

# 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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11:38

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File No. 29,614 (IRR)

2. Name of applicant: Midwest Feeders, Inc.

Address: 05013 13 Road

City, State and Zip: Ingalls, KS 67853

Phone Number: (620) 335-5790

E-mail address: jeff@midwest-feeders.com

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

Name of water use correspondent: Same as applicant

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

3. The change(s) proposed herein are desired for the following reasons (please be specific): Changes will create a complete overlap in place of use with all other stock water rights, which includes the expanded place of use. Additionally, the changes will provide additional stockwater for the expansion.

NOTE: Midwest Feeders, Inc. will also be filing changes in place of use on File Nos. 4,887; 10,639; 10,999; 22,121; 22,122; 32,786; and 32,787.

The change(s) (will be) completed upon approval

(Date)

**For Office Use Only:**

F.O. 4 GMD 3 Meets K.A.R. 5-5-1 (YES) (NO) Use IRR Source (G) S County GY By \_\_\_\_\_ Date \_\_\_\_\_  
Code C-2 Fee \$ 500 TR # \_\_\_\_\_ Receipt Date 8-25-21 Check # 294296

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4. The presently authorized place of use is:

Owner of Land — NAME: Midwest Feeders, Inc.

ADDRESS: 05013 13 Road, Ingalls, KS 67853

Irrigation			NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
Sec.	Twp.	Range	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
19	24S	28W														29	30	30	89
25	24S	29W									40	40	40	40	40	30.5	40	40	310.5

List any other water rights that cover this place of use. 10,639; 22,121; and 22,122

Owner of Land — NAME: \_\_\_\_\_

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

			NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
Sec.	Twp.	Range	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.)

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

Owner of Land NAME: Midwest Feeders, Inc.

ADDRESS: 05013 13 Road, Ingalls, KS 67853

Irrigation			NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
Sec.	Twp.	Range	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
19	24S	28W														29	30	30	89
25	24S	29W									40	40	40	40	40	30.5	40	40	310.5

List any other water rights that cover this place of use. 10,639; 22,121; and 22,122

Owner of Land — NAME: Midwest Feeders, Inc.

ADDRESS: 05013 13 Road, Ingalls, KS 67853

Stockwater			NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
Sec.	Twp.	Range	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
			Stockwatering use at Midwest Feeders, Inc. located in Sections 24 and 25 in Township 24 South, Range 29 West, and Section 19 and the South ½ of Section 18 in Township 24 South, Range 28 West in Gray County, Kansas.																

List any other water rights that cover this place of use. 4,887; 10,639; 10,999; 22,121; 22,122; 32,786; 32,787

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

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- 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) No Change  
(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 SW Quarter of Section 25, Township 24 South, Range 29 (W), in GRAY County, Kansas, 170 feet North 4030 feet West of Southeast corner of section.  
 Authorized Rate 300 gpm Authorized Quantity 109 AF  
 (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 SW Quarter of Section 25, Township 24 South, Range 29 (W), in GRAY County, Kansas, 170 feet North 4030 feet West of Southeast corner of section.  
 Proposed Rate 300 gpm Proposed Quantity 97.337 AF  
 This point is:  Additional Well  Geo Center List other water rights that will use this point \_\_\_\_\_

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 \_\_\_\_\_

- 11. Describe the current condition of and future plans for any point(s) of diversion which will no longer be used, N/A

**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 Irrigation and Stockwatering purposes.
13. If changing the place of use and/or use made of water, describe how the consumptive use will not be increased.  
Change applications will ensure no increase in consumptive use by complying with the provisions of K.A.R. 5-5-9. Please refer to the enclosed calculations and related documentation for more detailed information. In the event this water right is no longer necessary for stock use, the owner requests the ability to revert to the full irrigation quantity.  
(Please show any calculations here.)
14. It is requested that the maximum annual quantity of water be reduced to 97.337 AF (acre-feet or million gallons).
15. It is requested that the maximum rate of diversion of water be reduced to 300 gallons per minute (0.668 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.

NO CHANGE IN WELL LOCATION OR LOCAL SOURCE OF SUPPLY WATER.

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.

N/A

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

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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 Ingalls, Kansas, this 20th day of August, 2021.

[Signature]  
(Owner)  
Jeff Sternberger  
(Please Print)

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

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

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

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

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

State of Kansas )  
County of Gray ) SS



I hereby certify that the foregoing application was signed in my presence and sworn to before me this 20 day of August, 2021.

Angela L. Crone  
Notary Public

My Commission Expires 02/25/2025

**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.



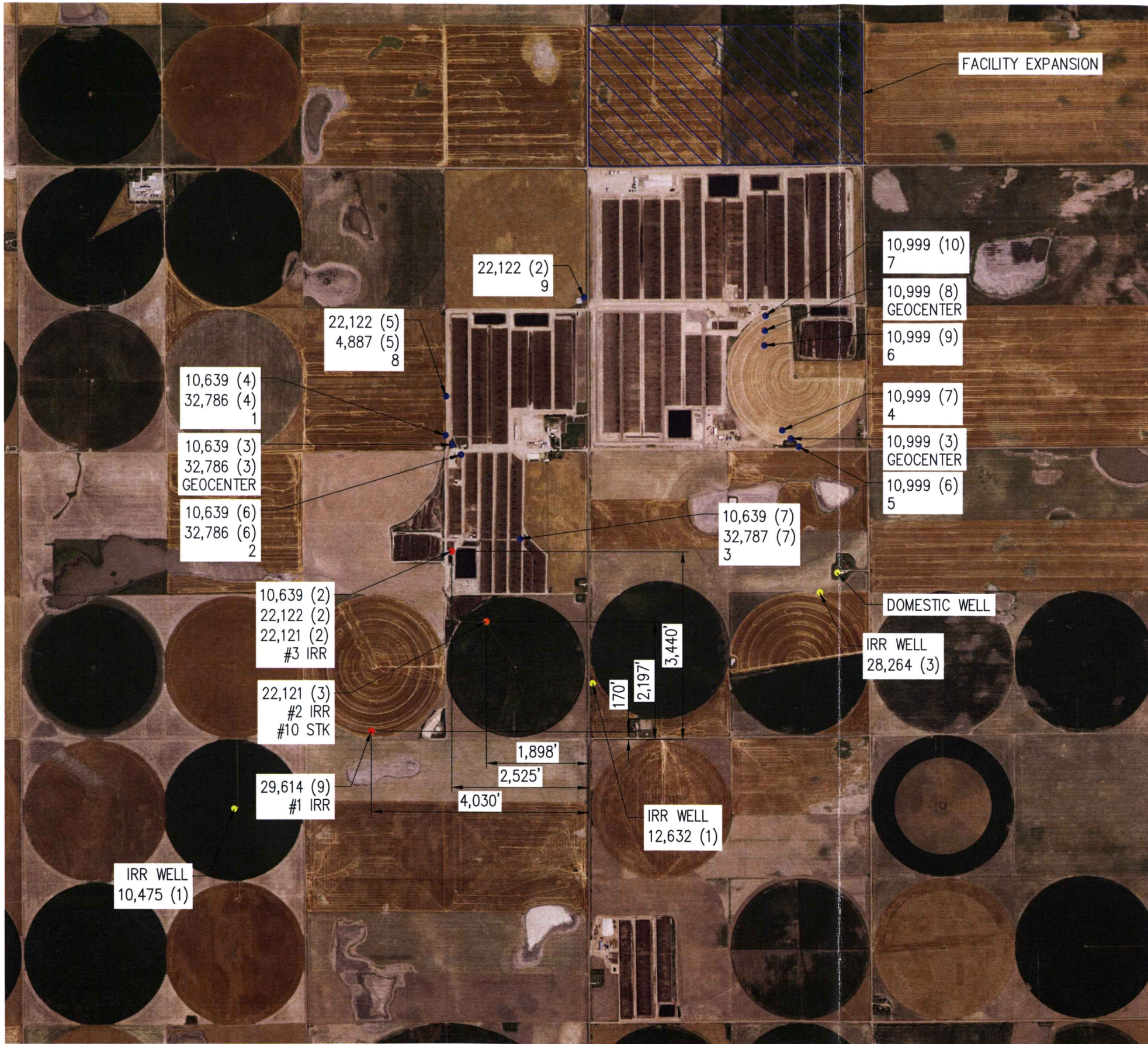
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**PORTION 1B**  
**CHANGE APPLICATIONS**  
**FILE Nos. 10,639; 22,121; 22,122; & 29,614**



WATER RESOURCES  
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Water Right Applications

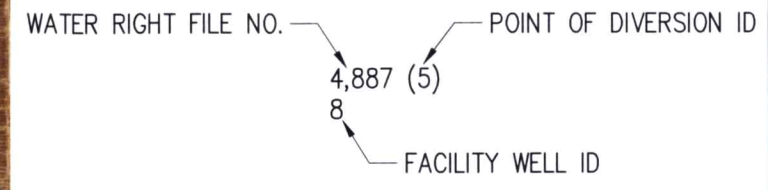
SCANNED



**LEGEND**

- POINT OF DIVERSION (IRR)
- POINT OF DIVERSION (STK)
- POINT OF DIVERSION (STK & IRR)
- NEIGHBORING WELL

1,990' DISTANCE FROM SE SECTION CORNER



T24S



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**WELL LOCATION MAP**

R29W | R28W

DRAWN	CSG	DATE	08/21
CHECKED	KLS	DATE	08/21
APPROVED		DATE	

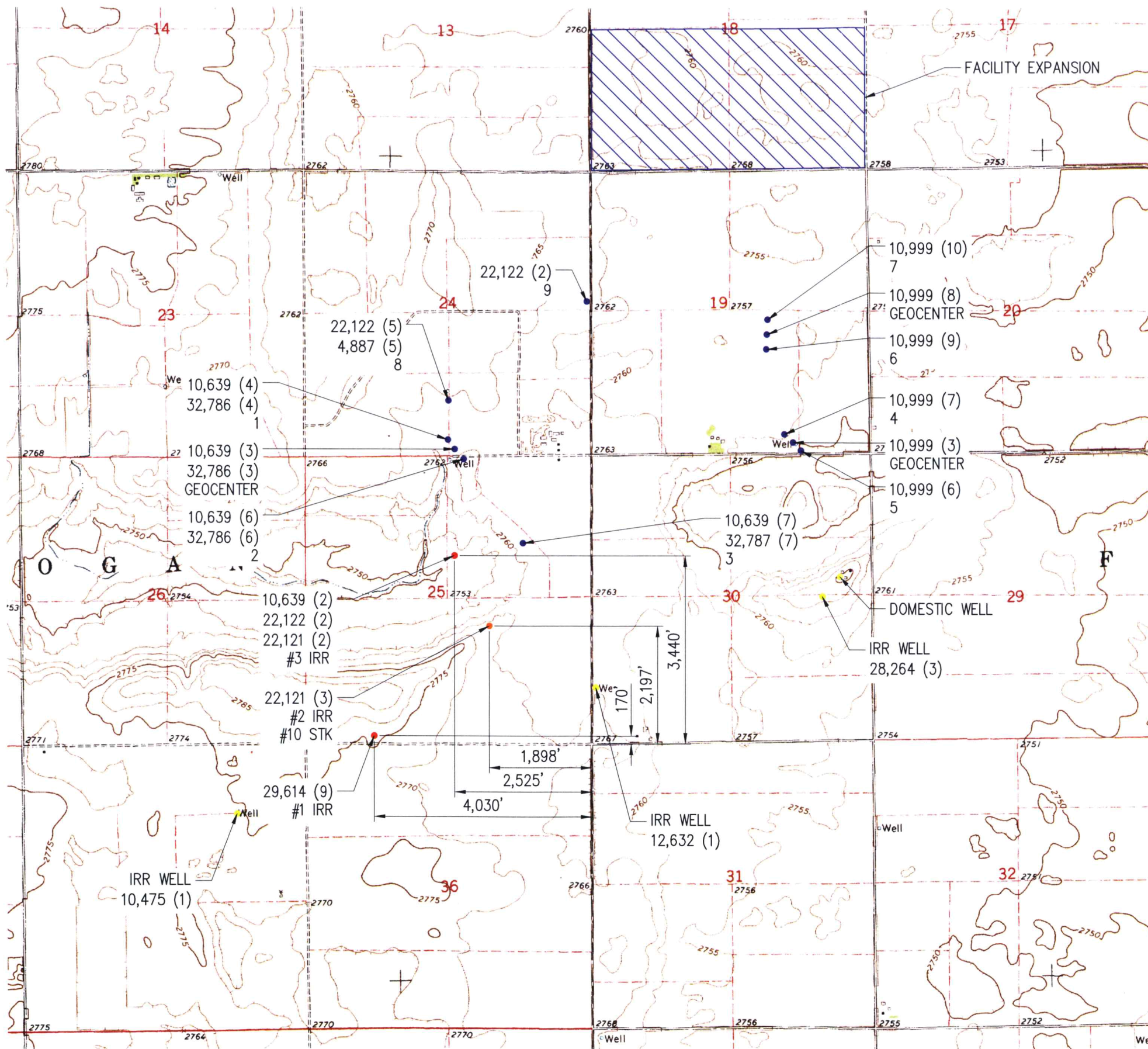
**MIDWEST FEEDERS, INC.**  
 WATER RIGHTS  
 SECTIONS 18 & 19 T24S R28W & SECTIONS 24 & 25 T24S R29W  
 GRAY COUNTY, KANSAS

1700 E. IRON  
 SALINA, KANSAS 67401  
 (785) 823-0097  
 1303 YUCCA STREET  
 SCOTT CITY, KANSAS 67871  
 (620) 872-2300



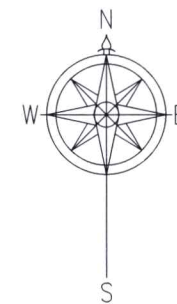
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 WATER RIGHTS.dwg





**LEGEND**

- POINT OF DIVERSION (IRR)
- POINT OF DIVERSION (STK)
- POINT OF DIVERSION (STK & IRR)
- NEIGHBORING WELL
- 1,990' DISTANCE FROM SE SECTION CORNER
- WATER RIGHT FILE NO. → POINT OF DIVERSION ID
- 8 → FACILITY WELL ID



SCALE IN FEET



WATER RESOURCES RECEIVED

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**WELL LOCATION MAP (TOPOGRAPHIC)**

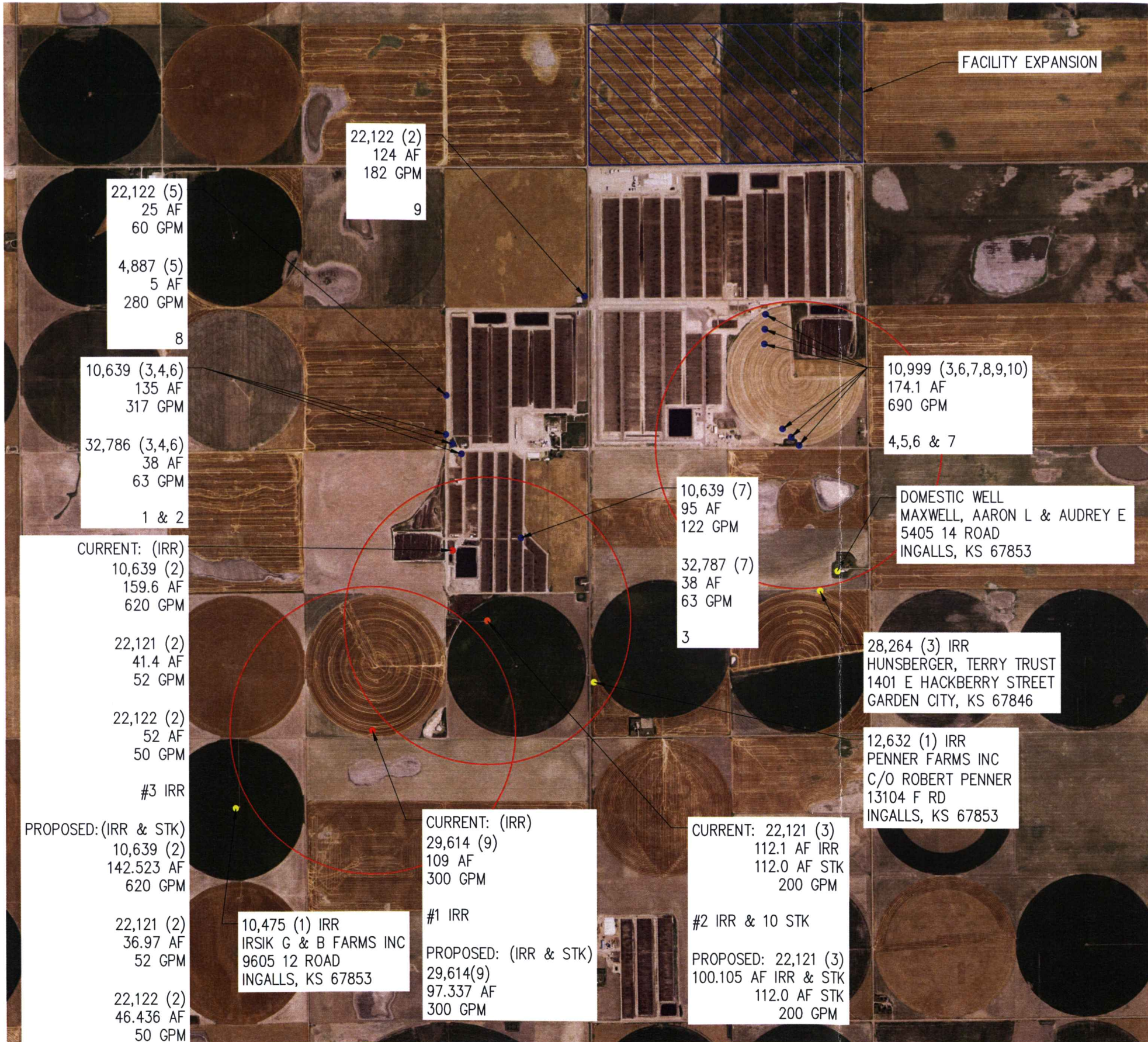
DRAWN	CSG	DATE	08/21
CHECKED	KLS	DATE	08/21
APPROVED		DATE	

**MIDWEST FEEDERS, INC.**  
 WATER RIGHTS  
 SECTIONS 18 & 19 T24S R28W & SECTIONS 24 & 25 T24S R29W  
 GRAY COUNTY, KANSAS

1700 E. IRON  
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 SCOTT CITY, KANSAS 67871  
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CAD FILE NAME:  
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FACILITY EXPANSION

22,122 (2)  
124 AF  
182 GPM  
9

22,122 (5)  
25 AF  
60 GPM  
8

4,887 (5)  
5 AF  
280 GPM

10,639 (3,4,6)  
135 AF  
317 GPM

32,786 (3,4,6)  
38 AF  
63 GPM

1 & 2

CURRENT: (IRR)  
10,639 (2)  
159.6 AF  
620 GPM

22,121 (2)  
41.4 AF  
52 GPM

22,122 (2)  
52 AF  
50 GPM

#3 IRR

PROPOSED: (IRR & STK)  
10,639 (2)  
142.523 AF  
620 GPM

22,121 (2)  
36.97 AF  
52 GPM

22,122 (2)  
46.436 AF  
50 GPM

10,475 (1) IRR  
IRSIK G & B FARMS INC  
9605 12 ROAD  
INGALLS, KS 67853

CURRENT: (IRR)  
29,614 (9)  
109 AF  
300 GPM

#1 IRR

PROPOSED: (IRR & STK)  
29,614(9)  
97.337 AF  
300 GPM

10,639 (7)  
95 AF  
122 GPM

32,787 (7)  
38 AF  
63 GPM

3

CURRENT: 22,121 (3)  
112.1 AF IRR  
112.0 AF STK  
200 GPM

#2 IRR & 10 STK

PROPOSED: 22,121 (3)  
100.105 AF IRR & STK  
112.0 AF STK  
200 GPM

10,999 (3,6,7,8,9,10)  
174.1 AF  
690 GPM

4,5,6 & 7

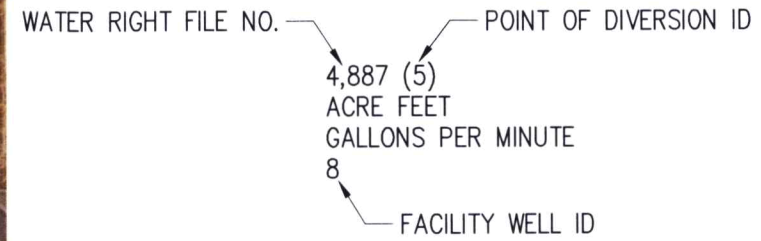
DOMESTIC WELL  
MAXWELL, AARON L & AUDREY E  
5405 14 ROAD  
INGALLS, KS 67853

28,264 (3) IRR  
HUNSBERGER, TERRY TRUST  
1401 E HACKBERRY STREET  
GARDEN CITY, KS 67846

12,632 (1) IRR  
PENNER FARMS INC  
C/O ROBERT PENNER  
13104 F RD  
INGALLS, KS 67853

LEGEND

- POINT OF DIVERSION (IRR)
- POINT OF DIVERSION (STK)
- POINT OF DIVERSION (STK & IRR)
- NEIGHBORING WELL
- 0.5 MILE SEPARATION DISTANCE



T24S

NOTE: ALL KNOWN ACTIVE WELLS  
WITHIN 0.5 MILE SEPARATION  
DISTANCE ARE MAPPED.



SCALE IN FEET



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RATE & QUANTITY MAP

DRAWN	CSG	DATE	08/21
CHECKED	KLS	DATE	08/21
APPROVED		DATE	

MIDWEST FEEDERS, INC.  
WATER RIGHTS  
SECTIONS 18 & 19 T24S R28W & SECTIONS 24 & 25 T24S R29W  
GRAY COUNTY, KANSAS

1700 E. IRON  
SAUNA, KANSAS 67401  
(785) 823-0097

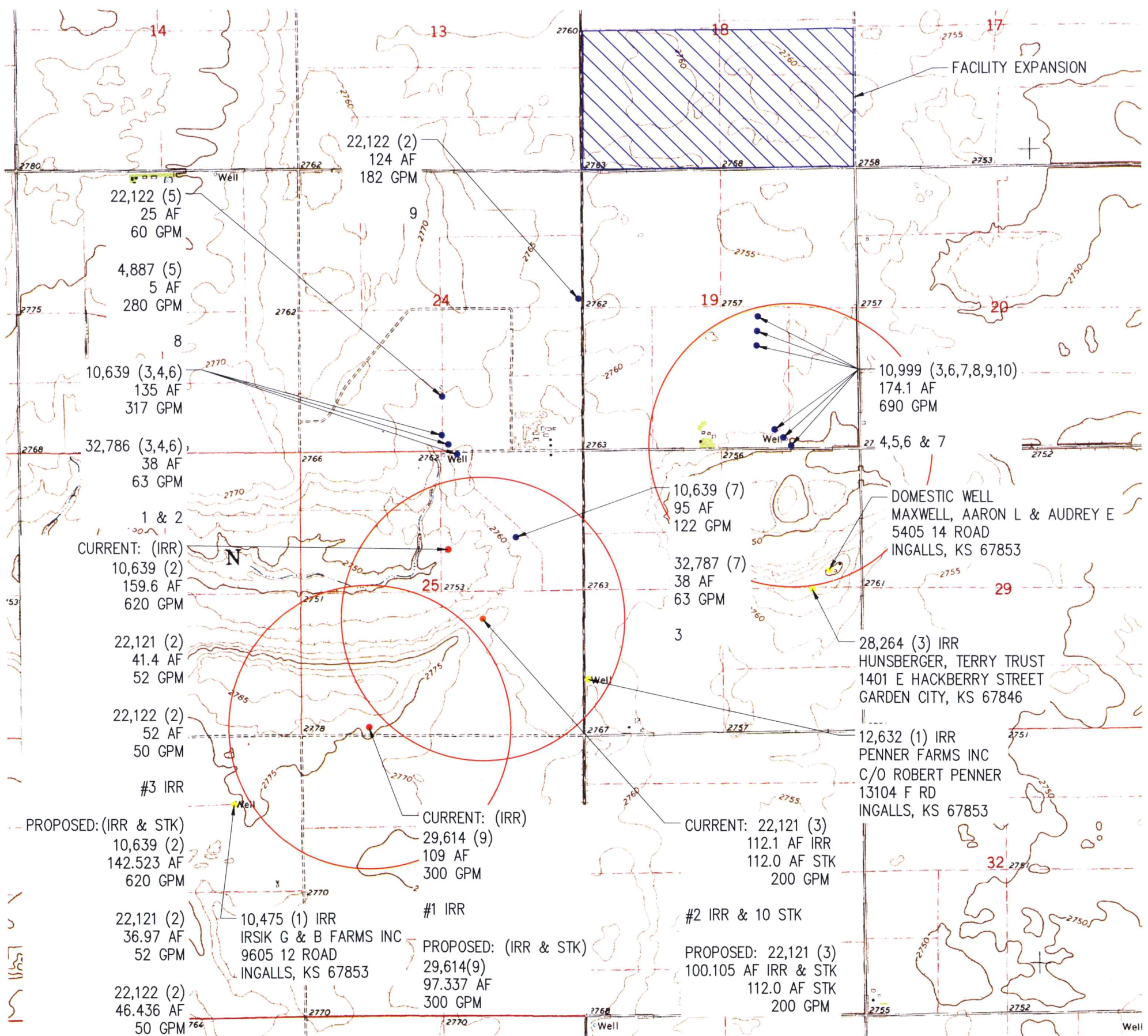
1303 YUCCA STREET  
SCOTT CITY, KANSAS 67871  
(620) 872-2300



CAD FILE NAME:  
WATER RIGHTS.dwg

SHEET NO. 1 OF 2

R29W | R28W



- LEGEND**
- POINT OF DIVERSION (IRR)
  - POINT OF DIVERSION (STK)
  - POINT OF DIVERSION (STK & IRR)
  - NEIGHBORING WELL
  - 0.5 MILE SEPARATION DISTANCE

WATER RIGHT FILE NO. — POINT OF DIVERSION ID  
 4,887 (5) ACRE FEET GALLONS PER MINUTE  
 8 — FACILITY WELL ID

NOTE: ALL KNOWN ACTIVE WELLS WITHIN 0.5 MILE SEPARATION DISTANCE ARE MAPPED.



AUG 25 2021

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**RATE & QUANTITY MAP (TOPOGRAPHIC)**

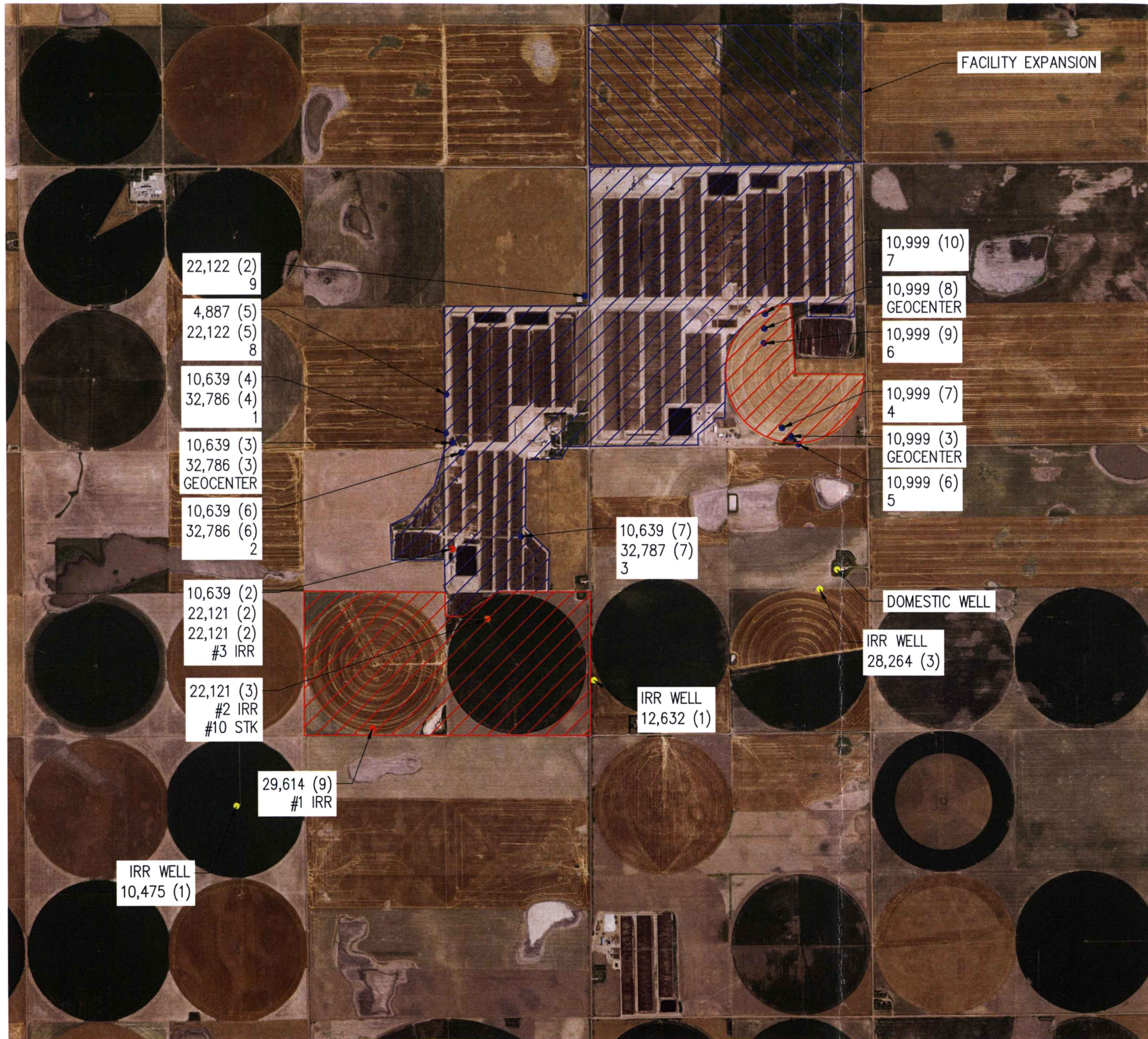
DRAWN	CSG	DATE
CHECKED	KLS	DATE
APPROVED		DATE

**MIDWEST FEEDERS, INC.**  
 WATER RIGHTS  
 SECTIONS 18 & 19 T24S R28W & SECTIONS 24 & 25 T24S R29W  
 GRAY COUNTY, KANSAS

1700 E. IRON  
 SALINA, KANSAS 67401  
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1303 YUCCA STREET  
 SCOTT CITY, KANSAS 67871  
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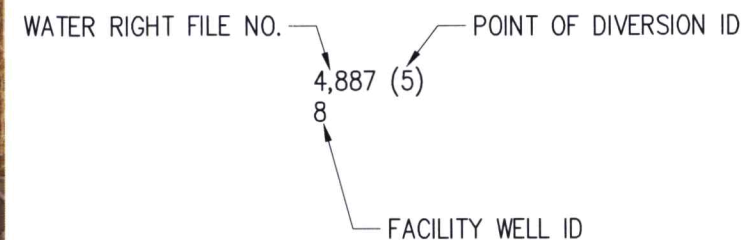
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 WATER RIGHTS.dwg  
 SHEET NO. 2 OF 2



FACILITY EXPANSION

LEGEND

-  EXISTING PLACE OF USE (IRR)
-  EXISTING PLACE OF USE (STK)
-  PROPOSED ADDITIONAL PLACE OF USE (STK)
-  POINT OF DIVERSION (IRR)
-  POINT OF DIVERSION (STK)
-  POINT OF DIVERSION (STK & IRR)
-  NEIGHBORING WELL



T24S



AUG 25 2021

KS DEPT OF AGRICULTURE


R29W | R28W

DRAWN	CSG	DATE	08/21
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 WATER RIGHTS  
 SECTIONS 18 & 19 T24S R28W & SECTIONS 24 & 25 T24S R29W  
 GRAY COUNTY, KANSAS

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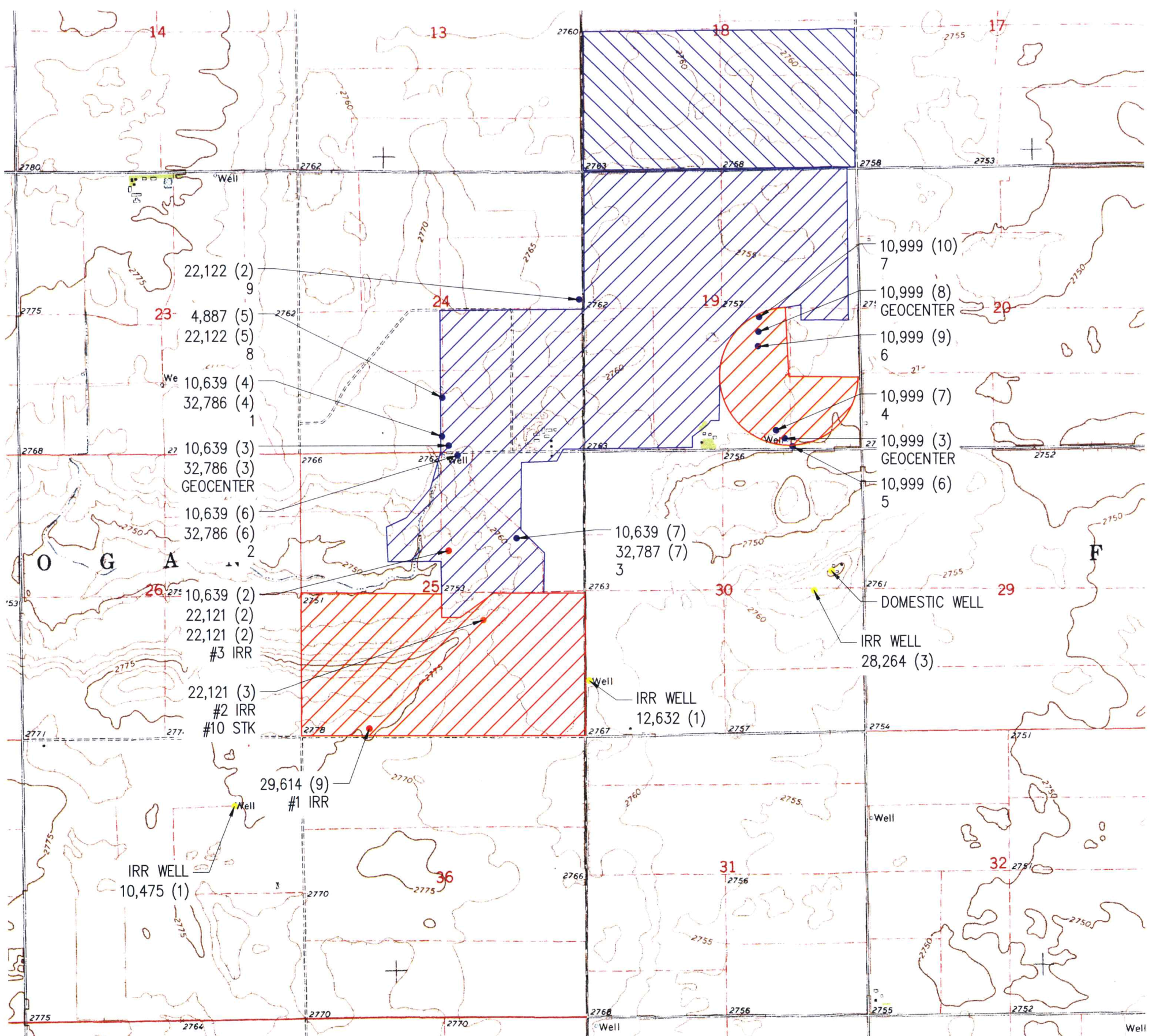
1303 YUCCA STREET  
 SCOTT CITY, KANSAS 67871  
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CAD FILE NAME:  
 WATER RIGHTS.dwg

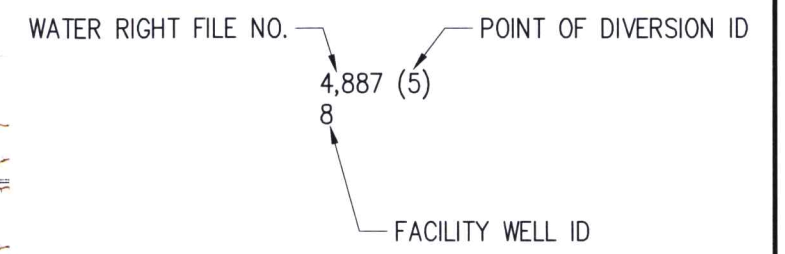
SHEET NO. 1 OF 2

PLACE OF USE MAP

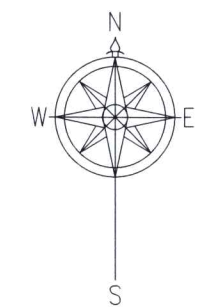


**LEGEND**

-  EXISTING PLACE OF USE (IRR)
-  EXISTING PLACE OF USE (STK)
-  PROPOSED ADDITIONAL PLACE OF USE (STK)
-  POINT OF DIVERSION (IRR)
-  POINT OF DIVERSION (STK)
-  POINT OF DIVERSION (STK & IRR)
-  NEIGHBORING WELL



T24S



AUG 25 2021

KS DEPT OF AGRICULTURE

R29W R28W

**PLACE OF USE MAP (TOPOGRAPHIC)**

DRAWN	CSG	DATE	08/21
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APPROVED		DATE	

**MIDWEST FEEDERS, INC.**  
 WATER RIGHTS  
 SECTIONS 18 & 19 T24S R28W & SECTIONS 24 & 25 T24S R29W  
 GRAY COUNTY, KANSAS

1700 E. IRON  
 SALINA, KANSAS 67401  
 (785) 823-0097  
 1303 YUCCA STREET  
 SCOTT CITY, KANSAS 67871  
 (620) 872-2300



CAD FILE NAME:  
 WATER\_RIGHTS.dwg

SHEET NO. 2 OF 2

**KLA ENVIRONMENTAL SERVICES, INC.**

PROJECT: **MIDWEST FEEDERS, INC.**

LOCATION: **SECTION 19 T24 S R28W & SECTIONS 24 & 25 T24S R29W, GRAY COUNTY, KANSAS**

BY: **CSG**  
DATE: **7/1/2021**

CHECKED BY: **KLS**  
DATE: **8/19/2021**

**WATER RIGHT SUMMARY**

WATER RIGHT FILE NO.	DWR WELL ID NO.	FACILITY WELL ID	BENEFICIAL USE*	AUTHORIZED RATE (GPM)	AUTHORIZED QUANTITIES		P/D DIST. FROM SE SECTION CORNER			QUALIFIERS
					STK (AC-FT)	IRR (AC-FT)	SEC-TWP-RGE	NORTH	WEST	
4,887	5	8	STK	280	5.00	-	24-24S-29W	990 FT	2630 FT	NW SW SE
10,639	3	---	STK	317	135.00	-	24-24S-29W	102 FT	2514 FT	SW SW SE
	4	1					24-24S-29W	270 FT	2640 FT	CS
	6	2					25-24S-29W	5213 FT	2388 FT	NW NW NE
10,639	7	3	STK	122	95.00	-	25-24S-29W	3667 FT	1248 FT	NW SE NE
10,999	3	---	STK	690	174.10	-	19-24S-28W	175 FT	1550 FT	SE SW SE
10,999	6	5					19-24S-28W	25 FT	1400 FT	SE SW SE
10,999	7	4					19-24S-28W	325 FT	1700 FT	SE SW SE
10,999	8	---					19-24S-28W	2098 FT	1844 FT	NE NW SE
10,999	9	6					19-24S-28W	1803 FT	1844 FT	SE NW SE
10,999	10	7					19-24S-28W	2393 FT	1844 FT	NE NW SE
22,121	3	10	STK	200	112.00	-	25-24S-29W	2197 FT	1898 FT	NE NW SE
22,122	2	9	STK	182	124.00	-	24-24S-29W	2800 FT	100 FT	SE SE NE
22,122	5	8	STK	60	25.00	-	24-24S-29W	990 FT	2630 FT	NW SW SE
32,786	3	---	STK	63	38.00	-	24-24S-29W	102 FT	2514 FT	SW SW SE
	4	1					24-24S-29W	270 FT	2640 FT	CS
	6	2					25-24S-29W	5213 FT	2388 FT	NW NW NE
32,787	7	3	STK	63	38.00	-	25-24S-29W	3667 FT	1248 FT	NW SE NE
TOTAL STK QUANTITY =					746.10	-				
10,639	2	#3 IRR	IRR	620	-	159.60	25-24S-29W	3440 FT	2525 FT	NW SW NE
22,121	2	#3 IRR	IRR	52	-	41.40	25-24S-29W	3440 FT	2525 FT	NW SW NE
22,121	3	#2 IRR	IRR	200	-	112.10	25-24S-29W	2197 FT	1898 FT	NE NW SE
22,122	2	#3 IRR	IRR	50	-	52.00	25-24S-29W	3440 FT	2525 FT	NW SW NE
29,614	9	#1 IRR	IRR	300	-	109.00	25-24S-29W	170 FT	4030 FT	SE SW SW
TOTAL IRR QUANTITY =						474.10				
→ TOTALS =					746.10	474.10				
→ SUM =					1220.20					

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**KLA ENVIRONMENTAL SERVICES, INC.**

PROJECT: **MIDWEST FEEDERS, INC.**

LOCATION: SECTION 19 T24 S R28W & SECTIONS 24 & 25 T24S R29W, GRAY COUNTY, KANSAS

BY: **CSG**  
DATE: **1/19/2021**

CHECKED BY: **KMB**  
DATE: **3/5/2021**

**SUMMARY OF STOCKWATER USE**

YEAR	TOTAL ANNUAL USE (AF)	AVERAGE HEAD COUNT	RATE (GAL/HD/DAY)
2012	523.65	50,317	9.29
2013	539.46	50,673	9.50
2014	400.49	50,591	7.07
2015	481.83	49,861	8.63
2016	501.70	50,113	8.94
2017	477.43	50,719	8.40
2018	515.37	51,651	8.91
2019	674.81	61,554	9.79
2020	665.14	62,719	9.47
AVERAGE RATE =			<b>8.89</b>

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# KLA ENVIRONMENTAL SERVICES, INC.

PROJECT: MIDWEST FEEDERS, INC.

LOCATION: SECTION 19 T24 S R28W & SECTIONS 24 & 25 T24S R29W, GRAY COUNTY, KANSAS

BY: CSG  
DATE: 07/01/21

CHECKED BY: KLS  
DATE: 8/19/2021

## STOCKWATER REQUIREMENTS

Midwest Feeders, Inc. is a beef cattle feeding facility. An expansion is desired to raise the permitted number of cattle 30,000 head. An additional source of water is required to support the increase in permitted headcount. It is anticipated that the actual quantities used for stockwatering will vary from year to year depending upon cattle numbers, cattle sizes, and environmental conditions.

Current facility maximum annual capacity =	74,000 head of beef cattle
Planned facility expansion =	30,000 head of beef cattle
<hr/>	
Planned facility maximum annual capacity =	104,000 head of beef cattle

### Determine reasonable use for stockwatering quantity for planned facility capacity (K.A.R. 5-3-22):

- Maximum Reasonable Quantity = 104,000 head x 15 gallons/head/day x 365 days/year = 569.400 MGY  
= 1,747.424 AF
- Facility Specific Planned Quantity\* = 104,000 head x 10 gallons/head/day x 365 days/year = 379.600 MGY  
= 1,164.950 AF

\*Facility-Specific Planned Quantity is based off of 2012-2020 historic average use of 8.89 gal/head/day with an additional 12.5% safety factor.

where MGY = million gallons per year, AF = acre-feet per year and 1.0 AF = 325,851 gallons

Existing Facility Stockwater Summary Total = 746.100 AF

- Maximum additional quantity of stockwater needed = (Maximum Reasonable Quantity) - (Existing Quantity)  
= 1747.424 AF - 746.100 AF = 1,001.324 AF
- Additional quantity of stockwater needed based on historic use = (Facility Specific Planned Quantity) - (Existing Quantity)  
= 1164.950 AF - 746.100 AF = 418.850 AF

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KS DEPT OF AGRICULTURE



**KLA ENVIRONMENTAL SERVICES, INC.**

PROJECT: **MIDWEST FEEDERS, INC.**

LOCATION: **SECTION 19 T24 S R28W & SECTIONS 24 & 25 T24S R29W, GRAY COUNTY, KANSAS**

BY: CSG  
DATE: 07/12/21

CHECKED BY: KLS  
DATE: 8/19/2021

**CONSUMPTIVE USE CALCULATION PERTAINING TO FILE NO. 29,614 (9) "IRRIGATION WELL #1"  
FOR CHANGE OF USE FROM IRRIGATION TO DUAL USE IRRIGATION AND STOCKWATER**

**File No. 29,614 (9):** Authorized Quantity = 109.000 AF  
Authorized Rate = 300 GPM = 0.668 CFS

Proposed change in use made of water: Convert 109.000 AF and 300 GPM to dual use.

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

→ For **Gray** County, the factor = **89.3%**

→ Consumptive Use = 109.000 AF x 89.3% = **97.337 AF**

---

**CONSUMPTIVE USE CALCULATION PERTAINING TO FILE NO. 22,121 (3) "IRRIGATION WELL #2"  
FOR CHANGE OF USE FROM IRRIGATION TO DUAL USE IRRIGATION AND STOCKWATER**

**File No. 22,121 (3):** Authorized Quantity = 112.100 AF  
Authorized Rate = 200 GPM = 0.446 CFS

Proposed change in use made of water: Convert 112.100 AF and 200 GPM to dual use.

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

→ For **Gray** County, the factor = **89.3%**

→ Consumptive Use = 112.100 AF x 89.3% = **100.105 AF**

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**KLA ENVIRONMENTAL SERVICES, INC.**

PROJECT: **MIDWEST FEEDERS, INC.**

LOCATION: **SECTION 19 T24 S R28W & SECTIONS 24 & 25 T24S R29W, GRAY COUNTY, KANSAS**

BY: CSG  
DATE: 07/12/21

CHECKED BY: KLS  
DATE: 8/19/2021

**CONSUMPTIVE USE CALCULATION PERTAINING TO FILE NO. 10,639 (2), 22,121 (2), & 22,122 (2)  
"IRRIGATION WELL #3"  
FOR CHANGE OF USE FROM IRRIGATION TO DUAL USE IRRIGATION AND STOCKWATER**

**File No. 10,639 (2):** Authorized Quantity = **159.600 AF**  
Authorized Rate = **620 GPM** = 1.381 CFS

Proposed change in use made of water: Convert 159.600 AF and 620 GPM to dual use.

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

→ For **Gray** County, the factor = **89.3%**

→ Consumptive Use = 159.600 AF x 89.3% = **142.523 AF**

**File No. 22,121 (2):** Authorized Quantity = **41.400 AF**  
Authorized Rate = **52 GPM** = 0.116 CFS

Proposed change in use made of water: Convert 41.400 AF and 52 GPM to dual use.

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

→ For **Gray** County, the factor = **89.3%**

→ Consumptive Use = 41.400 AF x 89.3% = **36.970 AF**

**File No. 22,122 (2):** Authorized Quantity = **52.000 AF**  
Authorized Rate = **50 GPM** = 0.111 CFS

Proposed change in use made of water: Convert 52.000 AF and 50 GPM to dual use.

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

→ For **Gray** County, the factor = **89.3%**

→ Consumptive Use = 52.000 AF x 89.3% = **46.436 AF**

**Irrigation Well #3 Total dual use quantity = 225.929 AF**

---

**Total dual use quantity (Irrigation Wells #1, 2, & 3) = 423.371 AF**

Note: 1 gpm = 0.002228 cfs

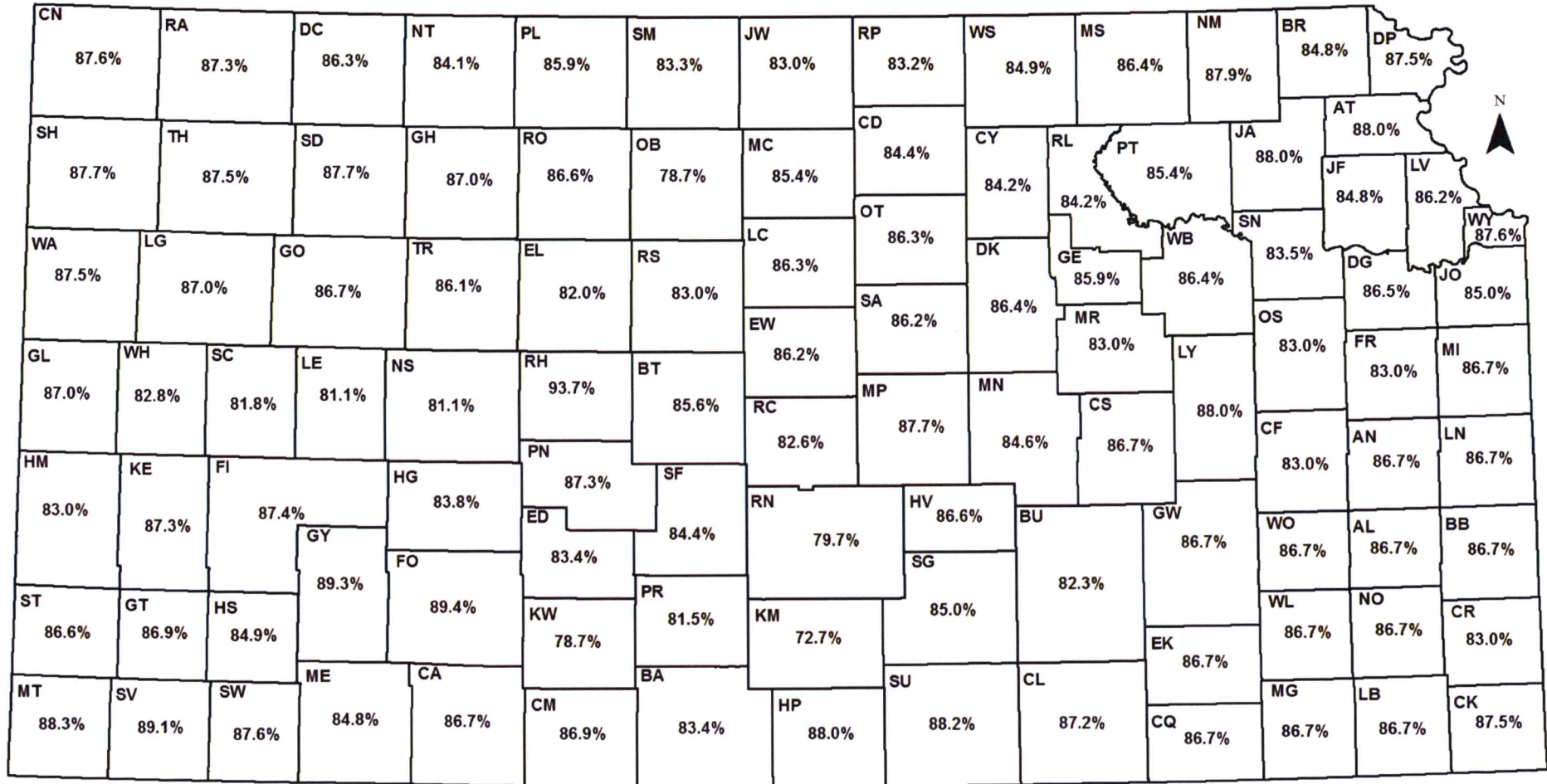
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# Consumptive Use Percentages in Kansas, by County

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:

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



Kansas Department of Agriculture  
Division of Water Resources  
August 3, 2017

Print Page

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Owner Information	Property Address	Property Description	Apr Amount	Prop Class
<a href="#">035-029-30-0-00-00-001.00-0</a> <b>Quick Ref ID = 301</b> <b>Tax Year = 2021</b> PENNER FAMILY LIVING TRUST ETAL  Owner Mailing Address: C/O PENNER, RONALD & FRANCES 15050 SE ROYER RD DAMASCUS, OR 97089-2691	00000 CO RD, Ingalls, KS 67853 ACRES=150.6 Neighborhood=009.4	S30, T24, R28W, ACRES 150.6, NE1/4 LESS TR & LESS R/W	\$3,250	Agricultural Use
<a href="#">035-029-30-0-00-00-002.00-0</a> <b>Quick Ref ID = 302</b> <b>Tax Year = 2021</b> MAXWELL, AARON L & AUDREY E  Owner Mailing Address: 5405 14 RD INGALLS, KS 67853-9025	5405 14 RD, Ingalls, KS 67853 ACRES=2.9 Neighborhood=009.4	S30, T24, R28W, ACRES 2.9, TR IN NE1/4 DESC AS: BEG 363' W & 297' N OF SE COR NE1/4, TH W 281', N 413', E 281', S 413' TO POB	\$60 A \$161,100 F	Farm Homesite
<a href="#">035-029-30-0-00-00-003.00-0</a> <b>Quick Ref ID = 303</b> <b>Tax Year = 2021</b> PENNER FARMS INC  Owner Mailing Address: C/O PENNER, ROBERT 13104 F RD INGALLS, KS 67853-9019	00000 CO RD, Ingalls, KS 67853 ACRES=147.8 Neighborhood=009.1	S30, T24, R28W, ACRES 147.8, NW1/4, LESS R/W	\$23,970	Agricultural Use
<a href="#">035-029-30-0-00-00-004.00-0</a> <b>Quick Ref ID = 304</b> <b>Tax Year = 2021</b> PENNER FARMS INC  Owner Mailing Address: C/O PENNER, ROBERT 13104 F RD INGALLS, KS 67853-9019	00000 CO RD, Ingalls, KS 67853 ACRES=77.6 Neighborhood=009.1	S30, T24, R28W, ACRES 77.6, N1/2 SW1/4, LESS R/W	\$31,460	Agricultural Use
<a href="#">035-029-30-0-00-00-004.01-0</a> <b>Quick Ref ID = 305</b> <b>Tax Year = 2021</b> PENNER FARMS INC  Owner Mailing Address: C/O PENNER, ROBERT 13104 F RD INGALLS, KS 67853-9019	00000 CO RD, Ingalls, KS 67853 ACRES=71.8 Neighborhood=009.1	S30, T24, R28W, ACRES 71.8, S1/2 SW1/4, LESS BEG 712' E & 20' N OF SW COR, TH N 310'(S), E 415', S 310'(S), W 415' TO POB, LESS RD R/W ON W & S SIDE	\$22,080	Agricultural Use
<a href="#">035-029-30-0-00-00-005.00-0</a> <b>Quick Ref ID = 306</b> <b>Tax Year = 2021</b> PENNER, ROBERT &	13104 F RD, Ingalls, KS 67853 ACRES=2.9 Neighborhood=009.4	S30, T24, R28W, ACRES 2.9, BEG SW COR SW/4, TH E 712' & 20' N TO POB, TH E	\$8,420 A \$106,200 R	Residential

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ELIZABETH Owner Mailing Address: 13104 F RD INGALLS, KS 67853-9019		415', N 310', W 415', S 310', TO POB		
<a href="#">035-029-30-0-00-00-006.00-0</a> <b>Quick Ref ID = 307</b> <b>Tax Year = 2021</b> HUNSBERGER, TERRY TRUST  Owner Mailing Address: 1401 E HACKBERRY ST GARDEN CITY, KS 67846-5935	00000 CO RD, Ingalls, KS 67853  ACRES=158 Neighborhood=009.4	S30, T24, R28W, ACRES 157.8, SE1/4, LESS R/W	\$67,260	Agricultural Use

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Owner Information	Property Address	Property Description	Apr Amount	Prop Class
<a href="#">035-037-35-0-00-00-001.00-A</a> <b>Quick Ref ID = 438</b> <b>Tax Year = 2021</b> IRSIK G & B FARMS INC  Owner Mailing Address: 9605 12 RD INGALLS, KS 67853-9015	00000 CO RD, Ingalls, KS 67853 ACRES=156.9 Neighborhood=011.4	S35, T24, R29W, ACRES 156.9, NE1/4, LESS R/W	\$81,420	Agricultural Use
<a href="#">035-037-35-0-00-00-001.00-B</a> <b>Quick Ref ID = 439</b> <b>Tax Year = 2021</b> IRSIK G & B FARMS INC  Owner Mailing Address: 9605 12 RD INGALLS, KS 67853-9015	00000 CO RD, Ingalls, KS 67853 ACRES=145.8 Neighborhood=011.4	S35, T24, R29W, ACRES 145.8, NW1/4, LESS R/W	\$53,700	Agricultural Use
<a href="#">035-037-35-0-00-00-001.00-C</a> <b>Quick Ref ID = 440</b> <b>Tax Year = 2021</b> IRSIK G & B FARMS INC  Owner Mailing Address: 9605 12 RD INGALLS, KS 67853-9015	00000 CO RD, Ingalls, KS 67853 ACRES=152.5 Neighborhood=011.4	S35, T24, R29W, ACRES 152.5, SW1/4, LESS R/W	\$69,110	Agricultural Use
<a href="#">035-037-35-0-00-00-001.00-D</a> <b>Quick Ref ID = 441</b> <b>Tax Year = 2021</b> IRSIK G & B FARMS INC  Owner Mailing Address: 9605 12 RD INGALLS, KS 67853-9015	00000 CO RD, Ingalls, KS 67853 ACRES=163.2 Neighborhood=011.4	S35, T24, R29W, ACRES 163.2, SE1/4, LESS R/W	\$62,660	Agricultural Use

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## REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Agreement") is made and entered into effective the 1<sup>st</sup> day of May, 2021, by and between **STEVEN KLIEWER and WYLENE KLIEWER**, husband and wife ("Seller") and **MIDWEST FEEDERS, INC.**, a Kansas corporation ("Buyer"), both of whom are referred to herein individually as "party" and collectively as "parties."

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual promises, covenants and payments hereinafter set out, the parties hereby contract to and with each other as follows:

1. PROPERTY SOLD. The Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the following described real property (hereinafter described as the "Property") located in Gray County, Kansas, to-wit:

**Southwest Quarter (SW¼) of Section Eighteen (18), Township Twenty-four (24) South, Range Twenty-eight (28) West of the 6th P.M., Gray County, Kansas**

2. PURCHASE PRICE. The purchase price for the Property shall be **\$375,000.00**, all of which shall be paid at closing, in collected funds, *unless* Buyer is able to acquire the NE¼ of Section 18, Township 24 South, Range 28 West of the 6th P.M., Gray County, Kansas, prior to the closing date. In that event, Seller agrees to accept a conveyance of such property from Buyer (subject to a reservation by Buyer of stock water rights) as full consideration for the transfer of the property to Buyer, in a transaction that shall qualify as a like-kind exchange under IRC Section 1031. If the parties do conduct a like-kind exchange, Buyer shall provide Seller with an updated title commitment for the NE¼ of said Section 18 prior to closing, insuring marketable title for such property.

3. MINERALS AND WIND RIGHTS INCLUDED. The conveyance by Seller to Buyer shall include all of Seller's interest in the oil, gas and other minerals in and under the surface of said land, together with any wind rights appurtenant thereto.

4. EXAMINATION OF THE PROPERTY. Buyer is familiar with the Property, has examined the Property to Buyer's complete satisfaction and knows its condition. Buyer is purchasing the Property on an "AS IS" basis.

5. CLOSING AGENT. The parties hereby designate and appoint **First American Title Insurance Company** as the Closing Agent for this Agreement.

(a) Prior to or at closing, Seller shall execute and deposit with the Closing Agent a Warranty Deed, conveying marketable title to Buyer, subject only to oil and gas leases, easements, restrictions, covenants, reservations and rights-of-way of record. Seller's spouse shall either join in the deed of conveyance or otherwise consent to the transfer of the Property.

(b) Upon payment in full by Buyer of the total purchase price as herein provided, and upon full performance of each and every term and condition herein required to be performed by Buyer and Seller, the Closing Agent shall and is hereby instructed to record the Warranty Deed executed by Seller. The Closing Agent shall simultaneously transmit to Seller the net closing funds.

6. TITLE EVIDENCE. Following the execution of this Agreement by both parties, the Buyer shall order a title commitment for an owner's title insurance policy in the amount of the purchase price, covering title to the real estate and showing fee simple title being vested in Seller. The title commitment may also reflect oil and gas leases, as well as customary easements, restrictions, covenants, reservations and rights-of-way of record (the "Permitted Exceptions")

AUG 25 2031

KANSAS DEPARTMENT OF AGRICULTURE

- (a) The title commitment shall be conclusive evidence of Seller's title as therein shown, subject only to the Permitted Exceptions.
- (b) Buyer shall have a period of fifteen (15) days to examine the title commitment and notify Seller in writing of Buyer's objections, if any, to the marketability of Seller's title. Any exceptions to title to which Buyer fails to timely object will be deemed Permitted Exceptions.
- (c) If Buyer timely makes any objections to the marketability of title, Seller shall have the option of correcting such defects (or having the title insurer commit to insure against loss or damage that may be occasioned by such exceptions), or of terminating this Agreement.
- (d) If Seller elects to terminate this Agreement, Buyer may waive the objections and close this transaction subject to the objections.

7. PROPERTY TAXES. All property taxes for the year 2020 and prior years shall be paid by Seller. The property taxes for 2021 shall be pro-rated to the date of closing, based on the 2020 taxes.

8. CLOSING. This transaction shall close on or before **November 10, 2021**, with the date of closing to be determined by the parties following Buyer's approval of Seller's title. The closing shall be held at the offices of the Closing Agent. The parties acknowledge that the closing date may need to be extended in order to accommodate a like-kind exchange involving the NE $\frac{1}{4}$  of Section 18, Township 24 South, Range 28 West of the 6<sup>th</sup> P.M., Gray County, Kansas.

9. POSSESSION. Buyer shall be entitled to possession of the Property upon closing, subject to the right of Seller to harvest the corn crop. Prior to closing, Buyer and its agents shall have reasonable access to the Property for the purpose of conducting engineering studies for the construction of feed yard improvements.

10. GROWING CROPS. Seller shall retain 100% of the 2021 corn crop.

11. BASE ACRES. Buyer agrees that Seller may transfer all FSA farm base acres from the Property to other property in the area farmed by Seller, as Buyer will not be farming the Property after closing.

12. GOVERNMENT PAYMENTS. Seller shall retain the landlord's share of the government farm payments applicable to the 2021 crops, regardless of when said payments are paid.

13. ALLOCATION OF TRANSACTION COSTS. The costs associated with this transaction shall be paid as follows:

- (a) Seller shall pay for:
  - i. Any legal fees incurred by Seller with respect to this transaction, including the fees incurred by Seller to provide marketable title.
- (b) Buyer shall pay for:
  - i. Any legal fees incurred by Buyer in connection with this transaction, including the cost of preparing this Agreement and the Warranty Deed;
  - ii. The cost of recording the Warranty Deed from Seller;



- iii. All of the cost of the owner's title insurance policy (including title examination fees, if invoiced separately); and
  - iv. All of the Closing Agent fees.
14. **DEFAULT.** If any payment due hereunder is not paid, honored, or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:
- (a) If SELLER IS IN DEFAULT, Buyer's sole remedy shall be to terminate this Agreement, in which case Seller shall be responsible for the payment of any cancellation charges invoiced by the Closing Agent.
  - (b) IF BUYER IS IN DEFAULT, Seller's sole remedy shall be to terminate this Agreement, in which case Buyer shall be responsible for the payment of any cancellation charges invoiced by the Closing Agent.
15. **GENERAL COVENANTS.** The parties further agree as follows:
- (a) Notices shall be in writing and shall be deemed to be given if delivered personally, by electronic transmission (e-mail) or mailed by registered or certified mail, or transmitted by a next-day delivery service, to the parties at the following addresses:

**Seller**  
Steven Kliever  
P.O. Box 103  
Cimarron, Kansas 67835  
Email: S\_Kliever@yahoo.com

**Buyer**  
Midwest Feeders, Inc.  
c/o Jeffrey H. Sternberger  
05013 13 Road  
Ingalls, Kansas 67853  
Email: jeff@midwestfeeders.com

**Closing Agent**  
First American Title Company  
417 North 8<sup>th</sup> Street  
Garden City, Kansas 67846  
Tel: (620) 275-7441  
Email: dsdrake@firstam.com

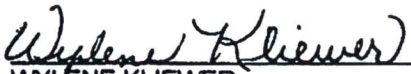
- (b) Notices (other than by electronic transmissions) shall be deemed to have been given when personally delivered, one (1) day after depositing the notice with a next day delivery service, or three (3) days after depositing the notice in the United States mail. Either party may change the name or address to which notices shall be sent by notifying the other party of such change, in writing.
- (c) Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, return e-mail or other written acknowledgement), *provided that* if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.


- (d) All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors, and assigns of the parties hereto.
- (e) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (f) One or more waivers of any breach of a covenant or requirement herein shall not be deemed a further waiver of the same.
- (g) All representations, agreements, warranties, and covenants made by Seller and Buyer under this Agreement shall survive the closing of this transaction.
- (h) This Agreement constitutes the entire agreement between the parties. All previous notes, memoranda and oral arrangements or agreements between the parties are hereby merged into this Agreement. This Agreement shall not be altered, amended, or modified, except in writing, signed by both parties hereto.
- (i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or by e-mail, with the intention that they shall have the same effect as an original counterpart thereof.

IN WITNESS WHEREOF, the undersigned Seller and Buyer have executed this Agreement, to be effective as of the day and year first above written.

  
\_\_\_\_\_  
STEVEN KLIEWER

MIDWEST FEEDERS, INC.

  
\_\_\_\_\_  
WYLENE KLIEWER  
  
SELLER

By   
\_\_\_\_\_  
Jeffrey H. Stemberger, President  
  
BUYER

## REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Agreement") is made and entered into effective the 1<sup>st</sup> day of May, 2021, by and between **KENNETH R. BRADY**, a married person ("Seller") and **MIDWEST FEEDERS, INC.**, a Kansas corporation ("Buyer"), both of whom are referred to herein individually as "party" and collectively as "parties."

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual promises, covenants and payments hereinafter set out, the parties hereby contract to and with each other as follows:

1. PROPERTY SOLD. The Seller hereby agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the following described real property (hereinafter described as the "Property") located in Gray County, Kansas, to-wit:

Southeast Quarter (SE¼) of Section Eighteen (18), Township Twenty-four (24) South, Range Twenty-eight (28) West of the 6th P.M., Gray County, Kansas

2. PURCHASE PRICE. The purchase price for the Property shall be \$375,000.00, all of which shall be paid at closing, in collected funds.

3. MINERALS INCLUDED AND WIND RIGHTS. The conveyance by Seller to Buyer shall include all of Seller's interest in the oil, gas and other minerals in and under the surface of said land, together with any wind rights appurtenant thereto.

4. EXAMINATION OF THE PROPERTY. Buyer is familiar with the Property, has examined the Property to Buyer's complete satisfaction and knows its condition. Buyer is purchasing the Property on an "AS IS" basis.

5. CLOSING AGENT. The parties hereby designate and appoint **First American Title Insurance Company** as the Closing Agent for this Agreement.

(a) Prior to or at closing, Seller shall execute and deposit with the Closing Agent a Warranty Deed, conveying marketable title to Buyer, subject only to oil and gas leases, easements, restrictions, covenants, reservations and rights-of-way of record. Seller's spouse shall either join in the deed of conveyance or otherwise consent to the transfer of the Property.

(b) Upon payment in full by Buyer of the total purchase price as herein provided, and upon full performance of each and every term and condition herein required to be performed by Buyer and Seller, the Closing Agent shall and is hereby instructed to record the Warranty Deed executed by Seller. The Closing Agent shall simultaneously transmit to Seller the net closing funds.

6. TITLE EVIDENCE. Following the execution of this Agreement by both parties, the Buyer shall order a title commitment for an owner's title insurance policy in the amount of the purchase price, covering title to the real estate and showing fee simple title being vested in Seller. The title commitment may also reflect oil and gas leases, as well as customary easements, restrictions, covenants, reservations and rights-of-way of record (the "Permitted Exceptions"); provided that such exceptions will not interfere with Buyer's planned construction of feed yard improvements on the Property.

(a) The title commitment shall be conclusive evidence of Seller's title as therein shown, subject only to the Permitted Exceptions.

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- (b) Buyer shall have a period of fifteen (15) days to examine the title commitment and notify Seller in writing of Buyer's objections, if any, to the marketability of Seller's title. Any exceptions to title to which Buyer fails to timely object will be deemed Permitted Exceptions.
- (c) If Buyer timely makes any objections to the marketability of title, Seller shall have the option of correcting such defects (or having the title insurer commit to insure against loss or damage that may be occasioned by such exceptions), or of terminating this Agreement.
- (d) If Seller elects to terminate this Agreement, Buyer may waive the objections and close this transaction subject to the objections.

7. PROPERTY TAXES. All property taxes for the year 2020 and prior years shall be paid by Seller. The property taxes for 2021 shall be pro-rated to the date of closing, based on the 2020 taxes.

8. CLOSING. This transaction shall close on or before **November 10, 2021**, with the date of closing to be determined by the parties following Buyer's approval of Seller's title. The closing shall be held at the offices of the Closing Agent.

9. POSSESSION. Buyer shall be entitled to possession of the Property upon closing. Prior to closing, Buyer and its agents shall have reasonable access to the Property for the purpose of conducting engineering studies for the construction of feed yard improvements.

10. GROWING CROPS. There are no growing crops on the Property.

11. GOVERNMENT PAYMENTS. Seller shall retain the landlord's share of the government farm payments applicable to the 2021 crops, regardless of when said payments are paid.

12. ALLOCATION OF TRANSACTION COSTS. The costs associated with this transaction shall be paid as follows:

(a) Seller shall pay for:

- i. Any legal fees incurred by Seller with respect to this transaction, including the fees incurred by Seller to provide marketable title;
- ii. One-half (1/2) of the cost of the owner's title insurance policy (including title examination fees, if invoiced separately); and
- iii. One-half (1/2) of the Closing Agent fees.

(b) Buyer shall pay for:

- i. Any legal fees incurred by Buyer in connection with this transaction, including the cost of preparing this Agreement and the Warranty Deed;
- ii. The cost of recording the Warranty Deed from Seller;
- iii. One-half (1/2) of the cost of the owner's title insurance policy (including title examination fees, if invoiced separately); and
- iv. One-half (1/2) of the Closing Agent fees.

13. **DEFAULT.** If any payment due hereunder is not paid, honored, or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

- (a) If SELLER IS IN DEFAULT, Buyer's sole remedy shall be to terminate this Agreement, in which case Seller shall be responsible for the payment of any cancellation charges invoiced by the Closing Agent.
- (b) IF BUYER IS IN DEFAULT, Seller's sole remedy shall be to terminate this Agreement, in which case Buyer shall be responsible for the payment of any cancellation charges invoiced by the Closing Agent.

14. **SELLER'S LIKE-KIND EXCHANGE.** Buyer acknowledges that Seller may assign Seller's interest in this Agreement to a "qualified intermediary" in order to facilitate the completion of an IRC Section 1031 like-kind exchange on behalf of the Seller. Buyer agrees to promptly acknowledge Seller's assignment of this Agreement by signing and returning an appropriate acknowledgement instrument to either the Seller or the qualified intermediary. Notwithstanding the assignment of this Agreement to a qualified intermediary or the inability of Seller to complete the purchase of other property as part of the 1031 like-kind exchange, the obligations of Seller under the terms of this Agreement shall remain in full force and effect for the benefit of Buyer. Buyer's agreement to cooperate with Seller's tax-deferred exchange is subject to the following conditions:

- (a) Buyer shall not be put to any additional expense concerning such tax-deferred exchange;
- (b) Buyer shall not be required to acquire or to contract to acquire legal title to any replacement property; and
- (c) Seller shall indemnify, defend and hold Buyer harmless from and against any and all liability, costs or expenses arising from or related in any way to such a tax-deferred exchange.

15. **GENERAL COVENANTS.** The parties further agree as follows:

- (a) Notices shall be in writing and shall be deemed to be given if delivered personally, by electronic transmission (e-mail) or mailed by registered or certified mail, or transmitted by a next-day delivery service, to the parties at the following addresses:

**Seller**  
Kenneth R. Brady  
30 Berthe Circle  
Colorado Springs, Colorado 80906  
Email: [kbrady@kbrady.com](mailto:kbrady@kbrady.com)

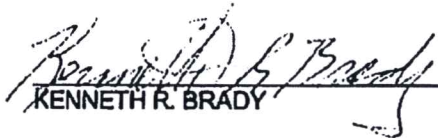
**Buyer**  
Midwest Feeders, Inc.  
c/o Jeffrey H. Sternberger  
05013 13 Road  
Ingalls, Kansas 67853  
Email: [jhs@midwestfeeders.com](mailto:jhs@midwestfeeders.com)

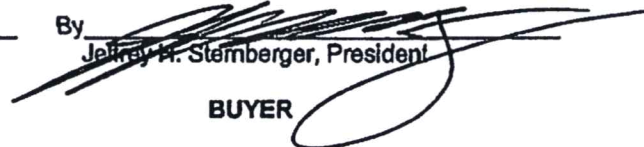
**Closing Agent**  
First American Title Insurance Company  
417 North 8<sup>th</sup> Street  
Garden City, Kansas 67846  
Tel: (620) 275-7441  
Email: [ca@firstamtitle.com](mailto:ca@firstamtitle.com)

- (b) Notices (other than by electronic transmissions) shall be deemed to have been given when personally delivered, one (1) day after depositing the notice with a next day delivery service, or three (3) days after depositing the notice in the United States mail. Either party may change the name or address to which notices shall be sent by notifying the other party of such change, in writing.
- (c) Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, return e-mail or other written acknowledgement), *provided that* if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.
- (d) All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors, and assigns of the parties hereto.
- (e) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (f) One or more waivers of any breach of a covenant or requirement herein shall not be deemed a further waiver of the same.
- (g) All representations, agreements, warranties, and covenants made by Seller and Buyer under this Agreement shall survive the closing of this transaction.
- (h) This Agreement constitutes the entire agreement between the parties. All previous notes, memoranda and oral arrangements or agreements between the parties are hereby merged into this Agreement. This Agreement shall not be altered, amended, or modified, except in writing, signed by both parties hereto.
- (i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or by e-mail, with the intention that they shall have the same effect as an original counterpart thereof.

IN WITNESS WHEREOF, the undersigned Seller and Buyer have executed this Agreement, to be effective as of the day and year first above written.

MIDWEST FEEDERS, INC.

  
\_\_\_\_\_  
KENNETH R. BRADY  
SELLER

By   
\_\_\_\_\_  
Jeffrey H. Stemberger, President  
BUYER

**WATER RIGHT CHANGE APPLICATIONS;  
FIVE-YEAR TERM PERMIT APPLICATION;  
& NEW APPROPRIATION APPLICATIONS**

Midwest Feeders, Inc.  
Sections 18 & 19 T24S R28W and Sections 24 & 25 T24S R29W  
Gray County, Kansas

1700 E. IRON AVE. ▪ SALINA, KS 67401  
T 785.823.0097 F 913.273.1493



1303 YUCCA ST. ▪ SCOTT CITY, KS 67871  
WWW.KLAENVIRO.COM

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FIVE-YEAR TERM PERMIT APPLICATION;  
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1700 E. IRON AVE. ▪ SALINA, KS 67401  
T 785.823.0097 F 913.273.1493



1303 YUCCA ST. ▪ SCOTT CITY, KS 67871  
WWW.KLAENVIRO.COM

August 20, 2021

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

Subject: Change Applications Pertaining to Water Right File Nos. 4,887; 10,639; 10,999; 22,121; 22,122; 29,614; 32,786; and 32,787; Five-Year Area Term Permit Application; and Two New Appropriation Applications for Midwest Feeders, Inc.

Dear Mr. Lewis:

The subject applications are enclosed for your consideration. These applications are submitted on behalf of the applicant, Midwest Feeders, Inc. KLA Environmental Services, Inc. assisted with the preparation of these applications.

Water for livestock consumption at Midwest Feeders, Inc. is currently supplied by ten wells. All stockwater wells discharge into an interconnected, pressurized pipe system that supplies water to the entire facility. The operation of the system is based upon variable livestock demand and the physical characteristics of the supply system.

Midwest Feeders, Inc. currently has a maximum permitted capacity of 74,000 head of beef cattle, with a plan to expand to a 104,000 head capacity. The water system for the new expansion is planned to be interconnected with the existing feedyard's pipeline system. Changes to the place of use as well as additional sources of stock water are needed to support this expansion and the project is contingent upon acquiring additional water rights that will provide a sufficient and stable water supply. The area for the proposed expansion is under contract for purchase, and documentation is included.

The maximum reasonable use for the expanded capacity is 1,747.424 acre-feet per year based upon a maximum unit consumption rate of 15 gallons/head/day. The facility has historically used less than the maximum unit consumption. During the period of

2012-2020, the facility used an average of 8.89 gallons/head/day with a maximum rate of 9.79 gallons/head/day during a year. To provide a safety factor of approximately 12.5% to the average historic use, calculations were made using a rate of 10 gallons/head/day. At this rate, annual use is calculated to be 1,164.950 acre-feet.

The total of all stockwater rights currently associated with the facility is 746.10 acre-feet per year. This implies a potential supply deficit of 418.850 acre-feet per year, based on historic use, or 1,001.324 acre-feet per year, based on the maximum reasonable consumption.

To successfully supply the existing feedyard and the new expansion, applications are being submitted in three portions.

### **Portion 1: Change Applications**

#### **Application for Change in Place of Use to File Nos. 4,887; 10,999; 32,786; and 32,787**

Midwest Feeders, Inc. has four water rights that are authorized solely for stockwatering purposes. The current place of use for all stockwatering rights is completely overlapped. It is requested to expand the place of use for File Numbers 4,887; 10,999; 32,786; and 32,787 to cover the entire facility, including the new expansion.

#### **Application for Change in Place of Use and Use Made of Water Pertaining to File Nos. 10,639; 22,121; 22,122; and 29,614**

Four dual use permits are proposed to provide a supplemental source of stockwater for Midwest Feeders, Inc. The authorized quantity would be reduced to the consumptive use level to ensure that consumptive use is not increased. The irrigation place of use would remain the same and the stockwater place of use would completely overlap that of the other change applications being submitted, which will supply stockwater to the existing feedyard and new expansion.

File No. 10,639 is currently authorized for stockwater use from a single well (ID 7) and a battery of wells (IDs 3, 4, and 6). Additionally, File No. 10,639 is authorized for irrigation use from a single well (ID 2). The irrigation point of diversion has stacked water rights with File Nos. 22,121 and 22,122. An application is included to change the irrigation point of diversion to dual irrigation and stockwater use with a quantity of 142.523 acre-feet per year under File No. 10,639.

File No. 22,121 is currently authorized to divert water for irrigation use from a single well (ID 2) which has stacked water rights including File Nos. 10,639 and 22,122. An application is included to change the irrigation point of diversion to dual irrigation and stockwater use with a quantity of 36.970 acre-feet per year under File No. 22,121. Additionally, another point of diversion (ID 3) is authorized to divert 112.0 acre-feet per year for stockwater purposes and 112.10 acre-feet per year for irrigation purposes. An application is included to change the irrigation portion to dual irrigation and stockwater use with a quantity of 100.105 acre-feet per year.

File No. 22,122 is currently authorized to divert water for stock use from two wells (IDs 2 and 5) and irrigation use from a single well (ID 2) which has stacked water rights including File Nos. 10,639 and 22,121. An application is included to change the irrigation point of diversion to dual irrigation and stockwater use with a quantity of 46.436 acre-feet per year under File No. 22,122.

File No. 29,614 is currently authorized to divert water for irrigation use from a single well (ID 9). An application is included to change the irrigation point of diversion to dual irrigation and stockwater use with a quantity of 97.337 acre-feet per year.

Authorization of these dual use permits for File Nos. 10,639; 22,121; 22,122; and 29,614 would provide a sufficient supplemental source of stockwater while retaining water for irrigation. Determination of the consumptive use quantity is based on the consumptive use factor from "Consumptive Use Percentages in Kansas, by County" as contained in K.A.R. 5-5-9(a) (1): Use of this map and the associated methodology appears to satisfy the requirements of K.A.R. 5-5-9. Calculations have been included with these applications.

### **Portion 2: Area Term Permit Application**

Flexibility in operation of the stockwater wells is necessary to provide a reliable supply of water for the feedyard. A Five-Year Term Permit is requested to encompass File Nos. 4,887; 10,639; 10,999; 22,121; 22,122; 29,614; 32,786; and 32,787 into a single group allotment of 1,169.471 AF. Under the term permit, it is requested that individual wells can be pumped in any quantity as long as the total annual quantity of water use does not exceed the total allotment. File No. 10,999 with a geocenter ID 3 will be held to a maximum annual quantity of 241 AF and a maximum rate of 150 gpm. File No. 10,999 with a geocenter ID 8 will be held to a maximum annual quantity of 267 AF and a maximum rate of 380 gpm. The total diversion rate of all wells will not exceed 800 gpm, nor will any single well exceed an 800 gpm diversion rate.

### **Portion 3: Dakota Formation New Appropriation Applications**

We determined that the areas in the vicinity of the proposed wells are within a groundwater management district. Preliminary discussions with Division of Water Resources staff (Mike Meyer) indicated that new appropriations within the Dakota formation may be available for this facility. These applications request new appropriations from this source of water.

We acknowledge the requirements for well spacing limitation for wells placed in confined aquifers and request guidance from your agency. To the best of our knowledge, there are no other wells that rely on the Dakota aquifer in the immediate vicinity of these applications. The likelihood of impairment of non-owned neighboring wells is minimal. We therefore request a waiver of the applicable provisions of K.A.R. 5-23-3a as it pertains to these applications.

The maximum reasonable quantity of water for stock use resulting from the proposed expansion is 1,747.424 AF under the provisions in K.A.R. 5-3-22. This indicates a potential deficit of 577.953 AF upon approval of the dual use applications. The requested quantity for the primary application (Test Hole 2) is 400.000 AF. To ensure a sufficient and stable water supply, a secondary application (Test Hole 5) is also being submitted for 100.000 AF. It is requested that the primary application be reviewed, and a final decision be reached, before reviewing the secondary application. Upon approval of the secondary application, it is requested that the primary application be reduced to 300.000 AF to maintain a total quantity of 400 AF.

An authorized rate of 410 gallons per minute is requested for the primary application and 300 gallons per minute for the secondary application. These rates are sufficient to produce the requested quantity in a reasonable period of time.

We searched the *Water Well Completion Records (WWC5) Database* and the *Water Information Management and Analysis System (WIMAS) Program* operated by the Kansas Geological Survey and the Division of Water Resources and found no evidence of active wells, including no domestic wells, within 1/2 mile of the proposed wells associated with these applications. Midwest Feeders, Inc. owns all of Section 19 T24S R28W and Section 25 T24S R29W. Midwest Feeders, Inc. also owns all active wells in Section 24 T24S R29W.

Approval of these applications are critical to supplying water to the expanded headcount. Please process these applications as quickly as possible to ensure a sufficient supply of water for the cattle. Upon approval of the change applications, area term permit, and new appropriation applications, it is requested that the existing Water Conservation Area be dismissed.

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

Respectfully,



Craig Griswold, I.E.  
[cgriswold@klaenviro.com](mailto:cgriswold@klaenviro.com)  
cell: 660-292-0823

Enclosures

cc/enc: Jeff Sternberger, Midwest Feeders, Inc.

MIDWEST FEEDERS, INC.

SUMMARY OF FEES REQUIRED FOR WATER RIGHT CHANGE APPLICATIONS

WATER RIGHT FILE NO.	CHANGE REQUESTED	FEE
4,887	PLACE OF USE	\$ 200
10,639	PLACE OF USE	\$ 200
	USE MADE OF WATER	\$ 300
10,999	PLACE OF USE	\$ 200
22,121	PLACE OF USE	\$ 200
	USE MADE OF WATER	\$ 300
22,122	PLACE OF USE	\$ 200
	USE MADE OF WATER	\$ 300
29,614	PLACE OF USE	\$ 200
	USE MADE OF WATER	\$ 300
32,786	PLACE OF USE	\$ 200
32,787	PLACE OF USE	\$ 200
SUBTOTAL:		<b>\$ 2,800</b>

SUMMARY OF FEES REQUIRED FOR TERM PERMIT APPLICATION

WATER RIGHT FILE NO.	CHANGE REQUESTED	FEE
4,887; 10,639; 10,999; 22,121; 22,122; 29,614; 23,786; & 32,787	FIVE-YEAR TERM PERMIT FOR 1,169.471 AF	\$ 480
SUBTOTAL:		<b>\$ 480</b>

SUMMARY OF FEES REQUIRED FOR NEW WATER RIGHT APPROPRIATIONS

		FEE
TEST HOLE #2	NEW APPLICATION 400 AF	\$ 320
TEST HOLE #5	NEW APPLICATION 100 AF	\$ 200
SUBTOTAL:		<b>\$ 520</b>

TOTAL:	<b>\$ 3,800</b>
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Payment is mailed separately to KDA - DWR, 1320 Research Park Dr., Manhattan, KS 66502.  
Scanned check is included on the next page.