

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that on this 1st day of April, 1987, Charles W. King and Patricia L. King, husband and wife, of Riley County, Kansas, Grantors, hereinafter called "First Parties," in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by William H. McGaughey and Karen B. McGaughey, husband and wife, of Riley County, Kansas, as joint tenants with full right of survivorship and not as tenants in common, Grantees, hereinafter called "Second Parties," do hereby grant and convey a travel easement to Second Parties over and across the real estate described below, for the purposes of ingress and egress of Second Parties, their heirs and assigns, with such easement being a permanent easement upon the land described as follows: to-wit:

Beginning at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 11 that is N 01°06'50" West 1318.26 feet from the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 11; thence N 89°52'04" East 1459.07 feet along the North line of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the North line of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 11, to the centerline of Riley County Road 911; thence S 10°20'58" West 61.02 feet along the centerline of said Riley County Road 911; thence S 89°52'04" West 1446.94 feet to the West line of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 11; thence N 10°06'50" West 60.01 feet along the West line of said section to the point of beginning, along with the North Sixty Feet (N60') of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 10, that is owned by First Parties, all in Township 11 South, Range 8 East of the 6th P.M., in Riley County, Kansas.

Second Parties, their heirs and assigns, agree not to utilize the easement in such a manner as to interfere with any other prior easement of record.

Second Parties, their heirs and assigns shall be limited to two (2) crossings from the easement on the north line of the easement granted herein. The first crossing of the north line from the easement shall be within Two Hundred Fifty Feet (250') of the centerline of Riley County Road

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911, and the second crossing shall be across the north line within the easement located in the Southeast Quarter of the Southeast Quarter of Section 10 that is owned by First Parties. Second Parties specifically agree that on the crossings on the north line of the easement, as provided for within this paragraph, Second Parties, their heirs and assigns shall maintain the crossing with either a secure gate or a functioning livestock guard.

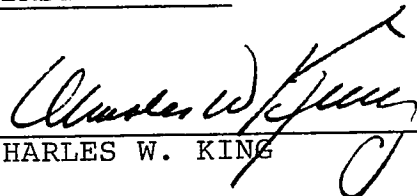
Second Parties, their heirs and assigns agree that they will equitably participate in the costs and maintenance of the easement as to the number of property users along the easement or to the west of the property who utilize the easement.

Second Parties, their heirs and assigns specifically reserve the right to relinquish the easement by a like written document, upon recording the same and notifying First Parties, or their heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

FIRST PARTIES:

SECOND PARTIES:

  
CHARLES W. KING

  
WILLIAM H. MCGAUGHEY

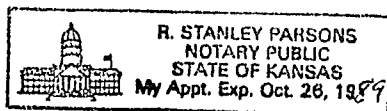
  
PATRICIA L. KING

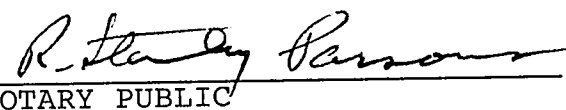
  
KAREN B. MCGAUGHEY

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED that on this 12<sup>th</sup> day of April, 1987, before me the undersigned, a notary public in and for the state and county aforesaid, came Charles W. King and Patricia L. King, husband and wife, who are personally known to me to be the same persons who executed the foregoing Easement and such persons duly acknowledged the execution of the same as their voluntary acts and deeds.

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



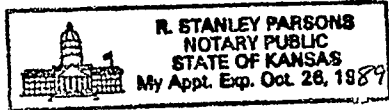
  
NOTARY PUBLIC

My appointment expires:

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED that on this 1st day of April, 1987, before me the undersigned, a notary public in and for the state and county aforesaid, came William H. McGaughey and Karen B. McGaughey, husband and wife, who are personally known to me to be the same persons who executed the foregoing Easement and such persons duly acknowledged the execution of the same as their voluntary acts and deeds.

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



R. Stanley Parsons  
NOTARY PUBLIC

My appointment expires:

STATE OF KANSAS } S.S.  
RILEY, COUNTY }

This instrument was filed for record on the 1 day of May, 1987 at 12:45

O'Clock P. M., and duly recorded in Book

518 at page 369 Rec. 7.00

M. Charlotta Shawver Register of Deeds

By \_\_\_\_\_ Deputy

