

Bank of -
H.A.
ENTRANCE to
Property

EASEMENT AGREEMENT

This Agreement entered into between Russell Lee Yeager, a/k/a Russell L. Yeager and Barbara J. Yeager, his wife, (hereinafter referred to as Grantors), and Harold Eugene Yeager, a/k/a Harold E. Yeager and Ruth A. Yeager as Trustees of the Harold E. Yeager Trust No.1, dated May 1, 1978, and their successors (hereinafter referred to as Grantee).

Whereas, Grantors and Grantee wish to provide for a roadway easement for ingress and egress for agricultural purposes only to certain real estate hereinafter described of Grantee, and subject to Grantee's covenant to maintain the road and siding in good condition and repair, at Grantee's sole expense, and

Whereas, Grantors and Grantee desire to specifically define the location of said easement,

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors hereby grant to Grantee its heirs and assigns a permanent easement for ingress and egress for agricultural purposes only over their following described real estate to-wit:

The South Half (S 1/2) of the North West Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28) Township Fifteen (15) South, Range Twelve (12) East of the 6th P.M., in Lyon County, Kansas.

and the location of said grant of roadway easement thereon specifically described, as follows, to-wit:

The North Twenty feet of the South boundary, and running immediately adjacent to said boundary line in an easterly and westerly direction of the South Half (S 1/2) of the North West Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28) Township Fifteen (15) South, Range Twelve (12) East of the 6th P.M., in Lyon County, Kansas.

which easement shall run with the land, and shall be binding upon Grantors, their heirs and assigns, and said easement shall be for the benefit of Grantee, and all future owners of the benefited real estate, as follows, to-wit:

The Northeast Quarter (NE 1/4) of the South West Quarter (SW 1/4) of Section Twenty Eight (28), Township Fifteen (15) of Range Twelve (12), in Lyon County, Kansas.

Said easement to be subject to all easements and restrictions of public record.

Grantors hereby reserve the right to use said easement for their heirs, successors and assigns, and also reserve the right to grant additional parties a similar easement over the same land in order to give said future purchasers access to land purchased by them.

This Agreement executed this 26 day of August, 1994.

Russell L. Yeager
RUSSELL L. YEAGER

Harold E. Yeager
HAROLD E. YEAGER, Co-Trustee
of the Harold E. Yeager Trust
No. 1, dated May 1, 1978

Barbara J. Yeager
BARBARA J. YEAGER, his Wife

Ruth A. Yeager
RUTH A. YEAGER, Co-Trustee
of the Harold E. Yeager Trust
No. 1, dated May 1, 1978

STATE OF KANSAS, SHAWNEE COUNTY, ss

BE IT REMEMBERED, that on this 14 day of October, 1994, before me,
the undersigned, a notary public in and for the County and State aforesaid, came

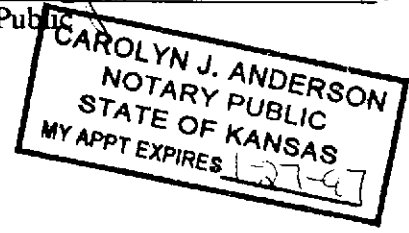
Russell L. Yeager and Barbara J. Yeager, his Wife

who are personally known to me to be the same persons who executed the within
instrument of writing, and such persons acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my seal the day and
year last above written.

Carolyn J. Anderson
Notary Public

My Appointment Expires: 1-27-97



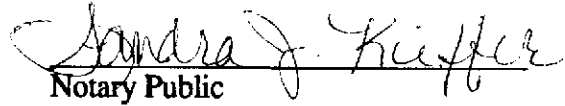
STATE OF COLORADO, Boulder COUNTY, ss

BE IT REMEMBERED, that on this 26 day of August, 1994, before me,
the undersigned, a notary public in and for the County and State aforesaid, came

Harold E. Yeager and Ruth A. Yeager, as Trustees of the Harold E. Yeager Trust
No. 1, dated May 1, 1978

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons acknowledged the execution of the same on behalf of said Trust.

In testimony whereof, I have hereunto set my hand and affixed my seal the day and year last above written.


Notary Public

My Appointment Expires: March 20, 1996

