

Escrow Agreement regarding Deposit to Funds and Documents

This Escrow Agreement is made on this ___ day of October, by and among:

Grantors: Milton Krainbill and Lila Krainbill
22945 Necole Road
Holton, KS 66436

Lavonne Schuessler Dillon Revocable Living Trust Agreement,
dated October 26, 2012
Sharon Dillon, Trustee
4227 Crooked Stick Drive
Frisco, TX 25035

Grantee: Midwest Materials by Mueller, Inc.
Jay Holle, President
P.O. Box 396
Hanover, KS 66945

Escrow: Bolton & McNish LLC
916 Broadway
Marysville, KS 66508.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The **Grantors** will deposit with the Escrow an originally signed Easement Agreement, suitable for recording purposes.
2. The **Escrow Agent** is directed to hold the Easement Agreement until receipt of all monies required under the Easement Agreement.
3. The **Grantee** will deposit with the **Escrow** a certified check payable to the Dillion Revocable Living Trust in the amount of \$4,000.00 and further deposit a certified check payable to Milton Krainbill and Lila Krainbill in the amount of \$4,000.00.
4. Upon receipt of the certified monies, and all payments required under the Easement Disbursement, the **Escrow** will record the Easement Agreement in the office of the Register of Deeds of Washington County, Kansas.
5. The **Grantee** shall be responsible for the payment of the recording fees and attorney/escrow fees incurred in the preparation of the document and service as escrow.

6. The *Grantee* shall be responsible for the payment of the costs and fees of CES Group in surveying the subject easement.
7. This escrow agreement may be executed and delivered (including by email or facsimile transmission) in one or more counterparts, each of which shall be deemed an original but all together shall constitute one and the same instrument.

WITNESS our signatures as of the day and date first above stated.

GRANTORS

Milton Krainbill

Lila Krainbill

Sharon Dillon, Trustee
Lavonne Schuessler Dillon Revocable
Living Trust Agreement, dated October 26, 2012

GRANTEE

Jay Holle, President
Midwest Materials by Mueller, Inc.

ESCROW AGENT

Bolton & McNish LLC