finds a flowmeter that is inoperable or inaccurate shall within 48 hours contact the KDA-DWR concerning the matter. Whenever an inoperable or inaccurate flowmeter 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.

I 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

I 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. I 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.

I 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. I understand that KDA-DWR will conduct this evaluation to ensure compliance and conservation. The evaluation will determine total water use during the WCA period.

I 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

I acknowledge that 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

I acknowledge this WCA agreement may be terminated by written notification, signed by the member of the WCA, to the Chief Engineer of the intent to terminate.

I 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

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

Notification to Nearby Owners

I 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

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

Review of Other Applicable Requirements

I 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, I, the water right owner, agree that this management plan is fair and equitable. This management plan, provided to the Chief Engineer and water right owner, is the expressed written intent of the parties and the whole agreement between the parties. I, the water right owner agrees 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. I, the water right owner also agree that this management plan is the basis for a consent agreement among the Chief Engineer and the undersigned water right owner,

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: The participating water right owner 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: 2-26-20
Hatcher Land CP LP (Signature)
Water Right No. 43445

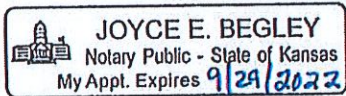
1701 N Kansas Ave STE 102 Liberal, KS 67901
Full Mailing Address

hatcherfarmsoffice@gmail.com (620) 624-1186
nrhd@sbcglobal.net

ACKNOWLEDGMENT OF NOTARY

State of Kansas)
) SS
County of SEWARD)
Acknowledged before me on FEBRUARY 26, 2020
by NICK HATCHER

Signature: [Signature]
Notary Public



My commission expires: 09/29/2022
(Notary Seal)

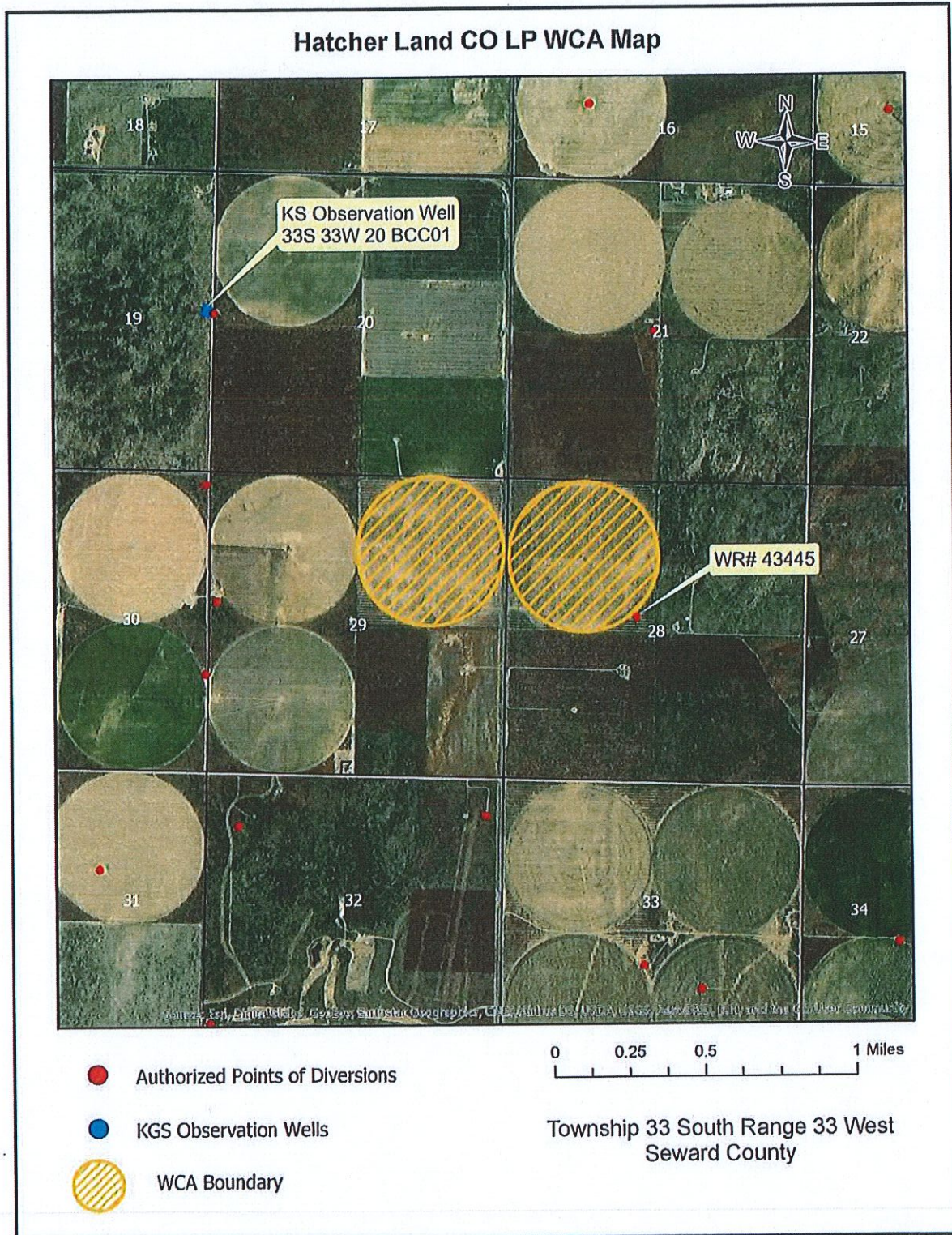
CERTIFICATE OF SERVICE

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

HATCHER LAND CO LP
1701 N KANSAS AVE STE 102
LIBERAL, KS 67901

Kansas Department of Agriculture
Staff Person

Attachment A – WCA Geographic Boundary and KGS Observation Well



Attachment B - Detailed Table with Description of WCA Boundary

For Management Plan:			Hatcher Land Co LP WCA																Total Acres
Sec	T (S)	R (W)	WCA Boundary																
			NE (1/4)				NW (1/4)				SW (1/4)				SE (1/4)				
			NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	NE (1/4)	NW (1/4)	SW (1/4)	SE (1/4)	
28	33	33					31.5	31.5	31.5	31.5									126
29	33	33	31.5	31.5	31.5	31.5													126
Grand Total Acres																			252

Attachment C – Summary of Water Right with Legal Location

WR #	ID#	PDIV#	Location (Sect, Twn, Range)	2019 Annual Auth Qty (AF)
43445	4	62397	28-33S-33W	504

Attachment D – KGS Observation Well Hydrograph

General Well Site Information ?

USGS ID:	371000100561001	KGS Local Well ID:	33S 33W 20BCC 01
County:	Seward	PLSS Description:	33S 33W 20 SWSWNW
HUC 8 Code:	11040006	GMD:	Southwest Kansas GMD #3
Longitude:	-100.940842	Lat/Long Source:	GPS (within 50 feet)
Latitude:	37.163404	Lat/Long Accuracy:	5 seconds
Surface Elevation (ft):	2866	Depth of Well (ft):	Unknown
Geological Unit Codes:	TO	USGS Map Name:	LIBERAL NW

Water Level Measurements ?

371000100561001

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

