

## EASEMENT AGREEMENT

This Easement Agreement is made this 4<sup>th</sup> day of November, 2021, by and between the Glada M. Isaacson Trust dated August 21, 2006 (“Isaacson”) and Steve Howley and Marilyn Howley, husband and wife (“Howley”).

Whereas, Isaacson is the owner of the following described property in Republic County, Kansas (the “Isaacson Property”):

The South 50 feet of the North Half of the Southwest Quarter (N $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Two (2) South, Range Four (4) West of the 6<sup>th</sup> P.M., Republic County, Kansas.

Whereas, Howley is the owner of the following described property in Republic County, Kansas (the “Howley Property”):

The North 50 feet of the South Half of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Thirty-two (32), Township Two (2) South, Range Four (4) West of the 6<sup>th</sup> P.M., Republic County, Kansas.

Existing Water Pipeline: Isaacson and Howley acknowledge and agree that they purchased and installed an irrigation water pipeline that extends across the Isaacson Property and the Howley Property for the purpose of supplying irrigation water to a shared pivot irrigation system that irrigates both properties. Isaacson and Howley are joint owners of the water pipeline. The parties further agree that neither party will have superior rights to the existing irrigation water pipeline, and that neither party will have the right to restrict the other from using the existing pipeline to irrigate their respective properties.


Irrigation Water Pipeline Easement: Each party grants and conveys to the other a perpetual easement with the right to construct, install, and lay and thereafter to use, operate, inspect, repair, maintain, replace and remove the existing irrigation water pipeline across their respective properties to provide irrigation water to an irrigation system that irrigates either or both properties.

Ingress and Egress: Each party grants and conveys to the other the right of ingress and egress over their respective properties for the purposes for which the above-described irrigation water pipeline easement is granted.

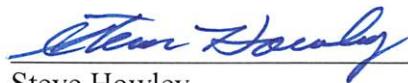
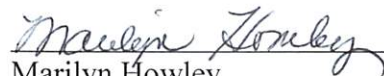
The parties agree to maintain such easements in a state of good repair and efficiency so that no unreasonable damages will result from the use of the easements. These easements shall constitute covenants running with the land for the benefit of the Isaacson Property and the Howley Property and any successor owners of the properties, and shall bind Isaacson and Howley and their respective estates, personal representatives, heirs, successors and assigns, including all successive owners of the Properties.

IN WITNESS WHEREOF the parties have executed this instrument this 4<sup>th</sup> day of November, 2021.

Isaacson:

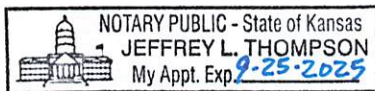
  
\_\_\_\_\_  
Marcy S. Crist, Trustee of the  
Glada M. Isaacson Trust dated  
August 21, 2006

Howley:

  
\_\_\_\_\_  
Steve Howley  
  
\_\_\_\_\_  
Marilyn Howley

STATE OF KANSAS, REPUBLIC COUNTY, ss:

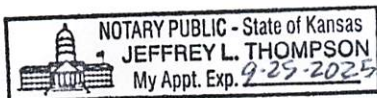
This instrument was acknowledged on November 4, 2021, by Marcy S. Crist, as Trustee of the Glada M. Isaacson Trust dated August 21, 2006.



  
\_\_\_\_\_  
Notary Public

STATE OF KANSAS, REPUBLIC COUNTY, ss:

This instrument was acknowledged on November 3, 2021, by Steve Howley and Marilyn Howley, husband and wife.



  
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Notary Public