

Kansas Department of Agriculture
Division of Water Resources
PERMIT OF NEW APPLICATION WORKSHEET

1. File Number: <p style="text-align: center;">49,995</p>	2. Status Change Date: <p style="text-align: center;">7/26/2018</p>	3. Field Office: <p style="text-align: center;">02</p>	4. GMD: <p style="text-align: center;">0</p>
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5. Status: Approved Denied by DWR/GMD Dismiss by Request/Failure to Return

6. Enclosures: Check Valve N of C Form Water Tube Driller Copy Meter

<p>7a. Applicant(s) New to system <input checked="" type="checkbox"/></p> <p style="text-align: right;">Person ID 38760 Add Seq# <u>21</u></p> <p style="text-align: center; font-size: 1.2em;">Name Chg</p> <p>CORNEJO & SONS LLC 2060 E TULSA PO BOX 16204 WICHITA KS 67216</p>	<p>7c. Landowner(s) New to system <input type="checkbox"/></p> <p style="text-align: right;">Person ID _____ Add Seq# _____</p>
<p>7b. Landowner(s) New to system <input type="checkbox"/></p> <p style="text-align: right;">Person ID _____ Add Seq# _____</p> <p>7a.</p>	<p>7d. Misc. New to system <input type="checkbox"/></p> <p style="text-align: right;">Person ID _____ Add Seq# _____</p>

<p>8. WUR Correspondent New to system <input type="checkbox"/></p> <p style="text-align: right;">Person ID _____ Add Seq# _____</p> <p>Overlap File (s) WUC Notarized WUC Form <input type="checkbox"/></p> <p>Agree <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>7a.</p>	<p>9. Use of Water: Changing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Surface Water</p> <p><input type="checkbox"/> IRR <input type="checkbox"/> REC <input type="checkbox"/> DEW <input type="checkbox"/> MUN</p> <p><input type="checkbox"/> STK <input type="checkbox"/> SED <input type="checkbox"/> DOM <input type="checkbox"/> CON</p> <p><input type="checkbox"/> HYD DRG <input type="checkbox"/> WTR PWR <input type="checkbox"/> ART RECHRG</p> <p><input checked="" type="checkbox"/> IND SIC: 9994 1442 <input type="checkbox"/> OTHER: _____</p>
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10. Completion Date: 12/31/2022 11. Perfection Date: 12/31/2038 12. Exp Date: _____

13. Conservation Plan Required? Yes No Date Required: _____ Date Approved: _____ Date to Comply: _____

14. Water Level Measuring Device? Yes No Date to Comply: _____ Date WLMD Installed: _____

Company name needs to have LLC not INC

Date Prepared: **5/17/2018** By: **DWS**
Date Entered: **7/30/2018** By: **UM**

File No. **49,995** 15. Formation Code: **113** Drainage Basin: **Arkansas River** County: **SG** Special Use: Stream:

16. Points of Diversion														
MOD	DEL	ENT	PDIV	Qualifier	S	T	R	ID	'N	'W				
√				86223	SW	NE	SW	35	26	1W	8	1586	3800	(Pit Geo-Ctr)
NOTE: (SAND AND GRAVEL PROJECT PERMIT)														
New Proj ID Active														
181 IND														
Ind Evap														

17. Rate and Quantity				
Authorized		Additional		
Rate gpm	Quantity af	Rate gpm	Quantity af	Overlap PD Files
NE	203.3	NE	203.3	49,868*

18. Storage: Rate _____ NF Quantity _____ ac/ft Additional Rate _____ NF Additional Quantity _____ ac/ft

19. Limitation: _____ af/yr at _____ gpm (_____ cfs) when combined with file number(s) _____
 Limitation: _____ af/yr at _____ gpm (_____ cfs) when combined with file number(s) _____

20. Meter Required? Yes No To be installed by _____ Date Acceptable Meter Installed _____

21. Place of Use	NE¼				NW¼				SW¼				SE¼				Total	Owner	Chg? NO	Overlap Files
	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼				
MOD 61521 35 26 1W 5	PROJECT PERMIT - 122 AC GROUNDWATER PIT (W2)																7a.	NO	47,635-D2 & 49,868*	

Comments: **Enter in Action Trail: S & G Project Permit**
***FILE NOS. 47,635-D2 AND 49,868 TO BE VOLUNTARILY DISMISSED.**

KANSAS DEPARTMENT OF AGRICULTURE
Division of Water Resources

M E M O R A N D U M

TO: Files

DATE: May 17, 2018

FROM: Doug Schemm

RE: Application, File Nos. 49,995 and 49,868;
and Appropriation of Water, File Nos. 46,003-D2
and 47,635-D2

The referenced applications were filed by Cornejo and Sons to appropriate groundwater for industrial use to cover natural evaporative loss from the surface of a groundwater pit. File No. 47,635-D2 is currently authorized to cover natural evaporative loss from a portion of this same groundwater pit. The pit is located in the West Half of Section 35, in Township 26 South, Range 1 West, Sedgwick County, Kansas. The applicant has signed the application stating they have legal access to the point of diversion. The proposed point of diversion **is not located** within the boundaries of Equus Beds Groundwater Management District No. 2. This sand and gravel project has been planned for many years and involves a complex series of events and offset water. Each of the files is briefly described below.

Appropriation of Water, File No. 46,003-D2

Appropriation of Water, File No. 46,003-D2 is currently in "offset status" and it is providing the quantity of water required to offset the water requested for evaporation under File No. 49,995. File No. 46,003-D2 has an authorized quantity of 216 acre-feet, and will not be exercised after February 1, 2011. Appropriation of Water, File No. 46,003-D2 is located approximately two miles (10,600 feet) from the proposed geographic center of the sand and gravel pit, in the same source of water supply (Arkansas River alluvium), and thus complies with K.A.R. 5-13-8. File No. 47,635 was approved for 130 acre-feet of the 216 acre-feet authorized under File No. 46,003-D2, leaving 86 acre-feet of "offset" water. This 86 acre-feet of offset water would be available for future offsets in the local area, as needed. The applicant has provided a Real Estate Purchase Agreement with Fly High Inc. who was the owner of File No. 46,003-D2 and this Riverside property where the pit is located. The agreement states that the Seller (Fly High Inc.) currently possesses water rights to 122 acres which the parties shall work together to transfer to Purchaser (Cornejo & Sons, LLC). An exposed groundwater pit of 122 acres would require 203.3 acre-feet of water to offset evaporation (122 acres x 20" / 12). The dismissal of File No. 47,635-D2 frees up 125 acre-feet, the additional pit size of 47 acres (122 acres - 75 acres) would require an additional 78.3 acre-feet of water. As noted above, there is 86 acre-feet of off-set water available from 46,003-D2, so there is sufficient water for this requested quantity.

Appropriation of Water, File No. 47,635-D2

Appropriation of Water, File No. 47,635-D2 is currently authorized 125 acre-feet to cover 75 acres of the same groundwater pit that is proposed under File No. 49,995. Note that time to complete the diversion works under this file expired on December 31, 2017. The owner did not submit a Notice of Completion of Diversion Works form, nor a request for an extension. After further discussion, it was agreed that File No. 47,635-D2 should be voluntarily dismissed, upon the approval of File No. 49,995, which essentially replaces it. A "Voluntary Waiver of Hearing & Dismissal of Water Right" form was received in our office on February 20, 2018. Please note that File No. 47,635-D2 also has a pending point of diversion and place of use change application that will be dismissed along with this file.

Application, File No. 49,868

Application, File No. 49,868 was filed to cover the evaporation from the remainder of the 122-acre pit not currently authorized under File No. 47,635-D2. Evaporation from a 122 acres of groundwater (122 acres x 20" / 12) = 203.3 acre-feet of water. File No. 47,635-D2 is authorized 125 AF, so File No. 49,868 was filed for the difference of 78.3 acre-feet. Please note that this file was not filed as a Project Permit. After further discussion, it was agreed that File No. 49,868 should be voluntarily dismissed, upon the approval of File No. 49,995, which essentially replaces it. A "Voluntary Dismissal of and Application for Permit to Appropriate Water" form was received in our office on February 20, 2018.

Application, File No. 49,995

Application, File No. 49,995 was filed to cover the evaporation from the entire 122-acre pit and is requesting 203.3 acre-feet of water. This file is designed to replace both File Nos. 47,635-D2 and 49,868 and make this a much less complex project. Please NOTE: This application was filed for a **Project Permit** for a proposed sand and gravel pit located west of the 18 inch evaporation line. Approval of this permit will authorize net evaporation as the primary use, and hydraulic dredging and sand washing as secondary uses of water if such secondary uses are located within the same source of supply and are associated with the operation (i.e. no related term permits are required for these activities). Any secondary uses must use water in a manner in which there is no significant net consumptive use. The point of diversion is the geographic center of the groundwater pit.

The proposed point of diversion for the groundwater pit is located within the Arkansas River alluvial aquifer, and a safe yield analysis shows that the aquifer is fully appropriated within the 2-mile radius circle. However, K.A.R. 5-13-5 provides for approval of pit operations that are newly excavated or expanded after the effective date of this regulation and that have a substantial adverse impact on the area groundwater supply if they comply with specific conditions. These conditions include the approval of a new permit, the approval of a change in point of diversion, place of use, and the use made of water, **or acquire a water right and take it out of production to offset the net average annual evaporation** caused by exposing the groundwater table.

K.A.R. 5-13-7 establishes the specific criteria for ensuring that the net average annual quantity of groundwater evaporation is authorized, accounted for, or offset. K.A.R. 5-13-7(d) allows evaporation from a groundwater pit to be offset by acquiring a water right meeting specific criteria, and restricting the future use of this water right to ensure it will no longer be exercised. As noted above, Appropriation of Water, File No. 46,003-D2, is in "offset status" and will be used to offset the quantity of water requested for evaporation. Appropriation of Water, File No. 46,003-D2 has an authorized quantity of 216 acre-feet, is in good standing, and will not be exercised after February 1, 2011. This appropriation was also for industrial use at a different sand and gravel pit, so consumptive use will not change. The authorized quantity under Appropriation of Water, File No. 46,003-D2 is sufficient to offset the requested appropriation of 203.3 acre-feet. Appropriation of Water, File No. 46,003-D2 is located approximately two miles (10,600 feet) from the proposed geographic center of the sand pit, in the same source of water (Arkansas River alluvium), and thus complies with K.A.R. 5-13-8.

The dismissal of File No. 47,635-D2 will "free-up" its authorized quantity of 125 acre-feet of water. **NOTE:** File No. 47,635-D1 has accounted for 5 acre-feet of the 216 acre-feet of the offset water under File No. 46,003-D2, and it will remain in place. So of the original 216 acre-feet of "off-set" water, 5 acre-feet is currently accounted for, and File No. 49,995 is requesting 203.3 acre-feet for a total of 208.3 acre-feet. Therefore, Appropriation of Water, File No. 46,003-D2, will have a remaining quantity of only 7.7 acre-feet of "offset" water, after approval of File No. 49,995.

Cornejo and Sons - Memorandum

File Nos. 46,003-D2; 47,635-D2; 49,868; and 49,995

Page 3

There are no wells located within one-half mile of the geographic center of the sand pit according to the WRIS database, but there are two existing groundwater pits with geographic centers that are located less than ½ mile. The applicant did not identify any wells within one-half mile. Since natural evaporation does not create a cone of depression in the water table, the area is heavily developed for industrial use already with multiple nearby groundwater pits, and any possible well is over 1,500 feet away, it was determined that nearby well owner letters were not necessary. The applicant published a Public Notice in The Wichita Eagle newspaper that ran on 3 consecutive weeks beginning 3/23/2018 and ending on 4/6/2018. No responses of any kind were received.

In an e-mail message, dated May 15, 2018, Jeff Lanterman, Water Commissioner of the Stafford Field Office, indicated he had no objection to the approval of the referenced application, in conjunction with the dismissal of File Nos. 47,635-D2 and 49,868.

Based on the above discussion, the offset water provided under Appropriation of Water, File No. 46,003-D2 will provide sufficient water to cover evaporation from the proposed sand pit, and approval will not impair senior water rights, it is recommended that the referenced new application, File No. 49,995 be approved, in conjunction with the dismissal of Appropriation of Water, File Nos. 47,635-D2 and 49,868.

Douglas W. Schemm
Environmental Scientist
Topeka Field Office

STATE OF KANSAS

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



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

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

July 31, 2018

FILE COPY

CORNEJO & SONS LLC
2060 E TULSA
PO BOX 16204
WICHITA KS 67216

RE: Sand and Gravel Project Permit, Appropriation of Water, File No. 49,995;
Appropriation of Water, File No. 47,635-D2; and Application, File No. 49,868

Dear Sir or Madam:

There is enclosed a permit (File No. 49,995) to appropriate water authorizing you to proceed with construction of the proposed diversion works (except those dams and stream obstructions regulated by K.S.A. 82a-301 through 305a), to divert such unappropriated water as may be available from the source and at the location specified in the permit, and to use it for the purpose and at the location described in the permit. Your attention is directed to the enclosures and to the terms, conditions, and limitations specified in this permit. Failure to notify the Chief Engineer of the Division of Water Resources of the completion of the diversion works within the time allowed, or within any authorized extension of time thereof, will result in the dismissal of this permit. Enclosed is a form which may be used to notify the Chief Engineer that the proposed diversion works have been completed.

All requests for extensions of time to complete diversion works, or to perfect appropriations, must be submitted to the Chief Engineer before the expiration of time originally set forth in the permit to complete diversion works or to perfect an appropriation. If for any reason, you require an extension of time, you must request it before the expiration of time set forth in this permit. Failure to comply with this regulation will result in the dismissal of your permit or your water right. Any request for an extension of time shall be accompanied by the required statutory fee, which is currently \$100.00. There is also enclosed an information sheet setting forth the procedure to obtain a Certificate of Appropriation which will establish the extent of your water right.

The approval of your Project Permit Application serves to authorize net evaporation as the primary use, and hydraulic dredging and sand washing as secondary uses of water if such secondary uses are located within the same source of supply and are associated with the operation. Any secondary uses shall use water in a manner in which there is no significant net consumptive use.

In addition, enclosed is the Findings and Order by the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, dismissing Appropriation of Water, File No. 47,635-D2 as requested in the "Voluntary Waiver of Hearing & Dismissal of Water Right" form received in our office on February 20, 2018. Appropriation of Water, File No. 49,995 essentially replaces this dismissed file.

Cornjeo & Sons LLC
Page 2

Finally, enclosed is the Findings and Order by the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, dismissing Application, File No. 49,868, as you requested in the "Voluntary Dismissal of an Application for Permit to Appropriate Water" form received in our office on February 20, 2018. Appropriation of Water, File No. 49,995 essentially replaces this dismissed file also.

If you have any questions, please contact our office. If you wish to discuss a specific file, please have the file number ready so that we may help you more efficiently.

Sincerely,



Kristen A. Baum
New Application Unit Supervisor
Water Appropriation Program

KAB:dws
Enclosures

pc: Stafford Field Office



KANSAS DEPARTMENT OF AGRICULTURE
Jackie McClaskey, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David W. Barfield, Chief Engineer

**APPROVAL OF APPLICATION
and
PERMIT TO PROCEED**

(This Is Not a Certificate of Appropriation)

This is to certify that I have examined Application, **File No. 49,995** of the applicant

**CORNEJO & SONS LLC
2060 E TULSA
PO BOX 16204
WICHITA KS 67216**

for a permit to appropriate water for beneficial use, together with the maps, plans and other submitted data, and that the application is hereby approved and the applicant is hereby authorized, subject to vested rights and prior appropriations, to proceed with the construction of the proposed diversion works (except those dams and stream obstructions regulated by K.S.A. 82a-301 through 305a, as amended), and to proceed with all steps necessary for the application of the water to the approved and proposed beneficial use and otherwise perfect the proposed appropriation subject to the following terms, conditions and limitations:

1. That the priority date assigned to such application is **February 20, 2018**.
2. That the water sought to be appropriated shall be used for industrial use for evaporative loss from a sand and gravel pit with a projected surface area not to exceed 122 acres located in the West Half (W½) of Section 35, Township 26 South, Range 1 West, Sedgwick County, Kansas.
3. That the authorized source from which the appropriation shall be made is groundwater from the alluvial aquifer, to be withdrawn by means of a sand and gravel pit with a projected geographic center located in the Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SW¼ NE¼ SW¼) of Section 35, more particularly described as being near a point 1,586 feet North and 3,800 feet West of the Southeast corner of said section, in Township 26 South, Range 1 West, Sedgwick County, Kansas, located substantially as shown on the topographic map accompanying the application.
4. That the appropriation sought shall be limited to a maximum diversion rate not in excess of **natural evaporation** and to a quantity not to exceed **203.3 acre-feet** of water for any calendar year, from a groundwater surface area exposure not to exceed 122 acres.
5. That installation of works for diversion of water shall be completed on or before **December 31, 2022** or within any authorized extension thereof. The applicant shall notify the Chief Engineer and pay the statutorily required field inspection fee of \$200.00 when construction of the works has been completed. Failure to timely submit the notice and the fee will result in revocation of the permit. Any request for an extension of time shall be submitted prior to the expiration of the deadline and shall be accompanied by the required statutory fee of \$100.00.
6. That the proposed appropriation shall be perfected by the actual application of water to the proposed beneficial use on or before **December 31, 2038** or any authorized extension thereof. Any request for an extension of time shall be submitted prior to the expiration of the deadline and shall be accompanied by the required statutory fee of \$100.00.

7. That the applicant shall not be deemed to have acquired a water appropriation for a quantity in excess of the amount approved herein nor in excess of the amount found by the Chief Engineer to have been actually used for the approved purpose during one calendar year subsequent to approval of the application and within the time specified for perfection or any authorized extension thereof.

8. That the use of water herein authorized shall not be made so as to impair any use under existing water rights nor prejudicially and unreasonably affect the public interest.

9. That the right of the appropriator shall relate to a specific quantity of water and such right must allow for a reasonable raising or lowering of the static water level and for the reasonable increase or decrease of the streamflow at the appropriator's point of diversion.

10. That this permit does not constitute authority under K.S.A. 82a-301 through 305a to construct any dam or other obstruction; nor does it grant any right-of-way, or authorize entry upon or injury to, public or private property.

11. That the applicant shall maintain accurate and complete records from which the quantity of water diverted during each calendar year may be readily determined and the applicant shall file an annual water use report with the Chief Engineer by March 1 following the end of each calendar year. Failure to file the annual water use report by the due date shall cause the applicant to be subject to a civil penalty.

12. That no water user shall engage in nor allow the waste of any water diverted under the authority of this permit.

13. That failure without cause to comply with provisions of the permit and its terms, conditions and limitations will result in the forfeiture of the priority date, revocation of the permit and dismissal of the application.

14. That the right to appropriate water under authority of this permit is subject to any minimum desirable streamflow requirements identified and established pursuant to K.S.A. 82a-703c for the source of supply to which this water right applies.

15. That the groundwater pit shall be constructed, maintained, and operated in a manner that will prevent degradation to the water quality of the source of supply, which could cause impairment to existing water rights.

RIGHT TO A HEARING AND TO ADMINISTRATIVE REVIEW

If you are aggrieved by this Order, then pursuant to K.S.A. 82a-1901, you may:

- 1) request an evidentiary hearing before the Chief Engineer, or
- 2) request administrative review by the Secretary of Agriculture.

Failure to request an evidentiary hearing before the Chief Engineer does not preclude your right to administrative review by the Secretary. To obtain an evidentiary hearing before the Chief Engineer, a written request for hearing must be filed within 15 days after service of this Order as provided in K.S.A. 77-531 (**i.e., within a total of 18 days after this Order was mailed to you**), with: Kansas Department of Agriculture, Attn: Legal Section, 1320 Research Park Drive, Manhattan, Kansas 66502, FAX (785) 564-6777.

THE STATE OF KANSAS



Project Permit

KANSAS DEPARTMENT OF AGRICULTURE
Jackie McClaskey, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David W. Barfield, Chief Engineer

APPLICATION COMPLETE
5/16/18
Reviewer KAB For DWS

File Number 49995
This item to be completed by the Division of Water Resources.

Water Resources
Received

APPLICATION FOR PERMIT TO
APPROPRIATE WATER FOR BENEFICIAL USE

Filing Fee Must Accompany the Application
(Please refer to Fee Schedule attached to this application form.)

FEB 20 2018
1:41
KS Dept Of Agriculture

To the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture,
1320 Research Park Drive, Manhattan, Kansas 66502.

1. Name of Applicant (Please Print): CORNEJO & SONS INC. L.L.C.
Address: 2060 E. TULSA PO BOX 16204
City: WICHITA State KS Zip Code: 67216
Telephone Number: (316) 201-1681

2. The source of water is: surface water in _____ (stream)
OR groundwater in ARKANSAS RIVER (drainage basin)

Certain streams in Kansas have minimum target flows established by law or may be subject to administration when water is released from storage for use by water assurance district members. If your application is subject to these regulations on the date we receive your application, you will be sent the appropriate form to complete and return to the Division of Water Resources.

Offset water provided by senior file and File No. 46,003-D2.

3. The maximum quantity of water desired is 203.3 acre-feet OR _____ gallons per calendar year, to be diverted at a maximum rate of NE gallons per minute OR _____ cubic feet per second.

Once your application has been assigned a priority, the requested maximum rate of diversion and maximum requested quantity of water under that priority number can **NOT** be increased. Please be certain your requested maximum rate of diversion and maximum quantity of water are appropriate and reasonable for your proposed project and are in agreement with the Division of Water Resources' requirements.

4. The water is intended to be appropriated for (Check use intended):
(a) Artificial Recharge (b) Irrigation (c) Recreational (d) Water Power
(e) Industrial (f) Municipal (g) Stockwatering (h) Sediment Control
(i) Domestic (j) Dewatering (k) Hydraulic Dredging (l) Fire Protection
(m) Thermal Exchange (n) Contamination Remediation

YOU **MUST** COMPLETE AND ATTACH ADDITIONAL DIVISION OF WATER RESOURCES FORM(S) PROVIDING INFORMATION TO SUBSTANTIATE YOUR REQUEST FOR THE AMOUNT OF WATER FOR THE INTENDED USE REFERENCED ABOVE.

For Office Use Only:
F.O. 2 GMD Meets K.A.R. 5-3-1 (YES / NO) Use IND Source S County SG By AW Date 2/20/18
Code REG REZ Fee \$ 500 TR # _____ Receipt Date 2/20/18 Check # 10516

\$200 Applied from File #49,868

SCANNED
3/8/2018 LCM

5. The location of the proposed wells, pump sites or other works for diversion of water is:

Note: For the application to be accepted, the point of diversion location must be described to at least a 10 acre tract, unless you specifically request a 60 day period of time in which to locate the site within a specifically described, minimal legal quarter section of land.

(A) One in the SW quarter of the NE quarter of the SW quarter of Section 35, more particularly described as being near a point 1586 feet North and 3800 feet West of the Southeast corner of said section, in Township 26 South, Range 1 WEST, SEDGWICK County, Kansas. **(PIT GEO CTR)**

(B) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, more particularly described as being near a point _____ feet North and _____ feet West of the Southeast corner of said section, in Township _____ South, Range _____ East/West (circle one), _____ County, Kansas.

(C) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, more particularly described as being near a point _____ feet North and _____ feet West of the Southeast corner of said section, in Township _____ South, Range _____ East/West (circle one), _____ County, Kansas.

(D) One in the _____ quarter of the _____ quarter of the _____ quarter of Section _____, more particularly described as being near a point _____ feet North and _____ feet West of the Southeast corner of said section, in Township _____ South, Range _____ East/West (circle one), _____ County, Kansas.

If the source of supply is groundwater, a separate application shall be filed for each proposed well or battery of wells, except that a single application may include up to four wells within a circle with a quarter (1/4) mile radius in the same local source of supply which do not exceed a maximum diversion rate of 20 gallons per minute per well.

A battery of wells is defined as two or more wells connected to a common pump by a manifold; or not more than four wells in the same local source of supply within a 300 foot radius circle which are being operated by pumps not to exceed a total maximum diversion rate of 800 gallons per minute and which supply water to a common distribution system.

6. The owner of the point of diversion, if other than the applicant is (please print):

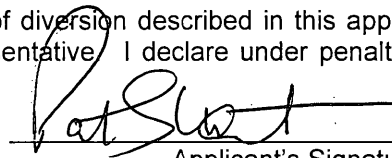
(name, address and telephone number)

(name, address and telephone number)

You must provide evidence of legal access to, or control of, the point of diversion from the landowner or the landowner's authorized representative. Provide a copy of a recorded deed, lease, easement or other document with this application. In lieu thereof, you may sign the following sworn statement:

I have legal access to, or control of, the point of diversion described in this application from the landowner or the landowner's authorized representative. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2018.



Applicant's Signature

7. The proposed project for diversion of water will consist of GROUNDWATER PIT
(number of wells, pumps or dams, etc.)

and (was)(will be) completed (by) Spring 2019 _____
(Month/Day/Year - each was or will be completed)

8. The first actual application of water for the proposed beneficial use was or is estimated to be Spring 2019 _____
(Mo/Day/Year)

9. Will pesticide, fertilizer, or other foreign substance be injected into the water pumped from the diversion works?

Yes No If "yes", a check valve shall be required.

All chemigation safety requirements must be met including a chemigation permit and reporting requirements.

10. If you are planning to impound water, please contact the Division of Water Resources for assistance, prior to submitting the application. Please attach a reservoir area capacity table and inform us of the total acres of surface drainage area above the reservoir.

Have you also made an application for a permit for construction of this dam and reservoir with the Division of Water Resources? Yes No

- If yes, show the Water Structures permit number here _____
- If no, explain here why a Water Structures permit is not required _____
Not building impoundment, GROUNDWATER PIT

11. The application must be supplemented by a U.S.G.S. topographic map, aerial photograph or a detailed plat showing the following information. On the topographic map, aerial photograph, or plat, identify the center of the section, the section lines or the section corners and show the appropriate section, township and range numbers. Also, please show the following information:

- (a) The location of the proposed point(s) of diversion (wells, stream-bank installations, dams, or other diversion works) should be plotted as described in Paragraph No. 5 of the application, showing the North-South distance and the East-West distance from a section line or southeast corner of section.
- (b) If the application is for groundwater, please show the location of any existing water wells of any kind within 1/2 mile of the proposed well or wells. Identify each existing well as to its use and furnish the name and mailing address of the property owner or owners. If there are no wells within 1/2 mile, please advise us.
- (c) If the application is for surface water, the names and addresses of the landowner(s) 1/2 mile downstream and 1/2 mile upstream from your property lines must be shown.
- (d) The location of the proposed place of use should be shown by crosshatching on the topographic map, aerial photograph or plat.
- (e) Show the location of the pipelines, canals, reservoirs or other facilities for conveying water from the point of diversion to the place of use.

A 7.5 minute U.S.G.S. topographic map may be obtained by providing the section, township and range numbers to: Kansas Geological Survey, 1930 Constant, Campus West, University of Kansas, Lawrence, Kansas 66047.

12. List any application, appropriation of water, water right, or vested right file number that covers the same diversion points or any of the same place of use described in this application. Also list any other recent modifications made to existing permits or water rights in conjunction with the filing of this application.

FILE NO. 47,635-D2 authorizes a portion of the proposed pit (75 acres); however it will be dismissed upon approval of the new application. Pending application File No. 49,868 was to cover the expanded portion of the groundwater pit. It will also be dismissed and the filing fee applied to this new Project Permit Application.

~~Water Resources~~

Received

SCANNED

FEB 20 2018

13. Furnish the following well information if the proposed appropriation is for the use of groundwater. If the well has not been completed, give information obtained from test holes, if available.

Information below is from: Test holes Well as completed Drillers log attached

Well location as shown in paragraph No.	(A)	(B)	(C)	(D)
Date Drilled	_____	_____	_____	_____
Total depth of well	_____	_____	_____	_____
Depth to water bearing formation	_____	_____	_____	_____
Depth to static water level	_____	_____	_____	_____
Depth to bottom of pump intake pipe	_____	_____	_____	_____

14. The relationship of the applicant to the proposed place where the water will be used is that of Owner
(owner, tenant, agent or otherwise)

15. The owner(s) of the property where the water is used, if other than the applicant, is (please print):

(name, address and telephone number)

(name, address and telephone number)

16. The undersigned states that the information set forth above is true to the best of his/her knowledge and that this application is submitted in good faith.

Dated at _____, Kansas, this _____ day of _____ (month) (year)



(Applicant Signature)

APPLICANT(S) SOCIAL SECURITY IDENTIFICATION NUMBER(S)

By _____ (Agent or Officer Signature)

and/or APPLICANT(S) TAXPAYER I.D. NO.(S)

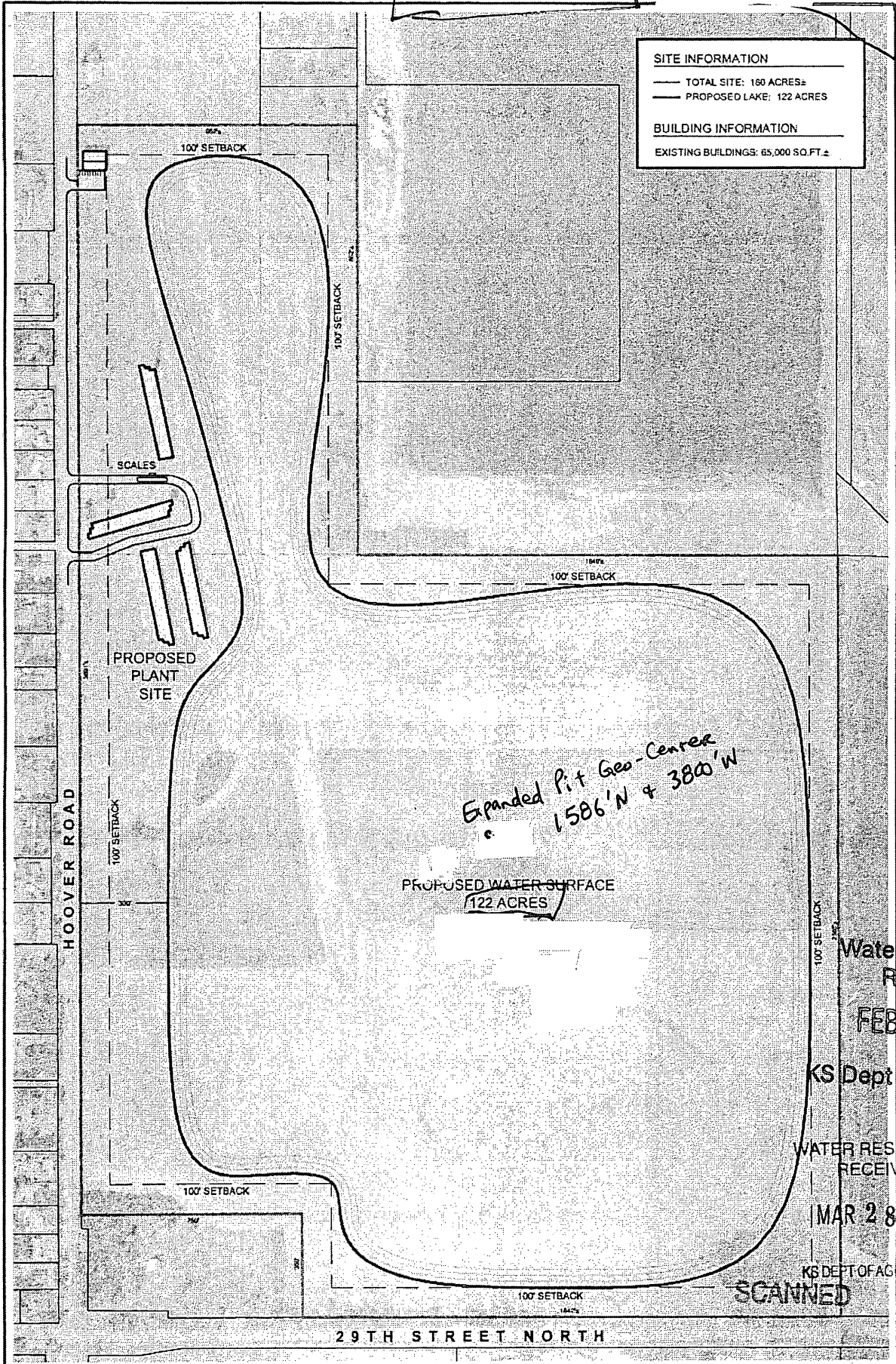
(Agent or Officer - Please Print)

Assisted by: DWS _____ TOPEKA FO _____ Date: 1/25/2018 _____
(office/title)

RECEIVED 1/25/18
 DEPARTMENT OF REVENUE
 DIVISION OF WATER RESOURCES
 1111 EAST 10TH AVENUE
 TOPEKA, KANSAS 66606-0001
 (785) 235-2000

CORNEJO

49995



SITE INFORMATION
 ——— TOTAL SITE: 180 ACRES±
 ——— PROPOSED LAKE: 122 ACRES

BUILDING INFORMATION
 EXISTING BUILDINGS: 65,000 SQ.FT.±

*Expanded Pit Geo-Center
 1586'N x 380'W*

PROPOSED WATER SURFACE
 122 ACRES

Water Resources
 Received

FEB 20 2018

KS Dept Of Agriculture

WATER RESOURCES
 RECEIVED

MAR 28 2014

KS DEPT OF AGRICULTURE

SCANNED



SCALE: 1" = 300'

REVISED SITE PLAN - PUD2011-03
 RIVERSIDE AIRPORT - 29TH STREET N. & HOOPER



SCANNED

1/2" x 500'

**INDUSTRIAL USE
SUPPLEMENTAL SHEET**

File No. 49995

Name of Applicant (Please Print): CORNEJO & SONS, L.L.C.

1. Please describe type of industry or product produced: SAND & GRAVEL
 _____ Standard Industrial Classification Code Number: 9994

2. Please complete the following table to show your past and present water requirements:

PAST PRODUCT PRODUCTION AND WATER DIVERTED, IF APPLICABLE

LAST 5 YEARS	AMOUNT OF PRODUCT	WATER DIVERTED (GALLONS)	GALLONS PER PRODUCT PER DAY
5 years ago	NA		
Last year			
Present year			

3. Please complete the following table to show your future water requirements:

ESTIMATED FUTURE PRODUCT PRODUCTION AND WATER DIVERTED

NEXT 5 YEARS	AMOUNT OF PRODUCT	WATER TO BE DIVERTED (GALLONS)	GALLONS PER PRODUCT PER DAY
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

Number of days of operation of the industry per year is _____ days.

Please attach any tables, curves or additional information showing past, present and estimated future water requirements to substantiate the amount of water requested.

122 Acres of Exposed Groundwater x 20" evaporation / 12 = 203.3 Acre-Feet

**Water Resources
Received**

FEB 20 2018

KS Dept Of Agriculture

4. Please designate the legal description of the location where the water is to be used. Show in the space provided below the Section (S), Township (T), and Range (R), and the number of acres in each forty acre tract or fractional portion thereof.

S	T	R	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
35	26	1W	SAND AND GRAVEL PIT IN THE WEST HALF																

You may attach any additional information you believe will assist in informing the Division of Water Resources request.

WATER RESOURCES RECEIVED

JUL 07 2017

UNACCEPTED 2-9-2017
36

SCANNED

49,995

Schemm, Doug [KDA]

From: Lanterman, Jeff [KDA]
Sent: Tuesday, May 15, 2018 10:42 AM
To: Schemm, Doug [KDA]
Cc: Conant, Cameron [KDA]
Subject: RE: Cornejo & Sons 49,995 etc.

Doug;

Go ahead and approve this one. As we discussed go ahead and put a memo on the offset file (46003D2) to show all the files it was used for offset and the quantity left. I understand it will only have 7 acre feet left after this offset.

Thanks
Jeff

From: Schemm, Doug [KDA]
Sent: Tuesday, May 8, 2018 10:50 AM
To: Lanterman, Jeff [KDA] <Jeff.Lanterman@ks.gov>
Cc: Conant, Cameron [KDA] <Cameron.Conant@ks.gov>
Subject: Cornejo & Sons 49,995 etc.

Hello Stafford,

This is the pit near the airport that Les Eck used to own. File No. 47,635 – D2 currently covers a portion of it. The new application 49,995 was filed as a project permit to cover the entire 122 acres.

Both File No. 47,635-D2 and Pending Application File No. 49,868 will be voluntarily dismissed.

Offset water is from File No. 46,003-D2.

Have a great day,

Doug

#49,995



LEGAL PROOF OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
532838	0003581021	LEGAL NOTICE Public Notice Concerning Applic		\$933.54	2	27

Attention: Elizabeth McKenna
 KOON LAW FIRM, LLC
 800 EAST 21ST STREET NORTH
 WICHITA, KS 67214

In The STATE OF KANSAS
 In and for the County of Sedgwick
 AFFIDAVIT OF PUBLICATION

3 Insertions

Beginning issue of: 03/23/2018

Ending issue of: 04/06/2018

STATE OF KANSAS)
 .SS
 County of Sedgwick)

LEGAL NOTICE

**Public Notice Concerning Application for
 Permit to Appropriate Water for Beneficial Use**

Cornejo & Sons, LLC, have filed an Application for Permit to Appropriate Water for Beneficial Use, File No. 49,995, with the Kansas Department of Agriculture, Division of Water Resources, requesting the appropriation of 203.3 acre-feet of groundwater to be diverted at the rate of natural evaporation for industrial use from a proposed groundwater pit. The geographic center of the groundwater pit is located in the Southwest Quarter of the Northeast Quarter of the Southwest Quarter (SW¼ NE¼ SW¼), of Section 35, Township 26 South, Range 1 West, Sedgwick County, Kansas.

Anyone with existing wells in the immediate vicinity of the proposed geographic center is invited to submit written comments regarding the Application, File No. 49,995. Persons submitting comments should specifically indicate their interest in the proposed appropriation. Comments regarding the Application will be accepted through April 23, 2018.

Written comments or questions regarding the Application may be directed to the Office of the Chief Engineer, Kansas Department of Agriculture, Division of Water Resources, 1320 Research Park Drive, Manhattan, Kansas 66502. If you wish to obtain more information concerning this Application you may also contact Douglas Schemm, Environmental Scientist, Topeka Field Office, at (785) 296-3495.

Signed by: Morgan B. Koon
 Koon Law Firm, LLC
 Counsel for Cornejo & Sons, LLC

Dale Seiwert, of lawful age, being first duly sworn, deposeth and saith: That he is Record Clerk of The Wichita Eagle, a daily newspaper published in the City of Wichita, County of Sedgwick, State of Kansas, and having a general paid circulation on a daily basis in said County, which said newspaper has been continuously and uninterruptedly published in said County for more than one year prior to the first publication of the notice hereinafter mentioned, and which said newspaper has been entered as second class mail matter at the United States Post Office in Wichita, Kansas, and which said newspaper is not a trade, religious or fraternal publication and that a notice of a true copy is hereto attached was published in the regular and entire Morning issue of said The Wichita Eagle from 3/23/2018 to 04/06/2018.

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dale Seiwert

(Signature of Principal Clerk)

DATED: 4/5/2018

Jennifer Rae Bailey
 Notary Public Sedgwick County, Kansas

RECEIVED

MAY 16 2018

Topeka Field Office
 DIVISION OF WATER RESOURCES

JENNIFER RAE BAILEY
 Notary Public - State of Kansas
 My Appt. Expires 01/4/2021



original
copy

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made, entered into and effective on the date of execution indicated below the signatures of the parties hereto,

BY AND BETWEEN

FLY HIGH, INC.,
a Kansas corporation,
hereinafter referred to as

"Seller"

AND

CORNEJO & SONS, L.L.C.
a Kansas limited liability company,
hereinafter referred to as

"Purchaser"

WITNESSETH:

WHEREAS, Purchaser desires to purchase certain real estate owned by Seller and Seller desires to sell said real estate to Purchaser.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Riverside Property. The Seller does hereby agree to sell and convey to Purchaser those certain real properties, together with all improvements located thereon, and all rights and appurtenances thereto belonging, situated in Sedgwick County, Kansas, legally described on Exhibit A, attached hereto (collectively, the "Property"), together with all rights, ways and easements appurtenant thereto, including, without limitation, all of Seller's right, title and interest in and to the land underlying, the air space overlying and any public or private ways or streets crossing or abutting said real estate, and all buildings, structures and other improvements of any and every nature located on the premises and all fixtures attached or affixed to the premises or to any such buildings, structures or other improvements.

2. Title Transfer by Warranty Deed. Seller agrees to convey to Purchaser, and Purchaser agrees to accept good and marketable fee simple title by means of a general warranty deed and subject to such easements, covenants and restrictions of record covering the Property as are acceptable to Purchaser and other necessary documents to complete this transaction.

3. Purchase Price. Purchaser agrees to pay and Seller agrees to accept as the total purchase price for the Property the sum of \$ 2,650,000.00 (the "Purchase Price"). Within five business days following the Effective Date, Purchaser shall deposit with Security 1st Title, 434 North Main Street, Wichita, Kansas 67202 ("Title Company") \$250,000.00 by check or

wire transfer as earnest money (such amount, together with any interest earned thereon is the "Earnest Money"). The Earnest Money shall be credited toward the Purchase Price amount at Closing.

4. Payment Terms/Balance. Purchaser's purchase price balance shall be \$ _____ .00. Purchaser shall pay to Seller \$ _____ .00 payable by immediately available funds at Closing. The Earnest Money shall be transferred to Seller at Closing.

5. Title Insurance; Survey.

(a) Seller agrees to deliver to Purchaser, a commitment from the Title Company to issue a standard coverage ALTA title insurance owner's policy insuring title to the Property in the amount of the purchase price within 30 days following the Effective Date (the "Title Commitment").

(b) If the Title Commitment or a related survey, if obtained at Purchaser's sole expense, discloses any items that Purchaser, in its sole discretion, finds objectionable, Purchaser shall advise Seller of the same in writing (the "Objections") within 10 business days following Seller's delivery of the Title Commitment (the "Review Period"). Matters listed in the Title Commitment not objected to by Purchaser within the Review Period and matters later accepted by Purchaser as provided for below shall constitute the "Permitted Exceptions." As to any Objection timely identified by Purchaser, Seller shall notify Purchaser in writing, within 5 business days, (the "Cure Notice Period"), as to which specific Objections Seller is unable or unwilling to remedy and which specific Objections Seller will exercise reasonable efforts to attempt to remedy, which reasonable efforts shall not require Seller to expend any monetary amount (other than liens or mortgages or ascertainable amount) or to initiate or prosecute any lawsuit. If or to the extent Seller fails to respond in writing within the Cure Notice Period, Seller shall be deemed to have elected not to remedy such Objections. As to those Objections agreed to be remedied, Seller shall deliver to Purchaser a revised Title Commitment within 10 business days following Seller's receipt of Purchaser's Objections (the "Cure Period") reflecting that such Objections have been remedied. In the event that Purchaser is dissatisfied with Seller's responses and the parties do not reach mutual agreement on a resolution, Purchaser may, prior to the expiration of the Inspection Period, as defined in Paragraph 8 of this Agreement, at its election (A) terminate this Agreement, causing the Earnest Money to be promptly returned to Purchaser upon notice from Purchaser to the Title Company and Seller, or (B) waive such Objections and proceed to Closing, in which case such waived objections shall be deemed Permitted Exceptions. Any lien or encumbrance that is a mortgage, deed of trust, judgment lien, tax lien, or similar lien against the Property, that can be discharged by the payment of money of an ascertainable amount, shall be discharged by Seller at or prior to Closing.

6. Closing and Possession.

(a) The parties agree that time is of the essence and, subject to Seller's timely performance of its obligations hereunder and satisfaction, or waiver by Purchaser, of the conditions set forth in Section 6(b), Purchaser and Seller agree to make final settlement ("Closing") within 30 days after the end of the Inspection Period as described in Paragraph 8 of this Agreement.

(b) *Closing Contingencies.* The following shall be completed to Purchaser's sole and arbitrary satisfaction as conditions precedent to Purchaser's obligations to this Agreement (the "Closing Contingencies"):

^{122LE RE.}
(i) Purchaser obtaining all necessary water rights. Purchaser understands Seller currently possesses water rights to ~~127~~ acres which the parties shall work together to transfer to Purchaser in a form that Purchaser shall have the right extract sand and gravel through a dredging operation on the Property in sufficient quantities to satisfy Purchaser;

(ii) Purchaser obtaining and maintaining a conditional use permit, PUD, zoning change, or any and all other land use requirements (the "Land Use Requirements") that allow Purchaser to place a sand plant on the property and extract sand and gravel through a dredging operation on the Property consisting of approximately 201.43 acres as listed by Sedgwick County, Kansas;

(iii) The giving of all necessary notices to, and the obtaining of all necessary approvals, consents, waivers, and clearances from governmental authorities for the approximately 201.43 acre mining operation;

(iv) The satisfactory completion of the Inspections, as described in Paragraph 8 of this Agreement;

(v) Seller and Purchaser shall obtain notice from the State of Kansas and any other regulating entity confirming that the mining operations are acceptable on the Property with its proximity to an airport.

In the event any of the foregoing Closing Contingencies are not satisfied to Purchaser's satisfaction on or before 15 days following the expiration of the Inspection Period (the "Contingency Period"), then Purchaser may terminate this Agreement by giving notice to Seller of its election to do so prior to the expiration of the Contingency Period. If Purchaser gives such timely notice of termination to this Agreement, then the Earnest Money shall be returned to Purchaser and this Agreement will automatically terminate and neither party shall have any further obligations except as expressly provided herein.

7. Proration of Taxes and Reserves. Seller represents and warrants that all taxes and special assessments accrued through the date of Closing shall be paid by Seller. All ad valorem taxes, special assessments, insurance (if policy is acceptable to Purchaser), and interest, if any, shall be adjusted and prorated as of Closing. General taxes shall be prorated for the calendar year ascertainable at the time of Closing. Special assessments, if any, shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of Closing. In the event any information upon which these pro-rations are based is determined by Seller or Purchaser to be incorrect, Seller and Purchaser agree to make an adjustment between them, with any deficiency being paid on demand by the other party hereto.

8. Due Diligence.

(a) Inspections by Purchaser

(i) Beginning on the Effective Date, until 180 days thereafter (the "Inspection Period"), Purchaser, at its cost and expense, may conduct any test, inspections, and examinations of the Property (the "Inspections"). Purchaser shall cause all results and reports (the "Inspection Results") to be completed and delivered to Purchaser and Seller on or before the expiration of the Inspection Period. If any of the Inspection Results disclose conditions or other matters unacceptable to Purchaser, in Purchaser's sole and arbitrary discretion, Purchaser will have the right to terminate this Agreement by providing Seller notice of its intention to do so at any time prior to the termination of the Inspection Period. If Purchaser provides a timely notice to terminate this Agreement, the Earnest Money will be returned to Purchaser and this Agreement will terminate and neither party will have any further obligations hereunder, except as expressly stated herein.

(ii) Purchaser, its agents, contractors, or employees shall have the right to enter the Property on a date and time specified and approved by Seller upon advanced written notice to Seller requesting the manner and scope of the Inspections for the purpose of performing tests, inspections, and examinations. Purchaser shall restore the Property substantially to its pre test, inspecting, and examination condition. Purchaser shall keep the Property free from all liens in connection with the Inspections. Purchaser shall indemnify, defend, and hold Seller, its directors, officers, employees, and subsidiaries harmless from any and all claims, actions, damages, liability, and expense in connection with personal injury and/or property damage arising from or out of any occurrence in, upon, or at the Property caused by the act or omission of Purchaser, its designees, or agents in conducting the Inspections. Any such defense conducted by Purchaser shall be conducted by attorneys chosen by Purchaser, with Purchaser being responsible for any and all court costs, litigation expenses, attorney's fees, and judgments or settlement entered therein. Purchaser's obligation to indemnify Seller as stated in this section shall survive Closing or termination of this Agreement.

9. Warranties, Representations and Covenants of Seller. As of the date hereof and again as of the Closing if this Agreement is not terminated in accordance with the terms hereof, Seller hereby represents, warrants and covenants as follows:

(a) Authority. Seller has the lawful right, power and corporate authority to enter into and deliver this Agreement and the other Closing documents required to be executed and delivered by Seller and to perform its obligations hereunder and thereunder. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any material agreement or instrument to which Seller is a party, or by which Seller is bound, or any provision of the Seller's articles of incorporation, certificate of incorporation, bylaws, limited liability operating agreement, certificate of formation, partnership agreement or other charter or constituent documents (or the equivalents thereof), or of any material provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Ownership. Seller owns all right, title and interest in and to the Property, free and clear of all charges, claims, limitations, conditions, equitable interests, mortgages, liens, options, pledges, security interests, imperfections of title, Easements, rights-of-way, encroachments, rights of first refusal, covenants, adverse claims or restrictions of any kind, including any restrictions on transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership of the Property other than those encumbrances permitted by both Seller and Purchaser.

(c) Property. Set forth on Exhibit A is the legal description of the entire Property that is being sold by Seller hereunder (such real property, together with all rights, title, privileges and appurtenances pertaining thereto, including, without limitation, all of the Seller's right, title and interest, if any, in and to (A) any unpaid award for any taking by condemnation or any damages to the Property by reason of a change of grade of any street or highway, (B) all minerals, oil, gas and other hydrocarbon substances on and under such real property and (C) all mineral rights, development rights, air rights and water rights relating to such real property.)

(d) Title. Seller has good and marketable fee simple title to the Property and good and marketable fee simple title to all plants, buildings, fixtures and improvements thereon, free and clear of all encumbrances, other than those improvements located on the Property that are owned by Purchaser prior to the date of this Agreement. True and complete copies of all deeds, title insurance policies, surveys, mortgages, certificates of occupancy, building permits and inspection certificates agreements and other documents granting such company title to or otherwise materially affecting or evidencing the state of title with respect to the Property, together with all amendments, modifications and supplements thereto (collectively, the "Title Documents") have been delivered to the Purchaser. No breach or event of default on the part of the Seller, no breach or event of default on the part of any other party thereto and no event that, with the giving of notice or lapse of time or both, would constitute a breach or event of default under any term, covenant or condition of such Title Documents, has occurred and is continuing.

(e) Assessments. There is no special proceeding pending or, to the knowledge of the Seller, threatened, in which any taxing authority having jurisdiction over any of the Property is seeking to increase the assessed value thereof. Neither the Property nor Seller has any obligation to pay any charge for public or quasi public improvements serving the Property. To the best of Seller's knowledge and belief, the Property is in compliance with all applicable laws.

(f) Binding Commitments. No binding commitment has been made by Seller to any governmental authority, utility company or any other organization, group or individual relating to the Property or any part thereof that imposes upon or could impose upon Purchaser an obligation to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(g) Condemnation. There is no condemnation or eminent domain proceeding pending that relates to the Property and, to the knowledge of Seller, there is no such proceeding threatened by any relevant governmental authority.

(h) Nuisance; Trespass. There is not and has not been, during any period through and including the Closing, any substance, the presence of which on the Property causes or caused a legal nuisance upon the Property or adjacent properties. There is not and has not been, during any period through and including the Closing, any substance, the presence of which on properties adjacent to the Property constitutes or constituted a trespass by Seller.

(i) Strips or Gores. There are no strips or gores with respect to or affecting any parcel of Property (or portion thereof) that cause any related parcels of land, if any, to be non-contiguous. Each parcel of the Property has a right to access to and from such parcel.

(j) Utilities. All utilities required for the operation of each parcel of improved property on the Property, if any, either enter such property through adjoining streets or pass through adjoining land, and do so in accordance with valid public Easements or irrevocable private Easements, and all of such utilities are installed and operating.

(k) Easements. All Easements, cross Easements, licenses, air rights, and rights-of-way or other similar property interests, whether express or implied, (collectively, "Easements"), if any, necessary for the usual and ordinary utilization of the Property for its intended purposes have been obtained and are in full force and effect without default thereunder. All of the Property has direct rights of access to public ways. All roads necessary for the use of the Property for its current purposes have been completed and are available for public use. Seller is not in violation of any Easement affecting the Property.

(l) Purchase Options. Neither the Property nor any part thereof are subject to any purchase options or other similar rights in favor of third parties.

(m) Encroachments. There are no material encroachments on the Property and the improvements, if any, do not encroach upon any Easement or any adjoining land or adjoining street.

10. Warranties, Representations and Covenants of Purchaser. As of the date hereof and again as of the Closing in the event this Agreement is not terminated in accordance with the terms hereof, Purchaser represents, warrants and covenants with Seller as follows:

(a) Purchaser has the lawful right, power and corporate authority to enter into and deliver this Agreement and the other Closing documents required to be executed and delivered by Seller and to perform its obligations hereunder and thereunder. The consummation by Purchaser of the purchase of the Property is not in violation of or in conflict with, nor does it constitute a default under any term or provision of the incorporation documents of Purchaser, or any of the terms of any agreement or instrument to which Purchaser is a party, or by which Purchaser is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

11. Seller Information. Seller shall deliver to Purchaser within five (5) days after the date of execution of this Agreement, if in Seller's custody or control and to the extent they presently exist,

the most recent survey, environmental testing, lease agreements, and cross access and Easement documents in connection with the Property.

12. Liens. Seller represents and warrants as of the date of this Agreement that there are no unpaid bills for labor or material that might form the basis of a mechanic's lien against the Property and that as of the Closing there will be no unpaid (whether reported or not) mortgages, conditional sales contracts, financing statements or security agreements affecting any fixture, portion of the Property, or any item of personal property covered by this Agreement.

13. Closing Fee, Legal Costs and Broker's Commissions. All closing costs not specifically allocated elsewhere herein shall be split equally between Seller and Purchaser. Seller shall pay any legal costs incurred by Seller, and Purchaser shall pay any legal costs incurred by Purchaser. Purchaser shall pay any and all financing related or required expenditures. Each party represents to the other that it has not incurred any obligation to any broker or real estate agent with respect to the purchase or sale of the Property.

14. Notice. Unless otherwise provided herein, all notices and other communications that may be or are required to be given or made by any party hereto in connection with this Agreement shall be in writing to the address for each party set forth below and shall be deemed to have been properly given when actually delivered or the next business day following delivery to a nationally recognized commercial courier for next business day delivery. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of such notice, request, demand, tender or other communication. Any party, by written notice to the others in the manner herein provided, may designate an address different from that stated herein. Any notice, request, demand, tender or other communication from legal counsel of a party hereto shall be deemed notice from such party for purposes of this Section [13].

Seller: **CORNEJO & SONS, L.L.C.**
Attn: Ronald J. Cornejo
2060 East Tulsa
Wichita, Kansas 67216

Purchaser: **FLY HIGH, INC.**
P.O. Box 783250
Wichita, Kansas 67278

15. Successors and Assigns. This Agreement shall be fully binding upon the parties, their successors and assigns. No assignment shall serve to release or relieve the party assigning from any responsibilities or obligations thereunder.

16. Assignment. Neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other.

17. Governing Law. This Agreement and its validity, construction and performance shall be governed by the laws of the State of Kansas.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy, sell, or lease the Property. Any alterations or changes of the terms and conditions of this Agreement must be agreed to in writing by both Purchaser and Seller.

19. Survival. Except as expressly stated otherwise, all terms and conditions of the Agreement shall survive any closing contemplated herein.

20. Broker and Commission. Seller and Purchaser warrant and represent to each other that there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications.

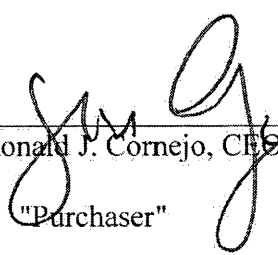
21. §1031 Exchange. Purchaser and Seller agree to cooperate with each other as reasonably requested to convert a portion, or all, of this transaction into an Internal Revenue Code §1031 exchange. Assigning rights to a third party intermediary for purposes of effecting the exchange shall not release the assignor from its obligations hereunder.

22. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Agreement.

23. Remedies. Any dispute between the parties, arising out of or related to this Agreement, that cannot be settled through direct discussions, shall be submitted to mediation as a condition precedent to arbitrations or litigation. To the fullest extent permitted by law, the mediation shall be conducted in Wichita, Kansas. A request for mediation shall be made in writing and delivered to the other party in accordance with the Notice provisions of this Agreement. The parties shall share mediator's fees and expenses equally. Either party may seek to resolve and dispute that cannot be settled through mediation by litigation.


IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date and year indicated below.

CORNEJO & SONS, L.L.C.

By: 
Ronald J. Cornejo, CEO
"Purchaser"

Date: 10-14-13

FLY HIGH, INC.

By: 
Les Eck,
"Seller"

Date: 10/14/13

EXHIBIT A

Riverside Property

TRACT 1: The West 40 acres of the Northwest Quarter of Section 35, Township 26 South, Range 1 West of the Sixth Principal meridian, Sedgwick County, Kansas, EXCEPT beginning at the Northwest corner of Section 35, Township 26 South, Range 1 West; thence East 75 feet; thence South 350 feet; thence West 25 feet; thence South to a point 350 feet North and 50 feet East of the Southwest corner of said Section 35; thence East 25 feet; thence South to the South line of said Section 35; thence west to the West line of said Section 35; thence North along said West line to the point of beginning, AND EXCEPT beginning at the Northwest corner of Section 35, Township 26 South, Range 1 West; thence South 75 feet thence East 350 feet; thence North 25 feet; thence East to the East line of the West Half of the Northwest Quarter of said Section 35; thence North 50 feet; thence West to the point of beginning, consisting of approximately 36.61 acres.

TRACT 2: The South 11 acres of the West 20 acres of the East 120 acres of the Northwest Quarter of Section 35, Township 26 South, Range 1 West of the Sixth principal Meridian, Sedgwick County, Kansas, consisting of approximately 11.03 acres.

TRACT 3: The Southwest Quarter of Section 35, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT beginning at the Southwest corner of Section 35, Township 26 South, Range 1 West, thence north 75 feet; thence East 350 feet; thence South 25 feet; thence East to the East line of the West Half of said Section 35; thence South 50 feet; thence West to the point of beginning, consisting of approximately 148.10 acres.

TRACT 4: S 400 FT W 800 FT SW1/4 EXC RDS SEC 35-26-1W, consisting of approximately 5.69 acres. (This tract legal is subject to a proper legal description. The referenced legal is pursuant to the legal description as listed by Sedgwick County for tax purposes and may not be the proper legal description.)

49,995

Report Date Tuesday, March 20 2018

AMOUNT STATISTICS REPORT FOR POINTS OF DIVERSION UNDER A 49995 00

#####

AMOUNT STATISTICS REPORT FOR POINTS OF DIVERSION UNDER A 49995 00 IND

meets spacing
all > 1,320' feet

Water Right and Points of Diversion Within 2.00 miles of point defined as:

1586 Feet North and 3800 Feet West of the Southeast Corner of Section 35 T 26S R 1W

GROUNDWATER ONLY

File Number	Use	ST	SR	Dist (ft)	Q4	Q3	Q2	Q1	FeetN	FeetW	Sec	Twp	Rng	ID	Batt	Auth_Quan	Add_Quan	Unit
A__ 17002	00	REC	NK	G	9014	--	NW	SE	NE	3516	1266	10	27	1W	20	484.88	484.88	AF
A__ 31329	00	REC	NK	G	10266	--	NE	NE	SE	1950	20	10	27	1W	17	521.71	282.34	AF
A__ 38478	00	IRR	NK	G	10062	--	SE	NW	SE	1840	1930	4	27	1W	1	197.00	197.00	AF
A__ 38478	00	REC	NK	G	10062	--	SE	NW	SE	1840	1930	4	27	1W	1	32.00	32.00	AF
A__ 40830	00	REC	NK	G	5961	--	SE	NW	SE	1400	1600	27	26	1W	2	99.00	99.00	AF
A__ 41169	00	REC	NK	G	7750	--	SW	SE	SE	647	925	33	26	1W	15	12.33	12.33	AF
A__ 41172	00	REC	NK	G	8757	--	SE	NW	SE	1920	1999	33	26	1W	16	19.95	19.95	AF
A__ 42745	00	IND	NK	G	6179	--	--	--	--	4174	4084	3	27	1W	168*	.30	.30	AF
A__ 43720	00	REC	NK	G	4231	--	SE	NW	NE	4200	1800	3	27	1W	132	200.00	200.00	AF
A__ 43765	00	REC	NK	G	2370	--	SE	NW	SE	1424	1436	35	26	1W	3	243.00	243.00	AF
A__ 43766	00	REC	NK	G	5550	--	--	NC	NW	4000	3960	36	26	1W	5	70.00	70.00	AF
A__ 43964	00	REC	NK	G	4451	--	NW	NW	SW	2100	4600	36	26	1W	6	50.00	50.00	AF
A__ 44560	00	REC	NK	G	9215	--	NW	NW	SE	2057	2453	33	26	1W	45	7.50	7.50	AF
A__ 44938	00	IND	NK	G	6179	--	--	--	--	4174	4084	3	27	1W	168	.49	.20	AF
A__ 45043	00	REC	NK	G	9411	--	NE	SW	SE	675	1595	28	26	1W	4	18.33	18.33	AF
A__ 45248	00	REC	NK	G	7843	--	NW	SE	NE	3958	753	33	26	1W	59	60.00	60.00	AF
A__ 45925	00	IRR	NK	G	5951	--	SE	SW	NW	3025	4297	34	26	1W	378	8.50	8.50	AF
A__ 45990	5	DOM	NK	G	7848	--	SW	NE	SE	1864	1091	33	26	1W	218	1.97	1.97	AF
A__ 46003	D1	IND	KE	G	10299	--	--	NC	SW	1320	3960	23	26	1W	2	384.00	384.00	AF
A__ 46003	D2	IND	KE	G	10299	--	--	NC	SW	1320	3960	23	26	1W	2	216.00	216.00	AF
A__ 46163	00	REC	NK	G	10397	--	SW	NW	SE	1778	2106	28	26	1W	55	2.00	2.00	AF
A__ 46215	00	IRR	NK	G	10016	--	NE	SE	NW	3394	3115	33	26	1W	219	6.50	6.50	AF
A__ 47241	00	IND	KE	G	2643	--	SW	NE	NW	4310	3780	2	27	1W	7	46.41	46.41	AF
A__ 47290	00	IND	NK	G*	3350	--	NE	SW	NE	3844	1325	35	26	1W	5	195.00	195.00	AF
A__ 47424	00	REC	MM	G	3379	--	NE	SW	SE	759	1781	34	26	1W	382	46.67	46.67	AF
A__ 47547	00	REC	NK	G	2345	--	NW	SE	NW	3904	3442	35	26	1W	6	117.00	117.00	AF
A__ 47552	00	REC	KE	G*	5668	--	NW	SE	SW	1300	3394	2	27	1W	8	52.30	52.30	AF
A__ 47577	00	REC	KE	G*	5107	--	NW	NE	SE	2520	1269	2	27	1W	9	115.70	115.70	AF
A__ 47615	00	IND	GY	G	8571	--	SE	NW	NE	4330	1540	27	26	1W	10	19.90	19.90	AF
A__ 47635	D1	IND	KE	G	2643	--	SW	NE	NW	4310	3780	2	27	1W	7	5.00	5.00	AF
A__ 47635	D2	IND	GY	G*	328	--	NW	SE	SW	1275	3696	35	26	1W	4	125.00	125.00	AF
A__ 47680	00	REC	LO	G	10381	--	SW	NE	SW	1450	3624	33	26	1W	222 G 2	110.00	104.30	AF
Same					10371	--	SW	NE	SW	1395	3612	33	26	1W	223 B 2			
Same					10391	--	SW	NE	SW	1504	3635	33	26	1W	224 B 2			
A__ 47682	00	REC	LO	G	10017	--	SE	SE	SW	495	3191	33	26	1W	226	110.00	.00	AF
A__ 48069	00	IND	GY	G	2643	--	SW	NE	NW	4310	3780	2	27	1W	7	12.30	12.30	AF
A__ 48836	00	IND	GY	G	10544	--	SW	NE	SE	1220	1270	22	26	1W	14	143.72	143.72	AF
Same					10545	--	SW	NE	SE	1221	1271	22	26	1W	16	6.28	6.28	AF
A__ 49109	00	REC	KE	G	4772	--	SW	NW	NE	4781	2089	34	26	1W	383	5.83	5.83	AF
A__ 49284	00	IRR	GY	G	9054	--	NW	NW	NE	4629	2085	27	26	1W	8	28.00	28.00	AF
A__ 49285	00	IRR	GY	G	8382	--	SE	NW	NE	4111	1582	27	26	1W	7	28.00	.00	AF
A__ 49484	00	IRR	GY	G	6818	--	SW	SE	SW	630	3756	27	26	1W	9	31.28	21.28	AF
A__ 49484	00	REC	GY	G	6818	--	SW	SE	SW	630	3756	27	26	1W	9	9.33	9.33	AF
A__ 49547	00	REC	AY	G	9476	--	NE	SW	NW	3780	4320	27	26	1W	12	25.00	25.00	AF

~ to be dismissed

A__	49572 00 IND GY G	2643 -- SW NE NW	4310 3780	2 27	1W 7	6.28	6.28	AF
A__	49745 00 IRR AY G	10016 -- NE SE NW	3394 3115	33 26	1W 219	12.64	12.64	AF
A__	49868 00 IND AY G	0 -- SW NE SW	1586 3800	35 26	1W 8	78.30	78.30	AF
A__	49995 00 IND AY G	0 -- SW NE SW	1586 3800	35 26	1W 8	203.30	203.30	AF
T__	979078 00 CON II G	8563 -- NW NE NE	5070 1140	36 26	1W 4	645.18	645.18	AF
T__	999022 00 HYD GY G	1066 -- -- NC W2	2640 3960	35 26	1W 2	5869.00	5869.00	AF
T__	999022 PT IND GY G	1066 -- -- NC W2	2640 3960	35 26	1W 2	.00	.00	AF
T__	20149062 00 HYD GY G	10544 -- SW NE SE	1220 1270	22 26	1W 14	1066.00	1066.00	AF
P__	20170166 00 DEW GY G	6723 -- NE SE SW	1320 2970	27 26	1W 13	122.76	122.76	AF
P__	20180055 00 DEW GY G	2470 -- NE NE NW	4620 2995	2 27	1W 14	122.76	122.76	AF

- to be dismissed
- pending

```

=====
Total Net Quantities Authorized:   Direct           Storage
Total Requested Amount (AF) =     319.24           .00
Total Permitted Amount (AF) =     9023.02           .00
Total Inspected Amount (AF) =       104.30           .00
Total Pro_Cert Amount (AF) =         46.67           .00
Total Certified Amount (AF) =     2107.80           .00
Total Vested Amount (AF) =           .00           .00
TOTAL AMOUNT (AF) =     11601.03           .00
    
```

An * after the source of supply indicates a pending application for change under the file number.
 An * after the ID indicates a 15 AF exemption was granted under the file number.
 A "G" in the Batt column indicates the GEO CTR of a battery. A "B" indicates a well in the battery.
 The number in the Batt column is the number of wells in the battery.

Water Rights and Points of Diversion Within 2.00 miles of point defined as:

1586 Feet North and 3800 Feet West of the Southeast Corner of Section 35 T 26S R 1W

GROUNDWATER ONLY

WATER USE CORRESPONDENTS:

- ```

=====
File Number Use ST SR
A__ 17002 00 REC NK G
> SEDGWICK CO ENVIRONMENTAL RESOURCES DEPT
> SUSAN D ERLLENWEIR
> 1144 S SENECA
> WICHITA KS 67213
>-----
A__ 31329 00 REC NK G
> SEDGWICK CO ENVIRONMENTAL RESOURCES DEPT
> SUSAN D ERLLENWEIR
> 1144 S SENECA
> WICHITA KS 67213
>-----
A__ 38478 00 IRR NK G
> LLDK LLC
> DBA REFLECTION RIDGE GOLF CORP
> 7700 REFLECTION RD
> WICHITA KS 67205
>-----
A__ 38478 00 REC NK G
> LLDK LLC
> DBA REFLECTION RIDGE GOLF CORP
> 7700 REFLECTION RD

```



1320 Research Park Drive  
Manhattan, Kansas 66502  
785-564-6700

900 SW Jackson, Room 456  
Topeka, Kansas 66612  
785-296-3556

Secretary Jackie McClaskey

Governor Jeff Colyer, M.D.

February 28, 2018

CORNEJO & SONS  
2060 E TULSA  
WICHITA KS 67216

RE: Application  
File No. 49995

Dear Sir or Madam:

Your application for permit to appropriate water in 35-26S-1W in Sedgwick County, was received and has been assigned the file number noted above.

As a matter of record, the Division of Water Resources has on hand a large number of applications awaiting processing. Therefore to be fair to all concerned, and so that we can process those applications on hand in the order they were received, we intend to concentrate on the backlog of applications until the issue is resolved. Once review of your application has begun, we will contact you, if additional information is required.

In accordance with the provisions of the Kansas Water Appropriation Act, a portion of which is included below, the use of water as proposed prior to approval of the application is unlawful. Once approved, compliance with the terms, conditions and limitations of the permit is necessary. Conservation of the water resources of Kansas is required.

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

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

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

If you have any questions, please contact me at (785) 564-6637. If you wish to discuss a specific file, please have the file number ready so that we may help you more efficiently.

Sincerely,

Kristen A. Baum  
New Applications Unit Supervisor  
Water Appropriation Program

BAT: dlw  
pc: STAFFORD Field Office  
GMD

SCANNED

  
**Kansas**  
Department of Agriculture  
Division of Water Resources

49995

Topeka Field Office  
6531 SE Forbes Ave., Suite B  
Topeka, Kansas 66619

Jackie McClaskey, Secretary  
David W. Barfield, Chief Engineer  
Katherine A. Tietsort, Water Commissioner

Phone: (785) 296-5733  
Fax: (785) 296-8298  
www.agriculture.ks.gov  
Sam Brownback, Governor

January 26, 2018

KOON LAW FIRM LLC  
% MORGAN B KOON  
800 EAST 21<sup>ST</sup> STRET NORTH  
WICHITA KS 67214

**COPY**

RE: New Project Permit Application – Cornejo & Sons, Inc.  
Riverside Airport Project

Dear Morgan:

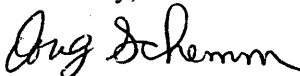
Enclosed is a new application form for a Project Permit which will effectively cover the entire 122 acre pit at the Riverside Airport location. Upon approval of this Project Permit, **hydraulic dredging and sand washing** will be authorized as secondary uses of water (i.e. no additional permitting required) if such secondary uses are located within the same source of supply and are associated with the operation. Any secondary uses shall use water in a manner in which there is no significant net consumptive use.

The Project Permit application **must be signed at both Paragraph Nos. 6 and 16**. We are going to apply \$200 that you previously submitted for Application, File No. 49,868 toward this Project Permit, so we need an additional filing fee of **\$300**. In addition, the enclosed Minimum Desirable Streamflow form must be signed and notarized, and please sign the site map where indicated at the bottom.

Finally, enclosed are Voluntary dismissal forms for Application, File No. 49,868, and Appropriation of Water, File No. 47,635-D2. The Project Permit will essentially replace both of these files. Please sign and notarize these forms as necessary.

Please submit the application and filing fee, and dismissal forms to the **Kansas Department of Agriculture, Division of Water Resources, 1320 Research Park Drive, Manhattan, KS 66502**. You may contact the Topeka Field Office at (785) 296-5733, or myself at (785) 296-3495, for any additional assistance in completing these application forms.

Sincerely,



Douglas Schemm  
Environmental Scientist  
Topeka Field Office

Enclosures

Water Resources  
Received

FEB 20 2018

KS Dept Of Agriculture

SCANNED

\_\_\_\_\_  
(Date)

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

Re: Application  
File No. 49995

Minimum Desirable Streamflow

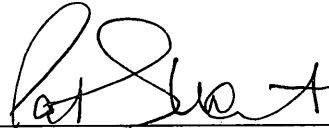
Dear Sir:

I understand that a Minimum Desirable Streamflow requirement has been established by the legislature for the source of supply to which the above referenced application applies.

I understand that diversion of water pursuant to this application will be subject to regulation any time Minimum Desirable Streamflow requirements are not being met.

I also understand that if this application is approved, there could be times, as determined by the Division of Water Resources, when I would not be allowed to divert water. I realize that this could affect the economics of my decision to appropriate water.

I am aware of the above factors, and with the knowledge thereof, request that the Division of Water Resources proceed with processing and approval, if possible, of the above referenced application.

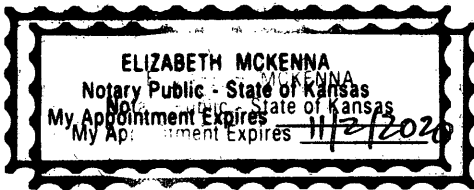


\_\_\_\_\_  
Signature of Applicant

State of Kansas )  
County of Sedgwick ) ss

PAT SHORT  
\_\_\_\_\_  
(Print Applicant's Name)

I hereby certify that the foregoing instrument was signed in my presence and sworn to before me this 13<sup>th</sup> day of February, 2018.



\_\_\_\_\_  
Notary Public

My Commission Expires:  
11-2-2020

Water Resources  
Received

FEB 20 2018

KS Dept Of Agriculture

SCANNED

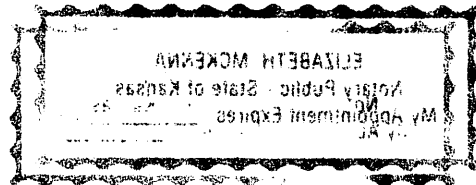


**MINIMUM DESIRABLE STREAMFLOW FORM TO BE USED WHEN  
APPLICABLE WHEN FILING AN APPLICATION FOR PERMIT  
TO APPROPRIATE WATER FOR BENEFICIAL USE**

The Kansas Legislature has established minimum desirable streamflows for the streams listed below. If your proposed diversion of water is going to be from one of these watercourses or adjacent alluvial aquifers, please complete the back side of this page and submit it along with your application for permit to appropriate water.

Arkansas River  
Big Blue River  
Chapman Creek  
Chikaskia River  
Cottonwood River  
Delaware River  
Little Arkansas River  
Little Blue River  
Marais des Cygnes River  
Medicine Lodge River  
Mill Creek (Wabaunsee Co. area)  
Neosho River

Ninnescah River  
North Fork Ninnescah River  
Rattlesnake Creek  
Republican River  
Saline River  
Smoky Hill River  
Solomon River  
South Fork Ninnescah  
Spring River  
Walnut River  
Whitewater River



Water Resources  
Division

KS Dept. of Agriculture

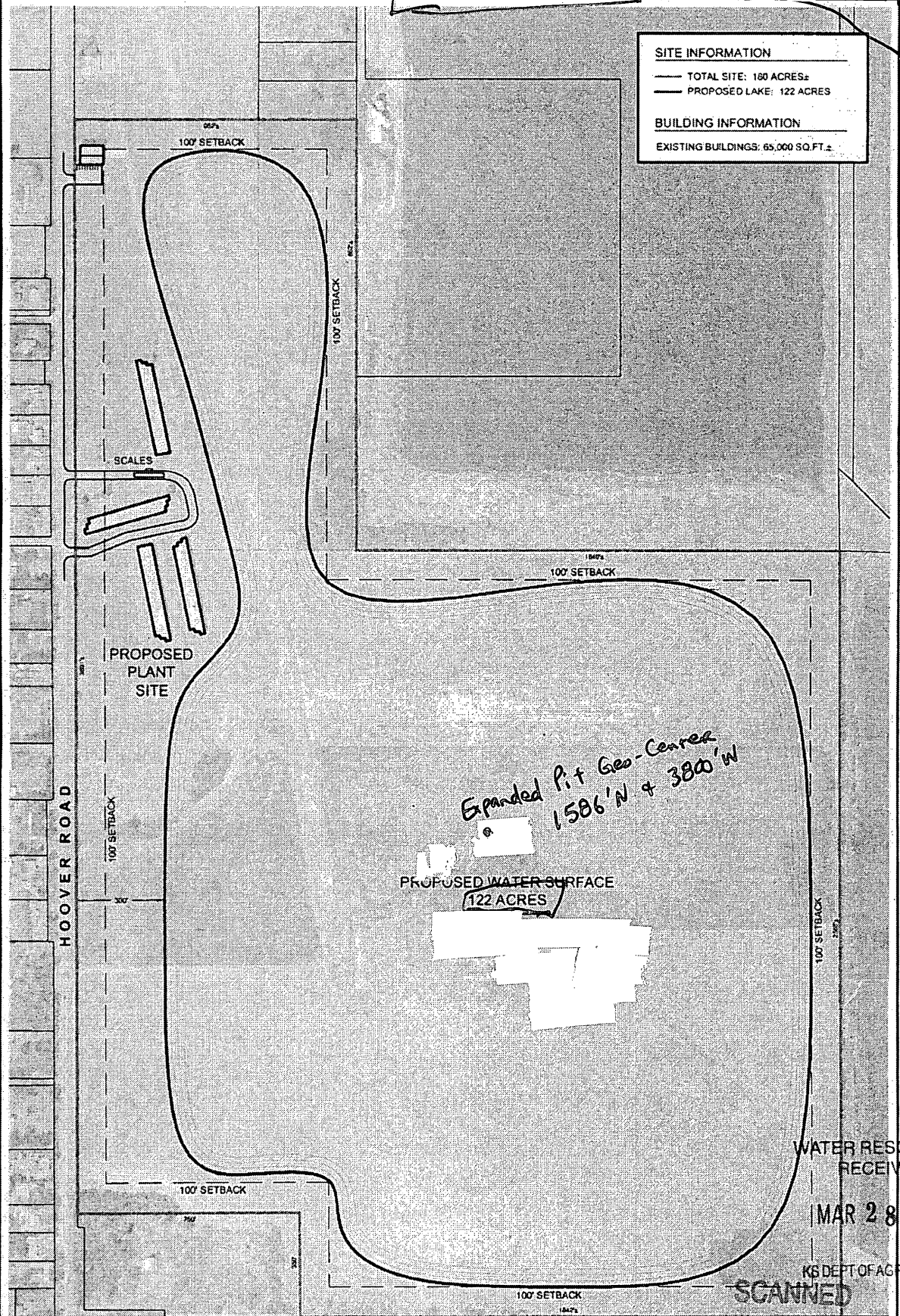
KS Dept. of Agriculture

10/1/01

CORNEJO

49995

| SITE INFORMATION     |                                    |
|----------------------|------------------------------------|
| —                    | TOTAL SITE: 180 ACRES±             |
| —                    | PROPOSED LAKE: 122 ACRES           |
| BUILDING INFORMATION |                                    |
| —                    | EXISTING BUILDINGS: 65,000 SQ.FT.± |



WATER RESOURCES  
RECEIVED  
MAR 28 2014  
KS DEPT OF AGRICULTURE

SCANNED

Water Resources  
Received

REVISED SITE PLAN - PUD2011-03  
RIVERSIDE AIRPORT - 29TH STREET N. & HOOPER

FEB 20 2018



SCALE: 1" = 300'

KS Dept Of Agriculture

SCANNED

1/2" x 500'

**Koon Law Firm, LLC**

800 East 21<sup>st</sup> Street North ■ Wichita, Kansas 67214  
316.201.1681 ■ 316.201.1686 (Fax) ■ 316.558.9919 (Direct)  
[beth@cornejocompanies.com](mailto:beth@cornejocompanies.com) (Email)

February 19, 2018

Kansas Department of Agriculture  
Division of Water Resources  
1320 Research Park Drive  
Manhattan, KS 66502

**VIA FEDERAL EXPRESS**

**Re: *Cornejo & Sons, LLC***  
***New Project Application—Riverside Airport Project***

Dear Sir or Madam:

Enclosed please find the following documents:

1. Copy of the January 26, 2018 letter of Douglas Schemm of the Topeka Field Office;
2. Original Application for Permit to Appropriate Water for Beneficial Use (with attachments);
3. Original Voluntary Dismissal of an Application for Permit to Appropriate Water (File No. 49,868);
4. Original Voluntary Waiver of Hearing & Dismissal of Water Right (File No. 47,635-D2); and
5. Our check in the amount of \$300 for the remainder of the application/filing fee(s).

If you have any questions, please feel free to contact our office.

Very truly yours,



Elizabeth McKenna  
Legal Assistant to Morgan B. Koon

/eim

Enclosures

cc w/encl.:

Douglas Schemm  
Environmental Scientist  
Kansas Department of Agriculture  
Division of Water Resources  
Topeka Field Office  
6531 SE Forbes Ave., Suite B  
Topeka, KS 66619  
**Via Federal Express**

**Water Resources  
Received**

**FEB 20 2018**

**KS Dept Of Agriculture**

**SCANNED**