

**AGREEMENT REGARDING COMMON BOUNDARY LINE AND PARTY WALL**

THIS AGREEMENT entered into by and between **R & J REAL ESTATE, L.L.C.**, a Kansas limited liability company with its principal offices in Junction City, Kansas, as "R & J", and **BRAMLAGE FAMILY FOUNDATION**, a Kansas corporation with its principal offices in Junction City, Kansas, as "Bramlage".

**RECITALS:**

A. R & J owns certain land improved with a warehouse building located at the northwest corner of the intersection of Eight and Perry Streets, Junction City, Kansas, and the legal description of which is attached to this Agreement as Exhibit "A" (the "R & J Property").

B. Bramlage owns certain land also improved with a warehouse building with a common street address of 530 E. 8<sup>th</sup> Street, Junction City, Kansas, and the legal description of which is attached to this Agreement as Exhibit "B" (the "Bramlage Property").

C. The Bramlage Property and the R & J Property adjoin one another, and the two warehouse buildings thereon (the "Buildings") share a common dividing or party wall.

D. The parties desire to clarify and agree as to the exact location of the common boundary line of their properties and to dedicate and declare a party wall easement and make certain agreements regarding such common dividing wall (the "Party Wall").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties mutually agree and declare as follows:

1. The parties hereby agree that the Party Wall is centered along the line described on the survey of the R & J Property attached hereto as Exhibit "C" which line is hereby agreed to be the correct and true boundary line between the R & J Property and the Bramlage Property. Each party hereby quitclaims and conveys to the other party any and all right, title and interest it may have to the other party's property to the extent necessary to so establish such line as the true and correct common boundary line between the R & J Property and the Bramlage Property. R & J and Bramlage do hereby dedicate and declare

the Party Wall to be a common party wall for the Buildings for so long as the Buildings, as they are now constructed or as they may hereafter be expanded or altered, shall exist. The protrusion of the Party Wall from one party's property onto the other party's property shall not be deemed an encroachment or trespass upon the other party's property, and no action may be maintained for the removal of the Party Wall or for the recovery of damages by reason of its protrusion.

2. Each party shall have the mutual, reciprocal and permanent easement and right to attach the structural components of its Building to the Party Wall and use the same for support. Neither party shall have the right to make any material alterations, modifications or changes to the location, structure or integrity of the Party Wall in any manner whatsoever, it being the intention that the Party Wall shall at all times remain in the same position as it is now erected.

3. Each party shall be responsible for the painting or routine maintenance of the exposed surfaces of the Party Wall on its property. If it shall become necessary to repair or replace the Party Wall, the expense of the same shall be borne equally by the parties, unless such repairs or replacements are required as a result of the negligence, abuse or misconduct of one party, in which case such party shall be solely responsible for paying the costs of properly repairing or rebuilding the Party Wall. Whenever the Party Wall (or any portion thereof) shall be repaired or rebuilt, unless both parties agree otherwise, it shall be erected at the same location where it now stands and shall be of the same design and construction as it now exists.

4. For purposes of this Agreement, the Party Wall shall be deemed to include not only the common dividing wall of the Buildings but also that portion of the footings and foundation upon which the Party Wall is erected.

5. This Agreement shall at all times be construed as a covenant running with the title to the R & J Property and the Bramlage Property and shall be binding upon R & J and Bramlage, and the assigns, grantees, or other successors in title to their respective properties. This Agreement may be modified, amended, or deleted only by written instrument executed by both of the then owners of the R & J Property and the Bramlage

Property and duly recorded in the public real estate records.

Dated this 10th day of December, 2004.

R & J REAL ESTATE, LLC., a Kansas limited liability company

By: Roland L. Stewart  
Roland L. Stewart, Manager

"R & J"

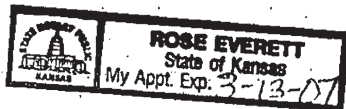
BRAMLAGE FAMILY FOUNDATION, a Kansas corporation

By: RON BRAMLAGE  
Name: RON BRAMLAGE  
Title: \_\_\_\_\_

"BRAMLAGE"

STATE OF KANSAS, COUNTY OF GEARY, ss:

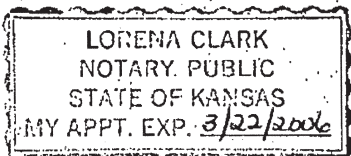
The foregoing Agreement Regarding Party Wall and Easements was acknowledged before me this 10th day of December, 2004, by Roland L. Stewart, Manager of R & J REAL ESTATE, LLC, a Kansas limited liability company, on behalf of said company.



Rose Everett  
Notary Public

STATE OF KANSAS, COUNTY OF GEARY, ss:

The foregoing Agreement Regarding Party Wall and Easements was acknowledged before me this 8th day of November, 2004, by RON BRAMLAGE of BRAMLAGE FAMILY FOUNDATION, a Kansas corporation, on behalf of said corporation.



Lorena Clark  
Notary Public LORENA CLARK