

TEMPORARY EASEMENT

THIS EASEMENT is made this ____ day of _____, 2024 by and between Mainline Printing, Inc. and Mainline Development Group, LLC, Grantors, and the City of Topeka, Kansas, a municipal corporation, Grantee.

WITNESSETH: Grantors, in consideration of the sum of One Dollar(\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, and further, as an inducement to a sale to Grantee of the property (hereafter referred to as the "Property") over which this easement is created, do hereby transfer and convey to Grantee a temporary easement for the purpose of site investigation, demolition, site preparation, construction and/or modification to existing improvements and for operation out of and maintenance of improvements on the following described real estate situated in Shawnee County, Kansas:

See attached Joint Exhibit A

1. Grantors agree that this Temporary Easement shall grant Grantee and its contractors, agents, and employees full access to and right to alter and otherwise use the Joint Exhibit A property without any restriction whatsoever. The term of this Temporary Easement shall run from its execution until the earlier of the transfer to Grantee of the fee simple interest in the Joint Exhibit A property, or the expiration of the parcel replacement period more fully described in the Commercial Real Estate Sales Contract simultaneously executed by the parties. Except as otherwise stated herein, Grantors agree to waive any claim against Grantee and to hold Grantee harmless for destruction, construction, or any other changes to the Joint Exhibit A property which arise or occur during the term of this Temporary Easement and to accept return of the Joint Exhibit A property as is, without claim for restoration or otherwise, at the end of the parcel replacement period, should the title transfer not be completed as anticipated. This Temporary Easement, together with the Commercial Real Estate Sales Contract among Grantors (as Sellers) and Grantee (as Buyer) share Joint Exhibit A, which describes the subject Property, and together form the integrated Agreement between the parties.
2. Grantors and Grantee agree that they will not interfere with Grantee's use and enjoyment of the Property, nor will Grantee interfere with Grantors' use and enjoyment of Grantors' adjoining property. Each party, for itself, its contractors, agents and employees thereof, successors, invitees and assigns, agrees to cross the land of the other party without interfering with any use or enjoyment which such other party is making of the Property or Grantors' adjoining property.
3. Except as reasonably necessary in Grantee's renovation of the Property, Grantors and Grantee, for themselves, their successors, assigns, agents and invitees, agree not to cause or allow damage to the Property or Grantors' adjoining property as a result of this agreement. In the event that damage to the Property or Grantors' adjoining property does occur, the party causing or allowing the damage to occur shall promptly repair the damage at its sole expense.
4. To the extent allowed by the Kansas Tort Claims Act, Grantee shall indemnify and defend Grantors for the negligent acts of Grantee's contractors and agents which cause injury to third

parties or damage to their property. Grantee shall bear no responsibility for the negligent acts of Grantors, their employees or agents. However, Grantee retains the right to provide a defense to Grantors directly or through an insurer at Grantee's cost. Should Grantors reject that direct defense, Grantee shall be relieved of its defense obligation.

5. This easement shall continue until such time as Grantors have transferred to Grantee the Property in accordance with the Commercial Real Estate Contract among the parties.
6. The Grantee is a Kansas municipality, and exercises the statutory authority to be a self-insured entity. Grantee shall require its general contractor for all construction activities to carry liability insurance in the following coverages and amounts:

Commercial General Liability Insurance (CGL) each occurrence	\$1,000,000
CGL Annual Aggregate Limit	\$2,000,000
CGL General Aggregate	\$2,000,000 per project
CGL Personal and Advertising Injury Limit	\$1,000,000
Comprehensive Business Automobile Liability Insurance owned and leased	
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability (WC)	
WC Bodily Injury Limit by Accident	\$ 500,000
WC Bodily Injury Limit by disease	\$ 500,000
Pollution Liability Insurance	\$2,000,000 per occurrence
Pollution Liability Insurance	\$2,000,000 aggregate
Commercial Umbrella Liability Insurance (minimum limit)	\$5,000,000

Each policy shall name the other parties as additional insured, including Grantors' Realtor (Coldwell Banker Commercial – Griffith & Blair.) Grantee will require its General Contractor, as part of its contract for construction, to provide coverage on any loss to new work put in place by the Grantee, as well as Grantee's construction materials stored onsite, through a Builder's Risk insurance policy for occurrences such as but not limited to fire, theft, acts of God, etc. Grantee shall name Grantors as additional beneficiaries of all payment bonds required of Grantee's contractors in the subject renovation project.

IN WITNESS WHEREOF: Grantors and Grantee have signed this document the day and year first above written.

Mainline Printing, Inc.

By: John Parker, Jr., President
Grantor

Mainline Development Group, LLC

By: John Parker, Jr., Manager
Grantor

CITY OF TOPEKA, KANSAS

BY: Robert M. Perez, PhD. _____, City Manager _____
(Printed)


Attest:

BY: Brenda Younger, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SHAWNEE)

On this 24th day of September, 2024, before me personally came John Parker, Jr. to me known, who by me being duly sworn, did depose and say that he is the President of Mainline Printing, Inc., the corporation described in and which executed the forgoing instrument, and that his execution thereof was done at the direction and with the approval of the Board of Directors of said corporation.


 **Barb Rodgers**
Notary Public
State of Kansas
My Appt. Expires 9-2-25

By: Barb Rodgers
Notary Public

My appointment expires: _____

STATE OF KANSAS)
) SS:
COUNTY OF SHAWNEE)

On this 24th day of September, 2024, before me personally came John Parker, Jr., to me known, who by me being duly sworn, did depose and say that he is the Manager of Mainline Development Group, LLC, the Limited Liability Company described in and which executed the forgoing instrument, and that his execution thereof was done at the direction and with the approval of the all Members of said limited liability company in accordance with the terms of its operating agreement.


Barb Rodgers
Notary Public
State of Kansas
My Appt. Expires 9-2-25

By: Barb Rodgers
Notary Public

My appointment expires: _____

STATE OF KANSAS)
) SS:
COUNTY OF SHAWNEE)

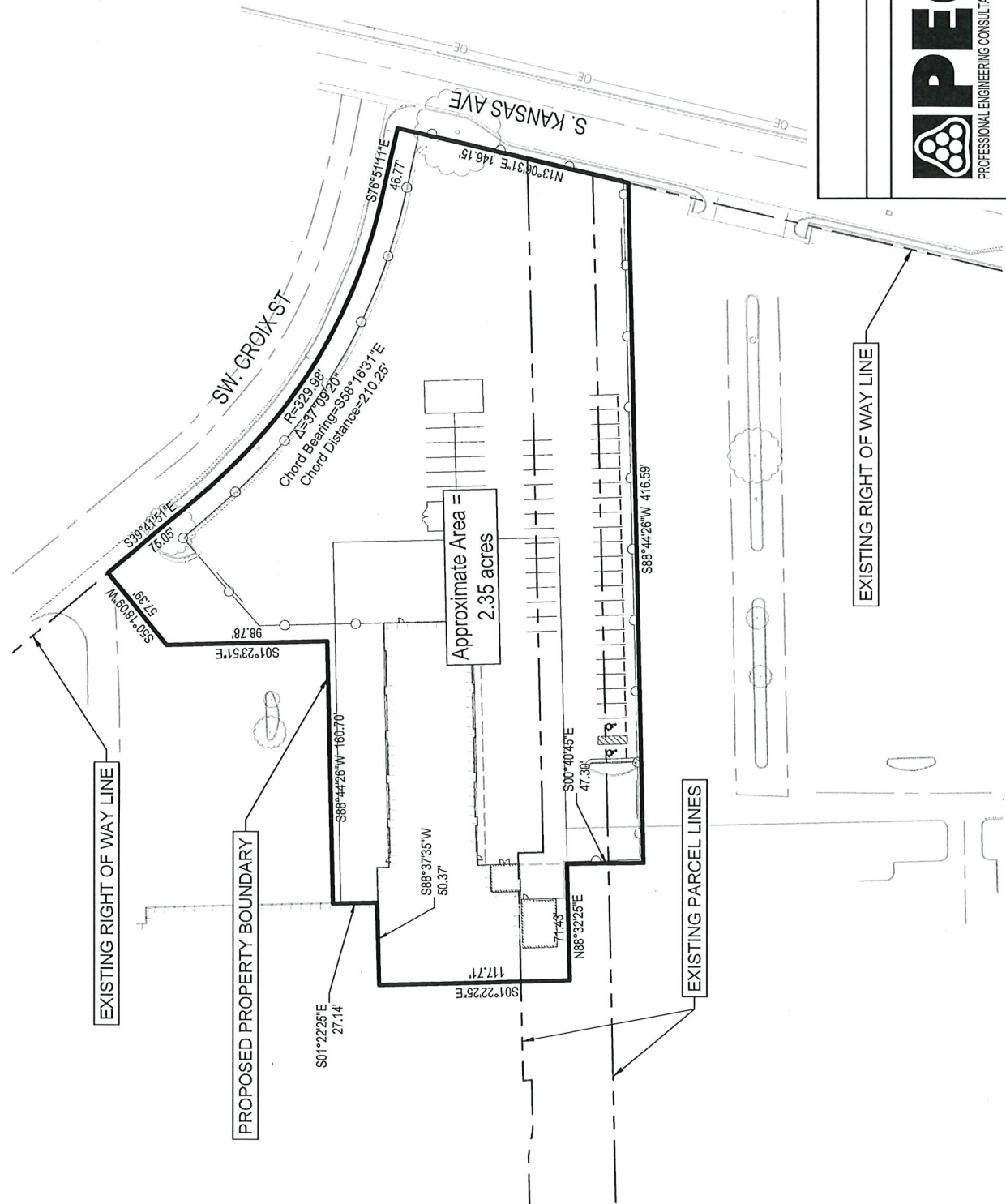
On this ____ day of _____, 2024, before me personally came _____ to me known, who by me being duly sworn, did depose and say that _____ is the _____ of the City of Topeka, Kansas, described in and which executed the forgoing instrument, and that the execution thereof was done at the direction and with the approval of the a majority of the City Council of the City of Topeka, Kansas in accordance with the terms of its municipal code.

By: _____
Notary Public

My appointment expires: _____

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Seller Initials:



CITY OF TOPEKA
FLEET MAINTENANCE

PROPERTY EXHIBIT

PEC
303 SOUTH TOPEKA
WICHITA, KS 67202
316-262-2691
www.pec1.com
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

JOB NUMBER:	240473-000
DATE:	2024-09-13
SCALE:	1" = 60'
DRAWN BY:	CSS
CHECKED BY:	DSB
SHEET NUMBER:	EXHIBIT A