

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

- Place of Use
 Point of Diversion
 Use Made of Water

(Check one or more)

WATER RESOURCES
RECEIVED

SEP 27 2024

KS DEPT OF AGRICULTURE
1:48 pm ~~1:19 pm~~

File No. 40864

2. Name of applicant: HIGH PLAINS PONDEROSA DAIRY LLC

Address: 2042 V ROAD

City, State and Zip: PLAINS, KS 67869

Phone Number: (620) 563-9441 E-mail address: _____

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

Name of water use correspondent: SAME

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): TO CHANGE THE PLACE OF USE TO ADD THE CURRENT DAIRY PLACE OF USE TO SUPPLY WATER FOR STOCKWATER USE

The change(s) (was) (will be) completed by 2025 (Date)

For Office Use Only:							
F.O.	<u>4</u>	GMD	<u>3</u>	Meets K.A.R. 5-5-1	<input checked="" type="checkbox"/> YES / NO	Use	<u>STK</u>
Code	<u>CPH</u>			Fee \$	<u>200</u>	TR #	
Source	<u>G</u>	S	County	<u>ME</u>	By	<u>KJN</u>	Date
				Receipt Date	<u>9/27/2024</u>	Check #	<u>85793</u>

10/4/2024
KAnderson

SEP 27 2024

File No. 40864

4. The presently authorized place of use is:

Owner of Land — NAME: HIGH PLAINS PONDEROSA DAIRY LLC

KS DEPT OF AGRICULTURE

DAX & MICHELLE DITTRICH,
1038 CR 251 WEIMAR, TX 78956

ADDRESS: 2042 V ROAD, PLAINS, KS 67869

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	
28	33	30W									stock	water	use	in	E1/2				

List any other water rights that cover this place of use. **28,998; 40,864, 40,859 & 40,867 ***

Owner of Land — NAME: _____

ADDRESS: _____

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

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

(If there are more than two landowners, attach additional sheets as necessary.)

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

Owner of Land — NAME: HIGH PLAINS PONDEROSA DAIRY LLC

a) DAX & MICHELLE DITTRICH,
1038 CR 251 WEIMAR, TX 78956

ADDRESS: 2042 V ROAD, PLAINS, KS 67869

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
12	33	31W									stock	water	use	in	S1/2				
18	33	31W					stock	water	use	in	the	W1/2	&	SE1/4					
a) 28	33	30W									stock	water	use	in	E1/2				

List any other water rights that cover this place of use. **12332; 21974; 28998; 30777; 40861; 40864; 40859; 40867 & 45387 28,998; 40,864; 40,859 & 40,867 ***

Owner of Land — NAME: _____

ADDRESS: _____

Sec.	Twp.	Range	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
7	33	31W					stockwater use in S/2 *												

List any other water rights that cover this place of use. **12332; 21974; 28998; 30777; 40861; 40864; 40859; 40867 & 45387 28,998; 40,864; 40,859 & 40,867 ***

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

* LI/DWR

SEP 27 2024

File No. 40864

6. The presently authorized point(s) of diversion (is) (are) one well KS DEPT OF AGRICULTURE
(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 _____ Quarter of the _____ Quarter of the _____ Quarter of the _____
 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 the _____
 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 _____

9. **Presently authorized point of diversion:**
 One in the _____ Quarter of the _____ Quarter of the _____ Quarter of the _____
 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 the _____
 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 the _____
 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 the _____
 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. _____

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

SEP 27 2024

File No. 40864

KS DEPT OF AGRICULTURE

12. The presently authorized use of water is for STK purposes.
It is proposed that the use be changed to NO CHANGE purposes.

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

COMPLETE OVERLAP IN PLACE OF USE, NO INCREASE IN CONSUMPTIVE USE

APPLICATION WILL BE FILED IN THE FUTURE TO COMPLETELY OVERLAP WITH OTHER WATER RIGHTS IN THE NEAR
FUTURE AND FUTURE PLANNING

(Please show any calculations here.)

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

15. It is requested that the maximum rate of diversion of water be reduced to _____ gallons per minute (____ c.f.s.).

16. The application must include either a topographic map or detailed plat. A U.S. Geological Survey Topographic Map, scale 1:24,000, is available through the Kansas Geological Survey, 1930 Constant Avenue, University of Kansas, Lawrence, Kansas 66047-3726 (www.usgs.gov). 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 SOURCE OF SUPPLY OR LOCAL SOURCE OF SUPPLY

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.

NONE

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS AS NECESSARY

Any use of water that is not as authorized by the water right or permit to authorize water before the chief engineer approves this application is a violation of the Kansas Water Appropriation Act for which criminal or civil penalties may be assessed. Such violation is a class C misdemeanor, punishable by a fine not to exceed \$500 and/or a term of confinement not to exceed one month in the county jail. K.S.A. 82a-728(b). Civil penalties shall be not less than \$100 nor more than \$1,000 per violation. In the case of a continuing violation, each day such violation continues may be deemed a separate violation. In addition to these penalties the water right may be modified or suspended. K.S.A. 82a-737, as amended.

The application must be signed by all owners of the place of use authorized under the water right and his or her spouse, if married. Please indicate if there is no spouse. If land is being purchased under contract, the seller must sign as landowner until such time as the contract is completed.

In the event that all applicants cannot appear before one notary public, they may as necessary sign separate copies of the application before any notary public conveniently available to them. All copies signed in this manner shall be considered to be valid parts of the application.

If the request is signed on behalf of any Owner by someone with legal authority to do so (for example, an agent, one who has power of attorney, or an executor, executrix, conservator), it will be necessary to attach proper documents showing such authority.

I declare that I am an owner of the currently authorized place of use as identified herein, or that I represent all such owners and am authorized to make this application on their behalf, and declare further that the statements contained herein are true, correct, and complete. By filing this application I authorize the chief engineer to permanently reduce the quantity of water and/or rate of diversion as specified in sections 14 and 15 of this application.

Dated at Plains, Kansas, this 23rd day of Sept, 2024.

GW

(Owner)

(Spouse)

Greg Bethard

(Please Print)

(Please Print)

(Owner)

(Spouse)

(Please Print)

(Please Print)

(Owner)

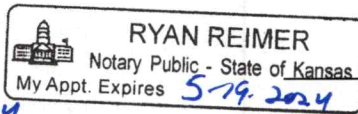
(Spouse)

(Please Print)

(Please Print)

State of Kansas)
County of Meade) SS

I hereby certify that the foregoing application was signed in my presence and sworn to before me this 23rd day of September, 2024.



Ryan Reimer

Notary Public

My Commission Expires 5-19-2024

FEE SCHEDULE

Each application to change the place of use, the point of diversion or the use made of the water under this section shall be accompanied by the application fee set forth in the schedule below:

- (1) Application to change a point of diversion 300 feet or less \$100
- (2) Application to change a point of diversion more than 300 feet \$200
- (3) Application to change the place of use \$200
- (4) Application to change the use made of the water \$300

Make check payable to **Kansas Department of Agriculture.**

WATER RESOURCES
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SEP 27 2024

KS DEPT OF AGRICULTURE



WATER RESOURCES
RECEIVED

SEP 27 2024

KS DEPT OF AGRICULTURE

10/21/2024

Water Resources
Received

Signature Page for Existing Change Application

KS Dept Of Agriculture

File No. 40864

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 Schulenburg, Texas, this 18th day of October, 2024.

[Signature]
(Owner)

[Signature]
(Spouse)

Dan Dittich
(Please Print)

Michelle Dittich
(Please Print)

(Owner)

(Spouse)

(Please Print)

(Please Print)

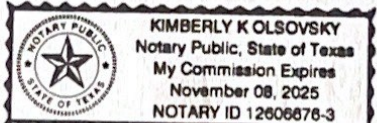
(Owner)

(Spouse)

(Please Print)

(Please Print)

State of Texas }
County of Fayette } SS



I hereby certify that the foregoing application was signed in my presence and sworn to before me this 18th day of October, 2024.

[Signature]
Notary Public

My Commission Expires 11/08/2025

PAID	FEE SCHEDULE	PAID
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 .		

Signature Page for Existing Change Application

File No. 40867

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 Schulenburg, Texas, this 18th day of October, 2024

[Signature]
(Owner)

[Signature]
(Spouse)

Dax Ditttrich
(Please Print)

Michelle Ditttrich
(Please Print)

(Owner)

(Spouse)

(Please Print)

(Please Print)

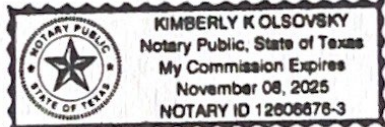
(Owner)

(Spouse)

(Please Print)

(Please Print)

State of Texas }
County of Fayette } SS

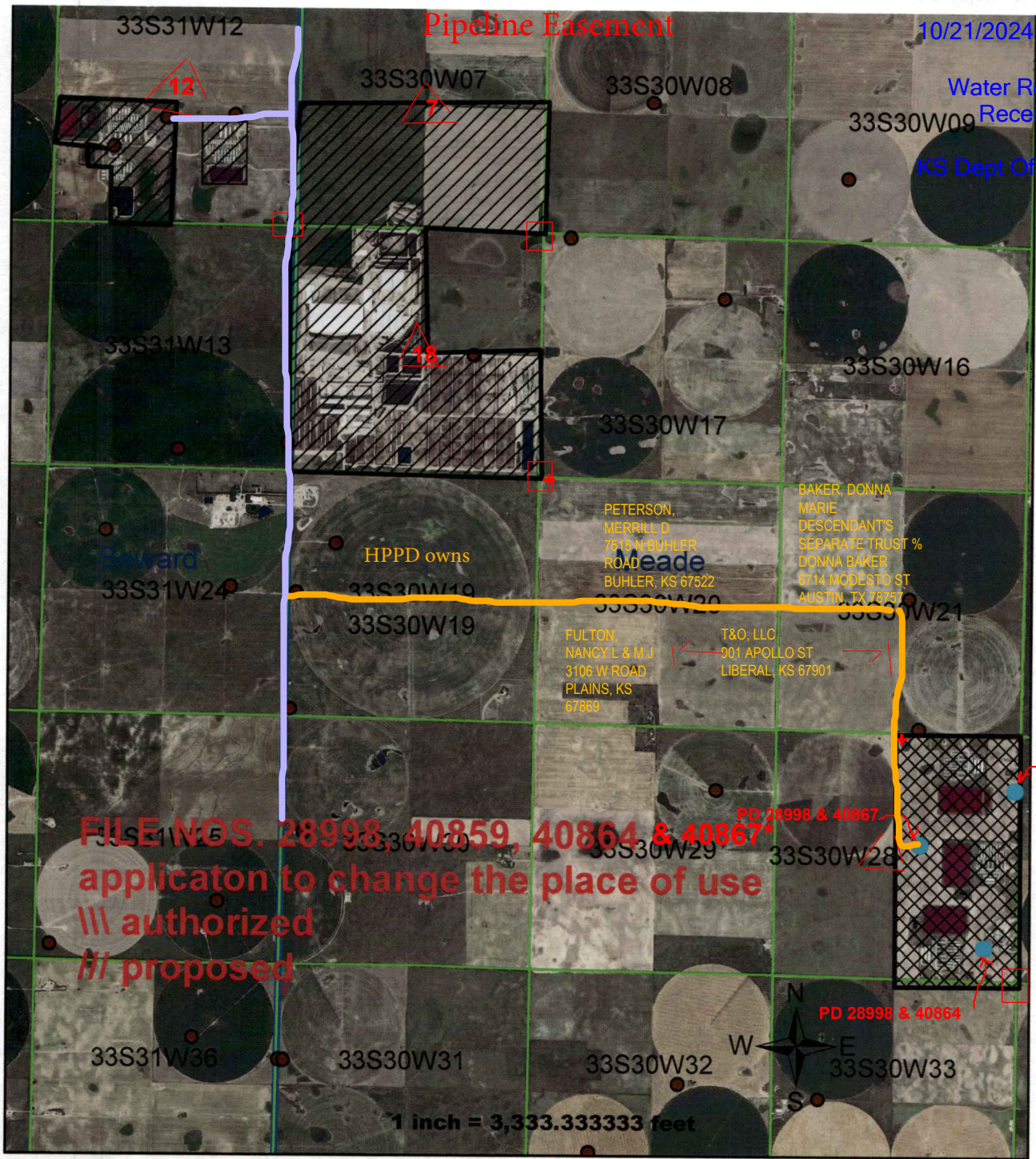


I hereby certify that the foregoing application was signed in my presence and sworn to before me this 18th day of October, 2024

[Signature]
Notary Public

My Commission Expires 11/08/2025

PAID		<u>FEE SCHEDULE</u>	PAID	
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				



10/21/2024
 Water Resources Received
 KS Dept Of Agriculture

FILE NOS. 28998, 40859, 40864 & 40867*
 applicaton to change the place of use
 \\\\ authorized
 \\\\ proposed

□ Southeast Corner of Section *

++++ Pipeline

— Existing water line to Dairy

— Water pipeline connecting section 28 to Dairy

* LI/DWR

WATER RESOURCES RECEIVED

SEP 27 2024

KS DEPT OF AGRICULTURE

PD 28998 & 40859 *

PD 28998 & 40864

10/21/2024

Water Resources
Received

KS Dept Of Agriculture

PIPELINE EASEMENT

THIS PIPELINE EASEMENT (this "Easement") is made effective the 16th day of April 16, 2024, by and between NANCY L. FULTON, an unmarried person ("Grantor"), and HIGH PLAINS PONDEROSA DAIRY, LLC ("HPPD"), P. O. Box 279, Plains, Kansas 67869.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, conveys, and warrants to HPPD, and its successors and assigns:

(a) a perpetual right-of-way and easement to survey, construct, reconstruct, operate, maintain, repair, protect, inspect, remove, replace, and test one twelve-inch (12") pipeline for (i) the transportation of manure and related effluent, and all related above and below ground appurtenances, and (ii) the transportation of water (the "Pipeline") in, on, over, under, across, and through the following described property located in Meade County, Kansas:

The North Twenty (20) Feet of the Southwest Quarter (SW/4) of Section 20, Township 33 South, Range 30 West of the 6th P.M.; and

(b) a perpetual easement and right-of-way across the Southwest Quarter (SW/4) of Section 20, Township 33 South, Range 30 West of the 6th P.M. for access to the Pipeline for the purposes set forth in "a" above

To have and to hold the same unto HPPD, its successors and assigns, forever; *provided, however*, that such easement shall expire upon permanent cessation of use for the purposes set forth above and abandonment of the same by HPPD, its successors and assigns.

Upon abandonment, HPPD, shall remove the said pipeline and shall bear all of the cost of removal and repair of the land. Removal shall occur within 6 months of the abandonment of the pipeline.

Grantor further grants, conveys, and warrants to HPPD, and its successors and assigns, a temporary easement and right-of-way for the construction of the Pipeline in, on, over, under, across, and through such of the Southwest Quarter (SW/4) of Section 20, Township 33 South, Range 30 West of the 6th P.M. as is reasonably necessary for such construction, reconstruction, maintenance, or replacement, to be limited to areas reasonably necessary for such construction, reconstruction, maintenance or replacement

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 16th day of April, 2024.

GRANTOR:

HPPD:

Nancy L. Fulton
Nancy L. Fulton

High Plains Ponderosa Dairy, LLC

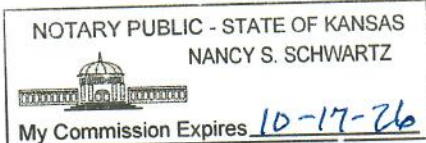
By: [Signature]
Name: Greg Bethard
Title: CEO

Acknowledgments

STATE OF KANSAS)
) ss.
COUNTY OF Seward)

On this 16th day of April, 2024, before me, the undersigned notary public, personally appeared Nancy L. Fulton, an unmarried person, known to me to be the person whose names are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



My commission expires: _____

[Signature]
Typed Name: Nancy S. Schwartz
Notary Public

Grantor reserves the right to cultivate, use, and occupy the property subject to the foregoing easement for any purpose consistent with the use of the easement granted herein that will not interfere with or endanger the Pipeline or HPPD's use of the easement.

HPPD agrees that the Pipeline will be constructed and maintained with at least forty-eight inches (48") of soil cover, measured from the top of the pipeline.

HPPD shall pay Grantor for actual physical damages to land and growing crops occasioned by any future installations, construction, reconstruction, maintenance, operation, alteration, protection, inspection, moving, replacement, testing, repair, change in size, upgrade or removal of the Pipeline.

In addition to the consideration paid for the easement, HPPD agrees to pay Grantor for any and all actual physical damages, including but not limited to fences and growing crops which arise from HPPD's use of the easement, except to the extent the damages are caused by the negligence, or willful misconduct of Grantor or anyone acting on Grantor's behalf.

HPPD agrees to indemnify and hold harmless Grantor from any claims or suits which may be asserted against Grantor arising out of HPPD's, its contractors', or its agents' negligence or willful misconduct in the use of the easement. Notwithstanding the foregoing, HPPD will not indemnify or hold Grantor harmless for any negligent acts or willful misconduct of Grantor, or Grantor's employees, agents, tenants, licensees, or invitees, regardless of fault.

Grantor warrants that Grantor is the sole fee owner of the property described herein and that Grantor has the authority to convey and grant the easement to HPPD. Grantor further agrees to defend, indemnify, and hold harmless HPPD, its successors and assigns from any and all claims disputing Grantor's legal right to convey and grant the easement to HPPD as well as all claims for payment or restitution for damages made by a third party. Grantor agrees to reimburse HPPD for its costs, including attorney's fees, in asserting or defending all claims made which dispute Grantor's legal right to convey the easement to HPPD.

This Easement may be assigned in whole or in part by HPPD with written notification to the landowner. Any assignee shall be bound to the same requirements and responsibilities as Grantee.

This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns.

This Easement is governed by the laws of the State of Kansas.

This Easement includes the entire agreement of Grantor and HPPD, and may not be contradicted by any prior or contemporaneous oral agreement.

[signatures and acknowledgments on following page]

10/21/2024

Water Resources
Received

KS Dept Of Agriculture

STATE OF KANSAS)
) ss.
COUNTY OF Meade)

On this 20th day of
April , 2024, before me, the undersigned notary public, personally appeared Greg Bethard,
CEO of High Plains Ponderosa Dairy, LLC, a Kansas limited liability company, and
acknowledged that he executed the same on behalf of said company.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 5-19-2024

Ryan Reimer
Typed Name: Ryan Reimer
Notary Public



10/21/2024

Water Resources
Received

KS Dept Of Agriculture

PIPELINE EASEMENT

THIS PIPELINE EASEMENT (this "Easement") is made effective the 8 day of January 9, 2024, by and between T&O, LLC, a Kansas limited liability company ("Grantor"), and HIGH PLAINS PONDEROSA DAIRY, LLC ("HPPD"), P. O. Box 279, Plains, Kansas 67869.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, conveys, and warrants to HPPD, and its successors and assigns:

(a) a perpetual right-of-way and easement to survey, construct, reconstruct, operate, maintain, repair, protect, inspect, remove, replace, and test one or more pipelines for (i) the transportation of manure and related effluent, and all related above and below ground appurtenances, and (ii) the transportation of water (the "Pipelines") in, on, over, under, across, and through the following described property located in Meade County, Kansas:

The North Twenty (20) Feet of the Southeast Quarter (SE/4) of Section 20, Township 33 South, Range 30 West of the 6th P.M.; and

The North Twenty (20) Feet and the East Twenty (20) Feet of the Southwest Quarter (SW/4) of Section 21, Township 33 South, Range 30 West of the 6th P.M.; and

(b) a perpetual easement and right-of-way across the Southeast Quarter (SE/4) of Section 20 and the Southwest Quarter (SW/4) of Section 21, Township 33 South, Range 30 West of the 6th P.M. for access to the Pipelines for the purposes set forth in "a" above.

To have and to hold the same unto HPPD, its successors and assigns, forever; *provided, however*, that such easements shall expire upon permanent cessation of use for the purposes set forth above and abandonment of the same by HPPD, its successors and assigns.

Grantor further grants, conveys, and warrants to HPPD, and its successors and assigns, a temporary easement and right-of-way for the construction of the Pipelines in, on, over, under, across, and through such of the Southeast Quarter (SE/4) of Section 20 and the Southwest

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KS Dept Of Agriculture

Quarter (SW/4) of Section 21, Township 33 South, Range 30 West of the 6th P.M. as is reasonably necessary for such construction, reconstruction, or replacement.

Grantor reserves the right to cultivate, use, and occupy the property subject to the foregoing easements for any purpose consistent with the use of the easements granted herein that will not interfere with or endanger the Pipelines or HPPD's use of the easements.

HPPD agrees that the Pipelines will be constructed with at least thirty-six inches (36") of soil cover.

HPPD shall pay Grantor for actual physical damages to land and growing crops occasioned by any future installations, construction, reconstruction, maintenance, operation, alteration, protection, inspection, moving, replacement, testing, repair, change in size, upgrade or removal of the Pipeline.

In addition to the consideration paid for the easements, HPPD agrees to pay Grantor for any and all actual physical damages, including but not limited to fences and growing crops which arise from HPPD's use of the easements, except to the extent the damages are caused by the negligence, or willful misconduct of Grantor or anyone acting on Grantor's behalf.

HPPD agrees to indemnify and hold harmless Grantor from any claims or suits which may be asserted against Grantor arising out of HPPD's, its contractors', or its agents' negligence or willful misconduct in the use of the easements. Notwithstanding the foregoing, HPPD will not indemnify or hold Grantor harmless for any negligent acts or willful misconduct of Grantor, or Grantor's employees, agents, tenants, licensees, or invitees, regardless of fault.

Grantor warrants that Grantor is the sole fee owner of the property described herein and that Grantor has the authority to convey and grant the easements to HPPD. Grantor further agrees to defend, indemnify, and hold harmless HPPD, its successors and assigns from any and all claims disputing Grantor's legal right to convey and grant the easements to HPPD as well as all claims for payment or restitution for damages made by a third party. Grantor agrees to reimburse HPPD for its costs, including attorney's fees, in asserting or defending all claims made which dispute Grantor's legal right to convey the easements to HPPD.

This Easement may be assigned in whole or in part by HPPD.

This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns.

This Easement is governed by the laws of the State of Kansas.

This Easement includes the entire agreement of Grantor and HPPD, and may not be contradicted by any prior or contemporaneous oral agreement.

[signatures and acknowledgments on following page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 9th day of Jan, 2024.

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GRANTOR:

HPPD:

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T&O, LLC

High Plains Ponderosa Dairy, LLC

KS Dept Of Agriculture

By: T.O, LLC
Name: Tom Willis - Jamboree
Title: MANAGER

By: [Signature]
Name: Greg Bethard
Title: CEO

Acknowledgments

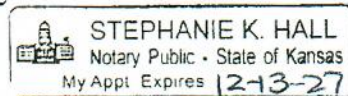
STATE OF KANSAS)
) ss.
COUNTY OF Seward)

On this 9th day of January, 202~~3~~⁴, before me, the undersigned notary public, personally appeared Tom Willis, Manager of T&O, LLC, a Kansas limited liability company, and acknowledged that he executed the same on behalf of said company.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 12-13-2027

[Signature]
Typed Name: Stephanie K. Hall
Notary Public



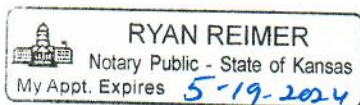
STATE OF KANSAS)
) ss.
COUNTY OF Meade)

On this 10th day of January, 202~~3~~⁴, before me, the undersigned notary public, personally appeared Greg Bethard, CEO of High Plains Ponderosa Dairy, LLC, a Kansas limited liability company, and acknowledged that he executed the same on behalf of said company.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 5-19-2024

[Signature]
Typed Name:
Notary Public



CHANGE IN PLACE OF USE
WATER RIGHT, FILE NOS. 28,898; 40,859; 40,864 & 40,867



Parcel Summary (For [Full Report click here](#))

[View Multi-Parcel Report](#)

Parcel ID : 060168280000001010
Owner Name : DITTRICH, DAX
Location : 23179 5 RD, Plains, KS 67869.
Boundary Desc : S28 , T33 , R30 , ACRES 306.0 , E2
LESS TR IN SE4 & R/W.

Owner Information

Owner : DITTRICH, DAX
Mailing Address : 1038 CR 251 WEIMAR, TX 78956

Property Details

Property Type : Farm Homesite
Property Status : Active
Taxing Unit : 038
Neighborhood Code : 419

[Building Sketch](#)

[Google Map Street View](#)

[Bing Maps View](#)

Zoom to Full Report Clear Multi Report

ZIP Code™ by Address

You entered:

1038 CR 251
WEIMAR TX

If more than one address matches the information provided, try narrowing number. **Edit and search again.**

1038 COUNTY ROAD 251
WEIMAR TX **78962-4411**
