

# 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**



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

- (Check one or more)
- Place of Use
  - Point of Diversion
  - Use Made of Water

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NOV 19 2018

12:31

KS Dept Of Agriculture

File No. 4,261

2. Name of applicant: Fairleigh Corporation

Address: PO Box 560

City, State and Zip: Scott City, KS 67871

Phone Number: (620) 872-1111

E-mail address: pnowak@fairleigh.com

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

Fairleigh Corporation will become the owner of this water right upon approval of this change application.

Name of water use correspondent: Fairleigh Corporation

Address: PO Box 560

City, State and Zip: Scott City, KS 67871

Phone Number: (620) 872-1111

E-mail address: pnowak@fairleigh.com

3. The change(s) proposed herein are desired for the following reasons (please be specific): We wish to acquire additional water rights to provide a secure and sufficient supply of water for our cattle feeding facility.

The change(s) (was) (will be) completed by upon approval of this application

(Date)

**For Office Use Only:**

F.O. 4 GMD 1 Meets K.A.R. 5-5-1 (YES / NO) Use RR Source G/S County SC By DW Date 11/19/18  
Code C-2 Fee \$ 500 TR # \_\_\_\_\_ Receipt Date 11/19/18 Check # 77625

4. The presently authorized place of use is:

Owner of Land — NAME: GBCM Farms, L.L.C.

ADDRESS: Attn: Gary Schmidt, 9670 S Eagle Rd, Scott City, KS 67871

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	
35	19S	34W	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.00	20.00	24.00
36	19S	34W	-	-	-	-	-	-	-	-	10.00	8.00	30.00	40.00	-	-	-	-	88.00
1	20S	34W	-	-	-	-	12.00	29.00	20.00	20.00	-	-	-	-	-	-	-	-	81.00

List any other water rights that cover this place of use. File Nos. SC107, SC108, 8,881 and 16,715.

Owner of Land — NAME: Gary G. and Sandra S. Schmidt

ADDRESS: 9670 S Eagle Rd, Scott City, KS 67871

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	
2	20S	34W	39.18	24.00	30.00	40.00	38.00	4.00	4.00	29.00	-	-	-	-	30.00	38.00	5.00	1.00	282.18

List any other water rights that cover this place of use. File Nos. SC107, SC108, 8,881 and 16,715.

(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: Fairleigh Corporation

ADDRESS: PO Box 560, Scott City, KS 67871

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	
25	19S	34W													X	X	X	X	Feedlot
30	19S	33W	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Feedlot

List any other water rights that cover this place of use. SC083, 6,168, 18,859, 28,305, 43,366, 44,997, 44,998 & 16,715.

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	

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

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**IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY**

4. The presently authorized place of use is:

Owner of Land — NAME: Margaret Koehn Trust

ADDRESS: Attn: Sharon Roemer, 1609 Court Street, Scott City, KS 67871

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	20S	34W	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00

List any other water rights that cover this place of use. File Nos. SC107, SC108, 8,881 and 16,715.

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.)

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

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. \_\_\_\_\_

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	

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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~~) one well, pump and appurtenances  
(Provide description and number of points)
7. The proposed point(s) of diversion (~~is~~) (~~are~~) one well, pump and appurtenances  
(Provide description and number of points)

List all presently authorized point(s) of diversion:

8. **Presently authorized point of diversion:**  
 One in the SE Quarter of the SW Quarter of the SE Quarter of Section 2, Township 20 South, Range 34W (E/W), in Scott County, Kansas, 175 feet North 1450 feet West of Southeast corner of section.  
 Authorized Rate 383 gpm Authorized Quantity 141 acre-feet  
 (DWR use only: Computer ID No. \_\_\_\_\_ GPS \_\_\_\_\_ feet North \_\_\_\_\_ feet West)  
 This point will not be changed  This point will be changed as follows:  
**Proposed point of diversion: (Complete only if change is requested)**  
 One in the SE Quarter of the SW Quarter of the SE Quarter of Section 2, Township 20 South, Range 34W (E/W), in Scott County, Kansas, 175 feet North 1450 feet West of Southeast corner of section.  
 Proposed Rate 383 gpm Proposed Quantity 115.3 acre-feet  
 This point is:  Additional Well  Geo Center List other water rights that will use this point None; 8,881 to be reduced

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 \_\_\_\_\_

Describe the current condition of and future plans for any point(s) of diversion which will no longer be used. \_\_\_\_\_  
 A reduction application has been filed to delete File No. 8,881(ID 2), which is co-located on this point of diversion.

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 stockwatering purposes.

13. If changing the place of use and/or use made of water, describe how the consumptive use will not be increased.

The authorized quantity will be reduced in accordance with the provisions of K.A.R. 5-5-9.

Overlapping irrigated acres associated with the current irrigation place of use will be reduced in accordance with the provisions of K.A.R. 5-5-11(b)(2)(B)(ii) and 5-5-12. Please refer to the enclosed calculations and supporting documentation for more detailed information.

(Please show any calculations here.)

14. It is requested that the maximum annual quantity of water be reduced to 115.3 acre-feet (acre-feet or million gallons).

15. It is requested that the maximum rate of diversion of water be reduced to (no reduction) 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](http://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 1/2 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 1/2 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) 1/2 mile downstream and 1/2 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.

Please refer to the enclosed maps, calculations and supporting documentation for more detailed information.

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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.

No waivers are known to be needed for approval of this application.

**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 Scott City, Kansas, this 8<sup>th</sup> day of November, 2018.

Mary N. Schmidt  
(Owner)

GARY B. SCHMIDT  
(Please Print)

Margaret Koehn Trust POA  
(Owner)

Margaret Koehn Trust  
(Please Print)

Mary N. Schmidt  
(Owner)

GBCM LLC  
(Please Print)

Sandra S. Schmidt  
(Spouse)

Sandra S. Schmidt  
(Please Print)

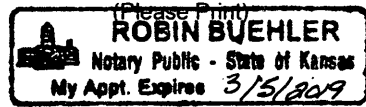
(Spouse)

(Please Print)

(Spouse)

(Please Print)

State of Kansas }  
County of Scott } SS



I hereby certify that the foregoing application was signed in my presence and sworn to before me this 8<sup>th</sup> day of November, 2018.

Robin Buehler  
Notary Public

My Commission Expires 3/5/2019

**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.**

Water Resources ..... \$300

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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 Scott City, Kansas, this 8<sup>th</sup> day of November, 2018.

[Signature], CEO  
(Owner)

\_\_\_\_\_  
(Spouse)

Fairleigh Corporation dba Fairleigh Feed Yard  
(Please Print)

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Spouse)

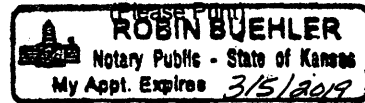
\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Spouse)

\_\_\_\_\_  
(Please Print)



State of Kansas }  
County of Scott } SS

I hereby certify that the foregoing application was signed in my presence and sworn to before me this 8<sup>th</sup> day of November, 2018.

[Signature]

Notary Public

My Commission Expires 3/5/2019

**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

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KS Dept Of Agriculture

Make check payable to Kansas Department of Agriculture.



Rural Resources Consulting, LLC

PROJECT: FAIRLEIGH FEED YARD

LOCATION: SECTION 25 T19S R34W & SECTION 30 T19S R33W, SCOTT COUNTY, KANSAS

BY: FCM  
DATE: 10/17/2018

CHECKED BY: CAM  
DATE: 11/3/2018

**CONSUMPTIVE USE CALCULATION PERTAINING TO FILE NO. 4,261  
FOR CHANGE OF USE FROM IRRIGATION TO STOCKWATER**

**File No. 4,261:** Authorized Quantity = 141 AF      AF = acre-feet  
Authorized Rate = 383 GPM      GPM = gallons per minute

Proposed change in use made of water: Convert entire quantity to stockwatering (STK) use.  
No change in the point of diversion is proposed.

Apply consumptive use factor from "Consumptive Use Percentages in Kansas, by County" as contained in K.A.R. 5-5-9(a)(1):

→ For Scott County, the factor = 81.8%

→ Consumptive Use = (141 AF) x (81.8%)  
= (141 AF) x (0.818) = 115.3 AF

Check reasonable use for stockwatering quantity (K.A.R. 5-3-22):

Permitted facility capacity = 80,000 head of beef cattle (average annual capacity)

→ Maximum Reasonable Use = (80,000 head) x (15 gallons/head/day) x (365 days/year) = 438.00 MGY  
= 1,344.2 AF

Facility Stockwater Summary:

File No. (P/D ID)	Quantity (AF)
SC83 (3)	43.00
SC83 (14)	639.00
6,168 (1)	152.98
6,168 (6)	119.01
18,859 (3)	56.99
28,305 (9)	0.00
28,305 (15)	0.00
43,366 (13)	0.00
44,997 (16)	0.00
44,998 (17)	0.00
<b>Total</b>	<b>1,010.98</b>
<b>Limitation</b>	<b>1,008.00</b>
4,261(2)	115.30
16,715(6)	141.50
<b>Total</b>	<b>1,264.80</b>

\* File Nos. 28,305, 43,366, 44,997 & 44,998 do not provide any additional quantity and are subject to a limitation of 328.5 MGY = 1,008 AF in combination with the other STK rights.

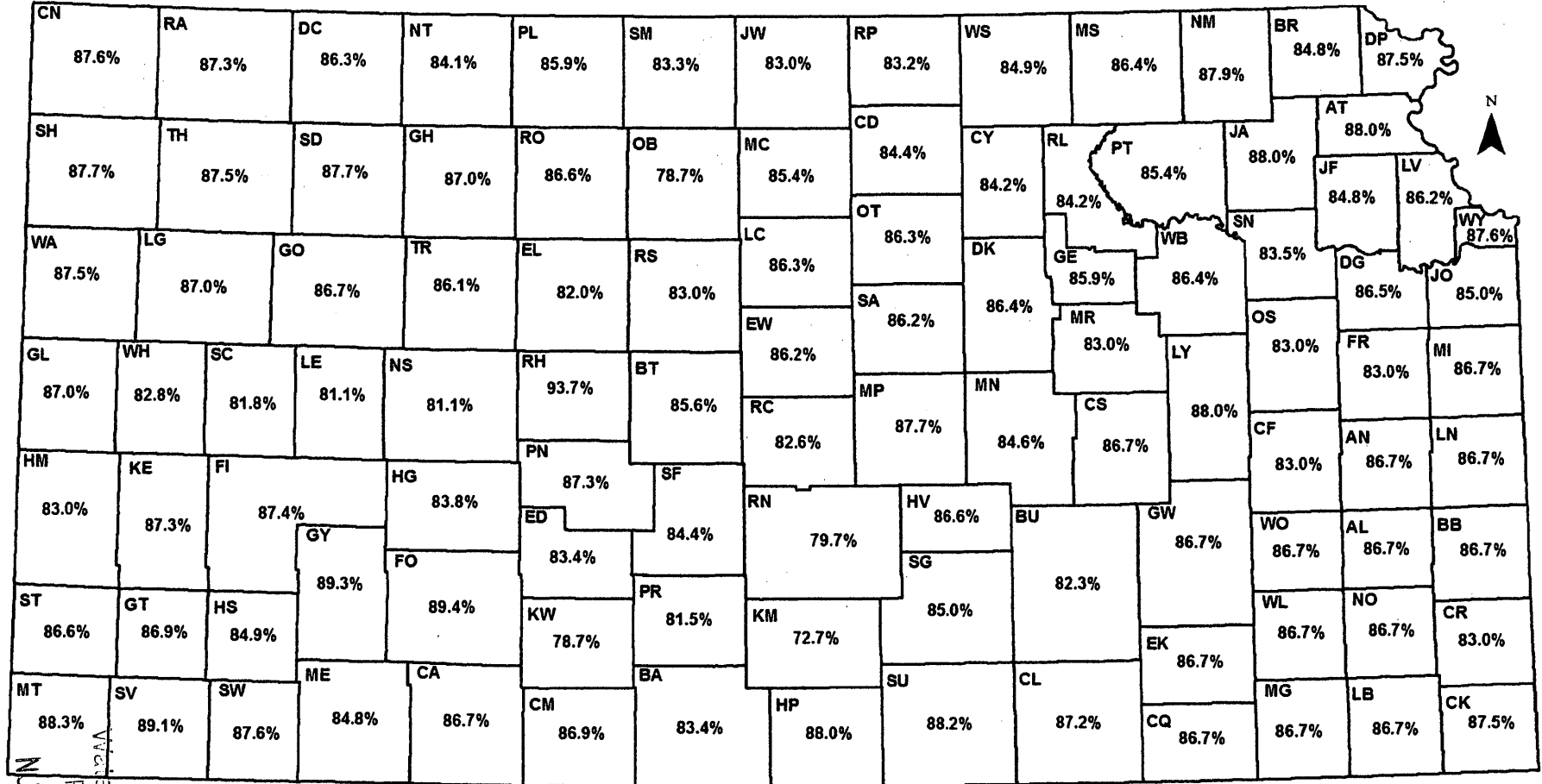
Current Total STK Quantity  
Actual limitation  
Proposed Additional STK Quantity  
Proposed Additional STK Quantity  
Total STK Quantity

→ The requested stockwatering quantity is less than the maximum reasonable quantity. No additional limitations are required for the additional STK quantity provided by File Nos. 4,261 and 16,715.

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# Consumptive Use Percentages in Kansas, by County

based on area-weighted average irrigation return flow



Example: A 150 acre-foot irrigation water right is purchased in Gove (GO) County for use in a dairy operation.

Applying the consumptive use factor from the map (86.7%), the amount of water that the dairy could convert to stockwater use with this water right is:

$$150 \times 86.7\% = 150 \times 0.867 = 130 \text{ acre-feet}$$

KS Dept Of Agriculture

Water Resources  
Recovery  
NOV 1 2018



Kansas Department of Health & Environment



Division of Environment  
Bureau of Water

Topeka, Kansas 66612-1367  
Telephone: (785) 296-6432

Kansas Permit No.: **A-UASC-C001**  
Federal Permit No.: **KS0038059**

**KANSAS WATER POLLUTION CONTROL PERMIT FOR AGRICULTURAL AND RELATED WASTES  
AND AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

Pursuant to provisions of Kansas Statutes Annotated 65-164 and 65-165 et seq., and the Federal Water Pollution Control Act as amended, (33 U.S.C. 1251 et seq.; the "Act"),

Permittee: **Fairleigh Feed Yard, Inc.**

Permittee's Address: **P.O. Box 560  
Scott City, KS 67871**

Facility Name: **Fairleigh Feed Yard**

Facility Location: **All of Section 25, Township 19S, Range 34W  
All of Section 30, Township 19S, Range 33W  
Scott County, Kansas**

River Basin: **Upper Arkansas River Basin**

is authorized to operate, as a pollutant discharge elimination system, water pollution control facilities to collect, retain, and dispose of precipitation induced runoff and/or dry weather wastewater accumulations containing livestock and related agricultural wastes in accordance with requirements as set forth herein.

This permit is effective July 31, 2018, supersedes the previously issued water pollution control permit A-UASC-C001, and expires July 30, 2023.

Facility Summary

The existing facility consists of approximately 458.5 acres of open lot pens, associated feedlot areas, and extraneous drainage area for an increased maximum capacity of 80,000 head (80,000 animal units) of cattle weighing greater than 700 pounds. The facility is separated into six drainage areas, each served by an existing earthen retention structure (RS) along with one pump-to retention structure for additional wastewater storage.

Secretary, Kansas Department of Health and Environment  
Water Resources

July 31, 2018  
Date

Received  
**NOV 19 2018**

**LAND OWNERSHIP SUMMARY**

LEGAL DESCRIPTION		OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	P/D* LOCATED ON PROPERTY
FRACTION	SEC-TWP-RGE						
<b>OWNERSHIP OF CURRENT PLACE OF USE</b>							
NW 1/4	1-20S-34W	GBCM Farms, L.L.C.	Attn: Gary Schmidt 9670 S Eagle Rd	Scott City	KS	67871	
All	2-20S-34W	Gary G & Sandra S Schmidt	9670 S Eagle Rd	Scott City	KS	67871	SC107(1), 4,261(2), 8,881(2), 8,881(3), 16,715(5) & 16,715(6)
N 1/2 & SE 1/4	12-20S-34W	Margaret Koehn Trust	Attn: Sharon Roemer 1609 Court St	Scott City	KS	67871	SC108(1), 8,881(4) & 16,715(5)
S 1/2	35-19S-34W	GBCM Farms, L.L.C.	Attn: Gary Schmidt 9670 S Eagle Rd	Scott City	KS	67871	
SW 1/4	36-19S-34W	GBCM Farms, L.L.C.	Attn: Gary Schmidt 9670 S Eagle Rd	Scott City	KS	67871	
<b>OWNERSHIP OF OVERLAPPING POINTS OF DIVERSION LOCATED OUTSIDE OF CURRENT PLACE OF USE</b>							
SW 1/4	1-20S-34W	Margaret Koehn Trust	Attn: Sharon Roemer 1609 Court St	Scott City	KS	67871	8,881(1)
N 1/2	11-20S-34W	Margaret Koehn Trust	Attn: Sharon Roemer 1609 Court St	Scott City	KS	67871	SC108(1), 8,881(1) & 8,881(3)

\*P/D = point of diversion (well)

Source of ownership information: Scott County Kansas Public Parcel Search: <http://www.scott.kansasgis.com/>

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Compiled by: F. Mercurio  
10/16/2018

**LAND OWNERSHIP SUMMARY OF PROPOSED STOCKWATER (STK) PLACE OF USE**

LEGAL DESCRIPTION		OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE
FRACTION	SEC-TWP-RGE					
All	25-19S-34W	Fairleigh Corporation	PO Box 560	Scott City	KS	67871
All	30-19S-33W	Fairleigh Corporation	PO Box 560	Scott City	KS	67871

Source of ownership information: Scott County Kansas Public Parcel Search: <http://www.scott.kansasgis.com/>

Compiled by: F. Mercurio  
10/16/2018

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## **CONTRACT FOR WATER PURCHASE**

THIS CONTRACT made and entered into this 16th day of July, 2018, by and between, GARY G. SCHMIDT and SANDRA S. SCHMIDT, Husband and Wife, hereinafter referred to as "SELLER" and FAIRLEIGH CORPORATION, a Kansas Corporation, dba FAIRLEIGH FEED YARD, hereinafter referred to as "BUYER," in consideration of the mutual premises and the covenants herein contained do hereby contract, covenant and agree as follows, to wit:

**WITNESSETH:** That the Seller hereby covenants, stipulates and agrees that if the Buyer shall make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller shall cause to be conveyed to the Buyer, in fee simple, clear of all encumbrances whatever, by General Warranty Deed showing good and merchantable title to all of the following described water, water rights, appropriation rights, use of water including but not limited to all certified water rights in File No. 16715 and 4261 with the Kansas Department of Agriculture, Division of Water Resources, associated with real property situated in Scott County, Kansas, to wit:

The South East Quarter (SE/4) of Section Two (2), Township Twenty (20), Range Thirty-four (34) West of the 6" P.M.

**1. Purchase Price.** Buyer covenants, stipulates and agrees to pay as purchase price for the above mentioned interest shall be the sum of \$200,000.00 said sum to be paid in the manner following:

a. The sum of \$2,500.00 shall be paid as earnest money upon the execution of this contract to Scott County Abstract & Title Co., Inc., escrow agent, to be held by said agent and applied as provided herein.

b. The balance of the purchase price in the sum of \$197,500.00- shall be paid in cash or certified funds on the closing date of this contract as hereinafter provided.

**2. Real Estate Taxes.** Seller shall pay all real estate taxes for all years. This contract is for the purchase of the water, water rights, use of water, and appropriation rights arising from the use of water upon the subject real estate. Seller shall pay all real estate taxes from and after closing. Buyer shall pay for any increase in valuation of real estate where the water is to be used, if there is any increase attributed to this contract.

**3. Well Testing.** The parties agree that Buyer may, at its option, hire appropriate persons to test the two (2) irrigation wells present on

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the subject real estate. It shall be at Buyers discretion to continue this contract if such wells are not capable of producing sufficient water to use the same under the certified water right and to deliver and produce sufficient water to the level of the certified water right. If, at the discretion of Buyer, it is determined by test that the wells are insufficient in capacity to deliver the acre feet at the presently authorized rate and total amount, Buyer may declare this contract void and at an end and receive a refund of its earnest money. Buyer shall choose the person or persons to test the wells and be responsible for the payment for the cost thereof.

**4. Risk of Loss.** It is agreed by the parties that Seller shall maintain insurance on the property herein to be sold and conveyed until the date of closing hereof, and that all risk of loss shall remain Seller's until closing.

**5. Deed.** Upon the execution of this agreement, Seller shall execute a General Warranty Deed in favor of Buyer for the interest to be purchased herein, and said deed shall be delivered to the closing agent hereinafter named to be delivered to Buyer at closing.

**6. Title Insurance.** Since the interest to be sold is appurtenant to real estate, Seller shall pay for and furnish to Buyer a title insurance commitment to the real estate showing Seller to have merchantable title under the Kansas Marketable Title Act and the Seller shall pay the expense of said title policy. In the event of requirements under said commitment, Seller shall have a reasonable time to satisfy said requirements. In the event that Seller is unable to cure said requirements within a reasonable time, all the funds previously paid under the terms hereof by Buyer shall be returned to Buyer and this contract shall become null and void. Buyer shall pay the cost of their own mortgage title policy, if required. Upon delivery of the title commitment to Buyer, Buyer shall have (14) fourteen days within which to object to any exceptions thereto or the same shall be waived and the parties shall proceed immediately to closing if all other conditions of this contract have been met. Any liens which may be paid from the proceeds of this contract shall not render title unmarketable.

**7. Possession.** Possession of the property, under this contract, shall be granted to Buyer upon closing.

**8. Condition of Premises.** Seller shall deliver the subject interest and all fixtures and appurtenances thereto, in the same condition as of the date of this contract, reasonable and ordinary wear and tear excepted.

**9. Remedies.** All parties hereto shall have all remedies provided at law or in equity.

**10. Closing.** Scott County Abstract & Title Co., Inc. is designated to prepare the closing documents and file all appropriate 1099s. If Buyer

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performs all covenants set forth herein, Seller hereby authorizes escrow to deliver to Buyer the General Warranty Deed and apply the \$2,500.00 earnest money to the purchase price herein. In the event of default by either party, upon seven (7) days' notice given to the other party hereto, the designated agent may act upon the request of the other unless an objection is received by said counsel to the request of the parties hereto. Each party hereto hereby releases and disclaims any claims against the closing agent in the discharge of their escrow and closing duties herein which are done in good faith pursuant to the instructions set forth herein. Each party shall pay their own counsel's fees and expenses.

**11. Owner's Affidavit.** Seller shall provide to Buyer upon execution hereof, a Seller's Lien Affidavit which is attached hereto and marked Exhibit "A." Such lien affidavit may be relied upon by any financial institution or closing agent herein.

**12. No Warranty.** The parties hereto agree that Seller will transfer the subject property, where is, and as is, without warranty of any kind, except as to title as expressly set forth above. Buyer has, prior to execution of this agreement, made or has had the opportunity to make a thorough inspection and examination of the property. No warranty is made by Sellers in any regard regarding the water right, the right to transfer the same subject to governmental approval, appropriation or use right and or any other moving or nonmoving element of the property. Buyers expressly waive Sellers from any and all claims regarding the intended use of the subject property or the condition of the same, as of the signing of this contract.

**13. Closing.** Closing shall occur as soon as possible but not later than ten (10) days following regulatory approval of the change in use and place of use of the water rights.

**14. Inspection Contingency.** During the period commencing on the date of this agreement and ending sixty (60) days thereafter (the "review period"), upon reasonable prior notice to Seller, Buyer, or Buyer's agents, may inspect the property for any environmental concerns or any other defects in the property which are material to the intended use of the subject property, at mutually convenient times and conduct investigations of the property. If such inspections or investigations reveal any fact or condition unacceptable to Buyer, Buyer may terminate this agreement by written notice to Seller during the review period, in which event the earnest money will be returned to Buyer, and neither party shall have any further rights, duties or obligations hereunder, except for those provisions which specifically survive, termination. In the event Buyer does not give such written notification to Seller by the last day of the review period, Buyer shall be deemed to have waived the right to terminate this agreement pursuant to this section. Buyer shall pay and be solely liable for all costs incurred for the inspections.

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**15. Regulatory Application(s) and Approval.** The parties agree that the present use of the water rights under file No. 16715 and 4261 is agricultural use and that the parties shall make a joint application to the appropriate governmental authority to change the place of use to property designated by Buyer and to change the authorized use of the water or water rights from agricultural irrigation to feedlot stock watering on a commercial feedlot as defined by the rules and regulations of the Division of Water Resources of the State of Kansas. Each party hereto specifically agrees that this contract is contingent upon the Division of Water Resources, or any other authorized governmental agency, approving and making a final order for the change in place and kind of use of the water right in an authorized amount of not less than a total of 256 acre feet per year at an authorized rate from the described wells at a rate of not less than 500 gallons per minute. The approved points of diversion will be determined and stated on Exhibit "B" hereto and the priority date of the water rights are set as to file no. 16715 with a priority date of 9/15/69 and file no. 4261 with a priority date of 9/20/55 as stated and reflected in File No. 16715 and 4261 with the Division of Water Resources. In the event that the regulatory approval as specifically required (256 acre feet per year at an authorized rate from the described wells at a rate of not less than 500 gallons per minute) is not made within 150 days of the date of application for the intended changes as set forth in this contract, Buyer may declare the contract void, and receive a refund of its earnest money. Each party hereto shall exercise due diligence in compliance with all regulatory procedures and requests to utilize good faith efforts to successfully acquire the regulatory approval of the changes in the place of use and kind of use made of the water rights.

**16. Easement.** As part of the closing of this transaction, Sellers shall

East Half (E/2) of Section Two (2), Township Twenty (20), Range Thirty-Four (34) West of the 6<sup>th</sup> P.M., Scott County, Kansas,

for the purposes of maintaining the wells, pipe line and utilities to be constructed and to use so much of the surface as is reasonably necessary to carry on such operations including the construction of any water shed, structures or other facilities to utilize the wells, provide for appropriate utilities or any replacements thereof. The cost of providing any utilities to the wells for use by the Buyer shall be at Buyer's expense. The cost for maintenance of any wells, water lines, pumps, utilities or other improvements made by Buyer, shall be at Buyer's expense. The cost of the easement is included in the purchase price herein.

**17. Water Line Easement from GBCM Farms, LLC.** This contract is expressly conditioned upon the Buyer receiving an appropriate permanent license or easement, from GBCM, LLC., for the construction of a water line from the western to the eastern border of

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The North West Quarter (NW/4) of Section One (1), Township, Twenty (20), Range Thirty-Four (34) West of the 6" P.M. and

The South West Quarter (NW/4) of Section Thirty-Three (36), Township, Nineteen (19), Range Thirty-Four (34) West of the 6" P.M.,

for the construction of an appropriate water line from Sellers property to Buyers. The cost of the water line easement or license shall be the sole expense of Buyer.

18. Water Line Easement from Scott County, Kansas. This contract is expressly conditioned upon the Buyer receiving an appropriate permanent license or easement, from Scott County, Kansas, for the construction of a water line within the boundary of public roads for the construction of an appropriate water line from the east border of:

The South East Quarter (SE/4) Thirty-Six (36), Township Nineteen (19), Range Thirty-Four (34) West of the 6<sup>th</sup> P.M., and

The South West Quarter (SW/4) of Section Thirty-One (31), Township Nineteen (19), Range Thirty-Three (33) West of the 6" P.M.,

to Buyers property. The cost of the water line easement or license shall be the sole expense of Buyer.

19. Permission or permit to Cross the Tallgrass Energy Gas Line: This contract is expressly conditioned upon the Buyer receiving all appropriate permanent permission or permit to Cross the Tallgrass Energy Pipeline Easement, from Tallgrass, for construction of an appropriate water line across

The South East Quarter (SE/4) of Section Thirty-Six (36), Township Nineteen (19), Range Thirty-four (34) West of the 6" P.M.

The cost of the permanent permission or permit to cross said pipeline shall be the sole expense of Buyer.

THIS CONTRACT contains the entire agreement between the parties and no statement, promises or other inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding, and this contract may not be enlarged, modified, or altered except in writing and endorsed hereon. This contract shall be governed by the laws of the State of Kansas. It is mutually agreed that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

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IN WITNESS WHEREOF, the parties' hereto have set their hands on the day and year first above written.

FAIRLEIGH CORPORATION dba  
FAIRLEIGH FEED YARD

By:   
JOHN D. FAIRLEIGH, President  
Buyer

  
GARY G. SCHMIDT  
Seller

  
SAUNDRA S. SCHMIDT  
Seller

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# EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, GARY G. SCHMIDT and SAUNDRA S. SCHMIDT, Husband and Wife, herein referred to as Grantor, without further consideration other than that provided for in the Contract for Water Purchase dated July 16, 2018, between Grantor and Grantee, receipt of which is hereby acknowledged, does hereby grant to FAIRLEIGH CORPORATION, a Kansas Corporation, herein referred to as Grantee, a perpetual easement and ingress and egress over, under and through the following described real estate, in Scott County, Kansas:

A strip of land forty foot wide in the East Half (E/2) of Section Two (2), Township Twenty (20) South Range Thirty-Four (34) West of the 6th P.M., in the general area of the route lines shown on Exhibit "A" attached hereto and made a part hereof for the sole purpose of construction, maintenance, repairing and operating one (1) underground waterline, not to exceed eight inches (8") in diameter, for the transportation of water.

THIS EASEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

This Easement prohibits and does not grant any right to Grantee or its successors or assigns to construct or install any above ground or surface appurtenances, structures, facilities, taps, valves or otherwise.

1. There are no more than one (1) waterline authorized by this easement.
2. The waterline shall not exceed eight inches (8") in diameter.
3. The waterline shall be buried to a depth of at least forty-eight inches (48").
4. All waterlines shall be constructed and installed subject to all applicable rules and regulations of the appropriate governmental authorities including but not limited to Kansas Ground Water Management and Grantee shall indemnify and hold harmless the Grantor from any and all damages or penalties assessed by reason of said waterlines.
5. All waterlines shall comply with all local, state, and federal environmental laws. Grantee shall indemnify and hold harmless the Grantor from any and all environmental damages caused by the pipeline or its operation. Grantee shall pay the costs of all

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environmental remediation.

6. Damage to the surface occasioned by the installation, maintenance, repair or in removing said waterlines, shall be paid by Grantee to Grantor within 60 days after the damage is done. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee; and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.
7. Should any alterations of the land surface contours be caused by the waterlines or their operation, Grantee, or its assigns, shall restore all surface contours to their former condition as nearly as is practical.
8. Grantee shall at the time of any excavation, drilling or grading is made, cause the top soil be placed separately from the subsoil and replaced into its original position relative to the subsoil, so that the ground will be restored to its original condition as nearly as possible upon completion.
9. Any waterline ditch for installation or for maintenance and repairs across the premises shall be backfilled, and so leveled so as to restore the surface to its original condition and topography.
10. Grantee shall indemnify, and hold harmless, Grantor, its successors and assigns from and against any damage or loss to Grantor's property or livestock or injury, liability, loss or damage to any person, company entity or property resulting from, arising out of or caused by the construction, operation, maintenance, or presence of said waterlines within the easement.
11. Grantee or its assigns further agree to pay for any and all litigation expenses incurred by Grantor, concerning litigation instituted by third parties, for the enforcement of the easement conditions and terms.
12. Grantee shall not have the right to assign this easement to any party without the prior written consent of Grantor or its assigns.
13. Grantee shall properly maintain the waterlines and repair and correct all damages, sinkholes, changes in land surface contours, leaks or hazards within 30 days of discovery.
14. Grantee is required to acquire and pay the cost of an "as built" survey of the waterline location and construction within six (6) months of the signing of this agreement. The parties are agreeing to delay

Water Resources

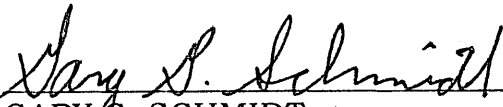
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completion of the survey to facilitate the immediate installation of the waterlines. Grantee shall provide Grantor a copy of said survey and upon approval Grantee shall at their cost file said survey with the Scott County Register of Deeds with reference to the already filed Easement Agreement.

15. THIS EASEMENT constitutes the entire agreement between the parties and there are no representations, warranties, conditions or agreements, other than those expressly set forth. The terms of this Easement shall supersede and replace the terms and conditions of any previous agreements entered into between the parties. The terms of this Easement shall extend to and become binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF this Easement is executed this 16<sup>th</sup> day of November, 2018.


  
GARY G. SCHMIDT  
Grantor

  
SAUNDRA S. SCHMIDT  
Grantor

FAIRLEIGH CORPORATION

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By:   
GREG GLUNZ, CEO  
Grantee

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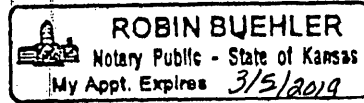
STATE OF KANSAS ) SS  
COUNTY OF SCOTT )

BE IT REMEMBERED, That on this 16<sup>th</sup> day of November, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Gary G. Schmidt and Saundra S. Schmidt, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, the day and year last above written.

Robin Buehler  
Notary Public

My Commission Expires: 3/5/2019



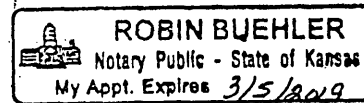
STATE OF KANSAS ) SS  
COUNTY OF SCOTT )

BE IT REMEMBERED, That on this 16<sup>th</sup> day of November, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Glunz, CEO of Fairleigh Corporation, existing under and by virtue of the laws of Kansas, who is personally known to me to be such CEO, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, the day and year last above written.

Robin Buehler  
Notary Public

My Commission Expires: 3/5/2019



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## EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, that, GBCM FARMS, LLC, a Kansas Limited Liability Company, herein referred to as Grantor, without further consideration other than that provided for in the Contract for Water Purchase dated July 16, 2018, between GARY G. SCHMIDT and SAUNDRA S. SCHMIDT and Grantee, receipt of which is hereby acknowledged, does hereby grant to FAIRLEIGH CORPORATION, a Kansas Corporation, herein referred to as Grantee, a perpetual easement and ingress and egress over, under and through the following described real estate, in Scott County, Kansas:

A strip of land forty foot wide in the Northwest Quarter (NW/4) of Section One (1), Township Twenty (20), Range Thirty-Four West of the 6th P.M. and the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Nineteen (19), Range Thirty-Four (34) West of the 6th P.M., in the general area of the route lines shown on Exhibit "A" attached hereto and made a part hereof for the sole purpose of construction, maintenance, repairing and operating one (1) underground waterline, not to exceed eight inches (8") in diameter, for the transportation of water.

THIS EASEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

This Easement prohibits and does not grant any right to Grantee or its successors or assigns to construct or install any above ground or surface appurtenances, structures, facilities, taps, valves or otherwise.

1. There are no more than one (1) waterline authorized by this easement.
2. The waterline shall not exceed eight inches (8") in diameter.
3. The waterline shall be buried to a depth of at least forty-eight inches (48").
4. All waterlines shall be constructed and installed subject to all applicable rules and regulations of the appropriate governmental authorities including but not limited to Kansas Ground Water Management and Grantee shall indemnify and hold harmless the Grantor from any and all damages or penalties assessed by reason of said waterlines.



5. All waterlines shall comply with all local, state, and federal environmental laws. Grantee shall indemnify and hold harmless the Grantor from any and all environmental damages caused by the pipeline or its operation. Grantee shall pay the costs of all environmental remediation.
6. Damage to the surface occasioned by the installation, maintenance, repair or in removing said waterlines, shall be paid by Grantee to Grantor within 60 days after the damage is done. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee; and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.
7. Should any alterations of the land surface contours be caused by the waterlines or their operation, Grantee, or its assigns, shall restore all surface contours to their former condition as nearly as is practical.
8. Grantee shall at the time of any excavation, drilling or grading is made, cause the top soil be placed separately from the subsoil and replaced into its original position relative to the subsoil, so that the ground will be restored to its original condition as nearly as possible upon completion.
9. Any waterline ditch for installation or for maintenance and repairs across the premises shall be backfilled, and so leveled so as to restore the surface to its original condition and topography.
10. Grantee shall indemnify, and hold harmless, Grantor, its successors and assigns from and against any damage or loss to Grantor's property or livestock or injury, liability, loss or damage to any person, company entity or property resulting from, arising out of or caused by the construction, operation, maintenance, or presence of said waterlines within the easement.
11. Grantee or its assigns further agree to pay for any and all litigation expenses incurred by Grantor, concerning litigation instituted by third parties, for the enforcement of the easement conditions and terms,
12. Grantee shall not have the right to assign this easement to any party without the prior written consent of Grantor or its assigns.
13. Grantee shall properly maintain the waterlines and repair and correct all damages, sinkholes, changes in land surface contours,

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leaks or hazards within 30 days of discovery.

14. Grantee is required to acquire and pay the cost of an "as built" survey of the waterline location and construction within six (6) months of the signing of this agreement. The parties are agreeing to delay completion of the survey to facilitate the immediate installation of the waterlines. Grantee shall provide Grantor a copy of said survey and upon approval Grantee shall at their cost file said survey with the Scott County Register of Deeds with reference to the already filed Easement Agreement.

15. THIS EASEMENT constitutes the entire agreement between the parties and there are no representations, warranties, conditions or agreements, other than those expressly set forth. The terms of this Easement shall supersede and replace the terms and conditions of any previous agreements entered into between the parties. The terms of this Easement shall extend to and become binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF this Easement is executed this 16<sup>th</sup> day of November, 2018.

GBCM FARMS, LLC

Gary G. Schmidt  
GARY G. SCHMIDT, Manager  
Grantor

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FAIRLEIGH CORPORATION

By: Greg Glunz  
GREG GLUNZ, CEO  
Grantee

STATE OF KANSAS ) SS  
COUNTY OF SCOTT )

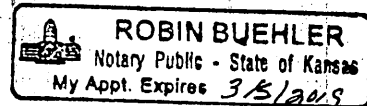
BE IT REMEMBERED, That on this 16<sup>th</sup> day of November, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Gary G. Schmidt, Manager of GBCM FARMS, LLC., existing

under and by virtue of the laws of Kansas, who is personally known to me to be such Manger, who personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, the day and year last above written.

*Robin Buehler*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/5/2019



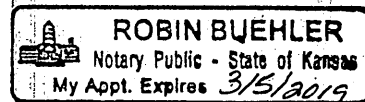
STATE OF KANSAS ) SS  
COUNTY OF SCOTT )

BE IT REMEMBERED, That on this 16<sup>th</sup> day of November, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Greg Glunz, CEO of Fairleigh Corporation, existing under and by virtue of the laws of Kansas, who is personally known to me to be such CEO, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, the day and year last above written.

*Robin Buehler*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/5/2019



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Rural Resources Consulting, LLC

PROJECT: FAIRLEIGH FEED YARD

LOCATION: SECTION 25 T19S R34W & SECTION 30 T19S R33W, SCOTT COUNTY, KANSAS

BY: FCM  
DATE: 10/17/2018

CHECKED BY: CAM  
DATE: 11/3/2018

**DETERMINATION OF MAXIMUM ACRES FOR IRRIGATION PLACE OF USE  
RESULTING FROM CHANGE OF USE FROM IRRIGATION TO STOCKWATER**

Water Right File Nos. SC107, SC108, 4,261, 8,881 and 16,715 are completely overlapped and have a common place of use. File Nos. SC107, SC108, 4,261, and 8,881 are currently subject to an overall limitation of 1,469 acre-feet (AF) per year. The group of File Nos. SC107, SC108, 4,261, 8,881 and 16,715 are subject to another overall limitation of 1,549 AF per year. Change applications have been filed for File Nos. 4,261 and 16,715 (ID 6) to change the use from irrigation to stockwater. This and associated filings have resulted in a reduction of the overall limitations pertaining to irrigation use, which is summarized below.

Irrigation limitation for File Nos. SC107, SC108, 4,261, 8,881 and 16,715:	1,549 AF
Reduction due to removal of File No. 4,261 from irrigation use:	-141 AF
Reduction due to removal of File No. 16,715 (ID 6) from irrigation use:	<u>-173 AF</u>
Resulting limitation after changes in use =	1,235 AF

The procedures specified in K.A.R. 5-5-11(b)(2)(B)(ii) are used to determine the maximum irrigated acres that may be retained. The following calculation is based on the total quantity proposed for irrigation use that results from the change applications pertaining to File Nos. 4,261 and 16,715:

$$\begin{aligned}
 \text{K.A.R. 5-5-11(b)(2)(B)(ii): Acres} &= (\text{Authorized Quantity}) \times (0.85) / (80\% \text{ Chance NIR}^*) \\
 &= (1235.0 \text{ AF}) \times (0.85) / (1.33 \text{ ft.}) \\
 &= 789.3 \text{ acres}
 \end{aligned}$$

\* From K.A.R. 5-5-12 as listed for Scott County

The current place of use is:

SEC-TWP-RGE	ACRES
12-20S-34W	480.00
2-20S-34W	282.18
1-20S-34W	81.00
35-19S-34W	24.00
36-19S-34W	88.00
Total =	<u>955.18</u>
	-81.00
	<u>-88.00</u>
	786.18

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KS Dept Of Agriculture

The proposed place of use of 786.18 acres is less than the maximum allowable area of 789.3 acres.

- Reduce the place of use to **786.18 acres.**
- Retain the current remaining descriptions and locations of the remaining place of use.

<u>County</u>	<u>50% Chance Rainfall</u>	<u>80% Chance Rainfall</u>
McPherson	10.8" = 0.90'	13.1" = 1.09'
Meade	14.3" = 1.19'	16.1" = 1.34'
Miami	5.0" = 0.42'	9.0" = 0.75'
Mitchell	10.8" = 0.90'	13.3" = 1.11'
Montgomery	8.1" = 0.68'	10.9" = 0.91'
Morris	8.5" = 0.71'	11.4" = 0.95'
Morton	15.4" = 1.28'	17.1" = 1.43'
Nemaha	7.8" = 0.65'	10.9" = 0.91'
Neosho	7.1" = 0.59'	10.2" = 0.85'
Ness	13.3" = 1.11'	15.3" = 1.28'
Norton	12.3" = 1.03'	14.4" = 1.20'
Osage	7.0" = 0.58'	9.9" = 0.83'
Osborne	11.7" = 0.98'	13.8" = 1.15'
Ottawa	10.5" = 0.88'	12.9" = 1.08'
Pawnee	12.7" = 1.06'	14.9" = 1.24'
Phillips	11.7" = 0.98'	14.0" = 1.17'
Pottawatomie	8.1" = 0.68'	11.1" = 0.93'
Pratt	12.6" = 1.05'	14.6" = 1.22'
Rawlins	13.2" = 1.10'	15.1" = 1.26'
Reno	11.4" = 0.95'	13.8" = 1.15'
Republic	10.0" = 0.83'	12.6" = 1.05'
Rice	11.5" = 0.96'	13.8" = 1.15'
Riley	8.5" = 0.71'	11.4" = 0.95'
Rooks	12.0" = 1.00'	14.3" = 1.19'
Rush	12.6" = 1.05'	14.8" = 1.23'
Russell	11.3" = 0.94'	14.1" = 1.18'
Saline	10.8" = 0.90'	13.1" = 1.09'
Scott	14.0" = 1.17'	15.9" = 1.33'
Sedgwick	10.7" = 0.89'	13.1" = 1.09'
Seward	14.5" = 1.21'	16.4" = 1.37'
Shawnee	7.4" = 0.62'	10.2" = 0.85'
Sheridan	12.9" = 1.08'	15.0" = 1.25'
Sherman	14.1" = 1.18'	15.7" = 1.31'
Smith	11.4" = 0.95'	13.6" = 1.13'
Stafford	12.3" = 1.03'	14.5" = 1.21'
Stanton	15.6" = 1.30'	17.2" = 1.43'
Stevens	14.8" = 1.23'	16.8" = 1.40'
Sumner	10.3" = 0.86'	13.2" = 1.10'
Thomas	13.5" = 1.13'	15.4" = 1.28'
Trego	12.9" = 1.08'	15.0" = 1.25'
Wabaunsee	7.8" = 0.65'	10.7" = 0.89'
Wallace	14.3" = 1.19'	16.1" = 1.34'
Washington	9.2" = 0.77'	12.0" = 1.00'
Wichita	14.4" = 1.20'	16.3" = 1.36'

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RuralResourcesConsulting  
LLC

November 8, 2018

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**NOV 19 2018**

David Barfield, P.E.  
Chief Engineer  
Division of Water Resources  
Kansas Department of Agriculture  
1320 Research Park Drive  
Manhattan, KS 66502

KS Dept Of Agriculture

Subject: Applications Relating to File Nos. 4,261, 16,715, 8,881, SC107 and SC108, Scott County

Dear Mr. Barfield:

Fairleigh Corporation, owner of Fairleigh Feed Yard, has entered into an agreement with Gary G. and Sandra S. Schmidt to purchase water rights associated with File Nos. 4,261 and 16,715. The purpose of this acquisition is to secure additional sources of water supply for Fairleigh Feed Yard. This quantity will support the recent expansion of the facility and will provide additional capacity to compensate for a failure of one or more wells that currently supply water to cattle at the feed yard.

Both water rights are currently authorized for irrigation use. Fairleigh Corporation proposes to change the use made of water from irrigation to stockwater. The water will be conveyed by underground pipeline to the feed yard, which will be the place of use. Maps are included with the applications that show the route of the pipeline. No change in point of diversion is proposed.

After researching the details of the water rights, we identified several complexities that make the proposed changes rather complicated. The issues that complicate the proposed changes are:

- File Nos. 4,261, 16,715, 8,881, SC107 and SC108 share a common place of use. That is, the place of use associated with these water rights is completely overlapped.

- The current place of use is owned by three different entities.
- File No. 8,881 includes six points of diversion subject to one overall rate and quantity. One of these points of diversion is co-located at the point of diversion associated with File No. 4,261.
- File No. 16,715 includes three points of diversion that are assigned specific rates and quantities. Fairleigh Corporation proposes to acquire just one of these points of diversion and change the use to stockwater.
- File Nos. 4,261, 16,715, 8,881, SC107 and SC108 are subject to an overall quantity limitation. Changing the use of File Nos. 4,261 and 16,715 to stockwater implies that the overall limitation must be adjusted to account for reduced irrigation quantity. This adjustment impacts all five water rights.
- A reduction in the acres authorized for irrigation will result from any significant reduction of the total quantity authorized for irrigation. The acreage reduction must be distributed in a way that is acceptable to all owners of the place of use.

We have developed a package of applications that includes changes, reductions, and a division of the subject water rights. The purpose of these applications is to accomplish the original goal of changing the use of File Nos. 4,261 and 16,715 from irrigation to stockwater. These applications are enclosed for your review and approval and are submitted on behalf of the applicant, Fairleigh Corporation. The remainder of this letter summarizes the content of each application. Please note that no changes in rate are proposed in any of these applications.

#### File No. 4,261

A change application is submitted for File No. 4,261 to change the use made of water from irrigation to stockwater. The consumptive use factor for Scott County that is referenced in K.A.R. 5-5-9(a)(1) was used to determine the quantity available for stockwater use. The application also proposes to change the place of use from the current overlapped place of use to Fairleigh Feed Yard, which is located in the SE ¼ Section 25 T19S R34W and Section 30 T19S R33W.

A copy of the cover page of the Kansas Department of Health and Environment permit for the feed yard is enclosed to document the current capacity of 80,000 head of beef cattle. Fairleigh Feed Yard is supplied by seven water rights covering ten stockwater wells. Information contained in the WRIS reports for these water rights indicates that they are subject to an overall quantity limitation of 328.5 million gallons per year, or 1,008 acre-feet (AF) per year. The maximum reasonable use for 80,000 head of beef cattle is 1,344.2 AF per year based on a consumption rate of 15 gallons per head per day. The difference between 1,344.2 AF and 1,008 AF is 336.2 AF. The change applications associated with File Nos. 4,261 and 16,715 propose to supply 115.3 AF and 141.5 AF, respectively, for stockwater. The sum of these additional quantities, 256.8 AF, and the current limitation of 1,008 AF is 1,264.8 AF. This is less than the maximum reasonable quantity of 1,344.2 AF. We therefore request that no limitations be placed on stockwater use from File Nos. 4,261 and 16,715. A quantity of 1,264.8 AF will supply 14.1 gallons per head per day at a capacity of 80,000 head. We believe this will be sufficient for this operation. We also request that the current overall limitation of 1,008 AF be reconsidered since the total of the authorized quantities of all stockwater rights far

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exceeds this limitation. If possible, we request that the limitation be authorized for increase in the event of a subsequent expansion.

A copy of the purchase agreement is included with the change application to document the intent to convey the interest in this water right to Fairleigh Corporation.

File No. 16,715

File No. 16,715 includes three points of diversion. A specific rate and quantity are assigned to each point of diversion. Fairleigh Feed Yard proposes to purchase the portion of the water right associated with the point of diversion located 652 feet north and 2318 feet west of the southeast corner of Section 2 T20S R34W. This point of diversion is ID 6 in the WRIS report. To accomplish this, we propose that a change application be processed first. This application would change the use made of water from this point of diversion (ID 6) from irrigation to stockwater. The consumptive use determination is based on K.A.R. 5-5-9(a)(1). The place of use would be changed from the current overlapped place of use to Fairleigh Feed Yard, which is located in the SE ¼ Section 25 T19S R34W and Section 30 T19S R33W. A copy of the purchase agreement is included with the change application to document the intent to convey the interest in this portion of the water right to Fairleigh Corporation. As was indicated in the previous summary pertaining to File No. 4,261, we request that no further limitations be placed on stockwater use from this point of diversion.

No changes are proposed for the use, rate, quantity or location of the remaining two points of diversion. The place of use will be reduced based upon adjustment of the overall annual quantity limitation that applies to File Nos. SC107, SC108, 4,261, 8,881 and 16,715. The basis for this adjustment is described in the following summary pertaining to File No. 8,881. The formula outlined in K.A.R. 5-5-11(b)(2)(B)(ii) was used to determine the maximum irrigated acres. An annual quantity of 1,235 AF and the 80% chance rainfall NIR value of 1.33 feet for Scott County were used in the calculation. The result was a maximum irrigated area of 789.3 acres. We propose to reduce the current irrigated place of use by deleting 81.00 acres associated with Section 1 T20S R34W and 88.00 acres associated with Section 36 T19S R34W from the current place of use consisting of 955.18 acres. This leaves 786.18 acres, which is less than the limitation of 789.3 acres. No new acres are proposed in this reduction of the place of use.

Upon approval of this change application, we request that the enclosed application to divide a water right be processed. This application proposes to establish File No. 16,715 – D1 for the point of diversion purchased by Fairleigh Corporation. The only use would be stockwater, the quantity would be that approved through the change application, and the place of use would be Fairleigh Feed Yard, which is located in the SE ¼ Section 25 T19S R34W and Section 30 T19S R33W. This division will establish Fairleigh Corporation as the sole owner of this water right and will eliminate any interest in the other portion of File No. 16,715.

The division application also proposes to establish File No. 16,715 – D2. This water right will include the two remaining points of diversion. No change in rate, quantity, use or location is proposed. The place of use will be the previously-described reduced place of use consisting of 786.18 acres.

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KS Dept Of Agriculture



File No. 8,881

File No. 8,881 is not part of the water right purchase agreement but does cause many of the complexities involved in this project. This water right covers six points of diversion, two of which are co-located on senior points of diversion. One of these is File No. 4,261. All points of diversion are subject to a single overall authorized quantity of 1,469 AF. File No. 8,881 is also subject to an annual limitation of 1,469 AF in combination with File Nos. SC107, SC108 and 4,261. This essentially limits File No. 8,881 to 368 AF if the other water rights are used to their total authorized quantities. When File No. 16,715 is added to this group, another annual limitation of 1,549 AF is imposed. The change in use associated with File Nos. 4,261 and 16,715 reduces the irrigation quantities associated with this group. This indicates the need to adjust the previously stated limitations. Elimination of the 141 AF quantity associated with File No. 4,261 reduces the 1,469 AF limitation to 1,328 AF. Elimination of 141 AF associated with File No. 4,261 and 173 AF associated with File No. 16,715 (ID 6)/16,715 – D1 reduces the 1,549 AF limitation to 1,235 AF. These changes result in a discrepancy between the limitations. This implies that the limitations must be reduced to 1,235 AF as they relate to File Nos. SC107, SC108, 8,881 and 16,715 – D2.

We propose to address these issues through a request to reduce a portion of an existing water right. The following reductions are requested:

1. Reduce the limitation on the maximum annual quantity of water to 1,235 AF when combined with File Nos. SC107, SC108 and 16,715 – D2. We understand that this request will also impact the authorized quantity associated with File No. 8,881.
2. Reduce the place of use to 786.18 acres as was previously described in the summary of the change application for File No. 16,715.
3. Reduce the number of authorized points of diversion from six to five by deleting the point of diversion that is co-located at the point of diversion associated with File No. 4,261. This will preclude a situation where both irrigation and stockwater use are authorized for a single point of diversion. It will also allow Fairleigh Corporation to maintain complete ownership and control of File No. 4,261.

File No. SC107

A request to reduce a portion of an existing water right is submitted for the sole purpose of reducing the irrigation place of use associated with this water right to correspond with that established for File Nos. SC108, 8,881 and 16,715 – D2.

File No. SC108

A request to reduce a portion of an existing water right is submitted for the sole purpose of reducing the irrigation place of use associated with this water right to correspond with that established for File Nos. SC107, 8,881 and 16,715 – D2.

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**NOV 19 2018**

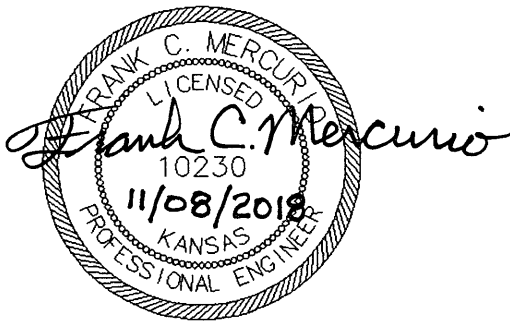
KS Dept Of Agriculture

Land Ownership

Land ownership of the place of use was verified by researching the Scott County Kansas Public Parcel Search website. A summary of ownership of the current and proposed places of use is included with each application. Documentation indicating ownership of the stockwater place of use by Fairleigh Corporation is included where applicable. At this point in time, the owners of the irrigated place of use have decided to delay any further division of this place of use.

Please contact me if you have any questions concerning this application. Thank you for your consideration of this matter.

Respectfully,



Frank C. Mercurio, P.E.

Enclosures

Water Resources  
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**NOV 19 2018**

KS Dept Of Agriculture



## Business Entity Search

Date: 10/04/2018

Be advised the business information on this page is for summary informational purposes only. It is not an official filing with the Secretary of State's office and should not be relied on as such. Please view actual documents filed by customers with the secretary of State's office to ensure accurate information. When filing a Uniform Commercial Code statement on an entity, consult with your attorney to ensure the correct debtor name.

## Business Summary

Current Entity Name	Business Entity ID Number
---------------------	---------------------------

FAIRLEIGH CORPORATION	0176735
-----------------------	---------

Current Mailing Address: PO BOX 560 207 E BELLEVUE, SCOTT CITY, KS 67871

Business Entity Type: KANSAS FOR PROFIT CORPORATION

Date of Formation in Kansas: 11/30/1970

State of Organization: KS

Current Status: ACTIVE AND IN GOOD STANDING

## Resident Agent and Registered Office

Resident Agent: JOHN D. FAIRLEIGH

Registered Office: 207 E Bellevue, SCOTT CITY, KS 67871

## Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 11

The Last Annual Report on File: 11/2017

Next Annual Report Due: 03/15/2019

Forfeiture Date: 06/15/2019



## Business Entity Search

Date: 11/16/2018

Be advised the business information on this page is for summary informational purposes only. It is not an official filing with the Secretary of State's office and should not be relied on as such. Please view actual documents filed by customers with the secretary of State's office to ensure accurate information. When filing a Uniform Commercial Code statement on an entity, consult with your attorney to ensure the correct debtor name.

## Business Summary

### Current Entity Name

GBCM FARMS, L.L.C.

### Business Entity ID Number

4784096

Current Mailing Address: GARY SCHMIDT - GARY SCHMIDT 9670 S EAGLE RD, SCOTT CITY, KS 67871

Business Entity Type: KANSAS LTD LIABILITY COMPANY

Date of Formation in Kansas: 01/14/2014

State of Organization: KS

Current Status: ACTIVE AND IN GOOD STANDING

### Resident Agent and Registered Office

Resident Agent: GARY SCHMIDT

Registered Office: 9670 S EAGLE RD, SCOTT CITY, KS 67871

### Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 12

The Last Annual Report on File: 12/2017

Next Annual Report Due: 04/15/2019

Forfeiture Date: 07/15/2019

# STATE OF KANSAS

DEPARTMENT OF AGRICULTURE  
1320 RESEARCH PARK DRIVE  
MANHATTAN, KS 66502  
PHONE: (785) 564-6700  
FAX: (785) 564-6777



900 SW JACKSON, ROOM 456  
TOPEKA, KS 66612  
PHONE: (785) 296-3556  
www.agriculture.ks.gov

GOVERNOR JEFF COLYER, M.D.  
JACKIE McCLASKEY, SECRETARY OF AGRICULTURE

FAIRLEIGH CORPORATION  
PO BOX 560  
SCOTT CITY, KS 67871

November 21, 2018

RE: File No 4261

Dear Sir or Madam:

An application for approval of the Chief Engineer to change the following condition or conditions of the file number referred to above has been received:

- place of use PU/UMW
- point of diversion
- use made of water

As a matter of record, the Division of Water Resources has on hand a large number of applications awaiting processing. Therefore, to be fair to all concerned, and so that we can process those applications on hand in the order they were received, we intend to concentrate on the backlog of applications until the issue is resolved. You will be contacted regarding this application as soon as it has been examined.

In accordance with the provisions of the Kansas Water Appropriation Act, a portion of which is included below, the use of water prior to approval of the application is unlawful. You should not proceed and divert water as indicated by your plans in your application for a change for this file until you receive approval for this change from the Chief Engineer. Once approved, compliance with the terms, conditions and limitations of the permit is necessary. Conservation of the water resources of Kansas is required.

**Section 82a-728 of the Kansas Water Appropriation Act, provides (a) except for the appropriation of water for the purpose of domestic use, . . . it shall be unlawful for any person to appropriate or threaten to appropriate water from any source without first applying for and obtaining a permit to appropriate water in accordance with the provisions of the Water Appropriation Act or for any person to violate any condition of a vested right, appropriation right or an approved application for a permit to appropriate water for beneficial use.**

**(b) (1) The violation of any provision of this section by any person is a class C misdemeanor...**

**A class C misdemeanor is punishable by a fine not to exceed \$500 and/or a term of confinement not to exceed one month in the county jail. Each day that the violation occurs constitutes a separate offense.**

If you have any questions, please contact me at (785) 564-6645. If you wish to discuss a specific file, please have the file number ready so that we may help you more efficiently.

Sincerely,

Brent Tournay, L.G.  
Change Applications Unit Supervisor  
Water Appropriation Program

BAT: DLW  
pc: GARDEN CITY Field Office GMD1

GENERAL POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS:

That I, **Margaret Koehn**, a resident of Scott County, Kansas, have made, constituted and appointed, and by these presents do make, constitute and appoint **Gerald Koehn and Sharon Roemer, jointly and severably**, my true and lawful attorney, hereby revoking all prior powers of attorney to act in, manage, and conduct all my estate and all my affairs, in the respects hereafter mentioned, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in things, that it to say:

1. To buy, receive, lease, accept, or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quit claim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of; any property whatsoever or any custody, possession, interest, or right therein, upon such terms, considerations and conditions as my said attorney shall think proper; of all of my property, real, personal and mixed.

2. To take, hold, possess, invest, lease, or let or otherwise manage any or all of my property or any interest therein; to eject, remove, or relieve tenants or other persons from, and recover possessions of, such property by all lawful means, and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof;

3. To make, do and transact all and every kind of business of what nature or kind whatsoever, including the receipt, recover, collections, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, or any rebate, refund or discount thereon, which may now or hereafter be due, owing, or payable by me or to me;

4. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, mortgages, hypothecations, checks, notes, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the promises;

5. To deposit and withdraw for the purpose hereof, in either my said attorney's name or my name or jointly in all our names, in or from any banking institution, and funds, negotiable paper, or moneys which may come into my said attorney's hands as such attorney or which I now or hereafter may have on deposit or be entitled to;

6. To contract loans and to borrow any sums of money in my name and upon such term as my said attorney shall see fit, and to pledge or give as security therefor any or all of my said property;

7. To institute, prosecute, defend, compromise, arbitrate and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or otherwise engage in litigation in connection with the premises;

8. To act as my attorney or proxy in respect to any stocks, shares, bonds or other investments, rights or interests, I may now or hereafter hold;

9. THIS POWER OF ATTORNEY SHALL NOT BE EFFECTED BY SUBSEQUENT DISABILITY OR INCAPACITY OF THE PRINCIPAL PURSUANT TO K.S.A. 58-610.

10. To execute and deliver vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States.

11. To execute, acknowledge, present, prosecute, any claim or demand whatsoever on or against the government of the United States, of any sovereign state or authority, or of any political subdivision or instrumentality thereof;

12. To receive, endorse, and collect checks payable to the order of the undersigned drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, of any political subdivision or instrumentality thereof;

13. To prepare, execute, and file income and other tax returns, and other governmental reports, applications, requests and documents;

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, and herein specially enumerated powers being in aid and exemplification of the full, complete and general power granted herein and not in limitation or definition thereof; and hereby ratifying all that my said attorney, **Gerald Koehn and Sharon Roemer, jointly or severably**, shall lawfully do or cause to be done by virtue of these presents.

The terms "estate", "affairs" and "property", as herein include and shall include at all times and places and under all conditions, real, personal and mixed property of every kind and description whatsoever and wheresoever situated, and all buildings, structures, improvements, fixtures, vehicles, appliances, accessories, furnishings, equipment, choices in action, equities, priorities, permits, rations, quotes, rights of way, mineral and oil rights, water rights, easements, licenses, future interest, reversions, remainders, and all other kinds of property or property rights whatsoever, and every interest, title, equity, tenement, hereditament, appurtenance, right, claim, demand, or action therein and thereunto appertaining, and whether said property or property rights be tangible or intangible, jointly or severally owned, or now or hereafter acquired.

IN WITNESS WHEREOF, I have hereunto set my hand this 9 day of December, 2014.

*Margaret Koehn*  
Margaret Koehn

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SCOTT         )

BE IT REMEMBERED, That on this 9 day of December, 2014, before me, the undersigned, a notary public in and for the County and State aforesaid, came Margaret Koehn, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

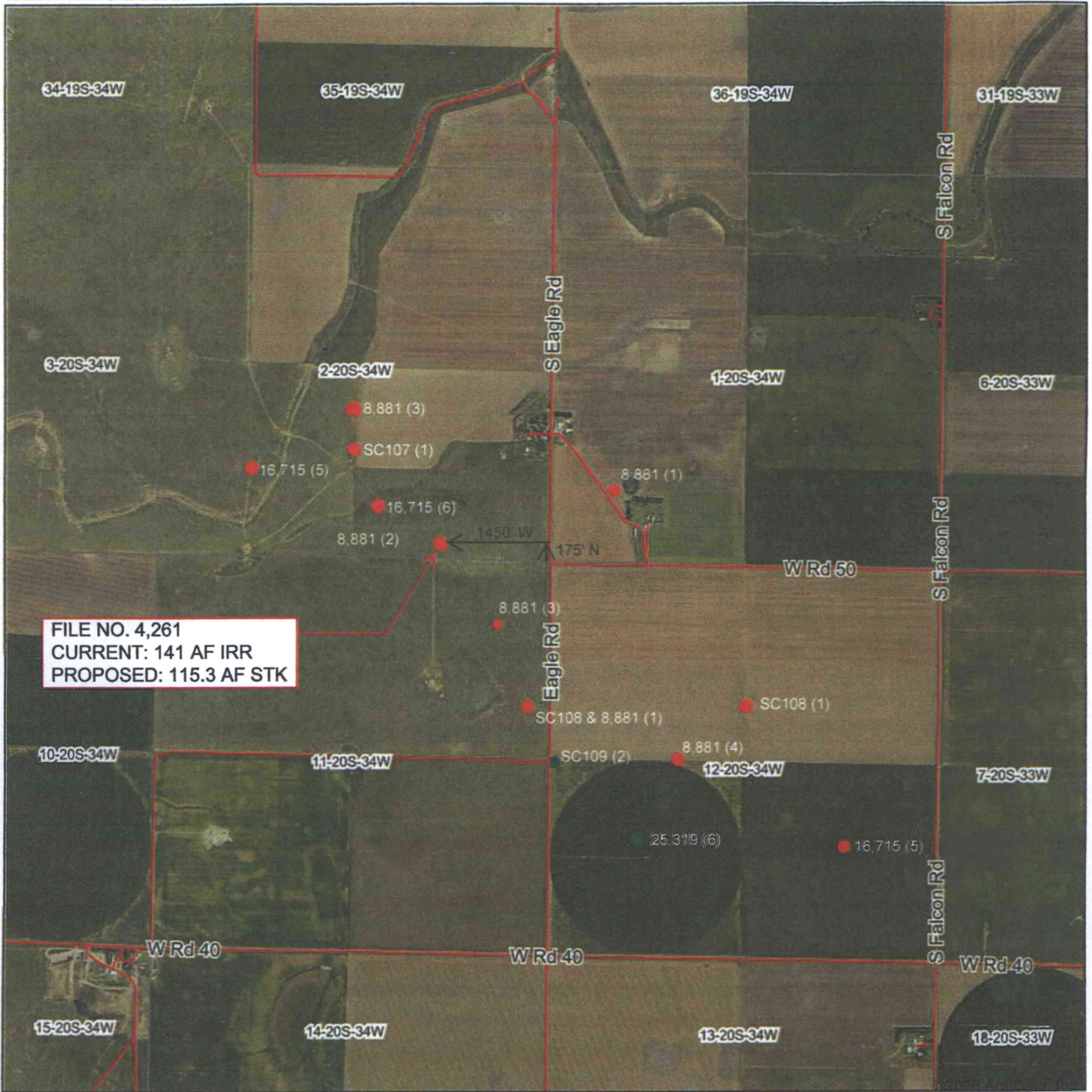
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

*Jennifer L. Ludowese*  
Notary Public  
Commission expires: 12/16/17

SEAL



# Well Location Map



FILE NO. 4,261  
 CURRENT: 141 AF IRR  
 PROPOSED: 115.3 AF STK

Map Center: 38° 20' 15.42, -101° 2' 5.46  
 Map Scale: 1: 24000

0ft      2087ft      4173ft

- Point of Diversion (STK) ●
- Point of Diversion (IRR) ●
- Point of Diversion (Neighbor) ●

**File No. 4,261 Change in Use  
 Scott County, Kansas**

Maps Provided By:  
  
 CUSTOMIZED ONLINE MAPPING  
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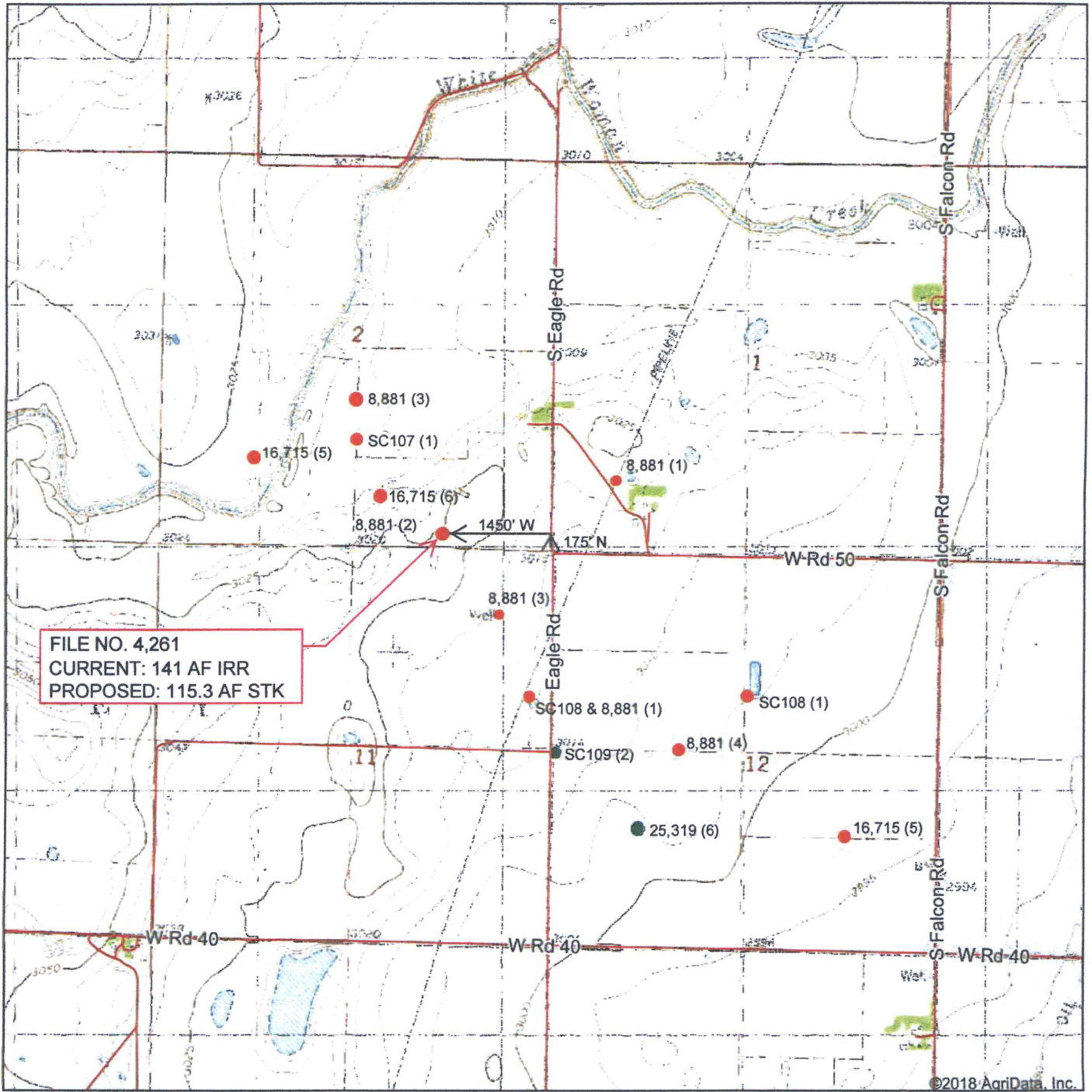
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# Well Location Map



FILE NO. 4,261  
CURRENT: 141 AF IRR  
PROPOSED: 115.3 AF STK

Map Center: 38° 20' 14.53, -101° 2' 6.03  
Map Scale: 1:24000

0ft 2087ft 4173ft

- Point of Diversion (STK) ●
- Point of Diversion (IRR) ●
- Point of Diversion (Neighbor) ●

**File No. 4,261 Change in Use  
Scott County, Kansas**



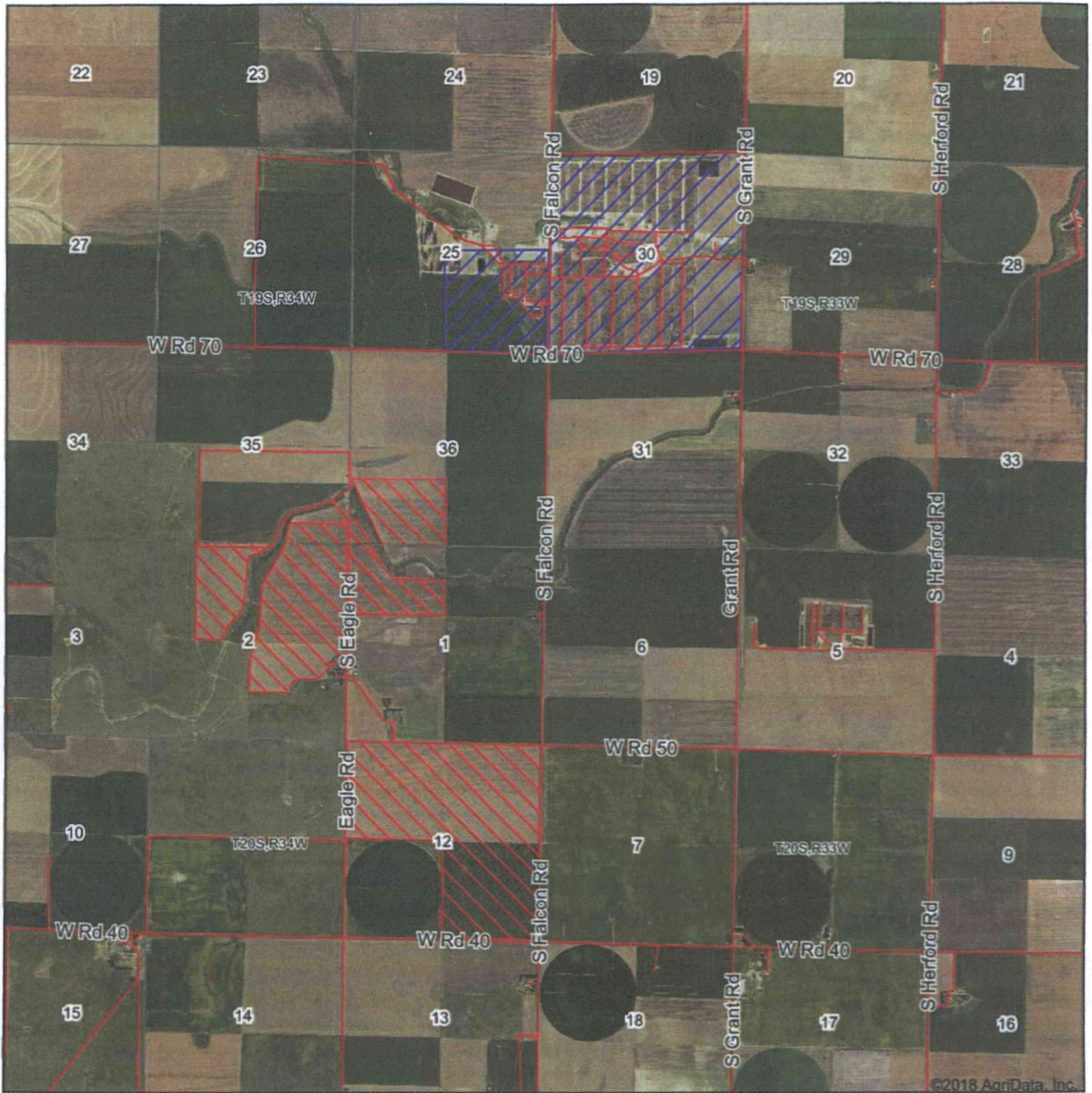
Water Resources

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**NOV 19 2018**

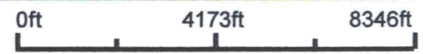
KS Dept Of Agriculture








# Aerial Map of Place of Use



©2018 AgriData, Inc.

Map Center: 38° 21' 6.02, -101° 0' 58.82  
 Map Scale: 1:48000



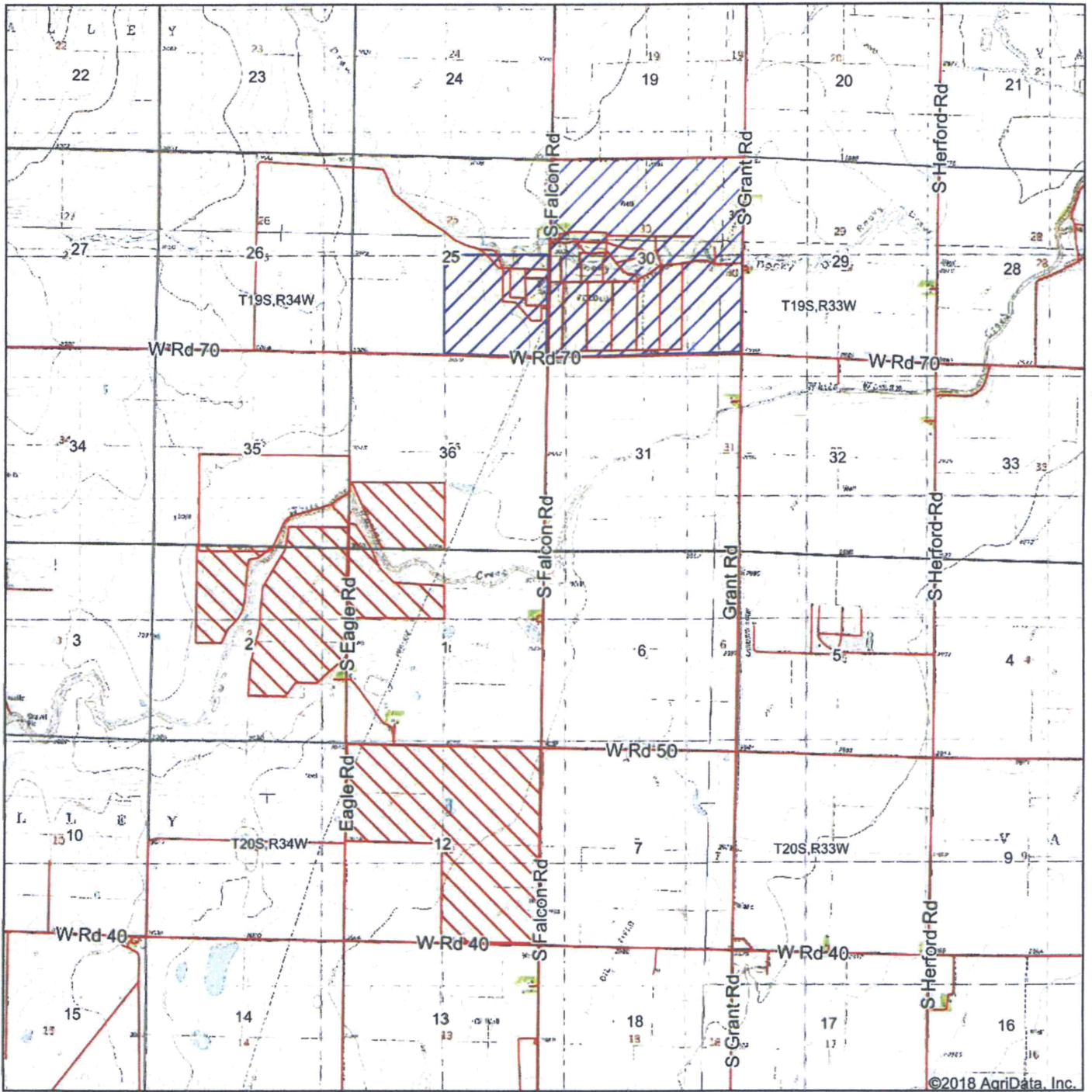
- |                             |   |                               |  |
|-----------------------------|---|-------------------------------|--|
| Current Place of Use (IRR)  |  | Point of Diversion (STK)      |  |
| Current Place of Use (STK)  |  | Point of Diversion (IRR)      |  |
| Proposed Place of Use (IRR) |  | Point of Diversion (Neighbor) |  |
| Proposed Place of Use (STK) |  |                               |  |

**File No. 4,261**  
**Scott County, Kansas**

Maps Provided By:  
  
 CUSTOMERIZED ONLINE MAPPING  
 © Agridata, Inc. 2018 www.AgridataInc.com

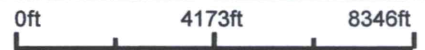
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 KS Dept Of Agriculture

# USGS Topographic Map of Place of Use



©2018 AgriData, Inc.

Map Center: 38° 21' 7.24, -101° 0' 59.22  
 Map Scale: 1:48000



- Current Place of Use (IRR)
- Current Place of Use (STK)
- Proposed Place of Use (IRR)
- Proposed Place of Use (STK)



- Point of Diversion (STK)
- Point of Diversion (IRR)
- Point of Diversion (Neighbor)



**File No. 4,261**  
**Scott County, Kansas**

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Water Resources  
 Received

NOV 19 2018

KS Dept Of Agriculture

NATURAL GAS PIPELINE

PROPOSED PIPELINE

FFY West Well

File No. 16,715

FFY East Well

File No. 4,261

EXISTING 8-INCH PIPELINE

PIPELINE ROUTE FROM NEW STK WELLS TO FAIRLEIGH FEED YARD

Google Earth

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NOV 19 2018