

Prepared by:
BOWERS & SHELDON, Chartered
Ottawa, Kansas

BOOK 245 PAGE 388

Recording
Information:

(Original compared with record)

FILED FOR RECORD
TIME 8:55 A.M.

MAY 01 2009

Miss
Book 245 Page 388 ✓
REGISTER OF DEEDS, FRANKLIN CO., KS
INSTRUMENT # 1627
2800

**POND AGREEMENT AND
MUTUAL EASEMENTS**

9th THIS POND AGREEMENT AND MUTUAL EASEMENT is made and entered into this
day of April, 2009, by and between JOHN DANIEL STEPP, Trustee
of the JOHN DANIEL STEPP LIVING TRUST dated January 15, 2007 ("Stepp"), and ELCIA
H. THOMPSON and DARREL W. THOMPSON as Co-Trustees of the ELCIA H. THOMPSON
TRUST dated May 26, 1994 ("Thompson").

RECITALS

A. Stepp owns the following described real estate located in Franklin County, Kansas:

Commencing at a 1/2" rebar at the Southwest corner of the
Northwest Quarter of Section 35, Township 16 South, Range 20
East of the 6th P.M., Franklin County, Kansas; thence North 02
degrees 03 minutes 11 seconds West, 1008.55 feet to a 1/2" rebar
on the West line of said Northwest Quarter at the point of
beginning; thence North 02 degrees 03 minutes 11 seconds West,
535.34 feet to a 1/2" rebar on said West line; thence North 88
degrees 29 minutes 47 seconds East, 1470.97 feet to a 1/2" rebar;
thence South 02 degrees 01 minutes 54 seconds East, 537.78 feet
to a 1/2" rebar; thence South 88 degrees 35 minutes 28 seconds

West, 1470.80 feet to the point of beginning; said property contains 18.11 acres, more or less, in Franklin County, Kansas

(the "Stepp Tract").

B. Thompson owns the following described real estate located in Franklin County, Kansas:

Commencing at a 1/2" rebar at the Southwest corner of the Northwest Quarter of Section 35, Township 16 South, Range 20 East of the 6th P.M., Franklin County, Kansas; thence North 02 degrees 03 minutes 11 seconds West, 473.20 feet to a 1/2" rebar on the West line of said Northwest Quarter at the point of beginning; thence North 02 degrees 03 minutes 11 seconds West, 535.35 feet to a 1/2" rebar on said West line; thence North 88 degrees 35 minutes 28 seconds East, 1470.80 feet to a 1/2" rebar; thence South 02 degrees 01 minutes 54 seconds East, 537.77 feet to a 1/2" rebar; thence South 88 degrees 41 minutes 09 seconds West, 1470.62 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record; said property contains 18.11 acres, more or less, in Franklin County, Kansas

(the "Thompson Tract").

C. The Stepp Tract and the Thompson Tract adjoin one another.

D. There is a private pond dam and private pond (the private dam and private pond collectively referred to herein as the "Pond") currently located partially on the Stepp Tract and partially on the Thompson Tract as shown on the survey attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. Mutual Grant of Pond Easement. Thompson does hereby grant to Stepp an easement over, across, and along the Thompson Tract, and Stepp does hereby grant to Thompson an easement over, across, and along the Stepp Tract, for the presence, existence, use, placement, replacement, and maintenance of the Pond where the Pond is currently located. The uses allowed pursuant to this mutual grant of easement will include but not be limited to fishing, boating (non-motorized), and swimming.

2. Mutual Grant of Easement for Access and Use of the Pond. In addition to the mutual easement granted pursuant to Section 1 hereof, Thompson does hereby grant an easement to Stepp over, across, and along that portion of the Thompson Tract that lies within 25 feet of the Pond shoreline, and Stepp does hereby grant to Thompson an easement over, across, and along

that portion of the Stepp Tract that lies within 25 feet of the Pond shoreline, for access to and use of the Pond.

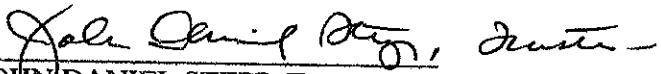
3. Prohibitions. The parties mutually covenant and agree to the following prohibitions relating to the use of the Pond or the pond easements granted pursuant to Section 1 hereof and relating to the access and use easements granted pursuant to Section 2 hereof: (a) the use of the Pond to water livestock is prohibited; (b) the use of motorized boats is prohibited on the Pond; (c) the use of any type of firearm or shotgun is prohibited on the Pond or within 25 feet of the Pond shoreline; and (d) the use of any type of fireworks is prohibited on the Pond or within 25 feet of the Pond.

4. Maintenance and Repairs. The costs and expenses of repairing, maintaining, and, if necessary, reconstructing the Pond (including the Pond dam) will be paid one-half (1/2) by Stepp (or Stepp's successors in interest) and one-half (1/2) by Thompson (or Thompson's successors in interest), and any payments therefor will be made by the respective parties within 30 days after applicable invoices or statements of services are presented to the parties. Maintenance may include mosquito, algae, and weed control. While any party hereto may, at their own expense, stock the Pond with fish, such fish stocking will not be considered maintenance that requires equal sharing of the cost thereof.

5. Perpetual Rights and Easements. The rights and easements granted pursuant to this Pond Agreement and Mutual Easements are perpetual, and the parties will hold all rights and easements granted pursuant to this Pond Agreement and Mutual Easement, together with all appurtenances, necessary incidents, and immunities thereto forever.

6. Rights and Easements Run With the Land and Burden the Respective Tracts. This Pond Agreement and Mutual Easements, and the rights arising hereunder, are for the benefit of and appurtenant to both the Stepp Tract and the Thompson Tract, will run with the Stepp Tract and the Thompson Tract, burdens the Stepp Tract and the Thompson Tract, and will bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto. Each party hereto, however, reserves to themselves the right to use and enjoy their respective tracts in any manner consistent with and not interfering with the rights arising pursuant to this Pond Agreement and Mutual Easements.

THE PARTIES HERETO HAVE EXECUTED THIS POND AGREEMENT AND MUTUAL EASEMENTS ON THE DATE FIRST WRITTEN ABOVE.


JOHN DANIEL STEPP, Trustee of the JOHN
DANIEL STEPP LIVING TRUST dated
January 15, 2007


ELCIA H. THOMPSON as Co-Trustee of the
ELCIA H. THOMPSON TRUST dated May
26, 1994


DARREL W. THOMPSON as Co-Trustee of
the ELCIA H. THOMPSON TRUST dated
May 26, 1994

STATE OF KANSAS)
)
COUNTY OF FRANKLIN)

The foregoing Easement was acknowledged before me this 9th day of
April, 2009, by JOHN DANIEL STEPP, Trustee of the JOHN DANIEL STEPP
LIVING TRUST dated January 15, 2007.




NOTARY PUBLIC

STATE OF KANSAS)
)
COUNTY OF FRANKLIN)

The foregoing Easement was acknowledged before me this 9th day of
April, 2009, by ELCIA H. THOMPSON ~~and DARREL W. THOMPSON~~ as Co-
Trustees of the ELCIA H. THOMPSON TRUST dated May 26, 1994.




NOTARY PUBLIC

Prepared by:
BOWERS & SHELDON, Chartered
Ottawa, Kansas

BOOK 245 PAGE 392

STATE OF KANSAS)

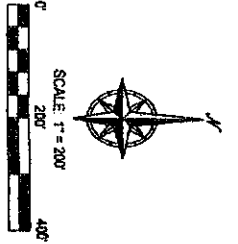
COUNTY OF Franklin)

The foregoing Easement was acknowledged before me this 10th day of April, 2009, by DARREL W. THOMPSON as Co-Trustee of the ELCIA H. THOMPSON TRUST dated May 26, 1994.



Nancy C. Jacob
NOTARY PUBLIC

2763

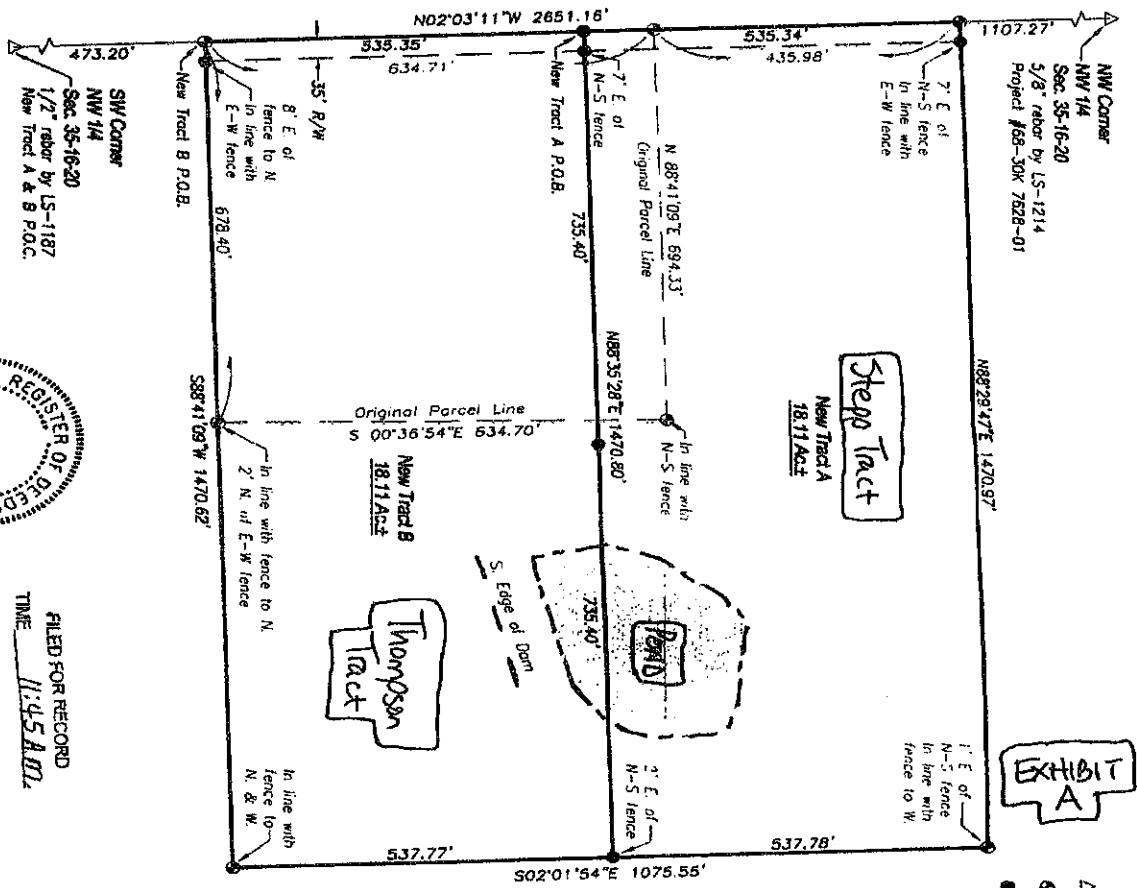


DESCRIPTION:

New Tract A:
Commencing at a 1/2" rebar at the Southwest corner of the Northwest Quarter of Section 35, Township 16 South, Range 20 East of the 6th P.M., Franklin County, Kansas; thence North 02 degrees 03 minutes 11 seconds West, 1008.55 feet to a 1/2" rebar on the West line of said Northwest Quarter of the point of beginning; thence North 02 degrees 03 minutes 11 seconds West, 535.34 feet to a 1/2" rebar on said West line; thence North 88 degrees 29 minutes 47 seconds East, 1470.97 feet to a 1/2" rebar thence South 02 degrees 01 minutes 54 seconds East, 537.78 feet to a 1/2" rebar thence South 88 degrees 35 minutes 28 seconds West, 1470.80 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 18.11 acres, more or less, in Franklin County, Kansas, as shown on a survey by Joyner Design Group, P.A., dated January, 2009.

New Tract B:
Commencing at a 1/2" rebar at the Southwest corner of the Northwest Quarter of Section 35, Township 16 South, Range 20 East of the 6th P.M., Franklin County, Kansas; thence North 02 degrees 03 minutes 11 seconds West, 433.20 feet to a 1/2" rebar on the West line of said Northwest Quarter at the point of beginning; thence North 02 degrees 03 minutes 11 seconds West, 535.35 feet to a 1/2" rebar on said West line; thence North 88 degrees 35 minutes 28 seconds East, 1470.80 feet to a 1/2" rebar thence South 02 degrees 01 minutes 54 seconds East, 537.77 feet to a 1/2" rebar thence South 88 degrees 35 minutes 28 seconds West, 1470.82 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 18.11 acres, more or less, in Franklin County, Kansas, as shown on a survey by Joyner Design Group, P.A., dated January, 2009.

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-1005 for accuracy only and is in compliance with these rules. No other instruments are recorded or indicated.



FILED FOR RECORD
TIME 11:45 A.M.
FEB 02 2009
BOOK 245 PAGE 393
REGISTERED DEEDS, FRANKLIN CO., KS
INSTRUMENT # 334
2009

EXHIBIT A

LEGEND

- △ Existing 1
- Existing 2
- 1/2" x 2
- 706 CLS

REFERENCE

By T.B. E
Survey B
Slide No.
Filed in f

NOTES

There are
discrepan
shown.

This surv

All distan

The Chien

essent of

of record

BASIS OF

A bearing

line of it

PARENT

As recor

Deed Bec

SURVEY

Kevin Pie

SURVEY

I, William

have ma

the here

2009 an

current

K

State

Bev