

Party Wall Agreement and Access Easement

This party wall agreement is made on the ____ day of _____, 2024 between Mainline Printing, Inc (“MPI”) and Mainline Development Group (“MDG”) collectively referred to as “Sellers”) and the City of Topeka, Kansas, a Kansas municipal corporation (“Buyer”), both having been designated as such in the Commercial Real Estate Contract (Contract) entered into by them on the ____ day of _____, 2024. Buyer and Sellers may be referred to individually below as a “Party”, and collectively as “Parties”.

Recitals

1. Sellers own a parcel of real estate within the corporate limits of the City of Topeka, Kansas having the following legal description:
[See Joint Exhibit A]
2. Sellers have agreed to sell and Buyer has agreed to buy the fee simple ownership interest in a portion of that property, which has been described in the Joint Exhibit A made a part of both the Contract and this Party Wall Agreement and Access Easement.
3. Sellers will retain ownership interest in and exercise all use rights for the adjacent property, which will be the remaining tract resulting after the sale intended by the Contract.
4. Sellers will replat and subdivide the existing parcel, creating the tract designated on Joint Exhibit A.
5. The intended subdivision will bisect an existing real estate improvement on the portion of the Exhibit A Property owned by Sellers. Current building and public safety codes require that a property boundary line located inside a bisected structure must be defined by code-compliant firewalls. The parties desire to erect and maintain these required division or boundary walls as a party wall, with the actual structure comprised of two fire-code compliant, floor-to-ceiling walls constructed of concrete masonry units. One wall will be constructed on each party’s property with the property line lying between the two walls. This system of two walls will be the “Party Wall”.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement, the Buyer and Sellers agree as follows:

Article One - Construction of the Party Wall

Buyer shall erect the Party Wall located as described above, pursuant to all terms of this agreement. The Party Wall shall comply in all respects with the design, materials and workmanship requirements and regulations set out in all applicable fire, construction and public safety codes as they exist at the time of construction. The Party Wall shall have no openings of any kind without the express consent of the both Parties or their assigns, and further subject to the right of either Party or their assigns to close up the openings at any time desired. Existing openings in the existing wall to be incorporated into the Party Wall will be closed with concrete

masonry units. Buyer shall transfer to Sellers all available Buyer's contractors' warranties of product or workmanship if the sale contemplated by the Contract fails to close. Buyer will be responsible for all maintenance of the Party Wall system during its construction contract warranty period.

Article Two – Cost of Construction

The expense of the initial construction of the Party Wall shall be borne solely by the Buyer. However, after the Party Wall has been erected, the Parties shall share the costs of construction equally for any approved extension or addition to the Party Wall.

Article Three – Extension or Addition to the Party Wall

Either Party may approve an extension or addition to the portion of the Party Wall system located on its own property so long as the modifications do not adversely impact the fire rating or structural strength of the Party Wall system. Any request for modification must be accompanied by a statement from a structural engineer and architect that the proposed modifications will not impact the fire rating or structural strength and must be provided to the party for approval, such approval not to be unreasonably withheld, at least 30 days prior to the proposed modification.

Article Four – License and Limited Easement

Either Party is licensed by the other to enter onto the other Party's property to make excavations or perform other work necessary for the purpose of erecting, extending or repairing the Party Wall as may be provided in this agreement. The Party making such entry onto the other's property shall bear the cost of all damages created by that entry or the subsequent construction activities. Each Party shall have a permanent access easement across, over and under any portion of the other's adjacent property exercisable from time to time at either Party's discretion for all persons, vehicles and equipment necessary to construct, erect and maintain the Party Wall and all other improvements currently existing on or which Buyer or its assigns in the future may construct on the Joint Exhibit A property. Each Party grants to the other a permanent easement to allow the subterranean placement of footings for the Party Wall on each of their properties. The Parties grant to each other an easement to allow usage of the Party Wall to the extent described in Article Six.

Article Five – Maintenance and Repair

Should it become necessary to maintain or repair any portion of the Party Wall as originally constructed or extended, the work necessary to accomplish such tasks will be completed by Buyer, unless Buyer grants Sellers that right by future written agreement. The cost of repairs or maintenance completed after the construction contract warranty period by Buyer, or by Sellers with Buyer's consent, shall be shared equally by the Parties except that the cost of repair or maintenance of any damage due to the negligence of one Party, its contractors, successors or assigns shall be borne by that party.

Article Six – Use of the Party Wall

The Parties shall each have the full right to use the Party Wall to support joists, crossbeams, studs and other structural members up to the loadbearing capacity of the wall as constructed, as determined under generally accepted engineering practices. Any intended use that would violate this provision shall require a request for extension or addition to the wall as provided for in Article Three. In no event shall any use impair the essential characteristic of the wall as a code-compliant fire wall.

Article Seven – Duration and Effect of Agreement

This agreement shall be perpetual, shall be a covenant running with the land to be appended to each Party's deed, and shall inure to the benefit of and be binding upon the heirs and assigns of the respective Parties.

The Parties have executed this agreement on 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

BUYER

CITY OF TOPEKA, KANSAS

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

Attest:

BY: Brenda Younger, City Clerk

ACKNOWLEDGEMENT

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: _____

ACKNOWLEDGEMENT

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: _____

ACKNOWLEDGEMENT

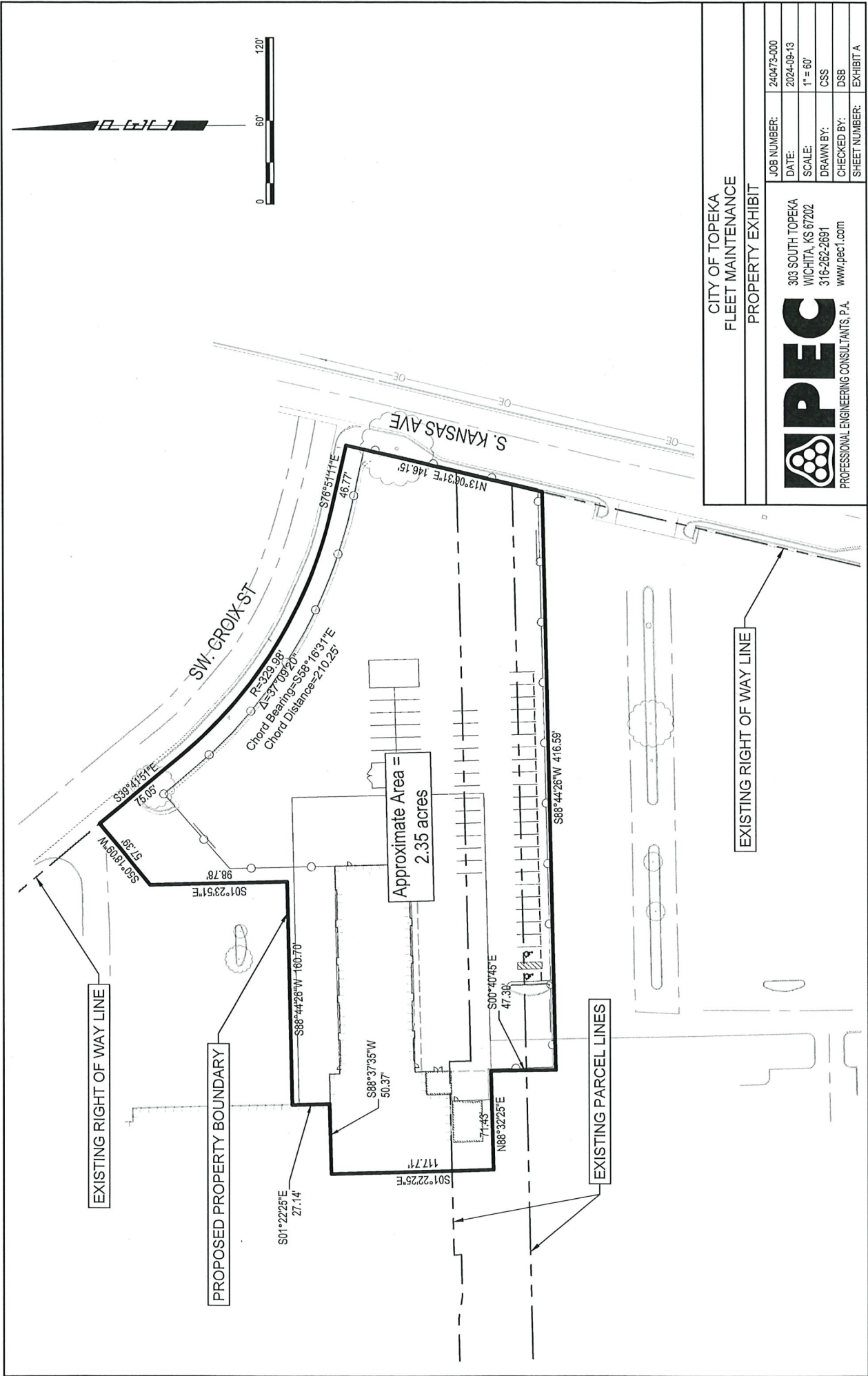
STATE OF KANSAS)
) SS:
COUNTY OF SHAWNEE)

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

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

PEC
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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.