

THE STATE OF KANSAS



WATER RESOURCES RECEIVED

JUN 13 2024

12:58

KANSAS DEPARTMENT OF AGRICULTURE
Mike Beam, Secretary of Agriculture

DIVISION OF WATER RESOURCES
Earl D. Lewis Jr., Chief Engineer

File Number 51251

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

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.)

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): Jost & Co LLC
Address: 2168 K 15
City: Hillsboro KS State KS Zip Code 67063
Telephone Number: 620 382 4752

2. The source of water is: surface water in (stream)
OR groundwater in Cotton Wood 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.

3. The maximum quantity of water desired is 320 acre-feet OR gallons per calendar year, to be diverted at a maximum rate of 800 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. 1 GMD Meets K.A.R. 5-3-1 (YES/NO) Use IRR Source G/S County MN By KJN Date 6/14/24
Code RE2 \$300 6-13-24 CR# 384

6/17/2024
KAnderson

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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 NE quarter of the SW quarter of the NW quarter of Section 21, more particularly described as being near a point 4180' feet North and 4480' feet West of the Southeast corner of said section, in Township 18 South, Range 2 East/West (circle one), Marion County, Kansas.
- (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):

Scully Partners LP 600 Orchard Dr Hillsboro KS
 (name, address and telephone number)
620-947-2234 67063
 (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 _____, 20____.

Applicant's Signature

The applicant must provide the required information or signature irrespective of whether they are the landowner. Failure to complete this portion of the application will cause it to be unacceptable for filing and the application will be returned to the applicant.

7. The proposed project for diversion of water will consist of up to a 4 well battery
 (number of wells, pumps or dams, etc.)
 and (was)(will be) completed (by) est late 2024
 (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 June 2025
 (Mo/Day/Year)

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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 _____

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.

47965 covers 21 18S 2 E

35973 20-18-2 E

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File No. _____

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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	5-14-23	_____	_____	_____
Total depth of well	53' 14'	_____	_____	_____
Depth to water bearing formation	16	_____	_____	_____
Depth to static water level	6	_____	_____	_____
Depth to bottom of pump intake pipe	48' EST	_____	_____	_____

14. The relationship of the applicant to the proposed place where the water will be used is that of tenant
(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):
Scully Partners LP 600 Orchard Dr Hillsboro KS
(name, address and telephone number)
620-947-2234 67063
_____ (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 Hillsboro, Kansas, this 10th day of June, 2024
(month) (year)

Joel? Co LLC
Keith Joel owner

(Applicant Signature)

By _____
(Agent or Officer Signature)

(Agent or Officer - Please Print)

Assisted by _____ Date: _____
(office/title)

LOCATION OF WATER WELL

Latitude	38.474604	Longitude	-97.221398	Section	21	Township	18	Range	2	<input checked="" type="checkbox"/> E <input type="checkbox"/> W	Fraction	NE ¼ SW ¼ NW ¼
Datum	NAD83	Elevation	1367	County	Marion							

WATER WELL OWNER

Name	Keith Jost
Business	
Address	2168 Hwy K15 Hillsboro KS 67063
Well location	~1/3mi SE of 280th & K-15 / 1/2mi SSE of Durham
<input type="checkbox"/> at owner's address	

WELL WATER USE

Other Irrigation Test Well

COMPLETION

Depth of completed well: 53 ft.
 Depth(s) groundwater encountered:
 (1) 16 ft.; (2) _____ ft.;
 (3) _____ ft.; (4) dry well

Static water level in well: 6 ft.
 measured below land surface on (mm/dd/yy): 05/14/2024
 measured above land surface on (mm/dd/yy): _____

Estimated yield: _____ gpm
 Water level was: _____ ft. after _____ hours pumping _____ gpm
 Pump installed? Yes No

Water well disinfected? Yes No
 Date disinfected (mm/dd/yy): 05/14/2024

Aquifer, if known: _____

NEAREST SOURCE OF POTENTIAL CONTAMINATION

Source: _____
 Distance from well: _____ Direction from well: _____
 Source description: _____
 Source: _____
 Distance from well: _____ Direction from well: _____
 Source description: _____
 No potential source of contamination within 100 feet.

CONSTRUCTION

Borehole interval: from 0 to 43 ft. Borehole diameter: 10 in.
 from 43 to 53 ft. 4.875 in.

Casing height above land surface: 12 in.
 If casing height is less than 12 in. has a variance been approved?* Yes No
 *variance not required for monitoring or environmental remediation wells

Casing type: ThermalPlastic

Blank casing interval: 0 ft. to 23 ft.
 Blank casing diameter: 6 in.
 Casing joints: Glued
 Weight: _____ lbs/ft.
 Wall thickness or gauge no.: .255

Blank casing interval: _____ ft. to _____ ft.
 Blank casing diameter: _____ in.
 Casing joints: _____
 Weight: _____ lbs/ft.
 Wall thickness or gauge no.: _____

Grout interval: 0 ft. to 20 ft.
 Grout material: Bentonite
 Grout interval: _____ ft. to _____ ft.
 Grout material: _____

Screen / perforation material: PVC
 Screen / perforation openings: Mill slot
 Screen / perforation intervals:
 From 23 ft. to 43 ft.
 Slot size .032 unit inches
 From _____ ft. to _____ ft.
 Slot size _____ unit _____

Gravel pack intervals:
 Gravel pack not used: Gravel size _____ in
 From 20 ft. to 43 ft.
 Gravel pack not used: Gravel size _____ in
 From _____ ft. to _____ ft.

PERMIT & ID NUMBERS (AS REQUIRED)

DWR Application No.: _____
 KDHE / EPA Project Code: _____
 Site Name: _____
 KDHE UIC Class V Form Completed: Yes No
 County Permit: Yes No Permit ID: _____
 Lease Name & Well #: _____
 # of boreholes: _____ # of dewatering wells: _____

LITHOLOGIC LOG

FROM	TO	LITHOLOGY INTERVALS
0	16	clay,tannish,brown
16	30	clay,fine sand
30	41	clay,w/ broken shale & petrified wood
41	48	shale,moderately weathered,gray
48	49	shale,fractured
49	53	shale,slightly weathered,gray,very hard

COMMENTS

From 43ft to 53ft, this well is an open hole.

CONTRACTOR'S OR LANDOWNERS CERTIFICATION

This water well was constructed reconstructed pursuant to the stated water well contractor's license and was completed on 05/14/2024. I certify that this record is true to the best of my knowledge and belief. This water well record was completed on _____ under the business name of Peterson McNett Drilling, Inc., Kansas Water Well Contractor's License No. 897 under the authority of the designated person as defined in K.A.R. 28-30-2(j) and signed and certified by the electronic signature of the designated person at its submittal: Logan McNett

Send one copy to WATER WELL OWNER and retain one for your records. Fee of \$5.00 for each constructed well.

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**IRRIGATION USE
SUPPLEMENTAL SHEET**

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File No. _____

Name of Applicant (Please Print): Just : Co LLC

1. Please supply the name and address of each landowner, the legal description of the lands to be irrigated, and designate the actual number of acres to be irrigated in each forty acre tract or fractional portion thereof:

Landowner of Record NAME: Scully Partners LP
ADDRESS: 600 Orchard Dr Hillsboro KS 67063

S	T	R	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
21	18	2	30	30	25	25	40	40	30	40					20	20			300
21	.																		

Landowner of Record NAME: Just : Co LLC
ADDRESS: 2168 K15 Hillsboro KS 67063

S	T	R	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
20	18	2							20	20	30	30	30	30	30	30	20	20	280

Landowner of Record NAME: _____
ADDRESS: _____

S	T	R	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

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2. Please complete the following information for the description of the operation for the irrigation project. Attach supplemental sheets as needed.

a. Indicate the soils in the field(s) and their intake rates:

Soil Name	Percent of field (%)	Intake Rate (in/hr)	Irrigation Design Group
Wells loam	1-3 .25	02.7-04	Sprinkler
Chase silt Clay loam	0-1 .75	.02-.04	Sprinkler
Total:	100 %		

b. Estimate the average land slope in the field(s): 1-2 %
 Estimate the maximum land slope in the field(s): 3 %

c. Type of irrigation system you propose to use (check one):
 Center pivot ___ Center pivot - LEPA ___ "Big gun" sprinkler
 ___ Gravity system (furrows) ___ Gravity system (borders) ___ Sideroll sprinkler
 Other, please describe: _____

d. System design features:
 i. Describe how you will control tailwater:

 ii. For sprinkler systems:
 (1) Estimate the operating pressure at the distribution system: 25 psi
 (2) What is the sprinkler package design rate? 800 gpm
 (3) What is the wetted diameter (twice the distance the sprinkler throws water) of a sprinkler on the outer 100 feet of the system? 40 feet
 (4) Please include a copy of the sprinkler package design information.

e. Crop(s) you intend to irrigate. Please note any planned crop rotations:
 corn beans wheat rotation of bean - corn
 sometimes wheat

f. Please describe how you will determine when to irrigate and how much water to apply (particularly important if you do not plan a full irrigation).
 40 years of experience on similar ground using a spade for top foot of soil and weather forecast

You may attach any additional information you believe will assist in informing the Division of the need for your request.

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FEE SCHEDULE

1. The fee for an application for a permit to appropriate water for beneficial use, except for domestic use, shall be (see paragraph No. 2 below if requesting storage):

ACRE-FEET	FEE
0-100	\$200.00
101-320	\$300.00
More than 320	\$300.00 plus \$20.00 for each additional 100 acre-feet or any part thereof.

2. The fee for an application in which storage is requested, except for domestic use, shall be:

ACRE-FEET	FEE
0-250	\$200.00
More than 250	\$200.00 plus \$20.00 for each additional 250 acre-feet of storage or any part thereof.

Note: If an application requests both direct use *and* storage, the fee charged shall be as determined under No. 1 or No. 2 above, whichever is greater, but not both fees.

3. The fee for an application for a permit to appropriate water for water power or dewatering purposes shall be \$100.00 plus \$200.00 for each 100 cubic feet per second, or part thereof, of the diversion rate requested.

Note: The applicant shall notify the Chief Engineer and pay the statutorily required field inspection fee of \$400.00 when construction of the works for diversion has been completed, except that for applications filed on or after July 1, 2009, for works constructed for sediment control use and for evaporation from a groundwater pit for industrial use shall be accompanied by a field inspection fee of \$200.00.

MAKE CHECKS PAYABLE TO THE KANSAS DEPARTMENT OF AGRICULTURE**ATTENTION**

A Water Conservation Plan may be required per K.S.A. 82a-733. A statement that your application for permit to appropriate water may be subject to the minimum desirable streamflow requirements per K.S.A. 82a-703a, b, and c may also be required from you. After the Division of Water Resources has had the opportunity to review your application, you will be notified whether or not you will need to submit a Water Conservation Plan. You also may be required to install a water flow meter or water stage measuring device on your diversion works prior to diverting water. There may be other special conditions or Groundwater Management District regulations that you will need to comply with if this application is approved.

CONVERSION FACTORS

1 acre-foot equals 325,851 gallons

1 million gallons equal 3.07 acre-feet

Aerial Map

crosshatched over existing # 47965

*Near
P.P.P.*



Boundary Center: 38.473001, -97.217359



existing
21-18S-2E
Marion County
Kansas
Pipeline



Maps Provided By:
 **surety**
 CUSTOMIZED ONLINE MAPPING
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Field borders provided by Farm Service Agency as of 5/21/2008.

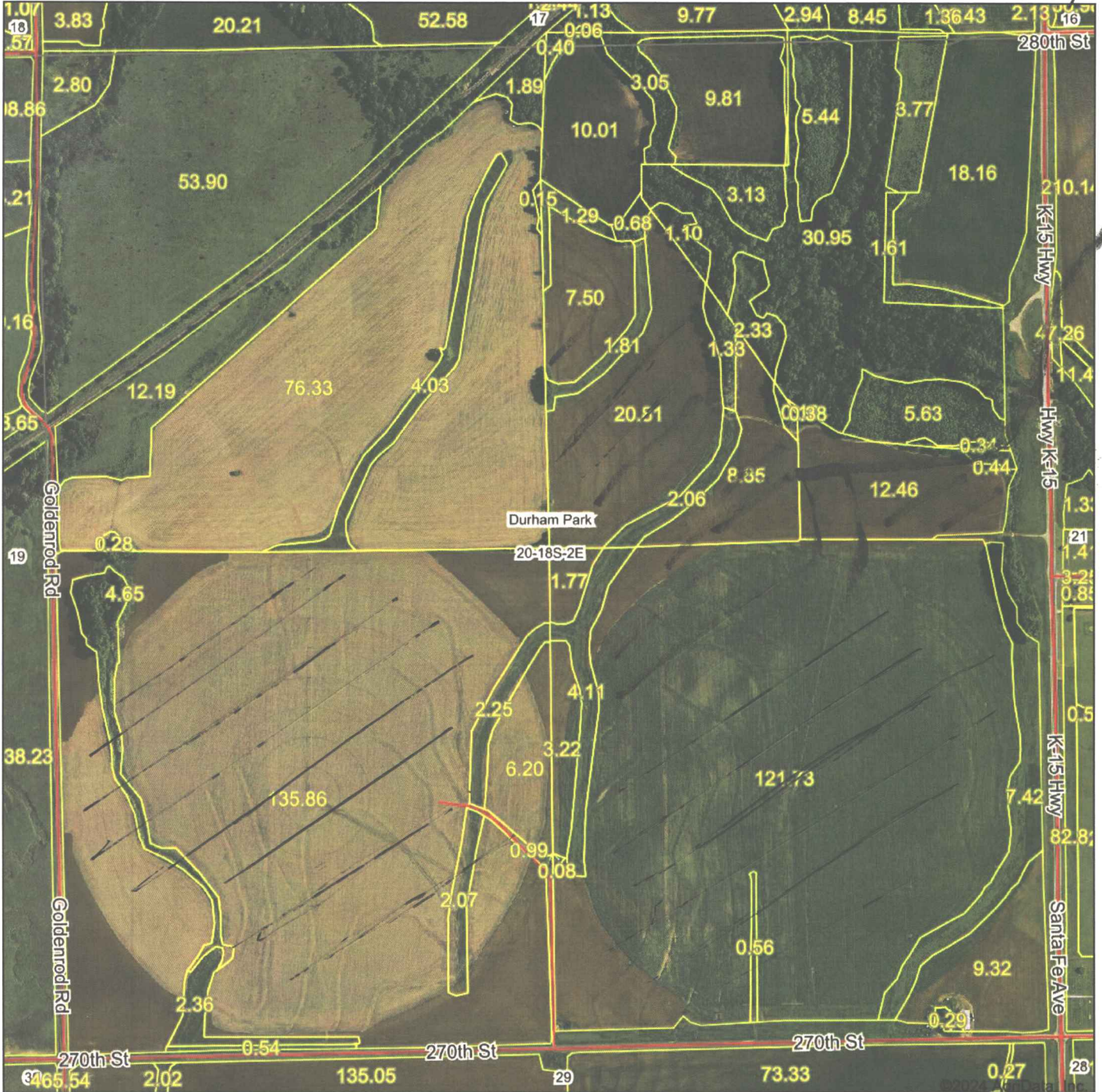
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Crosshatch over # 35973
Aerial Map

New Pipeline



Map Center: 38.471329, -97.233898



20-18S-2E
Marion County
Kansas



Maps Provided By:
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 CUSTOMIZED ONLINE MAPPING
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5/24/2024

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This application has a better
core samples and deeper zone
than file # 5110 of Oct 2023
so we appreciate this application getting
the 5110 time slot.

Keith Jost
620 382 4752

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To whom it may concern:
we acknowledge that the Jost's
(Jost: COLLC) will drill a well about
 $\frac{1}{2}$ mile away from 956 280th. and ^{we} give
our consent.

6-10-24

T. Clark

Tina Clark

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May, 29, 2024

To Whom It May Concern:

I'm aware of an irrigation well being drilled on the north side of the Cottonwood River here at my home farm. I have no objection to this well.


Robert L Unruh


Date

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The Cook family S. of RR Tracks said have city water and no well

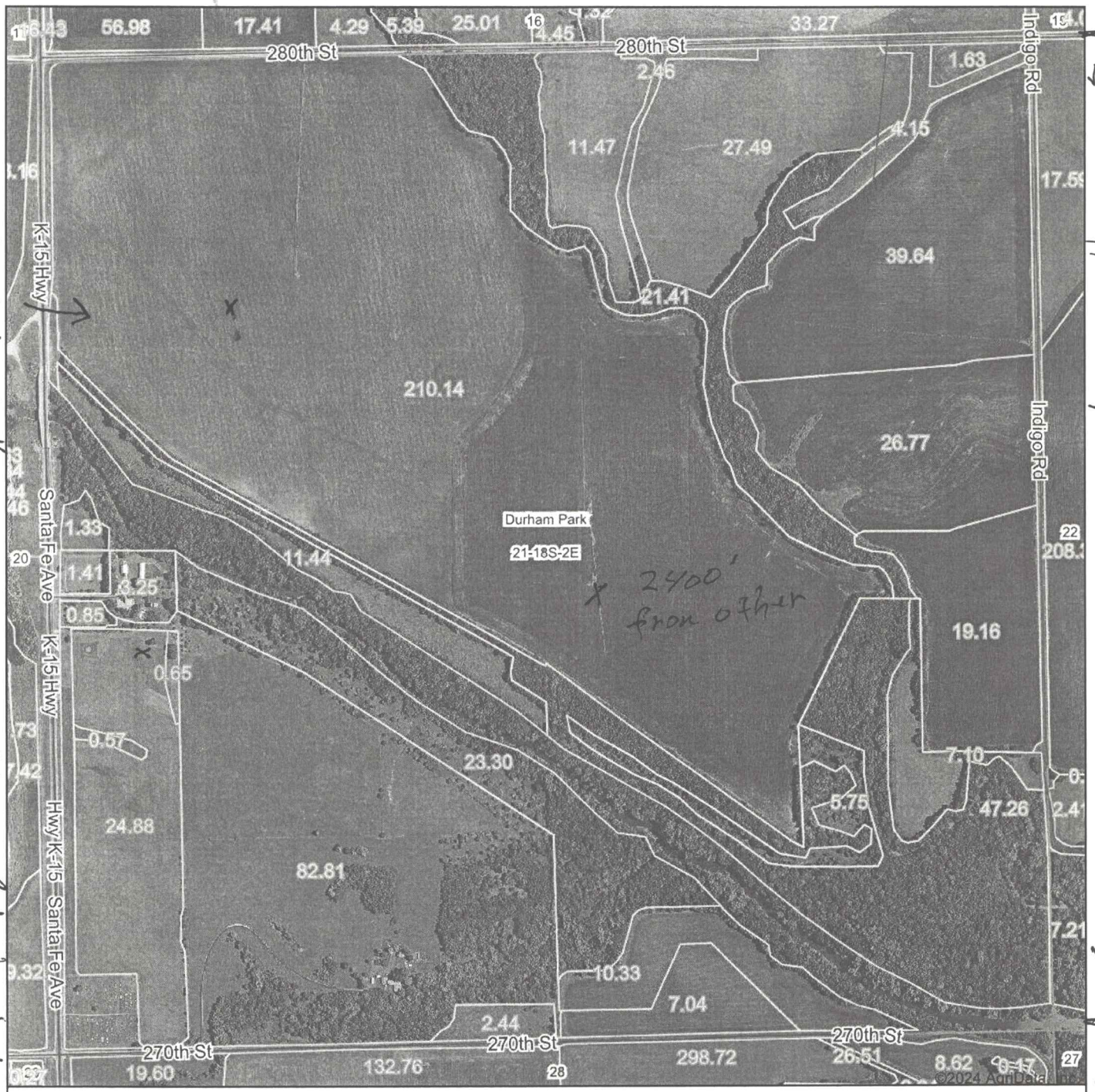
Clark home Rural Water X

4480' Aerial Map

Point of well battery 2000 ft to Bob Urnh house well letter Attached

4180 ft North

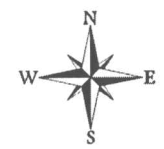
SE Corner Section



Map Center: 38.471382, -97.215421



21-18S-2E
Marion County
Kansas



Maps Provided By:
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4/26/2024
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47965

2400' SE of New Application



Valley Dealer

NMAN IRRIGATION
392 ARAPAHO ROAD
NMAN, KS 67546-8002
United States

Customer

Keith Jost
2168 K-15
HILLSBORO, KS 67063
US

Dealer No.

00003440

Field Name

Jost 1

Parent Order No.
Sprinkler Order No. **Jost 1 For VRI**

Plant **VALLEY SHIPPING**

Dealer PO
Order Date **04/10/2023**
Load Date **04/13/2023**
Method Of Shipment **UPSG**

8 Span Valley Standard Pivot PRE 6000
Machine Flow 800 (GPM)
Pivot Pressure 35 (PSI)

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Parent Order No

Dealer **INMAN IRRIGATION**
Customer **Keith Jost**
Field Name **Jost 1**

Sprinkler Order No **Jost 1 For VRI** WATER RESOURCES RECEIVED

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Valley Standard Pivot PRE 6000 Machine Sprinkler Chart

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Cpl No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Wear Pad	Drop Length (in)	Regulator	Line (PSI)	Spk (PSI)	Rqd (GPM)	Act (GPM)
60	480.9			Plug									
61	489.4	27	25.1	30	Dark Brown	R3000	D4 - Green	66		29.8	31.5	8.8	8.8
62	497.8			Plug									
63	506.3	28	16.9	28	Blue	R3000	D4 - Green	72		29.4	31.6	7.4	7.7
64	514.8			Plug									
65	523.2	29	16.9	28	Blue	R3000	D4 - Green	78		29.1	31.5	7.6	7.7
66	531.7			Plug									
67	540.1	30	16.9	28	Blue	R3000	D4 - Green	78		28.9	31.3	7.6	7.6
68	548.6			Plug									
69	555.9	31	15.8	27	White/Blue	R3000	D4 - Green	78		28.8	31.2	7.3	7.0
70	563.2			Plug									
71	570.6	32	14.6	28	Blue	R3000	D4 - Green	72		28.8	31.0	7.5	7.6
72	577.9			Plug									
73	586.4	33	15.8	29	Blue/Dark Brown	R3000	D4 - Green	66		28.9	30.7	8.2	8.1
74	594.8			Plug									
75	603.3	34	16.9	30	Dark Brown	R3000	D4 - Green	60		29.0	30.5	8.7	8.6
76	611.8			Plug									
	615.9		Tower Number : 4		Span Length(ft) : 147.4								
77	619.9	35	16.6	31	Dk Brown/Orange	R3000	D4 - Green	60		29.0	30.5	8.9	9.1
78	628.3			Plug									
79	636.8	36	16.9	31	Dk Brown/Orange	R3000	D4 - Green	66		28.6	30.2	9.3	9.1
80	645.3			Plug									
81	653.7	37	16.9	32	Orange	R3000	D4 - Green	72		28.3	30.0	9.5	9.7
82	662.2			Plug									
83	670.6	38	16.9	32	Orange	R3000	D4 - Green	78		28.0	29.8	9.8	9.7
84	679.1			Plug									
85	687.6	39	16.9	32	Orange	R3000	D4 - Green	78		27.8	29.7	9.7	9.7
86	696.0			Plug									
87	703.3	40	15.8	31	Dk Brown/Orange	R3000	D4 - Green	78		27.8	29.7	9.2	9.0
88	710.7			Plug									
89	718.0	41	14.6	32	Orange	R3000	D4 - Green	72		27.8	29.5	9.4	9.7
90	725.3			Plug									
91	733.8	42	15.8	33	Orange/Dk Green	R3000	D4 - Green	66		27.8	29.2	10.3	10.3

Customer **Keith Jost**

Field Name **Jost 1**

Valley Standard Pivot PRE 6000 Stachin Sprinkler Chart

Spk No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Other Social Security Numbers	Other Social Security Numbers and Names	Drop Length (in)	Regulator	Line (Psi)	Spk PSI	Spk Area (GPM)	Spk Area (GPM)
1	6.7			Gauge										
2	15.1			Plug										
3	23.4			Plug										
Sprinkler : Nelson Rotator Assembly														
4	31.8	1		16	Lavender	R3000			72		33.4	37.1	0.7	2.7
5	40.2			Plug										
6	48.5			Plug										
7	56.9	2	25.1	16	Lavender	R3000			78		33.9	36.8	1.0	2.7
8	65.2			Plug										
9	73.6	3	16.7	16	Lavender	R3000			78		33.7	36.6	1.1	2.7
10	82.0			Plug										
11	82.5			Plug										
12	90.9	4	17.3	16	Lavender	R3000			78		33.5	36.4	1.3	2.7
13	99.2			Plug										
14	107.6	5	16.8	16	Lavender	R3000			72		33.4	36.1	1.6	2.7
15	116.0			Plug										
16	124.4	6	16.8	16	Lavender	R3000			72		33.4	36.0	1.8	2.7
17	132.8			Plug										
18	141.2	7	16.8	16	Lavender	R3000			66		33.4	35.9	2.0	2.6
19	149.6			Plug										
20	158.0	8	16.8	16	Lavender	R3000			54		33.5	35.5	2.2	2.6
Tower Number : 1 Span Length(ft) : 160.2														
21	165.2			Plug										
22	173.6	9	15.6	16	Lavender	R3000			60		33.2	35.4	2.4	2.6
23	182.0			Plug										
24	190.4	10	16.8	16	Lavender	R3000			66		32.8	35.2	2.8	2.6
25	198.8			Plug										
26	207.3	11	16.8	17	Lavender/Gray	R3000			72		32.5	35.0	3.0	3.0
27	215.7			Plug										
28	224.1	12	16.8	22	Yellow	R3000			72		32.2	34.6	5.0	4.9



Applicant's Contact Information

Contact Information

Mailing Address: **2168 K15 Highway, Hillsboro, Kansas, 67063**

Reside at this address: **Yes**

Phone: **(620) 382-4752 Mobile**

Best time to call: **9 a.m. to Noon**

Email Address: **jostfarm2@gmail.com**

Confirm Email Address: **jostfarm2@gmail.com**

Language Preferences

Preferred language for speaking: **English**

Preferred language for reading: **English**

Birth and Citizenship Information

Place of Birth: **Goessel, Kansas**

U.S. Citizen: **Yes**

Type of Citizenship: **US citizen born inside US**

Other Social Security Numbers and Names

Other Social Security Numbers


Other Social Security Numbers used: **No**

KS Dept. of Agriculture

JUN 13 2024

WATER RESOURCES RECEIVED

Valley Standard Pivot PRE 6000 Machine Sprinkler Chart

Cpl No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Wear Pad	Drop Length (in)	Regulator	Line (PSI)	Spk (PSI)	Rqd (GPM)	Act (GPM)
1	6.7			Gauge								35.0	
2	15.1			Plug									
3	23.4			Plug									
Sprinkler : Nelson Rotator Assembly													
-----  -----													
4	31.8	1		16	Lavender	R3000	D4 - Green	72		34.4	37.1	0.7	2.7
5	40.2			Plug									
6	48.5			Plug									
7	56.9	2	25.1	16	Lavender	R3000	D4 - Green	78		33.9	36.8	1.0	2.7
8	65.2			Plug									
9	73.6	3	16.7	16	Lavender	R3000	D4 - Green	78		33.7	36.6	1.1	2.7
10	82.0			Plug									
11	82.5			Plug									
12	90.9	4	17.3	16	Lavender	R3000	D4 - Green	78		33.5	36.4	1.3	2.7
13	99.2			Plug									
14	107.6	5	16.8	16	Lavender	R3000	D4 - Green	72		33.4	36.1	1.6	2.7
15	116.0			Plug									
16	124.4	6	16.8	16	Lavender	R3000	D4 - Green	72		33.4	36.0	1.8	2.7
17	132.8			Plug									
18	141.2	7	16.8	16	Lavender	R3000	D4 - Green	66		33.4	35.9	2.0	2.6
19	149.6			Plug									
20	158.0	8	16.8	16	Lavender	R3000	D4 - Green	54		33.5	35.5	2.2	2.6
	161.2		Tower Number : 1		Span Length(ft) : 160.2								
21	165.2			Plug									
22	173.6	9	15.6	16	Lavender	R3000	D4 - Green	60		33.2	35.4	2.4	2.6
23	182.0			Plug									
24	190.4	10	16.8	16	Lavender	R3000	D4 - Green	66		32.8	35.2	2.8	2.6
25	198.8			Plug									
26	207.3	11	16.8	17	Lavender/Gray	R3000	D4 - Green	72		32.5	35.0	3.0	3.0
27	215.7			Plug									
28	224.1	12	16.8	22	Yellow	R3000	D4 - Green	72		32.2	34.6	5.0	4.9

Customer **Keith Jost**

Field Name **Jost 1**

JUN 13 2024

Valley Standard Pivot PRE 6000 Machine Sprinkler Chart

KS Dept. of Agriculture

Cpl No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Wear Pad	Drop Length (in)	Regulator	Line (PSI)	Spk (PSI)	Rqd (GPM)	Act (GPM)
29	232.5			Plug									
30	240.9			Plug									
31	241.4			Plug									
32	249.8			Plug									
33	258.2	13	34.1	24	Red	R3000	D4 - Green	72		31.8	34.2	5.6	5.8
34	266.6			Plug									
35	275.0	14	16.8	20	Turquoise	R3000	D4 - Green	72		31.7	34.2	4.0	4.1
36	283.4			Plug									
37	291.8	15	16.8	20	Turquoise	R3000	D4 - Green	66		31.7	34.0	4.2	4.0
38	300.2			Plug									
39	308.5	16	16.7	18	Gray	R3000	D4 - Green	60		31.7	33.9	3.3	3.2
40	317.0	17	8.4	22	Yellow	R3000	D4 - Green	54		31.8	33.7	4.6	4.8
	321.1												
Tower Number : 2 Span Length(ft) : 159.9													
41	325.0			Plug									
42	333.5			Plug									
43	342.0	18	25.0	25	Red/White	R3000	D4 - Green	66		31.2	33.4	6.1	6.2
44	350.4			Plug									
45	358.9	19	16.9	23	Yellow/Red	R3000	D4 - Green	72		30.8	33.3	5.2	5.2
46	367.3			Plug									
47	375.8	20	16.9	23	Yellow/Red	R3000	D4 - Green	78		30.5	33.2	5.5	5.2
48	384.3			Plug									
49	392.7	21	16.9	24	Red	R3000	D4 - Green	78		30.3	32.9	5.5	5.7
50	401.2			Plug									
51	408.5	22	15.8	23	Yellow/Red	R3000	D4 - Green	78		30.2	32.8	5.3	5.2
52	415.8			Plug									
53	423.1	23	14.6	24	Red	R3000	D4 - Green	72		30.1	32.5	5.5	5.7
54	430.5			Plug									
55	438.9	24	15.8	25	Red/White	R3000	D4 - Green	66		30.1	32.3	6.2	6.1
56	447.4			Plug									
57	455.9	25	16.9	22	Yellow	R3000	D4 - Green	60		30.2	32.3	5.0	4.7
58	464.3	26	8.5	26	White	R3000	D4 - Green	60		30.3	32.2	6.7	6.6
	468.5												
Tower Number : 3 Span Length(ft) : 147.4													
59	472.5			Plug									

Customer **Keith Jost**

Field Name **Jost 1**

JUN 13 2024

Valley Standard Pivot PRE 6000 Machine Sprinkler Chart

KS Dept of Agriculture

Cpl No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Wear Pad	Drop Length (in)	Regulator	Line (PSI)	Spk (PSI)	Reg (GPM)	Act (GPM)
92	742.2			Plug									
93	750.7	43	16.9	29	Blue/Dark Brown	R3000	D4 - Green	60		28.0	29.7	8.2	8.0
94	759.2	44	8.5	34	Dark Green	R3000	D4 - Green	60		28.1	29.2	11.0	10.9
	763.3				Tower Number : 5	Span Length(ft) : 147.4							
95	767.3			Plug									
96	775.8			Plug									
97	784.2	45	25.1	39	Black/Dk Turq	R3000	D4 - Green	66		27.7	28.1	14.1	14.1
98	792.7			Plug									
99	801.1	46	16.9	36	Purple	R3000	D4 - Green	72		27.3	28.5	11.6	11.9
100	809.6			Plug									
101	818.1	47	16.9	36	Purple	R3000	D4 - Green	78		27.1	28.4	11.9	11.9
102	826.5			Plug									
103	835.0	48	16.9	36	Purple	R3000	D4 - Green	78		27.0	28.3	11.7	11.9
104	843.4			Plug									
105	850.8	49	15.8	34	Dark Green	R3000	D4 - Green	78		26.9	28.5	11.1	10.8
106	858.1			Plug									
107	865.4	50	14.6	35	Dk Green/Purple	R3000	D4 - Green	72		27.0	28.2	11.3	11.3
108	872.7			Plug									
109	881.2	51	15.8	37	Purple/Black	R3000	D4 - Green	66		27.1	27.9	12.4	12.6
110	889.7			Plug									
111	898.1	52	16.9	32	Orange	R3000	D4 - Green	60		27.3	28.6	9.8	9.5
112	906.6	53	8.5	32	Orange	R3000	D4 - Green	60		27.4	28.7	9.8	9.5
	910.7				Tower Number : 6	Span Length(ft) : 147.4							
113	914.7			Plug									
114	923.2	54	16.6	33	Orange/Dk Green	R3000	D4 - Green	60		27.2	28.4	9.9	10.1
115	931.6	55	8.5	27	White/Blue	R3000	D4 - Green	66		27.0	29.1	6.8	6.8
116	940.1	56	8.5	27	White/Blue	R3000	D4 - Green	66		26.8	28.9	6.8	6.7
117	948.6	57	8.5	27	White/Blue	R3000	D4 - Green	72		26.7	29.0	6.9	6.8
118	957.0	58	8.5	28	Blue	R3000	D4 - Green	72		26.6	28.8	7.0	7.3
119	965.5	59	8.5	27	White/Blue	R3000	D4 - Green	78		26.5	29.0	7.0	6.8
120	973.9	60	8.5	28	Blue	R3000	D4 - Green	78		26.5	28.9	7.1	7.3
121	982.4	61	8.5	28	Blue	R3000	D4 - Green	78		26.4	28.8	7.1	7.3
122	990.9	62	8.5	27	White/Blue	R3000	D4 - Green	78		26.4	28.9	6.7	6.7

Valley Standard Pivot PRE 6000 Machine Sprinkler Chart

KS Dept. of Agriculture

Cpl No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Wear Pad	Drop Length (in)	Regulator	Line (PSI)	Spk (PSI)	Rqd (GPM)	Act (GPM)
60	480.9			Plug									
61	489.4	27	25.1	30	Dark Brown	R3000	D4 - Green	66		29.8	31.5	8.8	8.8
62	497.8			Plug									
63	506.3	28	16.9	28	Blue	R3000	D4 - Green	72		29.4	31.6	7.4	7.7
64	514.8			Plug									
65	523.2	29	16.9	28	Blue	R3000	D4 - Green	78		29.1	31.5	7.6	7.7
66	531.7			Plug									
67	540.1	30	16.9	28	Blue	R3000	D4 - Green	78		28.9	31.3	7.6	7.6
68	548.6			Plug									
69	555.9	31	15.8	27	White/Blue	R3000	D4 - Green	78		28.8	31.2	7.3	7.0
70	563.2			Plug									
71	570.6	32	14.6	28	Blue	R3000	D4 - Green	72		28.8	31.0	7.5	7.6
72	577.9			Plug									
73	586.4	33	15.8	29	Blue/Dark Brown	R3000	D4 - Green	66		28.9	30.7	8.2	8.1
74	594.8			Plug									
75	603.3	34	16.9	30	Dark Brown	R3000	D4 - Green	60		29.0	30.5	8.7	8.6
76	611.8			Plug									
	615.9				Tower Number : 4	Span Length(ft) : 147.4							
77	619.9	35	16.6	31	Dk Brown/Orange	R3000	D4 - Green	60		29.0	30.5	8.9	9.1
78	628.3			Plug									
79	636.8	36	16.9	31	Dk Brown/Orange	R3000	D4 - Green	66		28.6	30.2	9.3	9.1
80	645.3			Plug									
81	653.7	37	16.9	32	Orange	R3000	D4 - Green	72		28.3	30.0	9.5	9.7
82	662.2			Plug									
83	670.6	38	16.9	32	Orange	R3000	D4 - Green	78		28.0	29.8	9.8	9.7
84	679.1			Plug									
85	687.6	39	16.9	32	Orange	R3000	D4 - Green	78		27.8	29.7	9.7	9.7
86	696.0			Plug									
87	703.3	40	15.8	31	Dk Brown/Orange	R3000	D4 - Green	78		27.8	29.7	9.2	9.0
88	710.7			Plug									
89	718.0	41	14.6	32	Orange	R3000	D4 - Green	72		27.8	29.5	9.4	9.7
90	725.3			Plug									
91	733.8	42	15.8	33	Orange/Dk Green	R3000	D4 - Green	66		27.8	29.2	10.3	10.3

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Valley Standard Pivot PRE 6000 Machine Sprinkler Chart


Cpl No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Wear Pad	Drop Length (in)	Regulator	Line (PSI)	Spk (PSI)	Rqd (GPM)	Act (GPM)
123	998.2	63	7.3	26	White	R3000	D4 - Green	78		26.4	29.0	6.3	6.3
124	1005.5	64	7.3	26	White	R3000	D4 - Green	72		26.4	28.8	6.3	6.3
125	1012.8	65	7.3	26	White	R3000	D4 - Green	72		26.5	28.8	6.4	6.3
126	1020.1	66	7.3	27	White/Blue	R3000	D4 - Green	72		26.5	28.8	6.9	6.7
127	1028.6	67	8.5	28	Blue	R3000	D4 - Green	66		26.6	28.5	7.5	7.3
128	1037.1	68	8.5	29	Blue/Dark Brown	R3000	D4 - Green	66		26.7	28.6	7.5	7.8
129	1045.5	69	8.5	29	Blue/Dark Brown	R3000	D4 - Green	60		26.8	28.6	7.6	7.8
130	1054.0	70	8.5	28	Blue	R3000	D4 - Green	60		26.9	28.8	7.5	7.3
1058.2		Tower Number : 7		Span Length(ft) : 147.4									
131	1062.1	71	8.1	29	Blue/Dark Brown	R3000	D4 - Green	60		26.9	28.7	7.6	7.8
132	1070.6	72	8.5	29	Blue/Dark Brown	R3000	D4 - Green	60		26.8	28.5	7.8	7.8
133	1079.1	73	8.5	29	Blue/Dark Brown	R3000	D4 - Green	66		26.6	28.5	7.8	7.8
134	1087.5	74	8.5	36	Purple	R3000	D4 - Green	66		26.5	27.5	11.9	11.7
135	1096.0			Plug									
136	1104.4	75	16.9	42	Mustard	R3000	D4 - Green	72		26.3	26.2	16.1	15.9
137	1112.9			Plug									
138	1121.4	76	16.9	43	Mustard/Maroon	R3000	D4 - Green	78		26.1	26.1	16.3	16.6
139	1129.8			Plug									
140	1138.3	77	16.9	41	Dk Turq/Mustard	R3000	D4 - Green	78		26.1	26.4	15.4	15.2
141	1145.6			Plug									
142	1152.9	78	14.6	40	Dk Turquoise	R3000	D4 - Green	72		26.2	26.6	14.5	14.4
143	1160.2			Plug									
144	1167.6	79	14.6	42	Mustard	R3000	D4 - Green	72		26.3	26.3	15.9	15.9
145	1176.0			Plug									
146	1184.5	80	16.9	44	Maroon	R3000	D4 - Green	66		26.5	26.0	17.2	17.3
147	1193.0			Plug									
148	1201.4	81	16.9	44	Maroon	R3000	D4 - Green	60		26.8	26.2	17.3	17.4
1205.4		Tower Number : 8		Span Length(ft) : 147.2									
149	1209.5			Plug									
150	1218.1	82	16.6	44	Maroon	R3000	D4 - Green	60		26.6	26.0	17.6	17.3
151	1226.6			Plug									
152	1235.1	83	17.0	45	Maroon/Cream	R3000	D4 - Green	72		26.3	25.6	18.1	18.0
153	1243.6			Plug									

Customer **Keith Jost**

Field Name **Jost 1**

Valley Standard Pivot PRE 6000 Machine Sprinkler Chart

KS Dept. of Agriculture

Cpl No	Dist From Pivot (ft)	Spk No	Dist Last Spk (ft)	Nozzle Size	Color	Spk Model	Wear Pad	Drop Length (in)	Regulator	Line (PSI)	Spk (PSI)	Rqd (GPM)	Act (GPM)
154	1252.1	84	17.0	46	Cream	R3000	D4 - Green	78		26.0	25.2	18.3	18.7
155	1260.6			Plug									
156	1269.1	85	17.0	46	Cream	R3000	D4 - Green	84		25.7	24.9	18.6	18.6
157	1277.6			Plug									
158	1286.1	86	17.0	39	Black/Dk Turq	R3000	D4 - Green	96		25.4	26.5	13.6	13.7
				Sprinkler : Senninger Spray									
													
159	1287.9	87		18	Purple	Directional				25.1	25.1	10.7	11.1
				Overhang	Span Length(ft) : 83.6								
				Sprinkler : Nelson Endgun									
													
160	1288.9	88		11/16		P85				25.1	24.4	61.8	64.2

Primary Endgun Arc Settings: Forward Angle: **45** Reverse Angle: **75**

800.3

This lease made this 1st day of **March 2024**, between **Scully Partners L.P.** hereinafter called Owner and **JOST and CO., LLC**, hereinafter called Lessee.

I. Legal Description and Term of Lease: Owner in consideration of the rents, royalties, covenants, agreements and undertakings of Lessee herein specified hereby leases to Lessee and Lessee leases from Owner the following described "Real Estate" or "Land":

All that land North of the Cottonwood River, except that land owned by the U.S Army Corp of Engineers in Section 21; part of the North 1/2 of Section 35, containing approximately 145.6 acres, with remaining land owned by the U.S. Army Corp of Engineers, all in Township 18S, Range 2E of the 6th P.M.,

all in **Marion County, Kansas**, subject to existing easements and restrictions of record for a term of one year commencing **March 1, 2024**, and ending the last day of **February 2025** (the lease year). **However**, if the parties hereto execute a separate "B" (Building Lot) Lease that includes therein a part of the above-described Land then and in that event, the Land included in the Building Lot Lease is **hereby excluded** from this Lease. In the event this Lease is not renewed, Lessee agrees to peaceably surrender possession of the Real Estate at the end of this Lease term.

II. Rental: Lessee in consideration for leasing said Real Estate from Owner agrees to pay to Owner as rent therefor the sums of **\$16,958.00** to be paid on **August 1, 2024**, and **\$16,958.00** on **December 1, 2024** (which includes an amount equal to the real estate tax for the preceding year). All payments mentioned in this paragraph shall earn interest at the maximum rate permitted by Kansas Law from due date until paid. (total rent/yr=\$33,916.00)

NOTICE: The leased Real Estate is located in an area where land is used for commercial agricultural production. Owners, residents, Lessees, and other users of this property or neighboring property may be subjected to inconvenience, discomfort, and the possibility of injury to property and health arising from the normal and accepted agricultural practices and operations, including but not limited to noise, odors, dust, the operation of machinery of any kind, including aircraft, the storage and disposal of manure, the application of fertilizers, soil amendments, herbicides, and pesticides. **ASSUMPTION OF RISKS:** The Lessee accepts this Lease and the Real Estate "as is" and also with full knowledge of the dangers inherent in farming operations and which might arise from any existing or future electric line or pipeline easements and construction, fixtures and equipment on the leased Real Estate and on Owner's adjacent Real Estate; **and Lessee assumes all risk hereof.**

III. Ownership of Improvements:

(a) It is understood and agreed that if Lessee owns any buildings, fences or other improvements on said Real Estate, then such buildings, fences and other improvements are personal property, severed from the Real Estate, and, provided that all rent and taxes are paid in full, such buildings, fences or other improvements may be sold or transferred to another Lessee and remain upon said Real Estate upon the prior written approval of the Owner or his agents. Otherwise, such buildings, fences or other improvements shall be removed from said Real Estate by Lessee at Lessee's sole cost and expense upon the termination of this Lease or upon its prior cancellation for breach by Lessee of any of the terms and covenants hereof. If such buildings, fences or other improvements are not so removed or sold to another approved Lessee within ninety(90) days from such termination or cancellation, then and in such event, said buildings, fences, and other improvements shall be deemed abandoned by Lessee, or if Owner so elects, he may in such event remove the same at the cost and expense of Lessee. Buildings shall not be erected or moved onto the Real Estate. Fences or other improvements than buildings shall not be erected or moved onto the Real Estate unless Owner gives prior written approval to do so.

(b) **UN SOUND OR DILAPIDATED HOUSES, BUILDINGS AND FENCES:** Any house or other building located on the leased Land that is unsound or in a dilapidated state shall not be considered as an improvement and may not remain on the leased Land; and all such unsound or dilapidated buildings are deemed liabilities and shall, **at Lessee's cost, be promptly restored, or razed and removed from the leased Land, or removed intact from the leased Land.** Unsound and dilapidated shall include, but not be limited to, buildings with broken outer wall frames, roofs or floors, or with trees or brush growing inside, or with parts of roofs, floors, windows or siding missing, or with significant rot, animal or insect damage so that the structure fails to prevent the outside elements from getting inside. When a building is razed or removed the Lessee shall also ensure that all associated **wells, cisterns, septic tanks, cellars and basements** are properly plugged, filled and covered; and such procedures shall comply with instructions of Owner. Also, any **fences** in a dilapidated state shall not be considered as an improvement and shall, at Lessee's cost, be promptly restored or taken down and removed from the leased Land.

IV. Lessee Covenants: Lessee covenants, agrees and undertakes:

(a) To cultivate and manage said Land in a good and husband-like manner, and not to permit junk machinery or equipment, litter or trash to accumulate on or about the Real Estate and shall dispose of same only in a place or places designated by the Owner or his Agents;

(b) To cooperate in the establishment and maintenance of all soil conservation measures; to remove and relocate fences, seed, mow, spray, and fertilize waterways when requested by Owner or his Agents; to farm all terraces on the contour and to maintain in proper working condition all waterways, structures, terraces, and all other soil conservation measures that have been or may hereafter be applied on said Land, said maintenance shall be performed when necessary and will comply to the judgement of said Owner or his Agents. The Lessee agrees that if said maintenance is not performed properly in the judgement of said Owner or his Agents, the Owner shall have the right to perform said maintenance, and the Lessee agrees to pay to the Owner the costs incurred for performing said maintenance. Lessee understands Owner has no responsibility to guarantee Conservation Compliance eligibility for farm program participation;

(c) The Lessee agrees to seed all waterways and gullies as directed by the Owner and to help cooperate in the establishment of grass aprons, waterways and prevention of erosion.

(d) The Lessee agrees to participate in the practice of conservation tillage by maintaining not less than thirty (30) percent cover of residue on all cultivated Land up to the planting of all crops and further agrees to maintain a substantial residue cover through all cultivations;

(e) The Lessee agrees to comply with the Soil Conservation Plan for the Real Estate as established and agreed with the Natural Resources Conservation Service;

(f) To control and eradicate bindweed, musk thistle, and all other noxious weeds and keep all weeds from maturing on said Land and along the public roads adjoining;

(g) To eradicate all undesirable trees and brush, as designated by the Owner or his Agents, growing in the pastures, fence rows, waterways, and boundaries on said Land;

(h) Not to plow or break out pasture or meadow without express and prior written consent of Owner or his Agents;

(i) To maintain and keep in good repair all buildings, corrals, and fences on said Real Estate. It is further agreed that the Owner is not liable to build or erect any fences on or about said Land, nor is Owner liable for any damage that may arise or be done through any want of or deficiency in the same;

(j) Not to allow advertising signs to be erected;

(k) To waive the benefit of the exemption, valuation and appraisal laws of the State of Kansas for the rent herein to be paid;

(l) To sow, or if already sown, to keep growing and maintain at least 0 acres of said Land in alfalfa, brome or mixture of alfalfa and brome during the period of this Lease;

(m) Not to cut, sell or remove from the Real Estate, any commercially valuable wood, timber or trees without the written consent of the Owner or his Agents;

(n) Lessee shall not maintain, operate or allow any livestock or poultry confinement activity on the leased Real Estate; **except only, if any, as described in this sub-paragraph;**

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(o) To request Owner's prior express written permission prior to entering into any third party agreement of any kind related to the Owner's real estate. This includes but is not limited to government programs of any kind, private or government contracts related to carbon credits, subleasing of grazing rights, or any other verbal or written agreement. All such contracts or agreements entered into by Lessee are null and void unless such prior express written permission of Owner is obtained.

V. Security Agreement: The Parties agree that this Lease shall also be and constitute a SECURITY AGREEMENT (and FINANCING STATEMENT with respect thereto), and the Lessee (as debtor) hereby grants a security interest to Owner (as secured party) in the following collateral now owned or after acquired and in additions, accessions, substitutions thereto, and all products and proceeds thereof: growing crops, harvested crops, products of crops, and inventory produced from the described Land; all fences, buildings and improvements on the described Land. The collateral is used primarily for farming purposes. The security interest is given to secure, jointly and severally, the payments and performance of the other undertakings, warranties, promises, and covenants herein agreed to by the Lessee, and upon default by Lessee, Owner shall have the immediate right to the possession of the collateral and shall have all the rights of a secured party under the Kansas Uniform Commercial Code. Lessee shall be in default upon any failure to promptly pay or perform any obligation, payment, covenant, or liability contained or referred to herein. Lessee covenants and agrees to keep Owner's security interest in such growing crops, harvested crops, products of crops, inventory, fences, buildings and improvements from or on the described Land FIRST and PRIOR to any other security interest in such property.

VI. Default: Should Lessee fail, refuse or neglect to satisfy any undertaking herein, or to pay any rent when due or violate any of the agreements or covenants hereof, then and in any such event Owner, in addition to and not in lieu of any other remedy available at law or equity, may at his option declare this lease wholly forfeited, cancelled and of no further force and effect upon giving Lessee 30 days notice of such cancellation in writing. Such notice shall be sufficient if deposited with the U.S. Postal Service, or its successor, by registered mail, addressed to Lessee's usual place of residence, which is the address provided by Lessee herein; and if no such address is in this Lease, then it shall be sufficient to use the address of Lessee as last known to the Owner. If Lessee completely cures such default or defaults within such 30 days period then and in such event this Lease shall remain in full force and effect to the end of the one year term hereof; but if not so cured Owner shall be entitled to immediate possession of said Real Estate without further notice to Lessee and Lessee shall yield and deliver up possession thereof and Lessee shall remove his property from said Real Estate as provided in paragraph III hereof; provided, however, that in the event of such cancellation Lessee shall have the right and privilege to go upon said Real Estate to harvest an unmaturing crop, but such crop shall be subject to Owner's lien as provided in paragraph V hereof. If Lessee fails or refuses to harvest such crops when mature then Owner may do so and may sell such crops and apply the proceeds therefrom first to expenses of such harvesting; then to remedying any default hereunder; if any surplus remains it shall be paid to Lessee. However, Owner does not by this Lease agree to harvest any such crops, and Lessee agrees that Owner shall have no obligation to do so.

VII. Use of Land-Subleasing: Said real estate shall be used for farming and grazing purposes only, and this lease shall not be assigned or sub-leased by Operator without the express and prior written consent of Owner or its agents. No subleasing or request of compensation of any kind for hunting, fishing or recreational rights by Lessee is permitted. Operator, Owner, Owner's agents, and their collective guests are granted hunting and fishing privileges. More specific rules are as follows:

- (a) No large group hunting parties are permitted, including deer herding and/or pushing. The hunting of coyotes or any other animal is not permitted if any form of motorized vehicle is utilized to chase or stalk. Any questions regarding permitted forms of hunting shall be directed to Owner's agent, who shall have the final authority over what may or may not be permitted.
- (b) In conjunction with Section IV above, no subleasing of grazing or any other agricultural activity is permitted unless the prior express written approval of Owner is obtained. This specifically includes the subleasing of grazing rights for profit by Operator.
- (c) Owner shall have the right for himself, his manager, agents and employees to go upon said land and inspect the same at all times.

VIII. Eminent Domain: Owner and Lessee agree that Owner reserves the right during the term of this lease to sell and to make the conveyances described in this paragraph. In the event that all or any part of the leased real estate, or any easement or right-of-way thereon, is taken by right of eminent domain or is otherwise conveyed by owners to a government entity, utility, or to any other transferee for purposes other than farming or grazing, and whether through exercise of the right of eminent domain or not, then this lease shall terminate as to the real estate taken or conveyed, or (if by easement or right-of-way) this lease shall become subject and subordinate to the uses, rights and interests taken or conveyed. In all such instances any cash rent for the acreage and uses no longer available to Lessee for farming or grazing purposes because of such taking or conveyance will be refunded or credited to Lessee on a pro-rata basis. In all such instances if the real estate is share-leased then any payment for crop damage will be shared by Owner and Lessee in the same proportions as the crop share arrangement. In all such instances any payment for any taking or conveyance of real estate, or for any use of, rights, or interests in real estate, shall be the sole property of Owner, without set-off or deduction to Lessee. In all such instances Lessee shall be entitled to any separate payment for the taking or conveyance of any actual improvements (personal property) owned by Lessee on that part of the real estate so taken or conveyed, without set-off or deduction to Owner.

IX. Mineral Rights: This lease does not confer upon the Lessee any right to wind power revenues, or oil, gas, or other minerals underlying said Real Estate, all mineral rights being reserved to Owner, who shall have the right to search, bore and drill for such minerals, including rights necessary or incidental thereto. Lessee takes this lease subject to any oil, gas, wind power or mineral lease of any part of the Real Estate, whether granted before or after the date of this lease.

X. Indemnification: The Lessee accepts this lease and undertakes all activities thereon, fully aware of and subject to all the risks and hazards involved in farming and otherwise. THE LESSEE COVENANTS TO INDEMNIFY AND SAVE HARMLESS the Owner and his Agents from all loss, costs, damage or expense arising from the conditions, use, or management of the Real Estate or any machinery or structure thereon or the equipment thereof or thereon, during the period covered by this Lease, and from any injury, death, or damage whatsoever resulting therefrom, however caused, to any person or property occurring during the period covered by this Lease on or about the Real Estate and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim, or any action or proceeding brought thereon. This covenant to indemnify and save harmless shall survive the termination, cancellation or expiration of this Lease. INSURANCE: Owner and Lessee shall each maintain such insurance coverage as they determine to be appropriate for their own respective interests as to this Lease. Lessee, however, shall carry Comprehensive General Liability Insurance with respect to Lessee's use and occupancy of the Real Estate and all operations incidental thereto with limits of not less than \$500,000 for bodily injury liability for each occurrence, and \$300,000 for property damage liability for each occurrence; and Owner shall be named as an additional insured under such coverage. This insurance shall also provide contractual liability insurance covering the obligations assumed by Lessee under paragraphs X and XI herein. Evidence of such insurance shall be provided to Owner upon request.

XI. Chemical/Environmental: Lessee hereby UNDERTAKES, REPRESENTS AND WARRANTS to Owner that Lessee (1) has sufficient working knowledge of the federal, state and local environmental laws, rules and regulations relevant to farming and grazing operations on the land described herein, and will conduct all such operations thereon in strict conformity with such laws, rules and regulations; and (2) will handle, transport, store, use, apply and dispose of all agricultural chemicals, hazardous and toxic materials, and containers, as required by such laws, rules and regulations; and (3) will notify Owner immediately of any conditions on the property that may not be in compliance with such laws, rules and regulations; and (4) the Lessee acknowledges that he is knowledgeable of the Worker Protection Standard adopted by EPA, and warrants that he will see the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the property; and (5) the Lessee agrees to complete any Environmental Questionnaires or other requests for environmental information solicited by the Owner. Lessee further UNDERTAKES, REPRESENTS, AND WARRANTS that Lessee has not installed, nor will install, any underground storage tank for petroleum products on the leased Real Estate. The provisions in paragraph X of this Lease

whereby Lessee covenants to INDEMNIFY AND SAVE HARMLESS the Owner shall also include (but not be limited to) all loss, costs, expenses or damage to Owner or Owner's property arising from Lessee's failure to strictly comply with the undertakings, representations or warranties herein.

XII. Time of The Essence: Time is expressly declared to be of the essence of this Lease.

XIII. Death of Lessee: In the event of the death of Lessee, the performance of this Lease may, with written consent of the Owner, be completed by the family of the Lessee or may be terminated forthwith by the Owner and the Owner may employ another person or persons to render the services contemplated by this Lease; provided however, that in the event of such termination a fair and reasonable payment shall be made to the estate of the Lessee for any services performed on a pro-rata basis.

XIV. Interpretation: All words used herein in any gender shall extend to all genders, and the singular shall include the plural, wherever applicable. The covenants herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties to this Lease. The word "Agent" as used herein shall also mean and refer to the Owner's Land Manager for such county and to Owner's General Manager. Paragraph headings are only for convenience and are not parts of the agreement herein.

XV. Complete Agreement: This Lease merges all prior promises, agreements, or understandings between the parties hereto, and the same shall not be extended, altered or changed, except in a separate writing or a written endorsement hereon and, in either case, signed by each of the parties hereto. If for any reason any part of this lease is unenforceable, then such part shall be severed from the other provisions herein, which other provisions shall remain in full force and effect.

Executed the day and year first above written:

Scully Partners LP.
P.O. Box 68
Hillsboro, KS 67063

By:


Agent/Manager for Owner

Lessee: 

Lessee: _____

Lessee: _____

Lessee: _____

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KS Dept. of Agriculture

1320 Research Park Drive
Manhattan, KS 66502
785-564-6700
www. agriculture.ks.gov



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

Mike Beam, Secretary

Laura Kelly, Governor

June 21, 2024

JOST & COLLC
2168 K 15
HILLSBORO KS 67063

RE: Application, File No(s). **51251**

Dear Sir or Madam:

The Division of Water Resources (Division) has received your application(s) for a permit to appropriate water for beneficial use. Your application(s) has been assigned the file number(s) referenced above. Please be aware that the Division may have a large number of pending applications on hand at times and makes every attempt to process them in the order in which they are received. You will be contacted if additional information is required.

Please note, this letter only acknowledges receipt of your application(s) and does not guarantee approval. In accordance with the provisions of the Kansas Water Appropriation Act, the use of water as proposed prior to approval of the application(s) is unlawful.

Additional information about the process may be found on our website at agriculture.ks.gov/divisions-programs/dwr. If you have any other questions, please contact our office at 785-564-6640 or your local Topeka Field Office at 785-296-5733. If you call, please reference the file number so we can help you more efficiently.

Sincerely,

Kris Neuhauser
New Applications Lead
Water Appropriation Program