

Kansas Department of Agriculture  
Division of Water Resources  
**CHANGE: P/U WORKSHEET**

1. File Number: <b>23445-D3</b>	2. Status Change Date: <i>9-10-2021</i>	3. Change Num: <b>C2</b>	4. Field Office: <b>04</b>	5. GMD: <b>03</b>
6. Status: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied by DWR/GMD <input type="checkbox"/> Dismiss by Request/Failure to Return				7. Filing Date of Change: <b>9/1/2021</b>
8a. Landowner , applicant, correspondent Person ID <b>62080</b> New to system <input type="checkbox"/> Add Seq# _____  <b>JOHAN P &amp; MARGARITHA LOEWEN</b> <b>PO BOX 1098</b> <b>SUBLETTE, KS 67877</b>		8c. Landowner      Person ID _____ New to system <input type="checkbox"/> Add Seq# _____		
8b. Landowner(s),      Person ID _____ New to system <input type="checkbox"/> Add Seq# _____		8d. correspondent      Person ID _____ _____      Add Seq# _____ New to system <input type="checkbox"/>		
8e. Landowner(s),      Person ID _____ New to system <input type="checkbox"/> Add Seq# _____				
9. Documents and Enclosure(s): <input checked="" type="checkbox"/> DWR Meter(s) Date to Comply: <b>12/31/2021</b> <input checked="" type="checkbox"/> N & P Date to Comply: <b>3/1/2022</b>				
<input type="checkbox"/> Anti-Reverse Meter <input type="checkbox"/> Meter Seal <input checked="" type="checkbox"/> Check Valve <input type="checkbox"/> N & P Form <input type="checkbox"/> Water Tube <input type="checkbox"/> Driller Copy <input type="checkbox"/> H & E Letter				
<input type="checkbox"/> Conservation Plan      Date Required: _____      Date Approved: _____      Date to Comply: _____				
10. Use Made of Water      From: _____      To: _____				
Date Prepared: <b>9/10/2021</b> By: <b>MAM</b> Date Entered: _____      By: _____				

File No. **23445-D3**      11. County: FI      Basin: ARKANSAS RIVER      Stream:      Formation Code:      Special Use:

12. Points of Diversion Rate and Quantity  
**CHK** Authorized Additional  
**MOD** Rate Quantity  
**DEL** PDIV gpm af gpm af Overlap PD Files  
**ENT** Qualifier    S    T    R    ID    'N    'W    **Comment (AKA Line)**

**CHK 77811**

13. Storage: Rate \_\_\_\_\_ NF    Quantity \_\_\_\_\_ ac/ft    Additional Rate \_\_\_\_\_ NF    Additional Quantity \_\_\_\_\_ ac/ft

14. Limitation: \_\_\_\_\_ af/yr at \_\_\_\_\_ gpm ( \_\_\_\_\_ cfs) when combined with file number(s) \_\_\_\_\_  
 Limitation: \_\_\_\_\_ af/yr at \_\_\_\_\_ gpm ( \_\_\_\_\_ cfs) when combined with file number(s) \_\_\_\_\_

15. 5YR Allocation: Allocation Type \_\_\_\_\_ Start Year \_\_\_\_\_ 5 YR Amount \_\_\_\_\_ Amount Unit \_\_\_\_\_ Base Acres \_\_\_\_\_ Comment \_\_\_\_\_

16. Place of Use <b>CHK</b> <b>MOD</b> <b>DEL</b> <b>ENT</b>	NE¼				NW¼				SW¼				SE¼				Total	Owner	Chg?	Overlap Files
	PUSE	S	T	R	ID	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼				
<b>ENT 2232</b>																	544	<b>8a</b>	<b>YES</b>	<b>23445-D1, 23445-D2, 23445-D4</b>
<b>DEL 62643</b>																				

Base Acres: **136**    Year:    Minimum Reasonable Quantity:  
 Comments:

Garden City Field Office  
4532 W. Jones, Suite B  
Garden City, KS 67846



Phone: 620-276-2901  
Fax: 620-276-9315  
[www.agriculture.ks.gov](http://www.agriculture.ks.gov)

Mike Beam, Secretary

Laura Kelly, Governor

September 10, 2021

JOHAN P & MARGARITHA LOEWEN  
PO BOX 1098  
SUBLETTE, KS 67877

RE: Field Office Application for Change  
Water Right, File Nos. 23445-D1, 23445-D2, 23445-D3, 23445-D4

Dear Sir:

Enclosed are orders executed by the designee of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, approving applications for change under the above referenced file numbers.

Your attention is directed to the enclosures and to the terms, conditions, and limitations specified in these approvals for change. A condition of this approval is that an acceptable water flow meter must be installed on the diversion works authorized under the referenced file numbers and meet current specifications. Please return the required notification of completion of the diversion works and installation of the required meter as soon as these actions are completed.

Since these orders modify the original documents referred to above, they should be recorded with the Register of Deeds as other instruments affecting real estate.

Should you have any questions, please feel free contact this office. If you would prefer, you could arrange an appointment for additional assistance.

Sincerely,

A handwritten signature in blue ink that reads "Michael A. Meyer".

Michael A. Meyer  
Water Commissioner

MAM  
enclosures

pc:  
GMD3


### CERTIFICATE OF SERVICE

On this 10<sup>th</sup> day of September 2021, I hereby certify that the foregoing Approval of Applications for Change in Place of Use, Water Right, File Nos. 23,445-D1, 23,445-D2, 23,445-D3, and 23,445-D4 dated the 10<sup>th</sup> day of September 2021 was mailed postage prepaid, first class, US mail to the following:

JOHAN P & MARGARITHA LOEWEN  
PO BOX 1098  
SUBLETTE, KS 67877

Pc:

GROUNDWATER MANAGEMENT DISTRICT NO. 3

  
\_\_\_\_\_  
Division of Water Resources Staff

Submit completed application to:  
 Kansas Department of Agriculture  
 Division of Water Resources  
 Field Office for your area.

Call for address:

Topeka -- (785) 296-5733  
 Stafford -- (620) 234-5311  
 Stockton -- (785) 425-6787  
 Garden City -- (620) 276-2901  
<http://agriculture.ks.gov/dwr>

## DWR FIELD OFFICE APPLICATION FOR APPROVAL TO CHANGE THE PLACE OF USE AND/OR THE POINT OF DIVERSION



**STATE OF KANSAS**

**Filing Fee Must Accompany the Application, K.S.A. 82a-708b(b), as amended.**  
 Fee Schedule is on the third page of this application form.

**Paragraph Nos. 1, 2, 3 & 5 must be completed. Complete all other applicable portions.** If change in point of diversion is greater than 100 feet, or if place of use will be changed, include a topographic map or detailed plat showing the authorized and proposed point(s) of diversion and/or place of use.

File No. 23445 D3

**RECEIVED**  
 9:32 Am  
 SEP 01 2021

Garden City Field Office  
 Division of Water Resources

1. Application is hereby made for approval of the Chief Engineer to change the (check one or both):

Place of Use                       Point of Diversion

under the water right which is the subject of this application in accordance with the conditions described below.

The source of supply is:                       Groundwater                       Surface water

2. Name and address of Applicant: Johan & Margarita Coewen

Phone Number: (     )                      Email address: \_\_\_\_\_

Name and address of Water Use Correspondent \_\_\_\_\_

Phone Number: \_\_\_\_\_                      Email address: \_\_\_\_\_

3. The presently authorized place of use is:

Owner of Land ---- NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(If there is more than one landowner, attach supplemental sheets as necessary.)

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					
32	25	33W																	34	34	34	34	136

4. If this application is for a change in place of use, it is proposed that the place of use be changed to:

Owner of Land ---- NAME: Johan Coewen & Margarita Coewen

ADDRESS: \_\_\_\_\_

(If there is more than one landowner, attach supplemental sheets as necessary.)

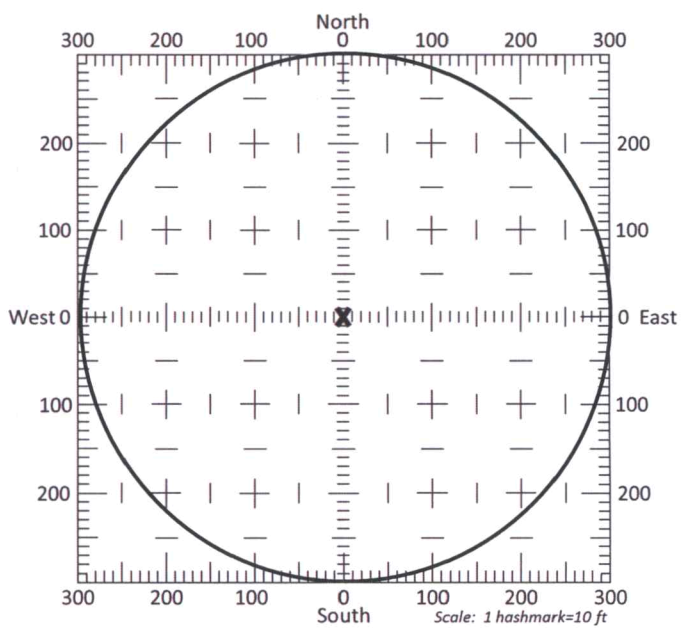
Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES				
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼					
32	25	33W	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	544

**For Office Use Only:** Code \_\_\_\_\_ Fee \$ 200.00 TR # \_\_\_\_\_ Receipt Date 9-1-21 Check # 2639

5. **Presently authorized point of diversion:**  
 One in the NW Quarter of the SE Quarter of the SE Quarter of Section 32, Township 25 South, Range 33 W, in FINNEY County, Kansas, 1297 feet North 1195 feet West of Southeast corner of section. Authorized Rate 850GPM Authorized Quantity 260 AF Depth of well \_\_\_\_\_ (feet)  
**(DWR use only: Computer ID No. 5 GPS \_\_\_\_\_ feet North \_\_\_\_\_ feet West)**  
 This point will not be changed  This point will be changed as follows:  No change, point better described with GPS as follows:  
**Proposed point of diversion: (Complete only if change is requested or if existing point is better described by GPS)**  
 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 \_\_\_\_\_ Proposed well depth (feet) \_\_\_\_\_  
 This point is:  Additional Well  Geo Center List other water rights that will use this point \_\_\_\_\_

6. **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 \_\_\_\_\_ Depth of well \_\_\_\_\_ (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:  No change, point better described with GPS as follows:  
**Proposed point of diversion: (Complete only if change is requested or if existing point is better described by GPS)**  
 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 \_\_\_\_\_ Proposed well depth (feet) \_\_\_\_\_  
 This point is:  Additional Well  Geo Center List other water rights that will use this point \_\_\_\_\_

7. The changes herein are desired for the following reasons?  
 (please be specific) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. If a well, is the test hole log attached?  Yes  No
9. The change(s) (was)(will be) completed by?  
 \_\_\_\_\_
10. If the point of diversion is a well:  
 (a) What are you going to do with the old well?  
 \_\_\_\_\_  
 (b) When will this be done? \_\_\_\_\_
11. Groundwater Management District recommendation attached?  
 Yes  No
12. Assisted by \_\_\_\_\_



13a. If the proposed point of diversion will be relocated more than 300 feet but within 2,640 feet of the existing point of diversion, attach a topographic map or aerial photograph. For groundwater sources, show all wells (including domestic) within one-half mile of the proposed point of diversion and the names and mailing addresses of the owners. For surface water sources, show the names and addresses of the landowner(s) one-half mile downstream and one-half mile upstream from your property lines

13b. If the proposed point of diversion will be relocated within a 300 foot radius of the existing point of diversion, indicate its location on the diagram shown above in relation to the existing point of diversion. The proposed point of diversion must be located within the circle shown above. **(PLEASE NOTE: The "X" in center of diagram above represents the presently authorized point of diversion.)**

14. If the proposed groundwater point of diversion is 300 or fewer feet from the existing point of diversion, complete the following:

- (a) Does the undersigned represent all owners of the currently authorized place(s) of use identified in this application?  
 Yes     No    (If no, all owners must sign this application.)
- (b) Will the ownership interest of any owner of the currently authorized place(s) of use identified in this application be adversely affected if this application is approved as requested?  
 Yes     No    (If yes, all owners must sign this application.)
- (c) If this application is not approved expeditiously, will there be substantial damage to property, public health or safety?  
 Yes     No    (If no, all owners must sign this application.)

If the application proposes a surface water change in point of diversion, a groundwater change in point of diversion greater than 300 feet, or a change in place of use, the application must be signed by all owners of the currently authorized place of use, or their duly authorized agent (attach notarized statement authorizing representation).

I hereby verify, being first duly sworn upon my oath or affirmation and under penalty of perjury, that I am of lawful age and the owner, the spouse of the owner, or a duly authorized agent of the owner(s) to make this application on their behalf, in regards to the water right(s) to which this application pertains. I further verify that the statements contained in this application are true, correct and complete.

Dated at Garden City, Kansas, this 1<sup>st</sup> day of September, 20 21.

[Signature]  
\_\_\_\_\_  
(Owner)

Margaritha Loewen  
\_\_\_\_\_  
(Spouse)

Johan Loewen  
\_\_\_\_\_  
(Please Print)

Margaritha Loewen  
\_\_\_\_\_  
(Please Print)

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

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

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

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

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

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

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

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

State of Kansas }  
County of Finney } SS

I hereby certify that the foregoing application was signed in my presence and sworn to before me this 1<sup>st</sup> day of September, 20 21.



My Commission Expires \_\_\_\_\_

Julie Jones  
\_\_\_\_\_  
Notary Public

**ONLY COMPLETE APPLICATIONS WILL BE PROCESSED.** To be complete, all of the applicable portions of the application form must be completed with accurate information; maps, if necessary, must be included; signatures of all the appropriate owners' must be affixed to the application and notarized; and the appropriate fee must be paid.

**FEE SCHEDULE**

Each application to change the place of use or the point of diversion under this section shall be accompanied by the application fee set forth in the schedule below: Make checks payable to: **Kansas Department of Agriculture**

- (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

**SUMMARY ORDER APPROVING APPLICATION FOR CHANGE AND IMPOSING CONDITIONS**

This Summary Order is issued under authority of K.S.A. 82a-708b, as amended, and K.A.R. 5-5-1, *et seq.* and other applicable provisions of the *Kansas Water Appropriation Law*, K.S.A. 82a-701 *et seq.*, and rules and regulations promulgated thereunder, With the exception of those conditions expressly contained herein, this Summary Order does not change the terms, conditions and limitations of File No. 23,445-03.

1. A change application was received on September 1, 2021 requesting that the place of use and / or point of diversion authorized under the above-referenced file number be changed as described in the application.
2. On and after the effective date of this summary order, the authorized place(s) of use shall be located substantially as shown on the topographic map accompanying the application to change the place of use.  Applicable  Not Applicable
3. The change in point of diversion shall not impair existing rights and shall be limited to the same source or sources of water as previously authorized. The point of diversion authorized by this summary order shall be located within a \_\_\_\_\_ foot radius of the authorized point(s) of diversion.  Applicable  Not Applicable
4. The point(s) of diversion described herein is administratively corrected to be more accurately described using the Global Positioning System (GPS), as described in the application.  Applicable  Not Applicable
5. The point(s) of diversion authorized herein shall not actually be located more than \_\_\_\_\_ feet from the previously authorized point(s) of diversion.  Applicable  Not Applicable
6. As required by K.A.R. 5-3-5d, if the works for diversion is a well with a diversion rate of 100 gallons per minute or more, a tube or other device suitable for making water level measurements shall be installed, operated and maintained in accordance with K.A.R. 5-6-13.  Applicable  Not Applicable
7. The owner of the authorized place(s) of use shall properly install an acceptable water flow meter on or before **December 31, 2021**, or before the first use of water, whichever occurs first. The water flow meter shall be installed, operated and maintained in accordance with K.A.R. 5-1-4 through 5-1-12. As required by K.S.A. 82a-732, as amended, and K.A.R. 5-3-5e, the owner shall maintain records and report the reading of the water flow meter and the total quantity of water diverted annually to the Chief Engineer by March 1 following the end of each calendar year.  
 Applicable  Not Applicable
8. **Installation of the works for diversion of water shall be completed on or before December 31, 2021**, or within any authorized extension of time. By March 1, 2021 the applicant shall notify the Chief Engineer that construction of the works for diversion has been completed, on the form provided by the Chief Engineer, as required by K.A.R. 5-8-4e.  
 Applicable  Not Applicable
9. **The completed well log shall be submitted with the required notice.**  Applicable  Not Applicable
10. All diversion works into which any type of chemical or other foreign substance will be injected into the water shall be equipped with an in-line, automatic, quick-closing check valve capable of preventing pollution of the source of the water supply. The check valve(s) shall be installed, operated and maintained in accordance with K.A.R. 5-3-5c.  Applicable  Not Applicable
11. Additional Conditions are attached.  Yes  No
12. In accordance with K.S.A. 82a-708a, as amended, and K.A.R. 5-5-14, all of the owners of the authorized place(s) of use of water appropriated under the above-referenced file number are responsible for compliance with its terms, conditions and limitations, as amended and/or supplemented by this Summary Order, and with applicable provisions of the *Kansas Water Appropriation Law* and the *Rules and Regulations* promulgated thereunder. Failure to comply with these provisions may result in civil penalties pursuant to K.S.A. 82a-737, as amended, and/or the suspension or revocation and dismissal of the water or appropriation right or any other enforcement actions authorized by law.

**Administrative Appeal and Effective Date of Order**

If you are aggrieved by this order, pursuant to K.S.A. 82a-1901, you may request an evidentiary hearing before the Chief Engineer or request administrative review by the Secretary of Agriculture. A request for hearing by the Chief Engineer must be filed within **15 days** of service of this Order and a request for administrative review by the Secretary must be filed within **30 days** pursuant to K.S.A. 77-531. Any request for administrative review must state a basis for review pursuant to K.S.A. 77-527. File any request with **Kansas Department of Agriculture, Legal Division, 1320 Research Park Drive, Manhattan, KS 66502**. Failure to timely request a hearing or review may preclude review under the Kansas Judicial Review Act.

*For Use by Register of Deeds*

FOR OFFICE USE ONLY  
**APPLICATION APPROVED AND SUMMARY ORDER ISSUED**

By: Michael A. Meyer  
Duly Authorized Designer of the Chief Engineer

(Print Name): MICHAEL A. MEYER  
Division of Water Resources - Kansas Department of Agriculture

Date of Issuance: September 10, 2021

State of Kansas )  
) SS  
County of Linney )

Acknowledged before me on September 10, 2021  
by Michael A. Meyer

Signature: Julie Jones  
Notary Public

My commission expires: \_\_\_\_\_  
JULIE JONES  
My Appointment Expires  
December 15, 2022

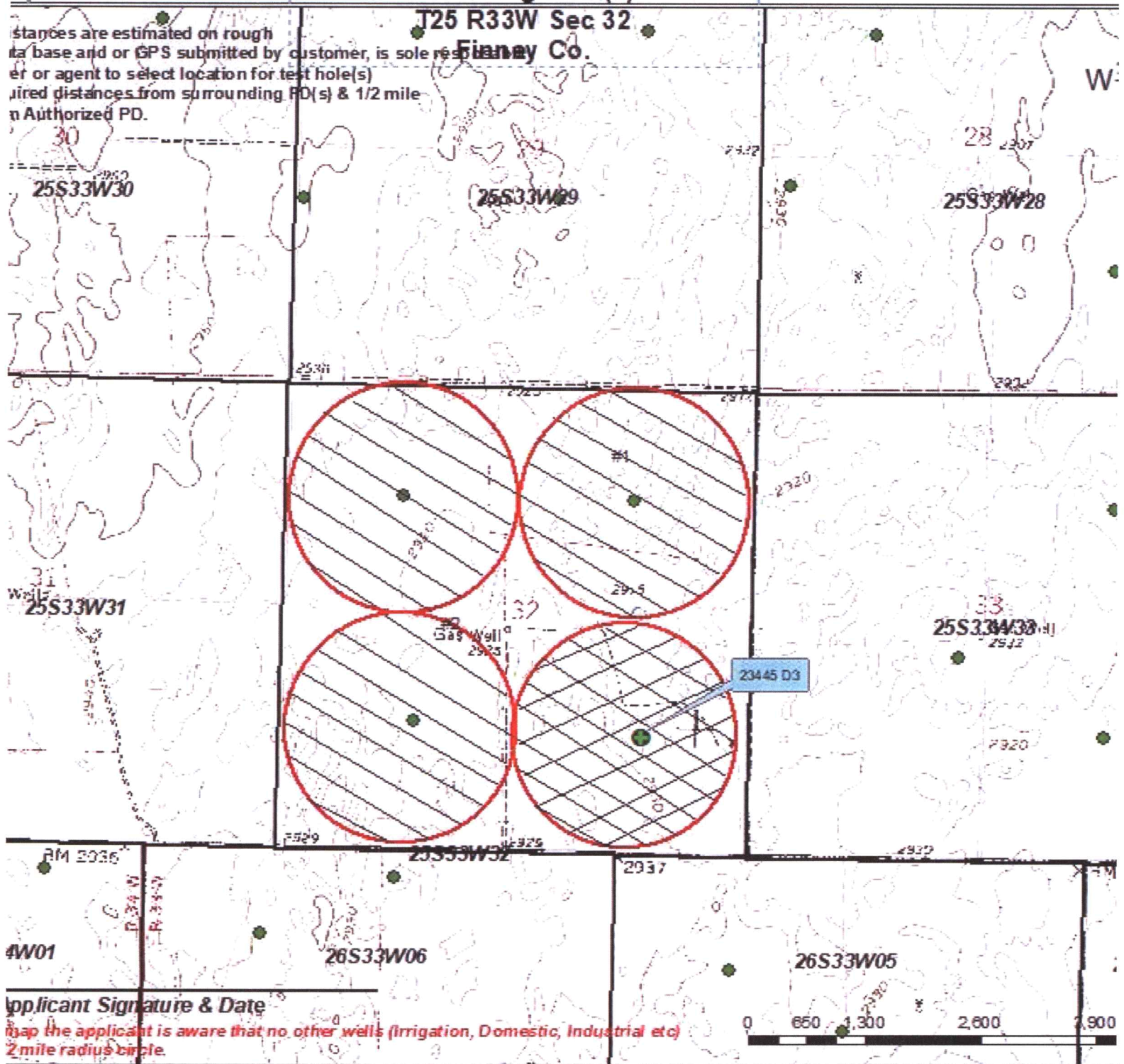




**Place of Use Change WR(s) 23445 D3**

Distances are estimated on rough  
 topographic base and/or GPS submitted by customer, is sole responsibility of  
 applicant or agent to select location for test hole(s)  
 Distances from surrounding PD(s) & 1/2 mile  
 radius Authorized PD.

**T25 R33W Sec 32**  
**Finney Co.**



**Applicant Signature & Date**

**Map the applicant is aware that no other wells (Irrigation, Domestic, Industrial etc) within 2 mile radius circle.**

- Authorized PD
- Requested PD
- Point of Diversion
- 1/2 Mile Radius
- Water Right w/in 1/2 mile
- Domestic well w/in 1/2 mile
- Authorized PU
- Requested PD

**Water Right w /in 1/2 mile & Owner(if apply)**

- #1 Water Right No
- #2 Water Right No

**Domestic well w /in 1/2 mile & Owner (i**

- + A- Domestic well



*First American Title Company*

## Electronically Recorded Document

**File #**

1591856

The attached document was recorded on your behalf by First American Title Company via our electronic recording process.

Thank you for allowing First American Title Company to record your documents.

**Recorded Date/Time:** 07/23/2021 1:18:00 PM

**Instrument Number:** 00003500000354

**Book:**

**Page:**

**No Of Pages:** 1

**County/State:** Finney/KS

**Borrower/Buyer :** Johan Loewen

**Document Type:** Deed

**Document Seq:** 1

RECEIVED

SEP 01 2021

Garden City Field Office  
Division of Water Resources

**Do not detach. This page is now a permanent part of this document.**

Filed By  
Filed American Title  
417 N. 8th  
Garden City, KS 67846  
620-278-7441

**TRUSTEE'S DEED**

THIS INDENTURE made this 23rd day of July, 2021, by and between **LARRY W. VOTH and LINDA JOYCE (CINDY) VOTH**, as Trustees of the **LARRY W. AND LINDA JOYCE (CINDY) VOTH TRUST**, under agreement dated **March 22, 2018**, as GRANTOR, and

**JOHAN LOEWEN and MARGARITHA LOEWEN**

as GRANTEE;

GRANTOR, by virtue of the terms and provisions of said trust agreement, on consideration of the sum of \$10 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee all of the following described real property in Finney County, Kansas:

All of Section 32, Township 25 South, Range 33 West of the 6th P.M., **LESS AND EXCEPT** all oil, gas, and other minerals in and under such real estate

GRANTOR covenants that the trust remains in full force and effect at this time, and the trustee has authorization without limitation to sell and convey all of the above described real estate.

DATED: 7-23, 2021

**LARRY W. AND LINDA JOYCE (CINDY) VOTH TRUST**, under agreement dated **March 22, 2018**

By: Larry W. Voth  
Larry W. Voth, Trustee

By: Linda Joyce (Cindy) Voth  
Linda Joyce (Cindy) Voth, Trustee

STATE OF KANSAS )  
COUNTY OF Finney)

**BE IT REMEMBERED**, the foregoing instrument was acknowledged before me this 23 day of July, 2021, by **Larry W. Voth and Linda Joyce (Cindy) Voth**, as Trustees of the **Larry W. and Linda Joyce (Cindy) Voth Trust** dated **March 22, 2018**, on behalf of the Trust.

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

KYLER G. KNOBBE  
P.O. BOX 937  
CIMARRON, KANSAS 67835  
(620) 855-3100  
knobbe@ucom.net

ANN MCDOWELL  
Notary Public, State of Kansas  
My Appointment Expires  
8-29-24  
My Term Expires:

Ann McDowell  
Notary Public



*Joyce*



CORI SMITH  
REGISTER OF DEEDS - FINNEY COUNTY KANSAS  
Book: 350 Page: 354

Receipt #: 169385  
Pages Recorded: 1 of 1

Recording Fee: \$21.00

Date Recorded: 7/23/2021 1:17:52 PM  
[ELECTRONICALLY FILED]

Filed By  
First American Title  
417 N. 8th  
Garden City, KS 67846  
620-278-7441

**TRUSTEE'S DEED**

THIS INDENTURE made this 23rd day of July, 2021, by and between LARRY W. VOTH and LINDA JOYCE (CINDY) VOTH, as Trustees of the LARRY W. AND LINDA JOYCE (CINDY) VOTH TRUST, under agreement dated March 22, 2018, as GRANTOR, and

JOHAN LOEWEN and MARGARITHA LOEWEN

as GRANTEE;

GRANTOR, by virtue of the terms and provisions of said trust agreement, on consideration of the sum of \$10 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee all of the following described real property in Finney County, Kansas:

All of Section 32, Township 25 South, Range 33 West of the 6th P.M., LESS AND EXCEPT all oil, gas, and other minerals in and under such real estate

GRANTOR covenants that the trust remains in full force and effect at this time, and the trustee has authorization without limitation to sell and convey all of the above described real estate.

DATED: 7-23, 2021

LARRY W. AND LINDA JOYCE (CINDY)  
VOTH TRUST, under agreement dated  
March 22, 2018

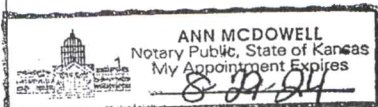
By: Larry W. Voth  
Larry W. Voth, Trustee

By: Linda Joyce (Cindy) Voth  
Linda Joyce (Cindy) Voth, Trustee

STATE OF KANSAS )  
COUNTY OF Finney )

BE IT REMEMBERED, the foregoing instrument was acknowledged before me this 23 day of July, 2021, by Larry W. Voth and Linda Joyce (Cindy) Voth, as Trustees of the Larry W. and Linda Joyce (Cindy) Voth Trust dated March 22, 2018, on behalf of the Trust.

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



My Term Expires: \_\_\_\_\_

Ann McDowell  
Notary Public

**KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE**

<b>FOR COUNTY USE ONLY:</b>		COV#	CO. NO.	MAP	SEC	SHEET	QTR.	BLOCK	PARCEL	OWN	
DEED BOOK _____	PAGE _____										
RECORDING DATE ____/____/____	TYPE OF INSTRUMENT CR _____ RA _____ DE _____	SPLIT <input type="checkbox"/>	MO	YR	TY	AMOUNT	S	V			
		MULTI <input type="checkbox"/>									

SELLER (Grantor) NAME Larry W. and Linda Joyce (Cindy) Voth Tr  
 MAILING 2230 E. Lear Rd.  
 CITY/ST/ZIP Garden City, KS 67846  
 PHONE NO. (620) 292-2026  
 email (optional) \_\_\_\_\_

BUYER (Grantee) NAME Johan and Margaritha Loewen  
 MAILING Box 1098  
 CITY/ST/ZIP Sublette KS 67877  
 PHONE NO. (620) 675 8538  
 email (optional) \_\_\_\_\_

**IF AN AGENT SIGNS THIS FORM, BOTH BUYER AND SELLER TELEPHONE NUMBERS MUST BE ENTERED.**

BRIEF LEGAL DESCRIPTION  
All of 32-25-33

Property / Situs Address: \_\_\_\_\_  
 Name and Mailing Address for Tax Statements  
See Above

1. Check any special factors that apply:
- Sale between immediate family members: Specify the relationship \_\_\_\_\_
  - Sale involved corporate affiliates or related entities
  - Auction sale (absolute auction  Yes  No)
  - Short sale (amount of lien(s) exceeds sale proceeds)
  - Transfer in lieu of foreclosure or repossession
  - Sale involved a build-to-suit or leaseback arrangement
  - Sale by judicial order (by a guardian, executor, conservator, administrator, or trustee of an estate)
  - Sale involved a government agency or public utility
  - Buyer (new owner) is a religious, charitable, or benevolent organization, school or educational association
  - Buyer (new owner) is a financial institution, insurance company, pension fund, or mortgage corporation
  - Sale of only a partial interest in the real estate
  - Sale involved a trade or exchange of properties
  - None of the above**

2. Check use of property at the time of sale:
- Single family residence
  - Agricultural land
  - Farm/Ranch with residence
  - Mineral rights included?  Yes  No
  - Condominium unit
  - Apartment building
  - Vacant land
  - Commercial/Industrial bldg.
  - Other: (Specify) \_\_\_\_\_

3. Was the property rented or leased at the time of sale?
- Yes (number of years remaining on lease \_\_\_\_\_)
  - Tenant is buyer
  - No

4. Did the sale price include an operating business?
- Yes (estimated value \$ \_\_\_\_\_)
  - No

5. Was any personal property included in the sale price (such as furniture, equipment, inventory, machinery, crops, etc.)?
- Yes
  - No If yes, please describe \_\_\_\_\_

Estimated value of all personal property items included in the sale price \$ \_\_\_\_\_  
 If **Mobile Home**: Year \_\_\_\_ Model \_\_\_\_\_

6. Were any changes made to the property since January 1<sup>st</sup>?
- Yes  No
  - Demolition  New construction  Remodeling  Additions
  - Date completed \_\_\_\_\_ Amount \$ \_\_\_\_\_
7. Were any **delinquent** property taxes paid by the buyer? Amt. \$ \_\_\_\_\_
- Yes **AND** the amount was included in the total sale price
  - Yes but the amount was **not** included in the total sale price
  - No delinquent property taxes were included in the sale
8. Method of financing (check all that apply):
- New loan(s) from a financial institution
  - IRS 1031 Exchange
  - Seller financing
  - Assumption of an existing loan(s)
  - All cash
  - Trade of property
  - Not applicable
9. Was the property offered to other potential buyers?
- Yes: Advertised (listed, Internet, yard sign, word-of-mouth, etc.)
  - No: Private purchase (not offered on the open market)
10. Does the buyer hold title to any adjoining property?
- Yes
  - No
11. Are there any additional facts that would cause this sale to be a distressed, forced, or non-arms length exchange?
- Yes
  - No If yes, please describe \_\_\_\_\_

**K.S.A. 79-1437g. Same; penalty for violations. Any person who shall falsify the value of real estate transferred shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$500.**

12. TOTAL SALE PRICE \$ 1,650,000

DEED DATE 7.23.21

13. I have read the instructions for completing this form and certify that the above information is true and accurate.

Print name Larry W. Voth, Trustee

Signature [Handwritten Signature]

- Grantor (Seller)
- Grantee (Buyer)
- Agent Daytime phone number (\_\_\_\_)

**INSTRUCTIONS FOR COMPLETING THE SALES VALIDATION QUESTIONNAIRE**  
**One Part Form**

- ITEM 1** Please check all boxes which pertain to the sale.
- ITEM 2** Check the box which describes the current or most recent use of the property at the time of sale. Check all boxes which are applicable if the property has multiple uses.
- ITEM 3** Check yes if the buyer assumed any long term lease(s) (more than 3 years remaining) at the time of sale. Enter the years remaining if known. Check the box if a tenant (renter or lessee) purchased the property.
- ITEM 4** Check yes if the purchase price included an operating business that may include intangible personal property such as a franchise, trade license, patent, trademark, stocks, bonds, and/or goodwill. Estimate the value of the intangibles if this was part of the purchase agreement and included in the total sale price.
- ITEM 5** Check yes if any tangible items of property were included in the sale price. If possible, provide a brief description and your estimate of all personal property included in the total sale price.
- ITEM 6** Check yes if the property characteristics changed after January 1<sup>st</sup> of the sale year. Indicate what type of major change(s) (such as demolition, new construction, remodeling, rehabilitation) took place by marking the appropriate box. Indicate the approximate date the changes took place and the approximate cost.
- ITEM 7** If buyer paid delinquent taxes on this sale please indicate the dollar amount. Check the appropriate Yes box to indicate whether or not the amount paid by the buyer was included in the sale price. Check No if there were no delinquent property taxes paid by the buyer. Do not include the estimated real estate taxes prorated for the year the property sold which is typically included as part of the escrow closing cost.
- ITEM 8** Check the predominate method of financing used to acquire the property. Check "Not Applicable" if money did not exchange hands.
- ITEM 9** Check yes if the property was advertised on the open market, listed with a real estate agent or broker, displayed a for sale sign, advertised in a newspaper or other publication, listed on the internet, and/or offered by word of mouth. A private sale is an exchange that was not made available to the general public or the property was not exposed on the open market.
- ITEM 10** Check yes if the buyer owns or controls the property adjoining or adjacent to the property being purchased.
- ITEM 11** Provide a brief explanation if either the buyer or seller did not act prudently, was not fully informed about the property, did not have knowledge of the local market, was poorly advised, did not use good judgment in the negotiations, was acting under duress, or was compelled to sell or buy the property out of necessity.
- ITEM 12** Provide the total sale price and date of sale. The date should be the date that either the deed or the contract for deed was signed, not the date the deed was recorded.
- ITEM 13** Please sign the questionnaire and list a daytime phone number. The county appraiser may need to make a follow up phone call to clarify unusual terms or conditions.

**TRANSFERS OF TITLE THAT DO NOT REQUIRE A SALES VALIDATION QUESTIONNAIRE:**

- (1) Recorded prior to the effective date of this act, i.e., July 1, 1991;
  - (2) made solely for the purpose of securing or releasing security for a debt or other obligation;
  - (3) made for the purpose of confirming, correcting, modifying or supplementing a deed previously recorded, and without additional consideration;
  - (4) by way of gift, donation or contribution stated in the deed or other instruments;
  - (5) to cemetery lots;
  - (6) by leases and transfers of severed mineral interests;
  - (7) to or from a trust, and without consideration;
  - (8) resulting from a divorce settlement where one party transfers interest in property to the other;
  - (9) made solely for the purpose of creating a joint tenancy or tenancy in common;
  - (10) by way of a sheriff's deed;
  - (11) by way of a deed which has been in escrow for longer than five years;
  - (12) by way of a quit claim deed filed for the purpose of clearing title encumbrances;
  - (13) when title is transferred to convey right-of-way or pursuant to eminent domain;
  - (14) made by a guardian, executor, administrator, conservator or trustee of an estate pursuant to judicial order;
  - (15) when title is transferred due to repossession; or
  - (16) made for the purpose of releasing an equitable lien on a previously recorded affidavit of equitable interest, and without additional consideration.
- (b) **When a real estate sales validation questionnaire is not required due to one or more of the exemptions provided in 1-16 above, the exemption shall be clearly stated on the document being filed.**

If you have any questions or need assistance completing this form, please call the county appraiser's office.



*First American Title Company*

## Electronically Recorded Document

**File #**

1591856

The attached document was recorded on your behalf by First American Title Company via our electronic recording process.

Thank you for allowing First American Title Company to record your documents.

**Recorded Date/Time:** 07/23/2021 1:18:00 PM

**Instrument Number:** 00003500000355

**Book:**

**Page:**

**No Of Pages:** 1

**County/State:** Finney/KS

**Borrower/Buyer :** Johan Loewen

**Document Type:** Affidavit

**Document Seq:** 2

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Garden City Field Office  
Division of Water Resources

**Do not detach. This page is now a permanent part of this document.**

Filed By  
First American Title  
417 N. 8th  
Garden City, KS 67846  
620-275-7441

INCUMBENCY AFFIDAVIT

STATE OF KANSAS )

COUNTY OF Finney )

ss:

I, **Larry W. Voth**, being first duly sworn on my oath, state of my own personal knowledge:

1. I am one of the Trustees under a trust dated March 22, 2018, and any amendments thereto, to which the following described real estate in Finney County, Kansas:

All of Section 32, Township 25 South, Range 33 West of the 6th P.M., **LESS AND EXCEPT** all oil, gas, and other minerals in and under such real estate.

was conveyed by deed to the **Larry W. and Linda Joyce (Cindy) Voth Trust** pursuant to a deed recorded April 2, 2018 in the office of the Register of Deeds of Finney County, Kansas, at Book 333, Page 640.

2. Said trust is a revocable trust.

3. Larry W. Voth and Linda Joyce (Cindy) Voth are the presently existing Trustees under the trust and any amendments thereto; they are authorized to execute a Trustee's deed conveying real estate from the trust to purchasers without any qualification whatsoever; and any one Trustee acting under the trust, whether as sole Trustee or Co-Trustee, has the complete power and authority to act on behalf of and bind the trust estate.

4. The trust is still in existence and Larry W. Voth and Linda Joyce (Cindy) Voth, as Trustees, are authorized to transfer the interests in the above described real estate.

5. The original Settlers of the trust were Larry W. Voth and Linda Joyce (Cindy) Voth, husband and wife. Both are still living, and they are the same persons who conveyed the above described real estate to the trust.

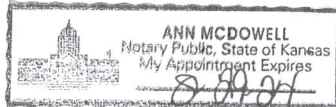
**AFFIANT FURTHER SAYETH NAUGHT.**

*Larry W. Voth*  
Larry W. Voth

*July*, 2021 by Larry W. Voth. SUBSCRIBED AND SWORN TO BEFORE ME this *8<sup>th</sup>* day of

*Ann McDowell*  
Notary Public

My Term Expires: \_\_\_\_\_



KYLER G. KNOBBE  
P.O. BOX 937  
CIMARRON, KANSAS 67835  
(620) 855-3100  
knobbe@ucom.net





CORI SMITH  
 REGISTER OF DEEDS - FINNEY COUNTY KANSAS  
 Book: 350 Page: 355

Receipt #: 169385 Recording Fee: \$21.00  
 Pages Recorded: 1 of 1

Date Recorded: 7/23/2021 1:17:58 PM  
 [ELECTRONICALLY FILED]

*[Handwritten initials]*

Filed By  
 First American Title  
 417 N. 8th  
 Garden City, KS 67846  
 620-275-7441

**INCUMBENCY AFFIDAVIT**

STATE OF KANSAS )  
 )  
 COUNTY OF Finney ) ss:

I, **Larry W. Voth**, being first duly sworn on my oath, state of my own personal knowledge:

1. I am one of the Trustees under a trust dated March 22, 2018, and any amendments thereto, to which the following described real estate in Finney County, Kansas:

All of Section 32, Township 25 South, Range 33 West of the 6th P.M., **LESS AND EXCEPT** all oil, gas, and other minerals in and under such real estate.

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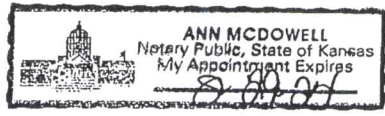
**AFFIANT FURTHER SAYETH NAUGHT.**

*[Signature of Larry W. Voth]*  
 Larry W. Voth

SUBSCRIBED AND SWORN TO BEFORE ME this 23rd day of July, 2021 by Larry W. Voth.

*[Signature of Ann McDowell]*  
 Notary Public

My Term Expires: \_\_\_\_\_





# Owner's Policy

## Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**50039920-OP 1591856**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

**(Covered Risks Continued on Page 2)**

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

(This Policy is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**

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Garden City Field Office  
Division of Water Resources

### COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

**CONDITIONS (Continued)**

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**CONDITIONS (Continued)**

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the

Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: .**



# Schedule A

## Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**OP 1591856**

Name and Address of Title Insurance Company:

**FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707**

File No.: 1591856

Address Reference: 32-25-33, Garden City, KS 67846

Amount of Insurance: \$1,650,000.00

Date of Policy: July 23, 2021 at 1:17 p.m.

1. Name of Insured:

Johan Loewen and Margaritha Loewen

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Johan Loewen and Margaritha Loewen

4. The Land referred to in this policy is described as follows:

All of Section Thirty-two (32), Township Twenty-five (25) South, Range Thirty-three (33) West of the 6th P.M., in Finney County, Kansas. Except all oil, gas and/or minerals.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



## Schedule B

### Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**OP 1591856**

File No.: 1591856

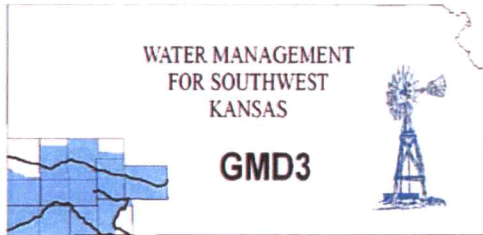
#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
5. Taxes or special assessments, if any, not shown as existing liens by the Public Records.
6. General taxes and special assessments for year 2021 and subsequent years, not now delinquent.
7. An easement for Northern Natural Gas in the document recorded as Book OG 20, page 459, Book Og 20, page 460, Book OG 20, Page 489 of Official Records.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
9. Water Certificate set forth in Book 73, page 504
10. An easement for Finney County Board of County Commissioners in the document recorded as Book 85, Pages 21-24 of Official Records.
11. An easement for Oxy USA Inc. in the document recorded as Book 258, page 457 of Official Records.



12. A Mortgage to secure an indebtedness in the original principal amount of  
\$1,848,933.10 recorded July 23, 2021 as Document No. Book 350, Page 356 of Official Records.  
Dated: July 21, 2021  
Mortgagor: Johan Loewen-Penner Margaritha Klassen Driedger Loewen  
Mortgagee: The Western State Bank



**Southwest Kansas**  
**Groundwater Management District No. 3**  
2009 E. Spruce Street  
Garden City, Kansas 67846  
(620) 275-7147 phone (620) 275-1431 fax  
www.gmd3.org

September 3, 2021

Michael A. Meyer  
Division of Water Resources  
4532 W Jones Ave., Suite B  
Garden City, Kansas 67846

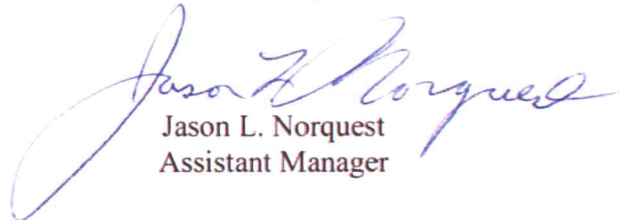
RE: Applications for Change in Place of Use  
Water Right, File Nos. 23445-D1, 23445-D2, 23445-D3 & 23445-D4

Dear Mike:

We have reviewed the applications for the above referenced water rights. The proposal is not in conflict with the Management Program of the Southwest Kansas Groundwater Management District No. 3 (GMD3). The proposed change in place of use will make a complete overlap in place of use with no new acres being proposed, which is in accordance with K.A.R. 5-5-11(b). It is therefore recommended that the applications be approved at this time.

Thank you for the opportunity to review the applications and to provide a recommendation. If you have any questions, please don't hesitate to contact us.

Sincerely,



Jason L. Norquest  
Assistant Manager

RECEIVED

SEP 07 2021

Garden City Field Office  
Division of Water Resources

## GMD3 Change Review

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File No(s): 23445 D1, D2, D3 & D4.

DWR office: GC.

App filed to change: PI.

Is Landowner(s) correct in WRIS: Juhan & Margarrtha Loewen .

If NO, is documentation included?

Is Water Use Correspondent correct in WRIS? \_\_\_.

If NO, is documentation included?

Regulation(s) Reviewed: KAR 5-5-11(b)

Point of diversion ID No(s) \_\_\_ being changed.

	ft. North	ft. West
Authorized PD		
Proposed PD		
Difference	0	0
a2 + b2 = c2	0	0
		0

GPS for proposed PD: Lat: \_\_\_ Long: \_\_\_.

Is proposed PD stacking on existing WRs? No Change to any PD.

Is Proposed PU overlapping existing WRs? Make a complete overlap on all WRs.

Neighboring certified well(s) notified: \_\_\_.

Name \_\_\_.

Address \_\_\_.

Zip \_\_\_.

Email: \_\_\_. Phone: \_\_\_.

Domestic well(s) notified: \_\_\_.

Name \_\_\_.

Address \_\_\_.

Zip \_\_\_.

Base Acres: \_\_\_.

Perfected Acres: \_\_\_.

Irr. Return-Flow \_\_\_%

**Current authorization 23445**

**D1: 260AF @ 970gpm, 136 acres NE 32-25-33**

**D2: 260AF @ 980gpm, 136 acres NW 32**

**D3: 260AF @ 850gpm, 136 acres SE 32**

**D4: 260AF @ 845gpm, 136 acres SW 32**

**Application to overlap for a total of 544acres in 32-25-33.**

Is a waiver needed: Proposal to make a complete overlap in acres, no new acres brought in.

Recommendation: After review of all available information, it appears current area rules are met. Staff therefore recommends approval of the applications.



Garden City Field Office  
4532 W. Jones, Suite B  
Garden City, KS 67846



Phone: 620-276-2901  
Fax: 620-276-9315  
www.agriculture.ks.gov

Mike Beam, Secretary

Laura Kelly, Governor

September 1, 2021

SOUTHWEST KANSAS GROUNDWATER  
MANAGEMENT DISTRICT NO. 3  
2009 E SPRUCE ST  
GARDEN CITY KS 67846

Re: Request for Recommendation  
Water Right, File Nos. 23445-D1, 23445-D2, 23445-D3, 23445-D4

Dear Mr. Norquest:

This is to advise you that Johan Loewen and Margaritha Loewen, have filed applications for approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, to change the place of use.

We are delaying action on the change application to allow you time to review and provide a recommendation. Please submit a recommendation within 15 days from the date of this letter.

Thank you and as always feel free to contact this office at any time.

Sincerely,

A handwritten signature in blue ink that reads "Michael A. Meyer".

Michael A. Meyer  
Water Commissioner

MAM  
Enclosures