

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 100 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)
)
COUNTY OF JOHNSON) SS.

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

duly acknowledges the execution of the same to be the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

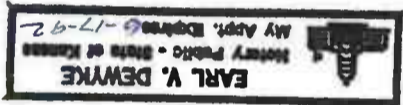


Earl V. Dewyke
Notary Public Earl V. Dewyke

My Term Expires: 6-17-92

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 12 day of October, 1988, before me, the undersigned, a Notary Public in and for said County and State, came Brad Roepke who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.



Earl V. Dewyke
Notary Public Earl V. Dewyke

My Term Expires: 6/17/92

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 19th day of October, 1988, before me, the undersigned, a Notary Public in and for said County and State, came Gail 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 the same.

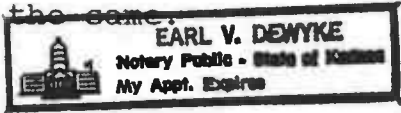


Earl V. Dewyke
Notary Public Earl V. Dewyke

My Term Expires:
6/17/92

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

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
the same.




Notary Public Earl V. Dewyke

My Term Expires:

6/17/92