

COVENANT

Whereas, Corrigan Family Farms, LLC, ("CFF") is the owner of the following described real estate, to-wit:

The South Half (S/2) of the Southeast Quarter (SE/4) of Section 22,
Township 25 South, Range 2 East of the 6th P.M., Sedgwick County,
Kansas;

and

The North Half (N/2) of the Northeast Quarter (NE/4) of Section 27,
Township 25 South, Range 2 East of the 6th P.M., Sedgwick County,
Kansas;

Whereas, the subject real estate is generally located on the north and south sides of the middle of a right of way easement which would constitute the east half-mile (approximately) of East 93rd Street North in Sedgwick County, Kansas; and

Whereas, CFF has petitioned to vacate the right of way easement (VAC2015-00016);

In consideration of receiving approval from the appropriate government authorities for the vacation of the easement that would constitute the east half-mile (approximately) of East 93rd Street North, which easement covers the following described portions of the subject real estate:

The South 30 feet of the South Half of the Southeast Quarter of Section 22, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except the East 60 feet thereof;

and

The North 30 feet of the North Half of the Northeast Quarter of Section 27, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except the East 60 feet thereof;

Now, therefore, CFF agrees and covenants that upon vacation of the easement pursuant to VAC2015-00016:

- (a) The South 30 feet of the South Half of the Southeast Quarter of Section 22, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except the East 60 feet thereof, being a portion of the vacated east approximately one-half (1/2) mile of East 93rd St. North abutting the South Half (S/2) of the Southeast Quarter (SE/4) of Section 22, Township 25 South, Range 2 East at the 6th P.M., Sedgwick County, Kansas shall be retained, held and bound together; and
- (b) the North 30 feet of the North Half of the Northeast Quarter of Section 27, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except the East 60 feet thereof, being a portion of the vacated east approximately one-half (1/2) mile of East 93rd St. North abutting the North Half (N/2) of the Northeast Quarter (NE/4) of Section 27, Township 25 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas shall be retained, held and bound together.

It is also understood that this covenant shall be binding upon the undersigned, its successors and assigns, and shall run with the land until such time as said properties are replatted.

“CFF”

Corrigan Family Farms, LLC

By: Joshua Corrigan, Manager
Joshua Corrigan, Manager

State of Kansas)
) ss
Sedgwick County)

On this 8 day of December, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Joshua Corrigan, as Manager of Corrigan Family Farms, LLC, who is personally known to me to be the same person who executed this written document and such person duly acknowledged the execution of the same, for and on behalf of the limited liability company.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Ann L. Gardner
Notary Public

My Appointment Expires:

