

File No. 136423 (Tract 3 and 4)

AUCTION CONTRACT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, Entered into this 29th day of July, 2023, by and between **Pishny Four, LLC, a Kansas Limited Liability Company**, as Seller and _____, as Buyer (collectively referred to herein as the “Parties”):

WITNESSETH: That Seller, for the consideration mentioned agrees to sell to Buyer, or heirs, successors and assigns of Buyer, the following real estate, to wit:

See Exhibit “A”

This real estate is subject to a non-exclusive easement for a water line as shown on the attached document and Buyer agrees to accept the real estate subject to said easement.

Seller’s interest in mineral rights, if any, will transfer to Buyer at closing.

Regarding water rights, there are no water rights appurtenant to this tract. Buyer acknowledges that Seller makes no warranty regarding Buyer ability to obtain appropriated water rights for this tract through the Kansas Division of Water Resources.

All material showing acres are estimates and actual acres have been determined by a Survey. The purchase price will not change due to actual acres being greater or less than the acres shown in any materials.

(Shown as “Tracts 3 and 4” on Midwest Land & Home sale bill and subject to the terms contained herein);

SUBJECT TO (i) 2023 taxes and general and special assessments, (ii) any and all easements, controlled access rights, reservations, restrictions, covenants, roadways, rights of way, encumbrances, exceptions, agreements documents, orders, certificates, resolutions, building restrictions and other matters of record (iii) all encroachments and matters and potential claims of adverse possession both of record which would be shown by an accurate survey or inspection of the, (iv) underground and overhead cables, lines and utility services, and other matters which would be disclosed by a physical inspection of the Property, (v) and all existing zoning ordinances, laws, codes, statutes and subdivision regulations affecting the Property, and (vi) riparian rights, and accretion, erosion and avulsion by reason of future changes of location of the river.

Regarding Tract 4, buyer acknowledges an awareness of the fact that Seller has entered into two contracts with the United States Department of Agriculture under the terms of which a part of the real estate being sold became subject to a conservation reserve program (CRP). Seller represents, covenants and warrants to Buyer, as part of the consideration herein, that Seller is in full compliance with the existing contracts and Seller agrees to indemnify and hold harmless Buyer for all loss, claims or judgments, if any, which may be procured against Buyer by the USDA arising out of such program, for failure by Seller to have complied with said contracts prior to the date of closing of this sale. Buyer represents that such party is fully aware of the terms and conditions of the contracts between Seller and the United States Department of Agriculture (USDA) regarding said real estate and, Buyer does agree to assume and agree to discharge all responsibilities of the contracts imposed on Seller under the terms of such agreements, from and after the date of closing of this sale. Buyer agrees to do all acts and things necessary to secure a release of Seller from liability from said program including, but not limited to, execution of such documentation with the local representative of the USDA, as necessary to transfer the responsibilities of the program from and after the date of closing of

this sale, from Seller to Buyer. Seller shall be entitled to retain the 2023 payment made under said program. Future payments for the years subsequent to 2023 shall be paid to Buyer.

Buyer hereby acknowledges that in order to remain eligible for programs and payments from the United States Department of Agriculture (USDA), Buyer must notify the United States Department of Agriculture (USDA) within 30 days of the date of the recording the deed, that Buyer has purchased the subject property. Buyer acknowledges that Buyer will be required to enter into a new contract with the USDA in order to enroll in the current farm program and to be eligible to receive payments under the farm program. Buyer hereby acknowledges that Seller shall have no liability to Buyer for any loss caused by Buyer not properly notifying the USDA and Seller shall not be required to reimburse Buyer for any loss, due to the loss of eligibility under the current farm program, caused by Buyer not properly notifying the USDA nor any loss caused by Buyer not entering into a contract with the USDA regarding payments and eligibility under the current farm program.

Buyer acknowledges that the property has been subdivided from a larger parcel and that a part of the property that Buyer with might be subject to USDA programs and that other parties have purchased adjoining land subject to USDA programs. The Buyer and all other purchasers from said parcel will be required to execute documents relating to the proration of crop acres for purposes of USDA programs. Buyer agrees to cooperate with the Buyers of the surrounding property to accomplish proration of the crop acres. Buyer acknowledges that neither seller, Realtors nor the title company/escrow agent have any control over other purchasers and Buyer agrees to hold seller, Realtors and the title company/escrow agent harmless from any loss or damages related to or incurred by Buyer as a result of another purchaser failing to agree to the proration of crop acres by the USDA. This provision will survive the closing and not merge with the deed.

Buyer acknowledges that Tract 4 is subject to a Kansas Department of Wildlife and Parks (KDWP) Fishing Access contract. Buyer agrees to take Tract 4 subject to said contract and that Seller has received payment for the current year and shall retain said payment.

Buyer accepts the Real Estate subject to all applicable zoning ordinances and other codes and regulations imposed by governmental authority. Seller makes no warranty, either expressed or implied regarding the zoning classification of the Real Estate, and Buyer acknowledges that Buyer takes the Real Estate subject to the current zoning classification and that any intended use of Buyer of the property not within said classification may require a change in zoning classification for the property and that is not a contingency of this sale.

1. Buyer agrees to purchase the described Real Estate, and to pay to Seller the sum of (\$ _____) in the manner following: **10% of said purchase price, being (\$ _____)**, on the signing of this contract, to be held in escrow with Charlson & Wilson Bonded Abstracters, Inc., Manhattan, Kansas, as earnest money to the date of closing and then applied to the purchase price; and the balance of said purchase price, to be paid on the Closing Date, with the Closing Date to be on or before September 6, 2023.
2. Buyer Acknowledgments
 - a. Buyer acknowledges that the earnest money deposit is non-refundable and that this contract is not contingent upon financing nor the property appraising for the purchase price.
 - b. Buyer acknowledges that they have completed all inspections of the Real Estate prior to the date of this contract, and Buyer accepts the Real Estate in "existing condition" without further

requirement or warranty from Seller. Buyer acknowledges that they have made all desired inspections of the Real Estate, is aware of the condition of the Real Estate, and has not relied upon any representations from Seller or Seller's agent(s) concerning the condition of the Real Estate. Seller neither offers nor extends any express or implied warranties with regard to the condition of the Real Estate.

- c. Buyer acknowledges that all information provided by Seller or Seller's agents is from reliable sources, however, Buyers acknowledge that they verified any information that they relied upon to bid and purchase this property. Seller expressly disclaims any liability for errors, omissions or changes regarding information provided to Buyer prior to the Auction. Buyer acknowledges that they have not relied upon any representations made by Seller or Seller's agents and that they relied upon their own inspections of the property and opinions from parties other than the Seller or Seller's agents and that they conducted said inspections prior to the Auction. The buyer acknowledges that statements made prior to or during the auction take precedence over all printed material.
- d. Buyer further acknowledges that (i) neither Seller, nor any principal, agent, attorney, officer, employee, broker or other representation of Seller has made any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any of such related matters, and (ii) that Buyer is not relying on any warranty, representation, or covenant, express or implied, with respect to the property and is buying the Property in its "as-in" condition with all faults. In particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, including without limitation the condition of the soils or groundwaters of the Property and the presence or absence of toxic materials or hazardous substances on or under the Property, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements. Buyer acknowledges that it is knowledgeable in real estate matters, and that closing with Buyer will be deemed approval by Buyer without reservation of all aspects of this transaction, including but not limited to the physical condition of the Property, the use, the title, and the financial aspects of the operation of the Property.
- e. Buyer acknowledges that Buyer and adjoining landowners shall be responsible for the construction of any partition fences between the real estate and adjoining tracts. Seller is not responsible for any partition fencing.
- f. The escrow agent reserves the right to require the balance of the purchase price to be provided by bank wire transfer to the escrow agent's financial institution at or prior to the Closing Date. Notwithstanding the definition of good funds in Kansas law, it is agreed by the Parties that funds to close must be fully settled and unconditionally credited to the account of the escrow agent at or prior to the Closing Date.
- g. As to Tract 3, Buyer shall have possession of the Real Estate on the date of closing of this transaction at 5:00 P.M. The Real Estate is subject to tenants rights in the real estate, being a verbal agricultural lease. Buyer agrees to take the real estate subject to said lease and shall receive the second half of the cash rent due from the tenant on November 15, 2023. Buyer acknowledges that they will be responsible for collecting said rent and for terminating said agricultural lease pursuant to Kansas law.

- h. As to Tract 4, Buyer shall have possession of the Real Estate on the date of closing of this transaction at 5:00 P.M. The Real Estate is subject to tenants rights in the real estate, being a verbal agricultural lease pasture lease. Buyer agrees to take the real estate subject to said lease. Buyer acknowledges that they will be responsible for terminating said agricultural lease pursuant to Kansas law. Seller shall receive all the rent for the 2023 grazing season.

3. Seller Rights and Responsibilities

- a. Seller shall execute to Buyer a Special Warranty Deed conveying the Real Estate to Buyer, in fee simple, free and clear of all liens and encumbrances, subject only to exceptions hereinbefore stated. Said deed, together with a copy of this agreement, shall be deposited in escrow with Charlson and Wilson Bonded Abstracters, Inc., Manhattan, Kansas, until the Closing Date, when said deed shall be delivered to the Buyer.
- b. Seller shall furnish to Buyer prior to the Closing Date, the cost to be shared as stated in Section 5(a), a commitment for a standard owner's policy of title insurance from Charlson and Wilson Bonded Abstracters, Inc., showing marketable title in Seller, subject to exceptions hereinbefore stated. Buyer shall make any objections relative to the marketability of the title in writing to Seller prior to the Closing Date, and any objections not so furnished shall be deemed waived by Buyer. The owner's policy of title insurance shall be issued following the Closing Date, and shall insure Buyer against loss or damage to the extent of the purchase price by reason of defects in Seller's title to the Real Estate, subject to exceptions hereinbefore stated and exceptions noted in Schedule B of said policy.
- c. Seller shall have not more than 30 days after the Closing Date to remedy any title defects, and if legal proceedings are necessary, they shall be commenced promptly and prosecuted to completion. The Closing Date of this sale shall be extended until title or other work necessary to render the title marketable shall be concluded. If Seller is unable to furnish marketable title as provided by the 30 days after the Closing Date, then this contract shall terminate, and all monies paid by or on behalf of Buyer, if any, shall be returned to Buyer, and the escrow agent shall return the deed to Seller, and all parties shall be released from further liability hereunder. Buyer shall not have a claim against Seller should the consummation of this contract be prevented because of the inability of the Seller to deliver marketable title. the Title Standards adopted by the Kansas Bar Association and the Kansas Marketable Title Act shall control in the case of dispute between the Parties.
- d. Seller shall bear all risk of loss or damage to the Real Estate to the Closing Date.

4. Taxes

- a. Seller shall pay all general real estate taxes levied against the Real Estate for the calendar year preceding the year in which closing occurs and all prior years. General real estate taxes for the year in which closing occurs will be prorated to Closing Date; real estate taxes for the current year shall be prorated using the estimated amount of 2023 taxes provided by the Marshall county appraiser. Proration of taxes at closing between the parties based upon this amount will be final. Buyer assumes all real estate taxes not yet due and payable, from and after the Closing Date. Neither Seller, the Seller's agent(s) nor the escrow agent shall be responsible for the payment of any increase in taxes resulting from reassessment, classification or increase in mill levy after the date of closing.

5. Costs

- a. The Parties shall **share equally** in the cost of document drafting and escrow/settlement services from Charlson and Wilson Bonded Abstracters, Inc. (\$400.00), and the cost of the premium for an owner's policy of title insurance. Buyer agrees to pay all mortgage closing costs and fees, including the appraisal fee, credit report fee, the premium for the loan policy of title insurance and for recording the deed and mortgage, and for any inspection fees, but acknowledges that this contract is not contingent upon any of these items.

6. Default

- a. Seller or Buyer is in default under this contract if either fails to comply with any material covenant, agreement or obligation within any time limit required by this contract. Following a default by either Seller or Buyer under this contract, the other party shall have the following remedies, to wit:
 - i. If the Seller defaults, Buyer may pursue any remedy and damages available at law or in equity, including an action for specific performance;
 - ii. If Buyer defaults, Seller may terminate this contract by written notice to Buyer and, at Seller's option, (i) either retain the earnest money, if any, as liquidated damages and not as penalty, as the Seller's sole remedy, or (ii) pursue any other remedy and damages available at law or in equity, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to an action for specific performance or damages or both.

7. Disclosures/Agents/Commission

- a. The real estate firm/firms involved in this transaction are agents only, not parties to this contract, and will in no case be held liable to either party for performance of any term or condition of this contract or for damages for non-performance. Buyer acknowledges that said firm/firms have made no representations and have given no express or implied warranties with regard to the condition of the Real Estate. The Parties agree that the real estate firm/firms shall not be responsible for the conduct of third parties providing specialized services whether those services were arranged by Seller, Buyer or the real estate firm/firms on behalf of either.
- b. The Parties agree that the real estate licensees involved in this transaction are not experts regarding whether any environmental or health hazards, defects in the mechanical equipment or systems, structural defects, or damage from wood destroying organisms exist in and on Real Estate. The Parties shall seek expert advice and obtain inspections to determine such conditions exist in and on the Real Estate. If inspections are not performed regarding all or part of the Real Estate, Buyer is bound by whatever information an inspection would have revealed, and waives any claim, right or cause of action relating to or arising from any condition of the Real Estate that would have been apparent had such inspections been performed.
- c. Buyer shall not sell, assign or transfer this contract or any interest under it, or any interest in or to said Real Estate prior to the Closing Date, without first obtaining the written consent of Seller. Except that either party may assign their interest for the sole purpose of a 1031 exchange as stated below.
- d. **Section 1031 Exchange:** The Parties to this contract acknowledge and agree that either party may wish to make this transaction a part of an exchange or trade for other property pursuant to IRC Section 1031. In the event either party chooses to effectuate such exchange or trade, the

other party shall cooperate fully in executing such documents as may be reasonably necessary to consummate such exchange or trade, including real estate contracts. The cooperating party shall incur no liability or cost in connection with said exchange or trade, and the trading party shall indemnify cooperating party against any liability in connection with such exchange or trade. **Either party that decides to complete a 1031 exchange agrees to give the other party notice of their intent to do so within a reasonable time prior to the closing date so that the closing date is not delayed.**

- e. **DISCLOSURE:** Pursuant to applicable state law, Midwest Land & Home, notifies the undersigned Buyer in writing as part of this contract as follows: The licensee will be acting as agent of the Seller with the duty to represent the Seller's interest, the licensee will **not** be acting as the agent of the undersigned Buyer, and all information given to licensee will be disclosed to Seller;
 - f. Seller acknowledges that Charlson & Wilson Bonded Abstracters, Inc., will pay Midwest Land & Home, its commission based on the purchase price set forth herein pursuant to the listing agreement between Seller and Midwest Land & Home from the escrow proceeds at date of closing of this transaction.
8. Miscellaneous
- a. Charlson and Wilson Bonded Abstracters, Inc., Manhattan, Kansas, is appointed as escrow agent for this sale and shall have the authority to do whatever necessary to aid in the handling of this escrow. In accepting any funds or documents delivered hereunder, it is agreed and understood that, in the event of disagreement between the Parties to this contract, the escrow agent reserves the right to hold all money and documents concerning this escrow until the Parties agree or until delivery is legally authorized by final judgment or decree from a court of competent jurisdiction. The escrow agent may bring an appropriate action or proceeding for leave to deposit said money and/or documents in court pending such determination, and shall have the right to employ attorneys for the reasonable protection of the escrow property, and of itself and shall have the right to reimburse itself out of any funds in its possession for costs, expenses, attorney fees and its compensation, and shall have a lien on all money and documents held in escrow to cover same. The Parties agree that the escrow agent may retain any interest earned on escrowed funds and that if this contract is canceled by the parties or if the earnest money is to be forfeited or refunded, the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, termite, mechanical and other inspections, and title investigation fees, if any, incurred by the escrow agent on behalf of the party receiving the funds.
 - b. The parties acknowledge that the Escrow Agent does not pay interest to either party on earnest money or any other funds held by the Escrow Agent.
 - c. This contract may be executed by facsimile or electronic signature by any party and such signature will be binding without delivery of an original signature being required. This contract may be executed in several counterparts, each of which will be considered an original, and all of which together shall constitute one agreement.
 - d. This contract constitutes the complete agreement of the Parties concerning the Real Estate, shall supersede all previous agreements, whether oral or written, and may be modified only by a subsequent written agreement signed by all the Parties.

- e. The parties acknowledge that Todd A. Sheppard is an attorney licensed in the State of Kansas, is employed by Charlson & Wilson Bonded Abstracters, Inc., and that he drafted this contract at the request of the Parties, according to their instructions. The Parties acknowledge that such party has had the opportunity to employ such party's own independent attorney and/or tax advisor in regard to this contract. The Parties acknowledge that neither Todd A. Sheppard nor Charlson & Wilson Bonded Abstracters, Inc., represents the parties as an attorney in this transaction and, in the event of a dispute, the Parties will need to retain independent counsel.
- f. Time is of the essence of this contract and that all covenants and agreements herein shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Parties.

-The remainder of this page is intentionally left blank-

Seller:

Pishny Four, LLC, a Kansas Limited Liability Company

By: Norman Pishny, Managing Member

Date

Buyer:

Date

Date

Buyer Current Address:

_____.

Phone Number: _____.

E-mail address: _____.

Exhibit "A"

(Tract 3 and 4 on the Auction bill and Survey.)

Tract 3

A tract of land in the North Half of the Southwest Quarter (N 1/2 of the SW 1/4) and the South Half of the Northwest Quarter (S 1/2 of the NW 1/4) of Section 15, the East Half of the Southeast Quarter (E 1/2 of the SE 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4 of the NE 1/4) of Section 16,

all in Township 4 South, Range 6 East, of the 6th P.M., in Marshall County, Kansas, prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, being more particularly described as follows:

COMMENCING at the Northwest (NW) corner of the E 1/2 of the SE 1/4 of said Section 16;

THENCE South 89°11'05" East along the north line of the E 1/2 of the SE 1/4 of said Section 16 for 37.62 feet;

THENCE South 00°55'33" West for 27.29 feet to the POINT OF BEGINNING;

THENCE North 86°44'49" East for 164.82 feet;

THENCE North 76°02'10" East for 185.00 feet;

THENCE North 58°36'19" East for 200.00 feet;

THENCE North 83°28'32" East for 269.00 feet;

THENCE North 64°02'22" East for 375.00 feet;

THENCE North 74°31'32" East for 562.00 feet;

THENCE North 56°56'29" East for 223.00 feet;

THENCE North 73°44'28" East for 198.00 feet;

THENCE South 89°33'15" East for 170.00 feet;

THENCE South 74°28'48" East for 191.00 feet;

THENCE South 54°28'17" East for 178.00 feet;

THENCE South 01°13'09" East for 516.00 feet;

THENCE South 84°31'06" West for 585.00 feet;

THENCE South 70°35'46" West for 201.00 feet;

THENCE South 56°05'52" West for 178.00 feet;

THENCE South 39°04'32" West for 680.00 feet;

THENCE South 49°10'40" West for 348.00 feet;

THENCE South 61°05'06" West for 688.00 feet to the east Right-of-Way (R/W) of 4th Road;

THENCE along the east R/W line of said 4th Road for the following two (2) courses;

THENCE North 29°28'21" West for 466.00 feet;

THENCE along a curve to the right having a radius of 759.02 feet, a chord bearing North 25°40'46" West, chord length of 100.42 feet and an arc length of 100.50 feet to the south line of a tract of land condemned for use by the City of Waterville (District Court of Marshall Co. Case No. 11793, Aug 27, 1963);

THENCE continuing along the boundary of said condemnation for the following six (6) courses:

THENCE South 86°40'40" East for 186.73 feet;

THENCE North 78°12'56" East for 174.29 feet (record, 173.87 feet);

THENCE South 86°49'45" East for 124.74 feet (record, 125.00 feet);

THENCE North 03°11'35" East for 239.86 feet (240.00 feet);

THENCE South 81°45'07" West for 381.65 feet (record, 382.00 feet);

THENCE South 71°11'18" West for 168.90 feet to the east R/W line of said 4th Road;

THENCE along the east R/W line of said 4th Road for the following three (3) courses:

THENCE along a curve to the right having a radius of 759.02 feet, a chord bearing North 04°16'50" West, chord length of 157.33 feet and an arc length of 157.61 feet;

THENCE North 23°48'15" West for 46.50 feet;

THENCE North 01°40'05" East for 363.23 feet;
THENCE North 00°55'33" East for 94.95 feet to the POINT OF BEGINNING.
Containing 53.64 acres more or less.

Tract 4

A tract of land in the Northeast Quarter of the Southeast Quarter (NE 1/4 of the SE 1/4) and the Southeast Quarter of the Northeast Quarter (SE 1/4 of the NE 1/4) of Section 16, the South Half of the Northwest Quarter (S 1/2 of the NW 1/4) and the Southwest Quarter of the Northeast Quarter (SW 1/4 of the NE 1/4) of Section 15, all in Township 4 South, Range 6 East, of the 6th P.M., in Marshall County, Kansas, prepared by Clint J. Friedrichs, PLS #1709 on July 27, 2023, being more particularly described as follows:

BEGINNING at the Northwest (NW) corner of the SE 1/4 of the NE 1/4 of said Section 16;
THENCE South 89°43'20" East along the north line of the SE 1/4 of the NE 1/4 of said Section 16 for 1323.22 feet to the Northeast (NE) corner of the SE 1/4 of the NE 1/4 of said Section 16;
THENCE South 89°34'30" East along the north line of the S 1/2 of the NW 1/4 of said Section 15 for 1523.84 feet to the west line of a tract as described in Deed Book 318 on Page 623 (Marshall Co. Register of Deeds);
THENCE South 00°25'30" West along the west line of said tract for 120.00 feet (record, 120 feet) to the Southwest (SW) corner of said tract;
THENCE South 89°34'30" East along the south line of said tract for 519.50 feet to the west line of a tract as described in Deed Book 511 on Page 413 (Marshall Co. Register of Deeds);
THENCE South 00°39'57" West along the west line of said tract for 200.00 feet to the Southwest (SW) corner of said tract;
THENCE South 89°34'30" East along the south line of said tract for 603.84 feet (record, 600 feet) to the east line of the NW 1/4 of said Section 15;
THENCE North 00°39'57" East along the east line of the NW 1/4 of said Section 15 for 320.00 feet (record, 320 feet) to the NW corner of the SW 1/4 of the NE 1/4 of said Section 15;
THENCE South 88°29'52" East along the north line of the SW 1/4 of the NE 1/4 of said Section 15 for 1341.67 feet to the NE corner of the SW 1/4 of the NE 1/4 of said Section 15;
THENCE South 00°53'02" West along the east line of the SW 1/4 of the NE 1/4 of said Section 15 for 933.57 feet;
THENCE North 69°47'13" West for 240.00 feet;
THENCE North 71°46'35" West for 209.00 feet;
THENCE North 77°33'22" West for 738.00 feet;
THENCE North 71°12'50" West for 450.00 feet;
THENCE North 75°26'11" West for 180.00 feet;
THENCE North 89°16'54" West for 164.00 feet;
THENCE South 67°51'42" West for 132.00 feet;
THENCE South 39°35'02" West for 180.00 feet;
THENCE South 16°32'36" West for 266.00 feet;
THENCE South 26°05'01" West for 232.00 feet;
THENCE South 55°19'03" West for 204.00 feet;
THENCE South 72°49'56" West for 253.00 feet;
THENCE North 01°13'09" West for 516.00 feet;
THENCE North 54°28'17" West for 178.00 feet;
THENCE North 74°28'48" West for 191.00 feet;
THENCE North 89°33'15" West for 170.00 feet;
THENCE South 73°44'28" West for 198.00 feet;
THENCE South 56°56'29" West for 223.00 feet;
THENCE South 74°31'32" West for 562.00 feet;

THENCE South 64°02'22" West for 375.00 feet;
THENCE South 83°28'32" West for 269.00 feet;
THENCE South 58°36'19" West for 200.00 feet;
THENCE South 76°02'10" West for 185.00 feet;
THENCE South 86°44'49" West for 164.82 feet;
THENCE North 00°55'33" East for 42.31 feet;
THENCE North 89°04'27" West for 37.64 feet to the west line of the SE 1/4 of the NE 1/4 of said Section 16;
THENCE North 00°52'25" East along the west line of the SE 1/4 of the NE 1/4 of said Section 16 for 1303.15 feet to the POINT OF BEGINNING. LESS a tract described in Deed Book 182 on Page 100 (Marshall Co. Register of Deeds), being more particularly described as follows:
A certain tract parcel or strip of land in the Northeast Quarter of Section No 16 Township No 4 Range No 6 East of the 6th principal meridian for road purposes within the following described line viz;
Beginning at a point 100 feet south and 25 feet east of the center of the Northeast Quarter of Section 16 aforesaid, running thence in a northeasterly direction to a point 100 feet east of said center corner of the Northeast Quarter of said Section 16, thence west along the south line of the public road to the fence corner, and thence south along the east line of the public road to the point of beginning.
Containing 99.99 acres more or less.

EXHIBIT "B"

NON-EXCLUSIVE EASEMENT

This agreement is made and entered into this 20 day of October, 1988, by and between PISHNY FOUR, a Kansas Partnership (Grantor), and BRAD ROEPKE, GAIL ANDERSEN and GLEN ANDERSEN, all of Waterville, Kansas, (hereinafter collectively referred to as Grantee).

For and in consideration of the sum of Eleven Hundred Dollars (\$1100.00) paid to Grantor, the Grantor hereby grants to Grantee the non-exclusive right of way to lay, maintain, replace and remove a pipeline for the transportation of water over and through the following described land, situated in Marshall County, State of Kansas, and described as follows:

In Section 16, Township 4, Range 6. The Non-Exclusive Easement shall be 15 feet in width and shall run approximately as follows:

The easement begins at a point 930 Feet West of the East Section line of the Northeast One Quarter (NE 1/4) of the Southeast One Quarter (SE 1/4) of said Section and 747 feet North of the South line of the Northeast One Quarter (NE 1/4) of the Southeast One Quarter (SE 1/4) of the said Section. (This beginning point is approximately 10~~0~~ feet West of the East City of Waterville well.) The easement runs Northeast across the bottom field approximately 990 feet to enter the pasture in the Southeast One Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4) of said Section entering the pasture approximately 680 feet West of the East Section line. At present, this is just West of the fence between the pasture and the terraced field. The easement proceeds Northeasterly approximately 1089 feet to a point 625 feet West of the East Section line on the blacktop road which is the North boundary of the Southeast Quarter of the Northeast One Quarter (NE 1/4) of said section.

Grantee shall have the right of ingress and egress for purposes incident to said granted easement. The Grantor retains for itself, its successors and assign, the right to fully use and enjoy the premises except as may be necessary for the purposes granted to the Grantee herein.

The Grantee hereby agrees to pay any and all damages which may result from its acts and/or omissions in laying, maintaining, operating, replacing, changing or removing said pipeline. Should the Grantor claim a loss, he shall first notify the grantee. Thereupon, each shall appoint an

arbitrator, and the two so appointed shall appoint a third arbitrator. The three arbitrators shall then determine the value of the loss and notify both parties of their decision which shall be binding on both parties.

All pipe shall be laid in the center of the easement granted and shall be buried to a depth so as not to interfere with the cultivation or drainage of the land. Grantor shall not be liable for any damage or injury to the pipeline which may occur by reason of Grantor's normal farming operations.

Grantor covenants that its use is residential and agricultural in nature. The term of this easement shall be for a period of fifty (50) years from the date hereof, unless earlier terminated by law or agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

GRANTOR:

PISHNY FOUR

Pishny Four
By: *Adolph Pishny* _____

GRANTEE:

Brad Roepke
BRAD ROEPKE _____

Gail Andersen
GAIL ANDERSEN _____

Glen Andersen
GLEN ANDERSEN _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 20th day of October, 1988, before me, the undersigned, a Notary Public in and for said County and State, came Adolph Pishny on behalf of Pishny Four, a Kansas Partnership, who is personally known to me to be such person who executed, on behalf of Pishny Four, the within instrument, and such person

BE IT REMEMBERED that on this 19 day of October,
1988, before me, the undersigned, a Notary Public in and for
said County and State, came Glen Andersen who is personally
known to me to be the same person who executed the within
instrument of writing, and duly acknowledged the execution of




Notary Public Earl V. Dewyke

My Term Expires:
6/17/92