

27149

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT is made this 2 day of January, ~~2002~~ 2003, by and between Jeremy Holloway and Megan Holloway, husband and wife, hereinafter referred to as Grantors, and Lannis L. Smith and Barbara K. Smith, hereinafter referred to as Grantees.

WHEREAS, the parties have an interest in adjoining tracts of real estate situated in Miami County, Kansas, to-wit:

Grantors tract:

A part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 16, Range 25, Miami County, Kansas, more particularly described as follows: Beginning at a point on the West line of the Northeast Quarter of the Southeast Quarter of Section 31, 530 feet South of the North line of the Northeast Quarter of the Southeast Quarter of said Section 3; thence North 89°51'10" East, along a line parallel to said North line, a distance of 132.5 feet; thence North 67°21'38" East, a distance of 149.37 feet; thence South 19°29'34" East, a distance of 128.60 feet; thence along a curve to the right, having a radius of 251.39 feet and being tangent to a line bearing North 70°30'26" East, a distance of 85 feet to a point on the West line of Elm Street; thence South 0°07'12" East, along the West line of Elm Street a distance of 50 feet to a point on the South line of Criss Street; thence North 89°51'10" East along the South line of Criss Street a distance of 50 feet; thence South 0°07'12" East, along the Southern extension of the East line of Elm Street, a distance of 240 feet; thence South 89°51'10" West, along a line parallel to and 240 feet South of the South line of Criss Street a distance of 50 feet to a point on the Southern extension of the West line of Elm Street; thence South 0°07'12" East along the Southern extension of the West line of Elm Street, a distance of 45 feet; thence South 89°51'10" West a distance of 200 feet; thence North 0°07'12" West a distance of 125.23 feet; thence along a curve to the right, having a radius of 50 feet and being tangent to a line bearing South 66°17'34" West, a distance of 82 feet; thence South 70°15'28" West a distance of 136.73 feet to a point on the west line of the Northeast Quarter of the Southeast Quarter of said Section 31; Thence North 0°14'52" West, along said West line, a distance of 276.57 feet to the point of beginning.

Grantees tract:

A part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 16, Range 25, Miami County, Kansas, more particularly described as follows: Beginning at a point on the West line and 915 feet South of the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 31; thence North 89°51'10" East along a line parallel to the North line of the Northeast Quarter of the

KATIE FORK
MIAMI COUNTY
REGISTER OF DEEDS
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Southeast Quarter of Section 31, a distance of 195.66 feet; thence North 0°07'12" West a distance of 125.23 feet; thence along a curve to the right, having a radius of 50 feet and being tangent to a line bearing South 66°17'34" West, a distance of 82 feet; thence South 70°15'28" West a distance of 136.73 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of Section 31; thence South 0°14'52" East, along said West line, a distance of 108.43 feet to the point of beginning, in Miami County, Kansas.

WHEREAS, the parties desire to create a nonexclusive easement for ingress and egress for the benefit of the grantee from Elm Street in Louisburg, Kansas, over, across and on a strip of ground 35 feet width running South to North on Grantors' property described above starting at Grantors' Southeast corner and running East to West for approximately 200 feet to the East line of Grantees' property described above.

NOW, THEREFORE, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is acknowledged by the parties, the Grantors grant an easement for ingress and egress to and for the benefit of Grantees' above described tract. The Grantees accept and receive the easement for themselves, their heirs, successors and assigns. The path of said easement is over, across and on a strip of ground 35 feet width running South to North on Grantors' property described above starting at Grantors' Southeast corner and running East to West for approximately 200 feet to the East line of Grantees' property described above.

It is further agreed by the parties that driveway shall be maintained by the Grantees their heirs, successors and assigns and Grantees shall keep the driveway in good condition; keep the easement area free from ruts and not commit any waste to the easement area. The cost of maintenance and repair shall be paid by Grantees, their heirs, successors and assigns. It is further agreed by the Grantees, including their heirs, successors and assigns, that they shall exercise due care in using the driveway easement above defined so as to insure that the use of said easement does not unreasonably damage said driveway and that the rights of the parties, their heirs, successors and assigns to the use of said driveway is in no manner hindered or delayed. Grantees shall have the right to place gravel or other none permanent type of material over, across and on the easement area described above.

The easement created by this agreement shall run with the land and shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have entered into this agreement.


Jeremy Holloway

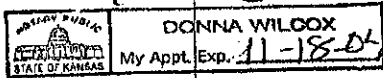
Megan Holloway
Megan Holloway
Grantors

Lannis L. Smith
Lannis L. Smith

Barbara K. Smith
Barbara K. Smith
Grantees

STATE OF KANSAS)
)SS:
COUNTY OF MIAMI)

The foregoing instrument was acknowledged before me this 2nd day of January, ~~2002~~ 2003 by Jeremy Holloway and Megan Holloway, husband and wife.

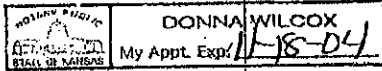


Donna Wilcox
Notary Public

My Appointment Expires: 11-18-04

STATE OF KANSAS)
)SS:
COUNTY OF MIAMI)

The foregoing instrument was acknowledged before me this 2nd day of January, ~~2002~~ 2003 by Lannis L. Smith and Barbara K. Smith, husband and wife.



Donna Wilcox
Notary Public

My Appointment Expires: 11-18-04